



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JANUARY 24, 2024 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER

Raul Alvarez

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Joseph Palombi
Cesar Roldan
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.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Navarro vs. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720,
ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081,
ADJ10708805, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CARE SOLACE PRESENTATION**
3. **FIRE ACADEMY AND ORIENTATION PINNING**
4. **RECOGNITION OF NEW POLICE DEPARTMENT EMPLOYEES**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

5. APPROVAL OF RESOLUTION NO. 24-05 SUPPORTING THE DESIGNATION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AS A CALIFORNIA HISTORICAL LANDMARK

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-05 Supporting the Designation of the Armenian Genocide Martyrs Monument as a California State Historical Landmark; 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.

6. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2023

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2023 (Second Quarter of Fiscal Year 2023-24).

7. ADOPT RESOLUTION NO. 24-01 APPROVING THE ADOPTION OF CALIFORNIA LABOR CODE SECTION 3363.5 EXTENDING THE CITY OF MONTEBELLO'S WORKERS' COMPENSATION PROGRAM TO VOLUNTEERS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-01 Adopting California Labor Code Section 3363.5 Extending Coverage of Volunteers by the City of Montebello's Workers' Compensation Program.

8. CONSIDER ADOPTION OF RESOLUTION NO. 24-06 FOR AN IMMEDIATE CEASEFIRE IN GAZA

RECOMMENDATION: It is recommended that the City Council:

1. Consider the adoption of Resolution No. 24-06 for an immediate ceasefire in Gaza; and
2. Take such additional, related action that may be desirable.

9. WAIVE THE SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

10. AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS (RFP 24-10) FOR MASTER PLAN AND DESIGN OF PARK AT THE MONTEBELLO MUNICIPAL GOLF COURSE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP 24-10) for Master Plan and Design of a Park at the Montebello Municipal Golf Course; and
2. Take such additional, related action that may be desirable.

11. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4174 FOR GOLF COURSE MANAGEMENT AND MAINTENANCE SERVICES (RFP NO. 24-1) TO TROON GOLF

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4174 to Troon Golf for an amount not to exceed One Million Nine Hundred Forty-Six Thousand Four Hundred Seventy-Eight Dollars (\$1,946,478) for the initial year of a five-year (5-year) term for Golf Course Management, Maintenance and Operation Services at the Montebello Golf Course; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$1,946,478 in Account No. 610-99-6040.10; and
4. Take such additional, related action that may be desirable.

12. ADOPT RESOLUTION NO. 24-07 AUTHORIZING THE CITY MANAGER TO EXECUTE THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES) EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-07 authorizing the City Manager to execute the California Office of Emergency Services (Cal OES) Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program Application; and
2. Take such additional, related action that may be desirable.

13. APPROVE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT PROGRAMS DIRECTORATE (GPD) FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM (AFG)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant application to the Federal Emergency Management Agency (FEMA) Grant Programs Directorate (GPD) Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Grant; and
2. Take such additional, related, action that may be desirable.

14. APPROVE SUBMISSION OF A GRANT PROPOSAL APPLICATION FOR THE LISTOS CALIFORNIA (LC) COMMUNITY EMERGENCY RESPONSE TEAM (CERT) SUPPORT GRANT PROGRAM ADMINISTERED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal-OES)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of a grant proposal application to the California Office of Emergency Services (Cal-OES) for the Listos California (LC) Community Emergency Response Team (CERT) Support Grant Program ; and
2. Take such additional, related action that may be desirable.

15. APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (CAL ICH) ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 3, ROLLING APPLICATION (ERF-3-R)

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of a grant proposal for the Notice of Funding Availability (NOFA) for the California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R); and
2. Take such additional, related action that may be desirable.

16. WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2473 AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION" OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second and Adopt Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties, and responsibilities of commission members; and
2. Take such additional, related, action that may be desirable.

17. AWARD A PROFESSIONAL SERVICES AGREEMENT FOR ADMINISTRATION OF HOME/CDBG PROGRAMS (RFP NO. 24-4)

RECOMMENDATION: It is recommended that the City Council:

1. Award a Professional Services Agreement to Advanced AVANT-GARDE Corporation ("Avant Garde") in an amount not-to-exceed \$276,760 over the course of a two (2) year term for Professional Support Services for the Administration of HOME/CDBG Programs; and
2. Authorize the City Manager to execute the proposed Professional Services Agreement with Advanced AVANT-GARDE Corporation; and
3. Take such additional, related, action that may be desirable.

18. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-04 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 24, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-04 approving the Warrant Register dated January 24, 2024.

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.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 14, 2024, 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, January 21, 2024, 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 # 5

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: APPROVAL OF RESOLUTION NO. 24-05 SUPPORTING THE DESIGNATION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AS A CALIFORNIA HISTORICAL LANDMARK

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 24-05 Supporting the Designation of the Armenian Genocide Martyrs Monument as a California State Historical Landmark; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Pursuant to Montebello Municipal Code ("MMC") Section 3.21.050, staff solicited proposals from the following consultants/firms: 1) Armenian American Museum; 2) Chattel Historic Preservation; 3) GPA Consulting; 4) Historic Resources Group; and 5) USC Institute of Armenian Studies.

As a result of this procurement effort, staff received one response with a proposal from GPA Consulting in the amount of \$12,611 (please see Attachment B). In addition, it is anticipated that additional funds totaling approximately \$8,000 will be required to cover expenses related to a standardized plaque needed to memorialize the historic designation as well as ancillary costs for appropriate signage. The total fiscal impact associated with this process is anticipated to total approximately \$20,611. Staff will seek funding from donors to alleviate impacts on the General Fund.

BACKGROUND/DISCUSSION:

On April 19, 1966, the City Council approved Resolution No. 8362 for the construction of the Armenian Genocide Martyrs Monument at its current location. Pursuant to the Resolution, this action was intended to commemorate the 50th anniversary of the Armenian Genocide of 1915.

As stated in Resolution No. 8362 (please see Attachment D), the Armenian Genocide Martyrs Monument shall serve as a symbol of remembrance to honor the memory of those who perished when the Government of Turkey ordered the commencement of a systematic plan causing genocide of 1,000,000 Armenian lives marking a moment in time that will forever be remembered as the first modern massacre.

In April 1968, the Armenian Genocide Martyrs Monument was completed to honor the martyrs of the Armenian Genocide that took place between 1915 and 1921. During the last 56 years, the Armenian Genocide Martyrs Monument has served as a location for countless ceremonies to unify the Armenian community in honoring all the martyrs of the Armenian Genocide. Moreover, the Monument serves as a location where the Armenian community comes to reflect, educate, and remember all those who were impacted by the 1915 Armenian Genocide.

The Armenian Genocide Martyrs Monument continues to serve as a symbol of everlasting remembrance for all those who were impacted by the Armenian Genocide. The Monument is a beacon of hope and unity for Armenians around the world in underscoring its importance in continuing to remember and honor all the martyrs of the Armenian Genocide.

On August 1, 2023, California State Senator Bob Archuleta, 30th Senate District, submitted a letter of support for designating the Armenian Genocide Martyrs Monument as a California Historical Landmark (please see Attachment C). As stated in Senator Archuleta's letter, the Los Angeles region has the largest Armenian community in the United States of America, and Montebello is home to the oldest Armenian community in the County of Los Angeles.

On August 23, 2023, the City Council unanimously took action to support the effort to honor and recognize the Armenian Genocide and directed staff to work closely with Senator Archuleta's office and Montebello's Armenian community to move forward with a process to designate the Armenian Genocide Martyrs Monument as a California State Historic Landmark. If approved, this action would be the first step in this process.

DISCUSSION

The selected historical consultant will provide project management services, conduct research and develop field survey needs, and prepare the California Register Nomination Application following guidelines established by the California Office of Historic Preservation ("OHP").

The general process for nominating a resource for listing in the California Register begins

with preparation and submission of a nomination to the OHP. Upon receipt of the nomination, the OHP will review the documents for completion. Within 30 days of receipt of the nomination, the OHP will request any further information needed. After all additional information has been compiled, a hearing date will be set for the nomination to go before the State Historical Resources Commission (the "Commission"). At least 60 days prior to the hearing date, the OHP will notify the applicant, owner(s), local government, interested parties, and the general public of the hearing date and location. Within 45 days following the Commission's hearing and decision, the OHP will send notification letters to the applicant, owner(s), and local government informing all parties of the Commission's decision.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Resolution supporting the designation of the Armenian Genocide Martyrs Monument as a California State Historic Landmark is 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 support for the proposed historic designation of the Armenian Genocide Martyrs Monument as a California State Historic Landmark.

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Resolution No. 24-05 (Attachment A) supporting the designation of the Armenian Genocide Martyrs Monument as a California Historical Landmark and directing staff to work with the State in processing all required application material associated with this effort.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-05
2. Attachment B - Proposal from GPA Consulting
3. Attachment C - Support Letter from State Senator Bob Archuleta, 30th District
4. Attachment D - Resolution No. 8362

NEXT STEPS:

None.

RESOLUTION NO. 24-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, SUPPORTING THE DESIGNATION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT IN MONTEBELLO AS A CALIFORNIA STATE HISTORICAL LANDMARK

RECITALS

WHEREAS, the Armenian Genocide Martyrs Monument has served as a sacred location since 1968 for the Armenian community to honor all the martyrs of the Armenian Genocide; and

WHEREAS, the Armenian Genocide Martyrs Monument is the first public monument constructed in the United States of America to honor the Armenian Genocide that occurred from 1915 through 1921; and

WHEREAS, the Armenian Genocide Martyrs Monument serves as the location where the Armenian community comes to reflect, educate, and remember all those who were impacted by the Armenian Genocide; and

WHEREAS, it is important to preserve the first public monument honoring the Armenian Genocide as the Los Angeles region has the largest Armenian community in the United States of America, and Montebello is home to the oldest Armenian community within the County of Los Angeles; and

WHEREAS, it is believed that the Armenian Genocide Martyrs Monument meets criteria for designation as a California Historical Landmark as established by the California Office of Historic Preservation; and

WHEREAS, designation of the Armenian Genocide Martyrs Monument as a California Historical Landmark will assure preservation of this important historic site for the Armenian community and future generations.

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

SECTION 1. AUTHORITY. The City Council places its full support in the City of Montebello application for designation of the Armenian Genocide Martyrs Monument as a California Historical Landmark.

SECTION 2. ADOPTION. That the City Clerk of the City of Montebello shall certify to the adoption of the Resolution which shall become effective upon its approval by the City Council.

RESOLUTION NO. 24-05

Page 2 of 2

APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY 2024.

Scarlet Peralta, 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. 24-05 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 24th day of January 2024 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

C O N S U L T I N G

G

P

A

Proposal for Historic Preservation Consulting Services
Armenian Genocide Martyrs Monument
City of Montebello

Prepared for:

City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

Prepared by:

Amanda Duane
Senior Architectural Historian
GPA Consulting
840 Apollo Street, Suite 312
El Segundo, CA 90245
amanda@gpaconsulting-us.com
(310) 792-2690 ext. 112

November 8, 2023



FIRM PROFILE

GPA Consulting (GPA) is pleased to present this proposal for historic preservation consulting services for the Armenian Genocide Martyrs Monument at Bicknell Park in the City of Montebello. GPA is an environmental planning firm with teams specializing in biological and historical resources. Founded in 2003, GPA is a certified woman-owned, disadvantaged, and small business enterprise registered as a California Corporation. Our company values are quality, integrity, and reliability. With these values we are able to work collaboratively with our clients to meet their project objectives. Our clients include government agencies, architects, developers, and non-profit organizations. We provide a full range of historic preservation services including:

- Historic Context Statements
- Historic Resource Surveys
- Mills Act Applications
- Federal Rehabilitation Tax Credit Applications
- National, State, and Local Landmark Nominations
- Historic Structures Reports
- NEPA, CEQA, and Section 106 Compliance Reports
- HABS/HAER Reports
- Design Guidelines
- Public Outreach, Training, and Educational Programs
- Professional Peer Reviews

The GPA team consists of several highly qualified professionals who have experience in all aspects of historic preservation. Each GPA team member meets the Secretary of the Interior's Professional Qualifications Standards for architectural history as outlined in 36 Code of Federal Regulations Part 61.

Current and recently completed projects, individual résumés, and client references are included in Appendix A of this proposal. Sample work products are available upon request.



SCOPE OF WORK

Project Background

It is our understanding that the City of Montebello (City) proposes to nominate the Armenian Genocide Martyrs Monument (Monument) at Bicknell Park in the City of Montebello for listing in the California Register of Historic Places (California Register). The Monument was initially planned following the 50th anniversary of the Armenian Genocide on April 24, 1965 and constructed between 1966 and April 21, 1968 when it was unveiled.¹ The property is not currently listed in, nor been previously evaluated as eligible for listing in, the National Register of Historic Places or California Register.

The general process for nominating a resource for listing in the California Register begins with preparation and submission of a nomination to the California Office of Historic Preservation (OHP). Upon receipt of the nomination, the OHP will review the documents for completion. Within 30 days of receipt of the nomination, the OHP will request any further information needed. After all additional information has been compiled, a hearing date will be set for the nomination to go before the State Historical Resources Commission (Commission). At least 60 days prior to the hearing date, the OHP will notify the applicant, owner(s), local government, interested parties, and the general public of the hearing date and location. Within 45 days following the Commission's hearing and decision, OHP will send notification letters to the applicant, owner(s), and local government informing all parties of the Commission's decision.

Work Plan

GPA will prepare the California Register Nomination Application following the OHP guidance outlined in the "Technical Assistance Series #7: How to Nominate a Resource to the California Register of Historical Resources" and *Instructions for Preparing Documentation for Nominating Historical Resources to the California Register of Historical Resources*.

Additionally, because the Monument is a commemorative property, the evaluation must also follow guidance provided in "National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation," specifically Criterion Consideration F, which states that a property primarily commemorative in intent cannot qualify as eligible for listing for an association with the event or person it memorializes but can be eligible if design, age, tradition, or symbolic value have invested it with its own historical significance.² As such, GPA's nomination application will focus on the history of the memorial itself from the time that it was constructed, rather than the 1915-1921 Armenian Genocide.

¹ "History of the Monument," ArmenianMonument.org, 2010, accessed November 2023, <http://armenianmonument.org/monument-history.html>.

² "National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation," National Park Service, Cultural Resources, eds. Patrick Andrus and Rebecca Shrimpton, accessed November 2023, https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf.

SCOPE OF WORK



To prepare the nomination application, GPA will perform the following tasks:

Task 1. Project Management and QA/QC - GPA will consult with the City and coordinate with the OHP reviewer as needed to complete the nomination. All work products will be internally peer reviewed for quality control. No work products will be shared outside of GPA without the express consent of the City.

Task 2. Records Search/Review Existing Information - A records search will be requested from the South Central Coastal Information Center (SCCIC) at CSU Fullerton to obtain any previously collected documentation associated with the resource. GPA will also review any existing information provided by the City such as maps, building permit records, and any previously prepared reports.

Task 3. Photography and Field Survey - A detailed field survey will be conducted to ascertain the current condition and integrity of the resource and its surroundings. Digital photographs will be taken for use in the application. Because the resource is located within a public park, it is anticipated that the property is readily accessible, and access will not need to be pre-arranged with the City.

Task 4. Research - GPA will conduct additional research as necessary to fill information gaps that may exist in the documentation provided by the City. The scope of research will include general research to determine the context(s) in which the resource should be evaluated and specific research to determine the potential significance of associated historic events, trends, and individuals that the resource may be directly associated. Anticipated sources include, but may not be limited to, historic photograph collections, records related to the development of the resource, newspaper articles, and historic aerial photographs.

Task 5. Draft Nomination Application - GPA will prepare a draft application to be submitted electronically to the City for review prior to submitting to OHP. The draft application will include, but not necessarily be limited to:

Cover Letter – GPA will prepare a cover letter to be submitted with the nomination. The Cover Letter will include the names and addresses of the applicant, the resource owner and local government with land-use authority, and a concise statement of significance.

DPR 523 Series Form Set – A draft DPR 523 series form set will be prepared consist of the following:

- i. Primary Record (DPR 523 A form) with representative photograph and detailed description of the resource.
- ii. Building, Structure, Object Record (DPR 523 B form) with sketch map and evaluation of the resource for California Register eligibility including: (1) identification and development of the relevant historic context(s) necessary for evaluating the resource; (2) identification of the types of resources important in illuminating that context and the physical characteristics those resources must possess to reflect the significance of the historic context; and (3) an assessment

SCOPE OF WORK



of whether the resource being evaluated has those required physical characteristics (integrity analysis of ability to convey its significance).

- iii. Location Map (DPR 523 J form) on the appropriate USGS map.
- iv. Continuation Sheet (DPR 523 L) with continued text from previous pages and additional information such as photographs, illustrations, or other relevant documentary evidence.

Task 6. Final Nomination Application - GPA will revise the draft application based upon one round of comments from the City and submit the final nomination application to OHP by mail. GPA will also submit a copy of the nomination to the SCCIC at CSU Fullerton as required.

OPTIONAL TASKS

Task 7. (Optional) Request for Information (RFI) Response - Responding to an RFI from OHP may be as simple as responding to an email, or it may require additional research and documentation. Because the level of effort needed to respond to an RFI may vary, GPA proposes to provide the City with an estimate of the anticipated costs to complete the response, based on our standard hourly rates and other direct costs (e.g., printing, travel), should an RFI be received. Any additional costs would be mutually agreed upon in writing prior to commencing the additional work.

Task 8. (Optional) Commission Hearing - Attendance at Commission hearings is typically not necessary; however, at the request of the City, GPA will (virtually) attend the Commission hearing and be available to answer any questions. GPA assumes that preparation of a presentation will not be required.

Task 9. (Optional) City Public Hearings - GPA will attend two (2) public meetings to formally seek input from the City and members of the public. GPA assumes City Staff would prepare a presentation/any associated slides summarizing the nomination application and present at the public meetings. GPA would attend in-person and be available only to answer any questions. If the City prefers GPA to prepare a presentation and present at the public hearings, this would result in additional costs, which would be mutually agreed upon in writing prior to commencing the additional work.

FEES AND TERMS



FEES AND TERMS

The fees for the services described in this proposal are outlined in the table below. It should be explicitly understood that hours may be allocated differently among tasks and staff persons.

Task	Employee	Hours	Rate	Cost	Subtotal
Task 1. Project Management and QA/QC	Senior AH	2	\$175.00	\$350.00	
	Associate AH	4	\$140.00	\$560.00	
	Task Subtotal	6			\$ 910.00
Task 2. Records Search/Review Existing Information	Associate AH	4	\$140.00	\$560.00	
	Task Subtotal	4			\$ 560.00
Task 3. Photography and Field Survey	Associate AH	4	\$140.00	\$560.00	
	Task Subtotal	4			\$ 560.00
Task 4. Research	Senior AH	4	\$175.00	\$700.00	
	Associate AH	14	\$140.00	\$1,960.0	
	Task Subtotal	18			\$ 2,660.00
Task 5. Draft Nomination Application	Senior AH	4	\$175.00	\$700.00	
	Associate AH	27	\$140.00	\$3,780.0	
	Task Subtotal	31			\$ 4,480.00
Task 6. Final Nomination Application	Senior AH	1	\$175.00	\$175.00	
	Sr. GIS Analyst	4	\$180.00	\$720.00	
	Associate AH	4	\$140.00	\$560.00	
	Task Subtotal	9			\$1,455.00
	Total Services	72		Total Cost	\$ 10,625.00
Expenses			Quantity	Rate	
Records Search (Task 2)					\$ 200.00
Mileage (Task 3)			25	0.655	\$ 16.38
Materials and Postage (Task 6)					\$ 50.00
				Expense Total	\$ 266.38
GRAND TOTAL WITH NO OPTIONAL TASKS					\$ 10,891.38
Optional Tasks	Employee	Hours	Rate	Cost	Subtotal
Task 8. State Historical Resources Commission (Commission) Hearing	Associate AH	4	\$140.00	\$560.00	
	Task Subtotal	4			\$ 560.00
				Total Cost For Optional Task 8	\$ 560.00
GRAND TOTAL WITH OPTIONAL TASK 8 ONLY					\$ 11,451.38
Task 9. City Public Hearings (two total)	Associate AH	8	\$140.00	\$1,120.0	
	Task Subtotal	8			\$ 1,120.00
Expenses (Optional Task 9)			Quantity	Rate	
Mileage			60	0.655	\$ 39.30
				Total Cost For Optional Task 9	\$ 1,159.30
GRAND TOTAL WITH OPTIONAL TASK 9 ONLY					\$ 12,050.68
GRAND TOTAL WITH OPTIONAL TASKS 8 AND 9					\$ 12,610.68



Terms

A fully executed service agreement will be required to commence work. The proposal is valid for 60 days for the proposed project and tasks as described in the scope of work above. If you agree to these fees and terms, please let us know and we will issue a contract. If you have any questions or require any additional information, such as proof of insurance, please do not hesitate to contact our office.

Assumptions

Changes to the proposed project may result in additional work and therefore may result in additional costs, which would be mutually agreed upon in writing prior to commencing the additional work.

If any of the above task-specific assumptions do not prove true, GPA will notify the City in writing and request a contract amendment for any additional work required to complete the California Register Nomination Application.



APPENDIX A

Selected Projects, Résumés, and References



Selected Projects

2020 North Beach Historic District, San Clemente – The North Beach Historic District consists of several indoor and outdoor recreational facilities that represent San Clement founder Ole Hanson’s master planned community concept for a “Spanish Village by the Sea.” The district includes a swimming pool, clubhouse, casino, restaurant, and theater designed in the Spanish Colonial Revival style. GPA prepared a National Register nomination form for the historic district.

Listing Date: December 15, 2020

Link to Documentation: [North Beach Historic District](#)

2020 Pioneer Oil Refinery, Santa Clarita – The Pioneer Oil Refinery was constructed in 1876. It was one of the earliest refineries in the state and may be the oldest remaining example of its kind in the world. Extant resources on the site include two brick and metal stills, sheds, a pump house, and cylindrical tanks for water, oil, and acid. GPA prepared a National Register nomination form to list the refinery as a historic district.

Listing Date: December 11, 2020

Link to Documentation: [Pioneer Oil Refinery](#)

2020 Pasadena Field Archery Range – The Pasadena Field Archery Range has been in continuous use since it was established in Lower Arroyo Seco Park by the Pasadena Roving Archers in 1936. The approximately seven-acre range includes twenty-eight targets and six practice butts. GPA prepared a National Register nomination form for the range.

Listing Date: November 20, 2020

Link to Documentation: [Pasadena Field Archery Range](#)

2020 National Chicano Moratorium March August 29, 1970, County of Los Angeles - The August 1970 Chicano Moratorium March was the largest demonstration of Mexican Americans in history up to that time. The march was an anti-war demonstration that also drew attention to domestic issues faced by Mexican Americans. The peaceful rally had a violent outcome resulting in three casualties, which came to overshadow the importance of the demonstration. GPA prepared a National Register Nomination Form for the 1970 march route under the Multiple Property Documentation Forms for the Chicano Moratorium in Los Angeles County as well as Latinos in Twentieth Century California.

Listing Date: November 16, 2020

Link to Documentation: [National Chicano Moratorium March August 29, 1970](#)

2019 Bank of Italy Building, Los Angeles – The Bank of Italy Building is an excellent example of the Beaux Arts style as designed by master architects Morgan, Walls & Morgan. It was completed in 1923 as the first purpose-built Los Angeles headquarters for the Bank of Italy (later Bank of America), and housed one of the nation’s first women’s banking departments, managed by Grace Stoerner. GPA prepared a National Register nomination form for the building as part of the Federal Rehabilitation Tax Credit Certification process.

Listing Date: July 19, 2019



- 2018** **Mar Vista Gardens, City of Los Angeles** - Mar Vista Gardens was the first public housing complex constructed in Los Angeles using funds from the Housing Act of 1949. It also embodies the distinctive characteristics of Garden City planning principles. GPA prepared a National Register nomination form for the complex under the Garden Apartment Complexes in the City of Los Angeles Multiple Property Documentation Form.
- Listing Date:** December 31, 2018
- 2017** **Edward Roybal House, City of Los Angeles** – Edward Roybal was one of the most influential Latino politicians in the United States. He was a member of the Los Angeles City Council from 1949 to 1962 and the U.S. House of Representatives from 1963 to 1993. GPA prepared a National Register Nomination Form for his residence under the Latinos in Twentieth Century California Multiple Property Documentation Form.
- Listing Date:** July 10, 2017
- 2015** **Forsyth Memorial School for Girls, City of Los Angeles** - The Forsyth Memorial School for Girls was constructed by the Presbyterian Church in 1914. It is a rare, surviving example of the attempts by Protestant denominations to Americanize Mexican immigrants in Los Angeles. GPA prepared a National Register Nomination Form for the property under the Latinos in Twentieth Century California Multiple Property Documentation Form.
- Listing Date:** June 24, 2015



Résumés

ANDREA GALVIN



Andrea Galvin is the President and Principal Architectural Historian of GPA. She has been professionally involved in the research and documentation of historic districts, sites, buildings, and structures since 1995. Her experience includes working for the California Department of Parks and Recreation preparing Historic Structures Reports, conducting architectural surveys of historic buildings and structures, the California Department of Transportation working on California Environmental Quality Act (CEQA) and Section 106 compliance, and the California Office of Historic Preservation reviewing projects for Section 106 and Secretary of the Interior's Standards compliance. As such, Ms. Galvin has a deep understanding of the environmental review process as it relates to historic resources and a close working relationship with decision-makers. Her past projects have included assisting numerous municipalities in developing historic preservation programs, managing large-scale historic resource surveys, and preparing Section 106 and CEQA compliance reports. Many of Ms. Galvin's projects have involved coordinating with many local, state, and federal agencies as well as conducting public outreach with stakeholder groups. She has conducted training on a wide variety of topics at conferences and workshops throughout California, and is an active member of several state and national preservation organizations.

Educational Background:

- M.S., Historic Preservation, University of Pennsylvania, 1999
- Certificate, Preservation Planning, Istanbul Technical University, Turkey, 1998
- B.S., Environmental Design, University of California, Davis, 1994

Professional Experience:

- GPA Consulting, President and Principal Architectural Historian, 2003-Present
- California Office of Historic Preservation, Assoc. Architectural Historian, 2002-2004
- Caltrans, District 7, Los Angeles, Assoc. Architectural Historian, 1999-01/ Headquarters, Sacramento, 2001-2004
- California Department of Parks and Recreation, Cultural Resource Specialist, 1995-1999

Qualifications:

- Meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Professional Activities:

- Immediate Past President and Trustee of the California Preservation Foundation
- Board Member, Preservation Action 2019-present

Selected Projects:

- Section 106 Support for the City of Los Angeles Housing and Community Development agency for the Rehabilitation of the William Mead Apartment Complex, 2016-present
- Long Beach Art Theater Historic Structures Report, 2013
- U.S. Department of General Services, International Building, San Ysidro Land Port of Entry Master Plan, San Ysidro, 2015-2019
- 6th Street Viaduct Replacement, Los Angeles, 2011-2019
- State Route 710, Los Angeles County, Section 106 Finding of Effect, 2017-2018
- Orange Coast College HABS-Like Documentation, Costa Mesa, 2016
- City of Long Beach On-Call Consultant for Section 106 Review of multiple CDBG-funded projects, 2013-2018
- Historic Structures Report for the Sugar Beet Factory in Chino, California, 2009
- St. Regis Condominium Preservation Plan, Long Beach, 2018
- Santa Paula Railroad Depot and Mill Rehabilitation, Santa Paula, 2007
- Poole Bunkhouse Maintenance Plan for Southern California Edison, 20015
- Nelles Correctional Facility Specific Plan, CEQA Historical Resource Report, Whittier, 2014-2015
- North Spring Street Viaduct Widening and Rehabilitation, Section 106 Finding of Effect, Los Angeles, 2011-2015
- Patriotic Hall, Preservation Plan, Los Angeles County, 2006
- Schroeder Hall, Long Beach, CEQA Historical Resources Technical Report, 2011



JENNA KACHOUR



Jenna Kachour is a Senior Associate Preservation Planner/Architectural Historian at GPA. She has been involved in the field of historic preservation since 2010. Jenna graduated from the University of Southern California with a Master of Planning and a Certificate in Historic Preservation. She has since worked in private urban planning and historic preservation consulting in California. Jenna joined GPA in 2013 and has skillfully supervised the preparation of environmental compliance documents in accordance with the California Environmental Quality Act, National Environmental Quality Act, and Section 106 of the National Historic Preservation Act for numerous transportation projects throughout California. Projects such as High Speed Rail and Interstate 605/State Route 60 Corridor Improvement have entailed the management of historical resource surveys through multiple cities in Los Angeles County. Jenna is also experienced in preparing applications for Mills Act Historic Property Contracts as well as inspecting properties with existing contracts.

Educational Background:

- Master of Planning, University of Southern California, 2007
- Certificate, Historic Preservation, University of Southern California, 2007
- B.S., Public Policy, Management and Planning, University of Southern California, 2007

Professional Experience:

- GPA Consulting, Senior Associate Preservation Planner/Architectural Historian, 2021-Present
- GPA Consulting, Senior Preservation Planner, 2017-2021
- GPA Consulting, Associate Preservation Planner, 2013-2016
- Pasadena Heritage, Preservation Director, 2010-2013
- Deborah Murphy Urban Design + Planning, Planner, 2009-2010
- Brown/Meshul, Inc. Land Use Consultants, Assistant Project Manager, 2006-2009

Qualifications:

- Meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.
- National Preservation Institute, Section 106: An Introduction

Selected Projects:

- 1336-1400 Gordon Street, Los Angeles, CEQA Historical Resource Evaluation Report, 2016
- 1442-52 Tamarind Avenue, Los Angeles, CEQA Historical Resource Evaluation Report, 2016
- 1500 W. Adams Boulevard, Los Angeles, CEQA Historical Resource Technical Report, 2022-2023
- 199 Race Street, San Jose, Evaluation and DPR Form Set, 2021
- 3008 Wilshire Boulevard, Los Angeles, CEQA Historical Resource Evaluation Report, 2022-2023
- 3200 W. Adams Boulevard, Los Angeles, Secretary of the Interior's Standards Compliance Memo, 2015
- 949 S. Hope Street, Los Angeles, CEQA Historical Resource Technical Report, 2017
- African American Historic Context Statement, Los Angeles, 2017
- Drake Park Historic District Survey Update, Long Beach, 2018-2019
- Everett Phipps Babcock House, Pasadena, Local Landmark Nomination, 2012
- Figueroa & Flower, Los Angeles, CEQA Historical Resource Technical Report, 2018
- Markham Place Historic District, Pasadena, National Register Nomination, 2013
- Monticello Manor, Pasadena, Local Landmark Nomination, 2012
- Olympic & Figueroa, Los Angeles, CEQA Historical Resource Technical Report, 2017
- Sunset & Everett, Los Angeles, Historical Resource Evaluation Report, 2014
- Sunset Junction, Los Angeles, CEQA Historical Resource Evaluation Report, 2015



AMANDA DUANE



Amanda Duane is an Associate Architectural Historian at GPA. She has been involved in the field of historic preservation since 2011. Amanda graduated from Savannah College of Art and Design with a Bachelor of Fine Art degree in Historic Preservation. She has since worked in local government and private historic preservation consulting in California. Amanda joined GPA in 2012 and her experience has included the preparation of environmental compliance documents in accordance with the California Environmental Quality Act and Section 106 of the National Historic Preservation Act; Historic American Buildings Survey/Historic American Engineering Record recordation; large-scale historic resources surveys; Federal Rehabilitation Tax Credit and Mills Act applications; National Register Place nominations; local landmark applications; historic context statements; and evaluations of eligibility for a wide variety of projects and property types throughout California. She is experienced in expertly guiding property owners through the process of securing local and federal historic tax credits and working with local governments to develop design guidelines for administering local design review. Amanda is also highly skilled in graphic design as well as interpretation and exhibition design.

Educational Background:

- B.F.A, Historic Preservation, Savannah College of Art and Design, 2011

Professional Experience:

- GPA Consulting, Associate Architectural Historian, 2012-Present
- GPA Consulting, Associate Architectural Historian, 2017-2021
- GPA Consulting, Architectural Historian II, 2014-2017
- GPA Consulting, Architectural Historian I, 2012-2014
- Architectural Resources Group, Intern, 2012
- City of Los Angeles, Office of Historic Resources, Intern, 2011-2012

Qualifications:

- Meets the Secretary of the Interior's Professional Qualification Standards for architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.
- National Preservation Institute, Section 106: An Introduction

Professional Activities:

- California Preservation Foundation Conference Programs Committee, 2017

Selected Projects:

- 1527 17th Street, Santa Monica, Local Landmark Application, 2018
- 325 Georgina Avenue, Santa Monica, Landmark Assessment Report, 2022
- 631 Colorado Avenue, Santa Monica, Landmark Assessment Report, 2021
- African American Historic Context Statement, Los Angeles, 2017
- Agfa-Ansco Company Building, Los Angeles, Historic-Cultural Monument Application, 2018
- Bank of Italy, Los Angeles, Federal Tax Credit Application and National Register Nomination, 2015-2019
- Bartlett Building, Los Angeles, Historic-Cultural Monument Application, 2014
- Casa de Rosas, Los Angeles, Federal Tax Credit Application, Part 3, 2022
- Community Laundry Company Building, Los Angeles, Historic-Cultural Monument Application, 2018
- Drake Park Historic District Survey Update, Long Beach, 2018-2019
- Grand Central Market, Los Angeles, Historic-Cultural Monument Application, 2018-2019
- Immanuel Baptist Church, Long Beach, Landmark Application, 2017
- Jewish History of Los Angeles Historic Context Statement, 2016
- Mar Vista Gardens, Los Angeles, National Register Nomination, 2018
- Million Dollar Theater, Los Angeles, Historic-Cultural Monument Application, 2018-2019
- Pioneer Oil Refinery, Santa Clarita, National Register Nomination, 2020



AUDREY VON AHRENS



Audrey von Ahrens is an Associate Architectural Historian at GPA. She has been involved in the field of historic preservation since 2013. Audrey graduated from the University of Pennsylvania with a Master of Science in Historic Preservation and City Planning where she focused on preservation planning and community economic development. She has since worked in private historic preservation consulting in California. Audrey joined GPA in 2017 and her experience has included the preparation of environmental compliance documents in accordance with the California Environmental Quality Act and Section 106 of the National Historic Preservation Act; historic context statements; Secretary of the Interior's Standards analysis; large-scale historic resources surveys; and evaluations of eligibility for a wide variety of projects and property types throughout Southern California. Audrey is also experienced in coordinating with property owners and local governments in the preparation and review of Mills Act Property Contract applications and the inspection and reporting of properties applying for or with existing contracts.

Educational Background:

- M.S., Historic Preservation, University of Pennsylvania, 2016
- Master of City Planning, University of Pennsylvania, 2016
- B.A., Architectural Studies and Urban Studies, University of Pittsburgh, 2013

Professional Experience:

- GPA Consulting, Associate Architectural Historian, 2021-present
- GPA Consulting, Architectural Historian II, 2017-2021
- Heritage Consulting, Inc., Intern, 2015-2016
- Tacony Community Development Corp., Intern, 2014
- Pittsburgh History & Landmarks Foundation, Intern, 2013
- University of Pittsburgh, Teaching Assistant, 2012-2013
- Pittsburgh Planning Department, Intern, 2012

Qualifications:

- Meets the Secretary of the Interior's Professional Qualification Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Professional Activities:

- Downtown Los Angeles Neighborhood Council (DLANC), Planning and Land Use Committee, 2018-present
- DLANC, Board of Directors, Alternate, 2019-present

Selected Projects:

- African American Historic Context Statement, Los Angeles, 2017
- 329 Avenida Cabrillo, San Clemente, Secretary of the Interior's Standards Compliance Memo, 2021
- 416 Holly Street, Laguna Beach, Local Landmark Application, 2021
- 818 Grant Street, Santa Monica, Local Landmark Application, 2020-2021
- Casa de Rosas, Los Angeles, Federal Tax Credit Application, 2017-2022
- Casa Romantica, San Clemente, Secretary of the Interior's Standards Compliance Memo, 2018
- CF Braun & Company Plant, Alhambra, CEQA Historical Resource Technical Report, 2018
- Farmers & Merchants Bank Building, Los Angeles, Preservation Plan, 2017
- Granada Theater, Ontario, CA, Preservation Plan, 2022
- Hollywood Roosevelt, Los Angeles, Preservation Plan, 2017
- Hooper Center, Webb Schools, Claremont, Secretary of the Interior's Standards Compliance Memo, 2018
- National Chicano Moratorium March August 29, 1970, Los Angeles County, National Register Nomination, 2019-2020
- North Beach Historic District, San Clemente, National Register Nomination, 2020
- Pasadena Field Archery Range, Pasadena, National Register Nomination, 2020
- West Covina Historic Resources Survey and Context Statement Update, 2018-2019
- Whittier Citrus Association Packing House, Whittier, Historic Preservation Treatment Plan and Secretary of the Interior's Standards Compliance Memos, 2022-present
- WM Keck Science Center, Scripps College, Claremont, Secretary of the Interior's Standards Compliance Memo, 2018



EMMA HAGGERTY



Emma Haggerty is an Associate Architectural Historian at GPA and has been involved in the field of historic preservation since 2016. Emma graduated from the University of Vermont with a Master of Science in Historic Preservation. She has since worked in the public sector in both New Jersey and California on a variety of projects. Emma joined GPA in 2021 and her experience has included review of environmental compliance documents in accordance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA); design review for consistency with the Secretary of the Interior's Standards (SOIS); and municipal code compliance. Additionally, Emma has experience reviewing Mills Act Applications, preparing Mills Act Contracts, and performing site inspections for properties under and interested in the Mills Act.

Educational Background:

- M.S., Historic Preservation, University of Vermont, 2018
- B.A., Planning and Public Policy, Rutgers University, 2016

Professional Experience:

- GPA Consulting, Associate Architectural Historian, 2021-Present
- City of San Diego, Historical Resources Senior Planner & Mills Act Coordinator, 2018-2021
- New Jersey Historic Preservation Office, Program Associate, 2018
- National Trust for Historic Preservation – Lyndhurst Mansion, Historic Preservation Intern, 2017

Qualifications:

- Meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Selected Projects:

- 1102 Pacific Coast Highway, City of Huntington Beach, CEQA Historical Resource Technical Report, 2021
- 2501 Curtis Avenue, Redondo Beach, CEQA Historical Resource Evaluation Report, 2021 –2022
- 3014 4th Street, City of Santa Monica, Local Landmark Assessment, 2022
- 3232 Dove Street, San Diego, Historical Resources Research Report, 2022
- 325 Georgina Avenue, City of Santa Monica, Local Landmark Assessment, 2022
- 400-432 S. San Vicente Boulevard, City of Los Angeles, CEQA Historical Resource Evaluation Report, 2022
- 631 Colorado Avenue, City of Santa Monica, Local Landmark Assessment, 2021 –2021.
- 660-664 W. Wilson Avenue, City of Glendale, CEQA Historical Resource Evaluation Report, 2022
- Carnegie Library, City of Yreka, Historic Structures Report and Section 106 Finding of No Adverse Effect Report, 2022
- Chula Vista Center, City of Chula Vista, CEQA Historical Resource Evaluation Report, 2021 –2022
- Ole Hanson Beach Club, City of San Clemente, Secretary of Interior's Standards Compliance, 2022
- Sewage Pumping Plant #669, Port of Los Angeles, Historical Resources Technical Memorandum, 2022
- Telfair Multi-Modal Bridge, City of Los Angeles, USACE Cultural Resources Assessment Report, 2022
- Whittier Citrus Association Packing House, Historic Preservation Treatment Plan, 2022



Standard Rates

Principal Architectural Historian	\$315.00/hr
Senior Associate Architectural Historian	\$210.00/hr
Senior Architectural Historian	\$175.00/hr
Associate Architectural Historian	\$140.00/hr
Sr. GIS Analyst	\$180.00/hr.

References

Lambert Giessinger

City of Los Angeles
Senior Architect
Office of Historic Resources
221 N. Figueroa Street, Suite 1350
Los Angeles, CA 90012
(213) 847-3651

Christopher Koontz

City of Long Beach
Deputy Director
Development Services Department
411 West Ocean Boulevard, 3rd Floor
Long Beach, CA 90802
(562) 570-6288

Kevin Johnson

City of Pasadena
Senior Planner, Design and Historic Preservation
175 N. Garfield Avenue
Pasadena, CA 91101
(626) 744-7806

Stephanie Reich, AIA, LEED AP

City of Santa Monica
Design and Historic Preservation Planner
Community Development
1685 Main Street, Room 212
Santa Monica, CA 90401
Stephanie.reich@santamonica.gov

Antonio Castillo

City of West Hollywood
Senior Planner
Current and Preservation Planning
8300 Santa Monica Boulevard
West Hollywood, CA 90069
(323) 848-6854

Stephen Riley

City of Livermore
Principal Planner
Community Development
1052 South Livermore Avenue
Livermore, CA 94550
(925) 960-4461

Luis G. Escobedo, AICP

City of Whittier
Assistant Director of Community Development
13230 Penn Street
Whittier, CA 90602
(562) 567.9320

Jonathan Lightfoot

City of San Clemente
Economic Development Officer
Economic Development & Business Services
910 Calle Negocio Suite 100
San Clemente, CA 92673
(949) 361-8254

CAPITOL OFFICE
1021 O STREET
SUITE 6620
SACRAMENTO, CA 95814
TEL (916) 651-4030

DISTRICT OFFICE
12501 IMPERIAL HWY.
SUITE 110
NORWALK, CA 90650
TEL (562) 406-1001

California State Senate

SENATOR
BOB ARCHULETA

THIRTIETH SENATE DISTRICT



August 1, 2023

Montebello City Council
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Request for a closed door session to discuss steps toward designating the Armenian Genocide Martyrs Monument as a California Historical Landmark.

Dear Mayor Torres and Councilmembers:

I am writing to express my support for designating the Armenian Genocide Martyrs Monument in Montebello as a California Historical Landmark and request that the Montebello City Council convene a closed session to discuss obtaining a written letter of consent from the monument's property owner for this purpose.

The Los Angeles region has the largest Armenian community in the United States and Montebello is home to the oldest Armenian community in Los Angeles. As elected officials, it is vital that we continue supporting the Armenian community to guarantee that future generations learn from the Armenian Genocide and to prevent an atrocity like this from happening again.

In order for present and future generations to learn about the injustices that the Armenian community faced, there must be a complete and accurate account of history. Monuments provide a public setting for visitors to reflect on and learn from the hardships of the past. I am eternally grateful to the Armenian community and the descendants of survivors across the globe for their perseverance and their dedication to the cause of justice.

Designating this monument as a California Historical Landmark will strengthen the bond between Montebello and the Armenian community. This monument is the largest and oldest in the United States dedicated to the Armenian Genocide. I strongly believe that it is time we take steps toward designating this important site as a California Historical Monument.

Thank you for your consideration of this request. If you would like further information or have any questions, please do not hesitate to contact me and my office at 916-651-4030.

Sincerely,

Bob Archuleta
State Senator, 30th District

RESOLUTION NO. 8362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SETTING ASIDE A SITE IN BICKNELL PARK FOR THE ERECTION OF A MONUMENT TO COMMEMORATE THE 50TH ANNIVERSARY OF THE ARMENIAN MASSACRE OF 1915.

WHEREAS, fifty-one years ago, on April 24, 1915, the Government of Turkey ordered the commencement of a systematic plan of massacre of the Armenian nation, which, before its termination, took a toll of 1,000,000 lives, with an additional 1,000,000 persons being displaced, ill and in want; it is marked forever as the first modern massacre and, in 1941, served as the prototype, inspiration and model of the Nazi pogroms; and

WHEREAS, the beginning of the Armenian Martyrdom marked the opening of the many important contributions to the Allied war effort in World War I by the Armenian nation; and the sacrifice of the Armenian nation in the cause of virtuous government, freedom, justice and human rights, reflected in the fact that Armenia, although one of the smallest Allies of the Western Alliance, suffered more casualties than any other member of that Alliance, serves to remind us that mankind is indeed ready to perish in the interest of noble causes nearer and dearer to the human heart than life itself; and

WHEREAS, of those Armenians who were able to flee and escape from the Turks, large numbers emigrated to the United States, where they found a new homeland free from tyranny and oppression; they have prospered and enriched the economy and culture of their adopted homeland, and many have become leaders of their communities, not the least of which in the greater Los Angeles area is in the City of Montebello, it being one of the largest Armenian-American population centers in the nation; and

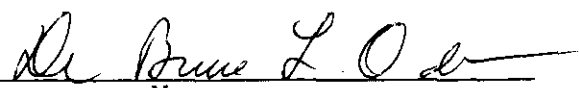
WHEREAS, the City Council feels that it is fitting and appropriate that a permanent monument be erected in the City of Montebello to pay tribute to their self-sacrifice;

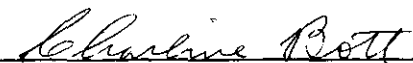
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO:

SECTION 1. That in this Fifty-First Anniversary Year of the 1915 Turkish massacre of the Armenian Nation, an appropriate site shall be set aside at Bicknell Park by further order of this Council, whereupon the Commemorative Monument Committee of the Armenian Martyrs shall be allowed to erect a monument to honor the memory of those who perished at the sword of violence.

SECTION 2. That the City Clerk shall certify to the adoption of this resolution and transmit a certified copy thereof to the Chairman of the Commemorative Monument Committee.

ADOPTED AND APPROVED this 19th day of April, 1966.


Mayor

ATTEST: 
City Clerk

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

I, Charline Bott, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at an adjourned regular meeting thereof held on the 19th day of April, 1966, by the following vote:

AYES: Councilmen: Lambo, Shepherd, Spada, Zimmer, Odou

NOES: Councilmen: None

ABSENT: Councilmen: None



City Clerk



ITEM # 6

CITY OF MONTEBELLO CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2023**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2023 (Second Quarter of Fiscal Year 2023-24).

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of December 31, 2023 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

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

	June 30, 2021	June 30, 2022	June 2023	Dec 31, 2022	Dec 31, 2023	Var to Same Qtr/Prior Yr
General	53,894,820	78,705,924	104,439,663	71,627,595	100,406,644	28,779,049
Successor Agency	13,524,868	19,405,616	17,615,874	15,302,825	14,965,332	(337,494)
Housing Successor Agency	455,562	633,672	1,269,432	1,056,552	2,568,425	1,511,872
Trust & Agency	1,300,657	1,091,804	1,091,798	1,118,880	1,159,055	40,175
401 a(h) Trust Accounts	13,565	13,564	13,564	13,564	13,564	-
	69,189,471	99,850,581	124,430,333	89,119,417	119,113,020	29,993,603

As of December 31 2023, total available cash was \$29.994 million greater than the same

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 6

quarter of the prior year (i.e., December 31, 2022). The City's overall cash position has improved over the years. For example, the June balance for the past eight years is shown below:

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

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$124.430 million as of June, 2023 – a \$76.274 million improvement in the City's available cash position (LAIF, BMO, etc.), or put another way a 258% increase. Comparing December 2016 vs. December 2023 cash balances, there has been an \$86.042 million increase in available cash (a 360% increase over the seven year period).

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

It should also be noted that monthly cash balances fluctuate, as monthly expenses can vary considerably from month-to-month, especially when comparing prior years. The chart below shows second quarter 2022 vs. second quarter 2023 (October – December). The monthly variances within each quarter can be significant:

	Oct 31, 2022	Nov 30, 2022	Dec 31, 2022	Oct 2023	Nov 2023	Dec 2023
General	55,288,730	58,780,766	71,627,595	88,870,237	95,225,778	100,406,644
Successor Agency	15,307,325	15,302,000	15,302,825	14,970,955	14,966,268	14,965,332
Housing Successor Agency	1,055,592	1,056,552	1,056,552	2,567,465	2,567,945	2,568,425
Trust & Agency	1,121,088	1,120,451	1,118,880	1,141,185	1,143,616	1,159,055
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	72,786,301	76,273,335	89,119,417	107,563,406	113,917,171	119,113,020

The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year.

Despite these natural fluctuations in cash flow, one can see by the tables above that the

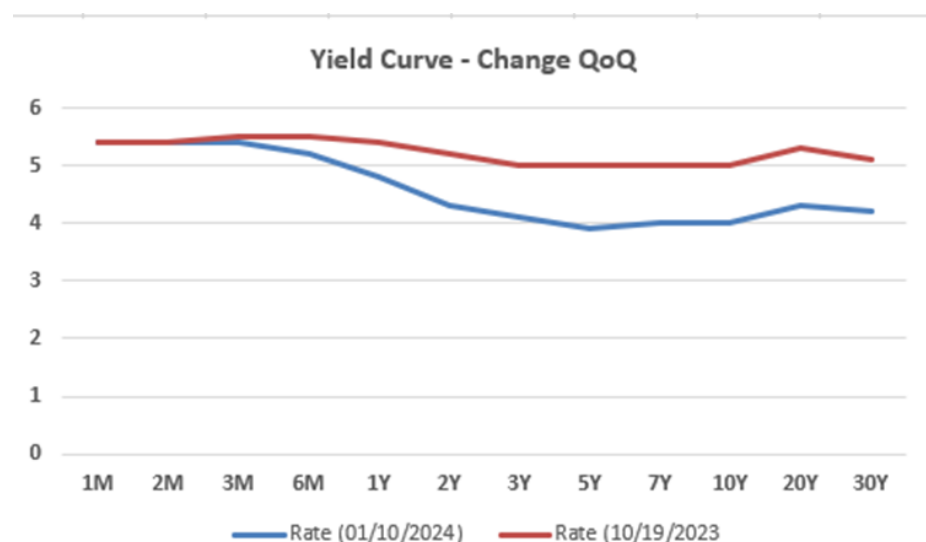
CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 3 of 6

City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides additional financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$159,174 in annual investment income between FY 2015-16 and FY 2023-24. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twenty-four months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation. Combined with the large increase in total available cash, the General Fund realized \$665,162 in revenue from its investments in FY 2022-23, with projected revenue for FY 2023-24 at \$810,000.

The effective rate of return on the City's investment portfolio as of September 30, 2023 was 1.06%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. The chart below shows a comparison between Treasury yields – based on length of the note – during the second quarter of 2023 (October – December):



BACKGROUND/DISCUSSION:

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

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 4 of 6

The City of Montebello holds idle cash in various depositories:

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

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

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

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$1.736 million).

The table below provides an overview of the City’s major liquid cash accounts: BMO checking and the two separate LAIF accounts, from June, 2020 through September 2023. The average quarterly balance for the City’s checking account since June 2020 is \$13.426 million, more than sufficient to meet weekly expenses.

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 5 of 6

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	APRIL	\$ 24,965,254	\$ 75,000,000	\$ 14,255,276
2023	MAY	\$ 25,879,884	\$ 75,000,000	\$ 14,255,276
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
2023	JULY	\$ 17,254,480	\$ 75,000,000	\$ 14,367,200
2023	AUGUST	\$ 17,475,568	\$ 75,000,000	\$ 14,367,200
2023	SEPTEMBER	\$ 10,189,195	\$ 75,000,000	\$ 14,367,200
2023	OCTOBER	\$ 8,908,190	\$ 75,000,000	\$ 14,496,758
2023	NOVEMBER	\$ 15,154,746	\$ 75,000,000	\$ 14,496,758
2023	DECEMBER	\$ 20,218,537	\$ 75,000,000	\$ 14,496,758
		\$ 13,425,640	\$ 56,591,613	\$ 12,363,437

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

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

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

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2023

ATTACHMENT(S)

1. Attachment A - Monthly Cash Report
2. Attachment B - Portfolio Summary

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DECEMBER 31, 2023**

BANK OF THE WEST

	Account Number	Account Name	12/31/23
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$2,568,424.63
2	XXXX-XX093	Successor Agency of the City of Montebello	\$468,573.65
3	XXXX-71041	City of Montebello	\$3,452,107.52
4	XXXX-00184	City of Montebello - FSA	\$13,062.94
5	XXXX-XX331	General	\$20,218,536.78
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$801,885.19
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$338,043.02
			\$27,866,697.72

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/23
1	XX-XX-551	General	\$75,000,000.00
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$14,496,757.87
			\$89,496,757.87

FIRST MERCANTILE TRUST

	Account Number	Account Name	12/31/23
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			\$13,564.46

Pershing LLC - CDs

	Account Number	Account Name	12/31/23
CD		Enerbank USA (10/9/19-9/13/23)	\$249,000.00
CD		Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
CD		RIA Federal Credit Union (10/11/19-10/11/23)	\$249,000.00
CD		BMW Bank North America (10/11/19-10/11/23)	\$247,000.00
CD		Merrick Bank (10/18/19-10/18/24)	\$249,000.00
CD		Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
CD		HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			\$1,736,000.00

Total General Cash/Investments	\$100,406,644.30
Total SA Cash/Investments	\$14,965,331.52
Total HSA Cash/Investments	\$2,568,424.63
Total T&A Cash/Investments	\$1,159,055.14
Total Trustee Cash	\$13,564.46
Total Cash/Investments	\$119,113,020.05

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	98.70	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	991,000.00	991,000.00	991,000.00	1.30	1,813	323	1.727	1.751
	75,991,006.38	75,991,006.38	75,991,006.38	100.00%	25	5	1.298	1.316

Investments

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	23,670,644.30	23,670,644.30	23,670,644.30		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	1,523,566.49	1,523,566.49	1,523,566.49					
Subtotal		25,194,917.96	25,194,917.96					
Total Cash, Pending Redemptions and Investments	101,185,217.17	101,185,924.34	101,185,924.34		25	5	1.298	1.316

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		84,912.86	507,814.04
Average Daily Balance		94,647,909.34	95,126,295.71
Effective Rate of Return		1.06%	1.06%

..

Reporting period 12/01/2023-12/31/2023

Run Date: 01/03/2024 - 18:04

Portfolio GEN
CP
PM (PRF_PM1) 7.3.11
Report Ver. 7.3.11
Page 39 of 574

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 2023

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	200	STATE OF CALIFORNIA		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310		1.310	1	
	Subtotal and Average		75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.310	1	
Savings Accounts												
	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
	Subtotal and Average		6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	492	05/07/2025
	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	291	10/18/2024
	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	248	09/05/2024
	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	261	09/18/2024
	Subtotal and Average		991,000.00		991,000.00	991,000.00	991,000.00			1.751	323	
Total and Average			94,647,909.34		75,991,006.38	75,991,006.38	75,991,006.38			1.316	5	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	23,670,644.30	23,670,644.30	23,670,644.30			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		707.17	707.17				1
				Subtotal		23,671,351.47	23,671,351.47				
Total Cash and Investments			94,647,909.34		99,661,650.68	99,662,357.85	99,662,357.85			1,316	5

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	200	LAIF		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	552,038.97	0.00	
	Subtotal and Average		75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	552,038.97	0.00	
Savings Accounts													
	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.14	0.00	
	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
	Subtotal and Average		6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.66	0.00	
Negotiable CDs													
	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	492	1.300	2,095.60	0.00	05/07/2025
	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	291	1.902	2,553.44	0.00	10/18/2024
	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	248	1.902	3,445.82	0.00	09/05/2024
	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	261	1.902	3,445.82	0.00	09/18/2024
	Subtotal and Average		991,000.00		991,000.00	991,000.00	991,000.00	1.750	323	1.751	11,540.68	0.00	
Total and Average			94,647,909.34		75,991,006.38	75,991,006.38	75,991,006.38	1.316	5	1.316	556,032.99	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	23,670,644.30	23,670,644.30	23,670,644.30	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		23,671,351.47	23,671,351.47					
Total Cash and Investments			94,647,909.34		99,661,650.68	99,662,357.85	99,662,357.85	1.003	4	1.003	556,032.99	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
December 31, 2023

Page 1

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	200	LAIF	75,000,000.00	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		75,000,000.00	75,000,000.00
Local Agency Investment Funds Totals			75,000,000.00				1.292	1.310		0.00	75,000,000.00	75,000,000.00
Savings Accounts												
	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			991,000.00				1.727	1.751		707.17	991,000.00	991,000.00
Investment Totals			75,991,006.38				1.298	1.316		707.17	75,991,006.38	75,991,006.38

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	23,670,644.30			08/31/2019	0.000	0.000	07/31 - Monthly		23,670,644.30	23,670,644.30
Cash Totals			23,670,644.30							0.00	23,670,644.30	23,670,644.30
Total Cash and Investments			99,661,650.68				1.298	1.316		707.17	99,661,650.68	99,661,650.68

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
December 31, 2023

Page 1

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
Subtotal					994,000.00
Total Pending Redemptions					1,523,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2023 through December 31, 2023

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	75,000,000.00					75,000,000.00
Savings Accounts (Monthly Summary)								
		Subtotal	6.38					6.38
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				5,180,866.05	0.00	
		Subtotal	18,489,778.25			5,180,866.05	0.00	23,670,644.30
Negotiable CDs								
		Subtotal	991,000.00					991,000.00
		Total	94,480,784.63			5,180,866.05	0.00	99,661,650.68

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
December	2022	11	41,387,111.57	1.311	1.330	1.310	0	0	71	22
January	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	14
February	2023	11	63,612,885.49	1.305	1.323	1.310	0	0	46	13
March	2023	11	80,612,885.49	1.302	1.320	1.310	0	0	37	10
April	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	10
May	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	9
June	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
July	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
August	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	7
September	2023	11	76,487,006.38	1.301	1.319	1.310	0	0	34	6
October	2023	10	75,991,006.38	1.298	1.316	1.310	0	0	25	6
November	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	6
December	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	5
Average		10	72,105,063.50	1.302%	1.320%	1.310	0	0	38	10

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

Security Type	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	95.8	97.3	97.3	97.9	97.7	97.7	97.7	97.7	97.7	98.1	98.7	98.7	98.7	97.8%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	4.2	2.7	2.7	2.2	2.3	2.3	2.3	2.3	2.3	1.9	1.3	1.3	1.3	2.2%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2023

Page 1

December 31Month Ending

Fiscal Year To Date

CD/Coupon/Discount Investments:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	11,540.68	16,459.47
Less Accrued Interest at Beginning of Period	(10,073.03)	(4,292.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,467.65	12,166.64
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,467.65	12,166.64

Pass Through Securities:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Cash/Checking Accounts:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	544,492.31	544,492.31
Less Accrued Interest at Beginning of Period	(461,047.10)	(48,844.91)
Interest Earned during Period	83,445.21	495,647.40

Total Interest Earned during Period	84,912.86	507,814.04
--	------------------	-------------------

Total Capital Gains or Losses	0.00	0.00
--------------------------------------	-------------	-------------

Total Earnings during Period	84,912.86	507,814.04
-------------------------------------	------------------	-------------------

Portfolio GEN

CP

PM (PRF_PM6) 7.3.11

Report Ver. 7.3.11

Page 50 of 574

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2023

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,496,757.87	14,496,757.87	14,496,757.87	100.00	1	1	0.334	0.339
	14,496,757.87	14,496,757.87	14,496,757.87	100.00%	1	1	0.334	0.339
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	468,573.65	468,573.65	468,573.65		1	1	0.000	0.000
Total Cash and Investments	14,965,331.52	14,965,331.52	14,965,331.52		1	1	0.334	0.339

Total Earnings	December 31	Month Ending	Fiscal Year To Date
Current Year		4,173.87	24,613.65
Average Daily Balance		14,966,237.44	
Effective Rate of Return		0.33%	

..

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	100	STATE OF CALIFORNIA		07/01/2019	14,496,757.87	14,496,757.87	14,496,757.87	0.339		0.339	1	
Subtotal and Average			14,496,757.87		14,496,757.87	14,496,757.87	14,496,757.87			0.339	1	
Total and Average			14,966,237.44		14,496,757.87	14,496,757.87	14,496,757.87			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	468,573.65	468,573.65	468,573.65			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			14,966,237.44		14,965,331.52	14,965,331.52	14,965,331.52			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	100	LAIF		07/01/2019	14,496,757.87	14,496,757.87	14,496,757.87	0.339	1	0.339	21,102.20	0.00	
	Subtotal and Average		14,496,757.87		14,496,757.87	14,496,757.87	14,496,757.87	0.339	1	0.339	21,102.20	0.00	
	Total and Average		14,966,237.44		14,496,757.87	14,496,757.87	14,496,757.87	0.339	1	0.339	21,102.20	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	468,573.65	468,573.65	468,573.65	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			14,966,237.44		14,965,331.52	14,965,331.52	14,965,331.52	0.328	1	0.328	21,102.20	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
December 31, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	100	LAIF	14,496,757.87	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,496,757.87	14,496,757.87
Local Agency Investment Funds Totals			14,496,757.87				0.334	0.339		0.00	14,496,757.87	14,496,757.87
Investment Totals			14,496,757.87				0.334	0.339		0.00	14,496,757.87	14,496,757.87

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
December 31, 2023

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	468,573.65			08/31/2019	0.000	0.000	09/30 - Monthly		468,573.65	468,573.65
Cash Totals			468,573.65							0.00	468,573.65	468,573.65
Total Cash and Investments			14,965,331.52				0.334	0.339		0.00	14,965,331.52	14,965,331.52

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2023 through December 31, 2023

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	14,496,757.87					14,496,757.87
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	936.12	
		Subtotal	469,509.77			0.00	936.12	468,573.65
		Total	14,966,267.64			0.00	936.12	14,965,331.52

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

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
December	2022	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
January	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
February	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
March	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
April	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
May	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
June	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
July	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
September	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
October	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
November	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
December	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
Average		2	14,296,356.85	0.334%	0.339%	0.339	0	0	1	1

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

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

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2023

Page 1

December 31Month Ending

Fiscal Year To Date

CD/Coupon/Discount Investments:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Pass Through Securities:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00

Cash/Checking Accounts:

Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	21,102.20	21,102.20
Less Accrued Interest at Beginning of Period	(16,928.33)	(-3,511.45)
Interest Earned during Period	4,173.87	24,613.65

Total Interest Earned during Period	4,173.87	24,613.65
--	-----------------	------------------

Total Capital Gains or Losses	0.00	0.00
--------------------------------------	-------------	-------------

Total Earnings during Period	4,173.87	24,613.65
-------------------------------------	-----------------	------------------

Portfolio SA

CP

PM (PRF_PM6) 7.3.11

Report Ver. 7.3.11

Page 61 of 574



ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **ADOPT RESOLUTION NO. 24-01 APPROVING THE ADOPTION OF CALIFORNIA LABOR CODE SECTION 3363.5 EXTENDING THE CITY OF MONTEBELLO'S WORKERS' COMPENSATION PROGRAM TO VOLUNTEERS**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-01 Adopting California Labor Code Section 3363.5 Extending Coverage of Volunteers by the City of Montebello's Workers' Compensation Program.

FISCAL IMPACT:

There is no direct fiscal impact with the adoption of the proposed Resolution. The indirect fiscal impact would be the result of limiting the City's potential liability for any volunteer injuries.

BACKGROUND/DISCUSSION:

The City of Montebello Fire Department is developing a Community Emergency Response Team (CERT) Program. This Program, approved by the City Council, will be comprised of volunteers from the community, managed and overseen by City employees. The City currently uses volunteers for other City programs (e.g., Parks and Recreation). The creation of the CERT Program prompted the staff to review its policies and procedures concerning the use of volunteers since the most recent applicable Resolutions were adopted and updated in 1943 and 1946 (Attachments C and D).

Therefore, it is imperative that these Resolutions be updated to reflect current labor laws, as well as limit the City's overall liability should a volunteer be injured during their participation in a City-sponsored program. In addition to the updated Resolution (Attachment A), a "Volunteer Policy" document has been updated (Attachment B) to reflect the changes in the proposed Resolution, as well as to make other necessary changes to ensure its applicability to volunteers across all City-sponsored programs.

ENVIRONMENTAL:

N/A

ANALYSIS:

According to California Labor Code Section 3363.5, public employers may choose to extend Workers' Compensation coverage to volunteers that perform services for the organization. Workers' Compensation coverage is not mandatory for volunteers as it is for regular (i.e., full-time or part-time) employees.

Workers' Compensation is a no-fault system, and with few exceptions, is the exclusive remedy for injuries and illnesses suffered while working. If volunteers are covered, they will be entitled to the same benefits as any of the paid staff. Workers' Compensation benefits are finite and limited to medical, disability, and retraining costs associated with a specific impairment.

If volunteers are excluded from Workers' Compensation coverage, they can seek a remedy in the civil court system in the event of an injury. The court or jury may award compensation for pain and suffering plus other damages. While the volunteer must prove fault, the civil awards are often much higher than the corresponding Workers' Compensation benefits and can include claims for the workers' spouses for loss of consortium.

It should also be noted that having volunteers sign a Release and Waiver of Liability form does not ensure that the volunteers cannot pursue a civil remedy. In *City of Santa Barbara v. Superior Court*, the California Supreme Court stated, "[w]e conclude, consistent with dicta in California cases and with the vast majority of out-of-state cases and other authority, that an agreement made in the context of sports or recreational programs or services, purporting to release liability for future gross negligence, is unenforceable as a matter of public policy." *City of Santa Barbara v. Superior Court* (Janeway) 41. Cal.4th 747 (2007)

From a risk management standpoint, it is beneficial to extend Workers' Compensation coverage to volunteers because when a volunteer is not covered by Workers' Compensation, his or her only remedy for an injury is to file a claim against the City and pursue damages through the civil court system. This can result in costly and time-consuming litigation and a significant claim has the potential to adversely impact the City's loss history, future insurance premiums, and general fund reserves. It can also result in unnecessary delays in obtaining competent treatment from qualified professionals.

Conversely, if a volunteer is covered under Workers' Compensation, his or her exclusive remedy is through the Workers' Compensation system. This allows for the volunteer to receive necessary treatment – but at a controlled cost.

SUMMARY:

The City adopting the proposed Resolution No. 24-01 (Attachment A) to afford volunteers coverage through the City's Workers' Compensation Program would allow volunteers to seek necessary treatment immediately at a controlled cost and limit the City's liability since this would be their sole and exclusive remedy. In addition, the Volunteer Policy (Attachment B) has been updated to reflect necessary changes consistent with the proposed Resolution and extension of Workers Compensation coverage.

ATTACHMENT(S)

1. Attachment A - Volunteer WC-Policy Resolution, 01_24_2024
2. Attachment B - Volunteer Policy
3. Attachment C - Resolution No. 1178
4. Attachment D - Resolution No. 4139

NEXT STEPS:

N/A

RESOLUTION NO. 24-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING LABOR CODE SECTION 3363.5, ALLOWING VOLUNTEERS TO BE COVERED BY THE CITY'S WORKERS' COMPENSATION PROGRAM

RECITALS

WHEREAS, the City of Montebello (hereinafter referred to as the "City") recognizes the need for and the benefit derived from individuals and groups providing volunteer services to the City; and

WHEREAS, the Legislature of the State of California, under Labor Code Section 3363.5, has codified and provided authorization for inclusion of coverage of volunteers in the City's workers' compensation program; and

WHEREAS, the City desires to provide workers' compensation coverage for individuals in their capacity as volunteers to the City while they are performing services for the City in accordance with the City's policies and regulations; and

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

SECTION 1. The City hereby adopts the policy for workers' compensation benefits that an unsalaried person(s) authorized by the City to perform volunteer services for the City shall be deemed an employee of the City should he/she sustain an injury while engaged in the services of the City under the direction and control of the City.

SECTION 2. For purposes of extending this coverage to official volunteers of the City, all individuals who directly volunteer to provide services in the City, and whose volunteered services are accepted in accordance with the City regulations and policies shall be covered. The type of approved volunteer service shall be on file in the appropriate/lead department and Human Resources prior to commencing volunteer services.

SECTION 3. Labor Code Section 3363.5 provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee for workers' compensation purposes.

SECTION 4. Labor Code Section 3600, subdivision (a), states: "Liability for the compensation provided by this division, in lieu of any other liability whatsoever to any person...shall, without regard to negligence, exist against an employer for any injury sustained by his or her employees arising out of and in the course of the employment...." "Subject to certain statutory exceptions, an injured employee's sole and exclusive remedy

RESOLUTION NO. 24-01

Page 2 of 3

against his or her employer is the right to recover workers' compensation benefits..., " provided the injury arose out of and in the course of employment.

SECTION 5. This Resolution supersedes Resolution No. 1178, adopted November 1, 1943, and Resolution No. 4139, adopted June 17, 1946, and. shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24th DAY OF JANUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-01 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 24th day of January 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 24-01

Page 3 of 3

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

DATE: _____

Christopher Jimenez, City Clerk



CITY VOLUNTEER POLICY

ADOPTED & FINAL 12/23/2020

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE	3
1. SCOPE	3
2. DEFINITIONS	3
3. RECRUITMENT, QUALIFICATIONS & MANAGEMENT OF VOLUNTEERS	4
4. VOLUNTEER RULES AND REGULATIONS	9
5. RESPONSIBILITY FOR VOLUNTEER PROGRAM REVIEW	14

INTRODUCTION AND PURPOSE

The City Council believes that volunteers are a key resource in the achievement of the City's vision of building a stronger, sustainable and healthy community for future generations. Volunteers contribute to the political, social, economic environmental and cultural well-being of the City by:

- a. Strengthening community cohesion, social wellbeing and trust;
- b. Expanding the ability of the City to respond to the needs of its citizens and provide a range of services and activities;
- c. Encouraging understanding of, and acceptance of, diversity within our population;
- d. Demonstrating that one person can make a difference.

Sound policies, procedures and processes are necessary to support volunteering along with protecting the safety and welfare of all concerned. Accordingly, the purpose of the City of Montebello Volunteer Policy is:

- a. To establish an administrative policy and procedures for promoting volunteerism and connecting volunteers with various service opportunities within the City of Montebello;
- b. To recognize and promote the substantial and ongoing contribution made by volunteers to the quality of life of our citizens;
- c. To help effectively engage volunteers to meet the City's mission, vision and values;
- d. As part of the City's commitment to volunteerism, this policy document establishes the expectations for a productive partnership.

1. SCOPE

- a. The volunteer policy applies to all City Departments;
- b. Existing department policies and procedures involving volunteers may augment, but are not a substitute for, this volunteer policy.

2. DEFINITIONS

A. Minors

A person under 18 years of age.

B. Volunteers

Persons volunteering time and service without any present or future expectation of remuneration other than meals, transportation, or reimbursement of incidental expenses. (See California Labor Code Section 3363.5). This is not an employment relationship and the volunteer is under no obligation to provide time or

duties of resources, other than what he or she chooses to freely provide. City volunteers must be officially accepted and enrolled by the City of Montebello prior to undertaking any volunteer task unless special circumstances exist and written consent to the exemption is provided by the City Manager or his/her designee.

City volunteers include, but are not limited, to:

- 1) Volunteers who serve on committees or groups that are a part of ongoing City-sponsored service and programs at City facilities;
- 2) Volunteers who serve under the auspices of a City Department.

Exceptions:

- 1) Members of City Council appointed Commissions, such as the Planning, Parks & Recreation, Youth, Education, and Civil Service;
- 2) Members of not-for-profit and/or community based and faith-based organizations delivering services within the community under the auspices of other organizations;

C. Youth Program Volunteers

Anyone who is likely to have access to minors and includes mentors, coaches, recreation leaders, instructors, helpers, or persons engaged in any capacity, which would allow them to have control or supervision over minors.

3. RECRUITMENT, QUALIFICATIONS AND MANAGEMENT OF VOLUNTEERS

A. What Volunteers Can Expect from the City

Volunteers are individuals who contribute time, energy and service to the City of Montebello which the City acknowledges and supports as a valuable resource.

Volunteers can expect the City to:

- 1) Provide a clear job description
- 2) Provide orientation, training and supervision for the tasks assigned;
- 3) Provide appropriate workspace, including consideration for disabilities;
- 4) Provide necessary information about the workplace, agency mission and program goals needed to carry out assignments;
- 5) Treat volunteers with courtesy and respect;
- 6) Respect the value of a volunteer's time by providing work that best matches their interests, talents, and skills;
- 7) Be receptive to suggestions and comments from any volunteer;

- 8) Respond promptly to any complaints that are brought to the attention of a supervisor or City staff;
- 9) Be treated as a valued member of the City's team.

B. Determining the Risk

- 1) Before a volunteer position is created by the City, each volunteer position must be examined to determine its inherent level of risk. The determined level of risk will then dictate the appropriate mitigation steps required;
- 2) The supervisor(s) of any volunteer, the City's Risk Manager and Department Management share responsibility for minimizing any potential risks to the volunteer, the public, and the City.

C. Risk Management

- 1) Risk management is intended to mitigate or limit safety risks involved in volunteer work and related tasks;
- 2) Before a volunteer begins service, the supervisor is responsible for informing the volunteer of safe work practices as required for all employees;
- 3) Any injury to the volunteer or losses to any third party which involve a volunteer must be reported and processed in accordance with existing City policies. The volunteer incident report form should be used for documenting injury or loss.

D. Minors

- 1) Persons under the age of 18 must obtain written consent from parent or legal guardian to volunteer;
- 2) The minimum age of a City volunteer is 14; unless it is a family unit volunteering and that all minors under the age of 14 have an adult supervision ratio of 1:1;
- 3) Volunteers between the ages of 14 and 15 must be accompanied by a parent or legal guardian, or other parent-authorized program or school representative during their service;
- 4) Minors may work during non-school hours only, unless a written release giving the consent of their school or home school is obtained;
- 5) Minors are not to operate power tools, machinery or City vehicles;
- 6) Volunteers under the age of 18 will not be permitted to ride along with City employees in City vehicles without written permission from the parent or legal guardian and prior permission from the Department Director, under one the following conditions:
 - a. The City employee is the parent or legal guardian of the minor who is doing the ride along;
 - b. At least two City employees will be in the vehicle at the same time during the ride along.

E. Recruitment Process

- 1) The volunteer recruitment process is intended to be open, to allow equal access to volunteer opportunities and to reflect the diversity of the City of Montebello;
- 2) Volunteers must meet the qualifications established for the position and must be able to perform the specified duties.

F. Position (Job) Descriptions

- 1) Every assignment or activity for which volunteers are used must have a written job description, which will provide both staff and volunteers with a clear explanation of the project scope, start and end date and follow up as needed;
- 2) A job description should include a description of the duties, skills, requirements and physical abilities needed to perform the job, as well as a description of working conditions for the job (e.g., working outdoors or indoors, working days or nights, etc.).

G. Application Form

- 1) An application form is a screening tool that each potential volunteer must complete. Some departments may have an application form specific to the unique requirements of a volunteer position; however, a universal volunteer application form must be completed and kept on file in the relevant department and a copy of this form will be submitted to the Human Resources Department;
- 2) All volunteers under the age of 18 must have a parental or legal guardian give their written consent before a minor can participate in a City volunteer program.

H. Waiver and Release Form and the Volunteer Protection Act of 1997

- 1) The City of Montebello has adopted a resolution providing workers' compensation to volunteers and is the exclusive remedy for volunteers should they sustain an injury during the course and scope of their duties as a volunteer. All City volunteers must sign the 'Volunteer Program Waiver and Release' form prior to starting a volunteer assignment;
- 2) The signed Volunteer Waiver form must be kept on file with the relevant department with a copy being sent to Human Resources.
- 3) City volunteers are protected under Public Law 105-19; the Volunteer Protection Act of 1997 as signed into law by President Clinton on June 18, 1997. The purpose of this law is to reform laws to provide certain protections from liability abuses related to volunteers serving nonprofit organizations and governmental entities.

I. Interviews

- 1) All persons applying for volunteer positions that involve minors shall be interviewed;
- 2) The interview will offer the prospective volunteer the opportunity to learn about the volunteer positions and will help determine the qualifications, ability and suitability of the individual to perform work on behalf of the City;
- 3) For some positions, depending on the level of risk, more than one interview may be required;

J. Federal Labor Standards Act (FLSA)

- a. In considering staff for any volunteer position, note that the Federal Labor Standards Act (FLSA) prohibits employees from volunteering to do the same activities that they are normally paid to perform. Staff may, free of coercion, volunteer to carry out activities not significantly related to their paid positions and may do so only outside of their usual paid hours.

K. Reference Checks

- 1) Volunteers may be required to provide personal references upon request, with the expectation that references may be used to help determine the suitability of an applicant for the position;
- 2) For any volunteer who will be interacting with minors, references must be checked.

L. Background Screening and Fingerprinting

- 1) All positions involving interaction with minors require volunteers to submit to a police background check and fingerprinting, which will be arranged by the relevant department with the City of Montebello Police Department and coordinated with the Human Resources Department. Certain volunteer positions may be unsuited for an applicant depending on the results of the background check;
- 2) The City of Montebello may also require fingerprinting and a background check (Live Scan) for volunteer positions as determined by staff; The City will pay for the Live Scan fingerprinting for volunteer applicants.
- 3) In certain cases, a potential volunteer may be denied or referred to a more suitable placement, as warranted.

M. TB Testing (if required)

- 1) As determined by the City's Human Resources Department, some volunteer positions may be required to meet the same health requirement under California Public Resources Code 5163, which requires that City and County recreational employees in a position requiring contact with children, or food service, to have on file with the City or County a certificate

showing that within the past two years the person has been examined and has been found to be free of communicable tuberculosis;

- 2) For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above.

N. Orientation

- 1) All volunteers must be given proper orientation to the position to which they are assigned before commencing their work assignment. An orientation can be provided either by staff or another lead volunteer;
- 2) It is the supervisor's responsibility to ensure the orientation is carried out;
 - a. Supervisor shall be defined as any permanent, paid employee of the City of Montebello.

O. Supervision of the Volunteer

- 1) Supervision, including regular contact with participants or one-on-one interaction on a continual basis, is essential for guiding volunteers and to ensure success in their performance;
- 2) Each volunteer will have an on-site contact and is expected to follow the procedures and Instructions by their staff supervisor. The job description identifies a supervisor and related job duties. The supervisor will be responsible for day-to-day management and guidance. The supervisor will provide periodic feedback and encouragement;
- 3) The supervisor is the first in the chain of command for any questions about assignments, scheduling, injury and accident reporting, and conflict resolution

P. Evaluation of the Volunteer

- 1) Evaluating a volunteer's performance is the responsibility of the immediate supervisor;
- 2) Evaluations should be scheduled upon request of the supervisor or volunteer and conducted by the supervisor in a constructive manner. In addition to aiding the volunteer to succeed, the evaluation should also assess the program objectives in relation to a volunteer's performance, to identify opportunities for improving program participation and the volunteer experience;
- 3) Periodic oral evaluations for all volunteers will be made to help determine if the volunteer is satisfied or comfortable with the job duties that have been given, and to manage job performance through the appropriate level of supervision or instruction;

- 4) Volunteers should be encouraged and given the opportunity to make comments and suggestions on assignment improvements, as well as a self-assessment of performance;
- 5) It is a supervisor's responsibility to complete the Volunteer Evaluation Form, which serves as a tool to document performance and to ensure consistency in the performance assessment process. Copies of this form are to be kept on file with the Human Resource Department;
- 6) All written evaluations should be signed, dated and kept on file for reference.

4. VOLUNTEER RULES AND REGULATIONS

A. What the City Expects from Volunteers

Volunteers who make a commitment to the City are accountable to their City supervisor(s), coworkers and the people they serve.

The City of Montebello expects volunteers to:

- 1) Read and follow the City's volunteer policy;
- 2) Learn their responsibilities and duties and perform them to the best of their ability;
- 3) Report to duty on time and as scheduled;
- 4) Keep confidential or sensitive information confidential;
- 5) Accept the supervisor's authority and communicate effectively with the supervisor;
- 6) Work cooperatively with fellow volunteers, City employees and others;
- 7) Practice safety at all times;
- 8) Immediately report all on –the job accidents/injuries and unsafe procedures, conditions or procedures to the supervisor;
- 9) Use good personal hygiene and grooming habits, as well as appropriate dress, for volunteer work assignments;
- 10) Provide adequate notice before terminating the volunteer relationship;
- 11) Return all City property in a timely fashion;
- 12) Share ideas and suggestions with City staff as part of the planning and/or program evaluation process.

B. Accidents Involving Vehicles

Volunteers are not authorized to operate City vehicles. In the event of an accident involving a volunteer's own vehicle, immediately contact the Montebello Police Department. The volunteer should also notify the supervisor, who will be able to assist with further documentation requirements, including filing an accident report with the Human Resources/Risk Manager.

C. Alcohol

Volunteers may not consume or possess alcoholic beverages on any City premises or while conducting any City business. Volunteers who violate this policy are subject to immediate dismissal.

D. Absences and Tardiness

Unexcused absences and tardiness may lead to dismissal. The supervisor should be notified about any absence in a timely manner. Arriving on time is expected of volunteers just as it is for City employees.

E. Attendance and Punctuality

Volunteers are expected to always be prompt and on time in reporting for their assignment. Being late is discourteous to others. When unforeseen circumstances arise, it is up to the volunteer to notify their supervisor about being late or to give advance notice of the need to be excused. Failure to appear or to notify a supervisor about missing a shift may result in suspension or dismissal from the volunteer program.

F. Communications Equipment

1) Telephone

- a. Volunteers may use City telephones for authorized business, but are prohibited from calling from City phones for personal use.

2) Radios

- a. Two way radios may be provided by the City for event management. Such equipment is for authorized City uses only and is to be returned to the City promptly, or as directed;
- b. Lost, stolen or damaged communications equipment is to be reported to the supervisor immediately.

G. Confidentiality

Private, sensitive or confidential information discussed or handled within the course of a volunteer assignment must be kept strictly confidential. Volunteers are required to uphold this policy. Private, sensitive or confidential information is not to be shared. Any questions about what information is appropriate to release or discuss should be communicated between the volunteer and their immediate supervisor.

H. Customer Relations

A volunteer is also a City ambassador, and should conduct City business with staff and the public in a customer-friendly manner.

I. Dress Policy

Volunteers are expected to dress and groom in accordance with accepted business standards as defined in the City's dress code, particularly if their job involves dealing with the public. Volunteer attire must be clean and non-offensive and not interfere with personal safety in the work environment. Closed-toe shoes are always required. Dress appropriately for the scope of work (i.e. indoor vs. outdoor, etc.)

J. Driving Record and Insurance

1) Volunteers whose service requires operation of a motor vehicle must maintain a valid driver's license and proof of insurance. Any change in either must be reported to the supervisor immediately; 2) Automobile insurance follows the automobile. If driving one's own vehicle, even while on City business, the volunteer's insurance will be applicable on a primary basis per the California Vehicle Code, CVC 17152.

K. Drug Free Workplace

Any volunteer who uses, brings, possesses or is suspected of being under the influence of any form of narcotic, drug, or hallucinogen, except prescribed drugs and under the direction of a physician, is subject to immediate dismissal. In addition, any volunteer who transfers, sells or attempts to sell drugs on City property or while on City business, at any time, is subject to immediate dismissal.

L. Expense Reimbursement

Pre-approved out-of-pocket expenses may be reimbursed by submitting a request for reimbursement form to the supervisor for approval. The reimbursement request must be accompanied by a receipt for purchase or invoice. Reimbursement requests are subject to petty cash limits, which may require the supervisor to process a check request according to the City's purchasing procedures.

M. Harassment

All City workers have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. Consistent with the City's respect for the rights and dignity of each employee and volunteer, harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation or any characteristic protected by law, will not be sanctioned or tolerated.

N. Personal Use of City Property

Personal use of City property by City volunteers is not allowed and may result in dismissal.

Personal use includes, but is not limited to, borrowing power tools, hand tools, equipment, supplies, City vehicles, trailers, generators and unauthorized duplication of City keys.

O. Record-Keeping and Reporting

Accurate records of time and attendance must be kept for all volunteers. A sign in log, timesheet, or other electronic form may be used for tracking volunteer participation for statistical or other reporting needs.

P. Reporting Emergencies

In the case of a medical emergency, accident, or injury, report it immediately. The Supervisor is responsible for completing any related forms and reports required by the Human Resources/Risk Manager.

Q. Safety

Safety is everyone's job. Volunteers are to be trained to be alert at all times to safety precautions and hazards. Unsafe conditions should be reported to a supervisor at once.

R. Security

- 1) Volunteers are to become familiar with the security provisions of their assigned work areas. As necessary, volunteers will be provided with security permissions related to their work areas, to facilitate ease of entry and access;
- 2) Volunteers are responsible for the security of their personal belongings and vehicles while working for the City.

S. Smoking

Smoking is prohibited in all City facilities, including City vehicles. Volunteers and employees who wish to smoke may do so outside a City facility in designated smoking areas.

T. Software, Internet, E-mail Policy

- 1) The City requires computer-using volunteers to read and sign a copy of the Information Systems Policies and Guidelines, and to adhere to this policy;
- 2) Volunteers acknowledge that all computers, software and computer information or data is City property; therefore, those who use City computers cannot assume any right to privacy in such use;
- 3) Volunteers are prohibited from unauthorized copying of software from City Computers, or downloading or installing software of any kind onto City computers;

- 4) Volunteers must adhere to the City's policy governing appropriate use of the Internet;
- 5) Volunteers acknowledge that use of City e-mail is a public record and that there should be no expectation of privacy in such use.

U. Theft/Property Loss

Theft of any kind will not be tolerated and is grounds for dismissal. Removal of City property for personal use is considered to be unauthorized use or the taking of City property. The crime of theft is subject to prosecution.

V. Use of Tools by Volunteers

- 1) In general, subject to approval of City staff, volunteers may use office equipment, recreational equipment and supplies, unpowered hand tools provided by staff and, with proper training and permission, some power equipment in the completion of the designated project or service;
- 2) The City will create a 'List of approved hand tools and power equipment for volunteer use' in coordination with the City's Human Resources/Risk Management Department;
- 3) No volunteer under age 18 is permitted to use power equipment requiring additional training;
- 4) From time to time, it may be beneficial for volunteers to use their own tools and equipment to complete a project. Volunteers assume full responsibility for use of their tools or equipment, specifically the potential wear and tear. The volunteer must sign a release form ensuring the City is not liable for damage, replacement or maintenance of privately-owned tools and equipment. Only those tools that are identified on the 'List of approved hand tools and power equipment for volunteer use' will be permitted.

W. Dismissal

Volunteers who do not adhere to the rules, policies and regulations of the City, or fail to perform their assignments satisfactorily, are subject to dismissal. A volunteer may be dismissed at any time. The City reserves the right to request that a volunteer leave immediately if circumstances warrant such action.

X. Ending Volunteer Service

Giving notice at least two weeks before the anticipated separation date is a courtesy that allows the City sufficient time to make other volunteer arrangements for coverage.

5. RESPONSIBILITY FOR VOLUNTEER PROGRAM REVIEW

Reviewing the Volunteer policy and associated administrative procedures is the responsibility of the Human Resources Manager. The program is to be evaluated annually, or as often as is required.

RESOLUTION NO. 1178

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO RELATIVE TO WORKMEN'S
COMPENSATION INSURANCE FOR VOLUNTEER
CIVILIAN DEFENSE WORKERS.

The City Council of the City of Montebello does hereby resolve as follows:

THAT WHEREAS, Section 1596 of the Military and Veterans Code, Chapter 920, Statutes of 1943, provides:

"The California State War Council shall establish by rule and regulation various classes of civilian defense workers and the scope of the duties of each class. The California State War Council shall also adopt rules and regulations prescribing the manner in which civilian defense workers of each class are to be registered. All such rules and regulations shall be designed to facilitate the paying of workmen's compensation.", and

WHEREAS, the California State War Council on October 7, 1943, adopted rules and regulations establishing classes of civilian defense workers, the scope of the duties of each class and the manner of registration of such workers, and

WHEREAS, Section 1597 of the Military and Veterans Code, Chapter 920, Statutes of 1943, provides:

"Any civilian defense organization which both agrees to follow the rules and regulations established by the California State War Council pursuant to the provisions of Section 1596 of this code and substantially complies with such rules and regulations shall be certified by the California State War Council. Upon making the certification, and not before, the civilian defense organization becomes an accredited civilian defense organization.", and

WHEREAS, the City of Montebello has registered and will hereafter register civilian defense workers for participation

in either civilian protective services or civilian war services, and

WHEREAS, the City of Montebello desires to become an "accredited civilian defense organization" in order that injured civilian defense workers registered with it may benefit by the provisions of Chapter 920, Statutes 1943,

NOW, THEREFORE, the City Council of the City of Montebello hereby agrees to follow the rules and regulations established by the California State War Council under date of October 7, 1943, pursuant to the provisions of Section 1596 of the Military and Veterans Code, Chapter 920, Statutes of 1943. The City Clerk is hereby instructed to send two certified copies hereof to the California State War Council.

The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved this 1st day of November 1943.

Miles J. Chapin
Mayor of the City of Montebello.

ATTEST Elsie D. Smith
City Clerk

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

I, Elsie D. Smith, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution was duly passed and adopted by the City Council of the City of Montebello and signed by its Mayor at the regular meeting thereof held on the 1st day of November, by the following vote, to-wit:

AYES: COUNCILMEN Earl Harrington - Jensen - Mauston - Cha
NOES: COUNCILMEN none
ABSENT: COUNCILMEN none

Elsie D. Smith
City Clerk

RESOLUTION NO. 4139,A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO
RELATIVE TO WORKMEN'S COMPENSATION INSURANCE
FOR REGISTERED VOLUNTEER "DISASTER SERVICE WORKERS"

The City Council or the City of Montebello does hereby resolve as follows:

WHEREAS, Section 1599.1 of the Military and Veterans Code, Chapter 104, Statutes 1946, 1st Extraordinary Session, provides:

"The California State Disaster Council shall establish by rule and regulation various classes of disaster service workers and the scope of the duties of each class. The California State Disaster Council shall also adopt rules and regulations prescribing the manner in which disaster service workers of each class are to be registered. All such rules and regulations shall be designed to facilitate the paying of workmen's compensation", and

WHEREAS, the California State Disaster Council on April 4, 1946, adopted rules and regulations establishing classes of disaster service workers, the scope of duties of each class and the manner of registration of such volunteer workers: and

WHEREAS, Section 1599.2 of the Military and Veterans Code, Chapter 104, Statutes 1946, 1st Extraordinary Session, provides:

"Any disaster council which both agrees to follow the rules and regulations established by the California State Disaster Council pursuant to the provisions of Section 1599.1 of this code and substantially complies with such rules and regulations shall be certified by the California State Disaster Council. Upon making such certification, and not before, the disaster council becomes an accredited disaster council", and

WHEREAS, the City of Montebello has registered and will hereafter register volunteer Disaster Service Workers, and

WHEREAS, the City of Montebello desires to become an "accredited Disaster Council" organization

in order that injured Disaster Service Workers registered with it may benefit by the provisions of Chapter 104, Statutes 1946, 1st Extraordinary Session,

NOW, THEREFORE, the City Council of the City of Montebello hereby agree to follow the rules and regulations established by the California State Disaster Council under date of April 4, 1946, pursuant to the provisions of Section 1599.1 of the Military and Veterans Code, Chapter 104, Statutes 1946, 1st Extraordinary Session.

The City Clerk is hereby instructed to send two certified copies hereof to the California State Disaster Council.

EFFECTIVE June 17, 1946.

Michael Chapin
Mayor

ATTEST:

Samuel W. Karnes, Jr.
City Clerk

Name of Personnel Officer
in charge of registration

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

I, Samuel W. Karnes, Jr., City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of the City of Montebello and signed by the Mayor of said city at a regular meeting thereof held on the 17th day of June, 1946, by the following vote:

AYES: Councilmen Allen, Andrews, Earl, Heacock and Chapin.

NOES: Councilmen: None.

ABSENT: Councilmen: None.

Samuel W. Karnes, Jr. City Clerk.



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 24-06 FOR AN IMMEDIATE CEASEFIRE IN GAZA

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Consider the adoption of Resolution No. 24-06 for an immediate ceasefire in Gaza; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND/DISCUSSION:

At the January 10, 2024, City Council Meeting, Councilmember Torres introduced a proposal for a resolution for an immediate ceasefire in Gaza as part of this oral presentation, receiving consensus to bring this item to the next meeting.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 2

SUMMARY:

It is recommended that the City Council consider the adoption of Resolution No. 24-06 and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-06 - Ceasefire Gaza

NEXT STEPS:

N/A

RESOLUTION NO. 24-06

**A RESOLUTION OF THE CITY COUNCIL OF MONTEBELLO,
CALIFORNIA AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND
WORLDWIDE CALLS FOR AN IMMEDIATE CEASEFIRE IN GAZA**

RECITALS

WHEREAS, the City of Montebello believes that all people regardless of race, color, national origin, sex, and religion should be able to live in dignity, freedom, and equality without fear of destruction; and

WHEREAS, the City of Montebello condemns the recent rise of Antisemitic, Islamophobic, racist, homophobic, and xenophobic attacks in our State and Region and across the nation; and

WHEREAS, the current assault on Gaza, in response to Hamas's attack on October 7, 2023 that killed 1,200 people and seized 253 people, has resulted in over 24,000 Palestinians killed by the State of Israel; and

WHEREAS, the City of Montebello recognizes that the current crisis takes place within a long history and affirms the root causes of the crisis needs to be addressed for a pathway to lasting peace and justice to be developed; and

WHEREAS, the Federal Government holds immense diplomatic power to save Israeli and Palestinian lives:

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

SECTION 1. The City of Montebello will identify and support local programs that combat Antisemitism, Islamophobia, racism, homophobic and xenophobic attacks; and

SECTION 2. The City of Montebello supports U.S. Congress Resolution H.R. 786 and joins other cities in calling on our congress members to demand: a permanent ceasefire; the release of all hostages and prisoners; the unrestricted entry of humanitarian assistance into Gaza; the restoration of food, water, electricity, and medical supplies to Gaza; the respect for international law; and

SECTION 3. That a copy of this Resolution be sent to the offices of Assemblymember Miguel Santiago, Senator Bob Archuleta, Governor Gavin Newsom, U.S. Representative Linda Sanchez, U.S. Senator Laphonza Butler, U.S. Senator Alex Padilla, Secretary of State Antony Blinken, Secretary of Defense Lloyd Austin, and U.S. President Joe Biden urging them to take immediate action to use their position and influence to end violence.

RESOLUTION NO. 24-06

Page 2 of 2

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2024-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 24th day of January 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **WAIVE THE SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 AMENDING MUNICIPAL CODE CHAPTER 12.24 "CONDUCT IN PUBLIC PARKS"**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2471 (Attachment "A") to amend Municipal Code Chapter 12.24; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Adoption of the Ordinance will require Recreation and Community Services Department staff to replace current park signage to reflect the new Municipal Code updates. Staff estimates replacement costs to be Six Thousand Dollars (\$6,000). There is sufficient funding in the Parks and Recreation Department budget to cover these additional expenses in Fiscal Year 2023-24.

BACKGROUND/DISCUSSION:

If adopted as presented, the attached Ordinance (Attachment "A") would add sections to the Montebello Municipal Code that would define and regulate smoking, scavenging, solicitation, trespassing, vandalism, reservations, and the use of drugs and alcohol in the City of Montebello's public parks. The City's Recreation and Community Services Department, Montebello Police Department and Code Enforcement Division have worked together to identify issues that staff from these respective Departments experience on a regular basis while patrolling the City's public parks.

Montebello Municipal Code Chapter 12.24 “Conduct in Public Parks” was last updated in 1993. The Chapter provides rules and regulations for several subject matters, however, the current code does not fully encompass the issues faced and current conditions of the City’s park system. A review of municipal codes in eight (8) neighboring cities (City of Monterey Park, City of Pico Rivera, City of Downey, City of Whittier, City of Commerce, City of Bell Gardens, City of South El Monte, and City of Santa Fe Springs) was conducted by staff and the proposed amendments are consistent with ordinances found in those cities. The proposed ordinance will allow for Recreation and Community Services Department staff, Code Enforcement and Montebello Police Department staff to better monitor the parks and enforce regulations.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed changes amend and add to Chapter 12.24 “Conduct in Public Parks” of the Montebello Municipal Code. Amendments are proposed to the existing sections that discuss rubbish, alcoholic beverages, solicitation, vehicles, model airplane flying restrictions, and the power of park employees. The rubbish section will be updated to not allow for the scavenging of rubbish in park trashcans, event trashcans and any trash dumpsters located within the park system. The alcoholic beverages section will be updated to include the prohibition of drugs in any public parks. The vehicles section will be updated to prohibit vehicles from driving on any walkways, trails, or turf at public parks. The solicitation section will be updated to include the prohibition of solicitation of food and to be compliant, and consistent with, Chapter 5.40 of the Montebello Municipal Code regarding sidewalk vending regulations. The model airplane flying restrictions section was updated to include restrictions on drones and any other unmanned aircraft. Lastly, the power of park employees section was updated to include how violations of the Montebello Municipal Code may be addressed by Recreation and Community Services employees by including a new designated section (12.24.290, “Powers of Park Employees”).

Proposed additions to the Montebello Municipal Code Chapter 12.24 “Conduct in Public Parks,” also include sections that discuss changing/washing in public parks, trespassing, smoking, and park reservations. The changing/washing in public parks section prohibits dressing or undressing in park restrooms or in any area of the park. The trespassing section prohibits trespassing onto restricted areas of the park. The smoking section prohibits smoking of any kind at parks and city-sponsored events unless a specific area is designated for smoking. Lastly, the park reservations section states that park reservations are available to the community, can be made at the Recreation and Community Services Department, and must follow the rules and regulations established for the administration of reservations.

On January 10, 2024, the City Council introduced and approved the first reading of Ordinance No. 2471.

SUMMARY:

Staff recommends that the City Council waive the second reading and adopt Ordinance No. 2471 (Attachment A) to amend Municipal Code Chapter 12.24 and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Draft Ordinance No. 2471
2. Attachment B - Draft Facility Code of Conduct
3. Attachment C - Draft Park Rules Sign

NEXT STEPS:

N/A

ORDINANCE NO. 2471

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA, AMENDING CHAPTER 12.24 OF THE MONTEBELLO MUNICIPAL
CODE TO UPDATE PARK RULES AND REGULATIONS**

WHEREAS, the City of Montebello is a general law city under California Government Code Section 34102; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montebello ("City") may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Recreation and Community Services Department is responsible for the overall administration, operation, and maintenance of the City's public parks; and

WHEREAS, the City of Montebello is committed to taking a holistic approach to addressing the causes of, as well as deterring, certain public conduct at public parks; and

WHEREAS, the City Council desires to amend the Montebello Municipal Code to preserve and protect the public peace, health safety and welfare.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

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

SECTION 2. Chapter 12.24 "Conduct in Public Parks" is hereby amended to read as follows (deletions in Strikethrough and additions in Double Underline):

Chapter 12.24 CONDUCT IN PUBLIC PARKS

Sections:

12.24.010 Regulations for conduct in public parks.

The following rules and regulations shall control the conduct of all persons in or upon public parks located within the city. City employees, in the course and within the scope of performing their duties, are exempt from these rules and regulations.

12.24.020 Definitions

For the purpose of carrying out the intent of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

ORDINANCE NO. 2471

Page 2 of 8

"Department" means the City of Montebello (city) department of recreation & community services.

"Director" means the director of parks and recreation, or his or her designee.

"Public park" means any public facility or structure, areas, buildings, and facilities that are owned, leased, or otherwise controlled by the department, including, but not limited to, parks, athletic fields, tennis courts, golf courses, swimming pools, recreation centers, playgrounds, pavilions, medians, park parking lots and recreational trails.

12.24.0230 Disposal of Rubbish.

No person shall throw, place or dispose of any ~~garbage, refuse, bottles, glass, crockery or cans,~~ rubbish, construction rubbish, garbage, hazardous waste, infectious waste, recyclable materials, or green waste in any place in any public park other than in a receptacle maintained therein for that purpose.

No person shall scavenge or permit to scavenge any refuse, rubbish, construction rubbish, garbage, hazardous waste, infectious waste, recyclable materials or green waste in any place in any public park.

12.24.0340 Dangerous weapons.

- A. No person shall have in his or her possession, or under his or her control, care or custody, any gun, revolver, pistol, firearm, simulated firearm, airgun, air rifle, pellet gun, B-B gun, slingshot or any device designed or intended to discharge or capable of discharging any dangerous missile. Nor shall any person have in his or her possession, or under his or her control, care or custody, any cartridge, shell, ammunition or device containing any explosive substance designed or intended to be used in or fired from any gun, revolver, pistol or firearm.
- B. No person shall fire, discharge, shoot or operate, or assist or participate in the firing, discharging, shooting or operating of any gun, revolver, pistol, firearm, simulated firearm, airgun, air rifle, pellet gun, B-B gun, slingshot or any device designed or intended to discharge or capable of discharging any dangerous missile or object.
- C. No person shall have in his or her possession, or under his or her control, care or custody, any switchblade, dirk, icepick, dagger, bow and arrow or any similar instrument or object that can be used to stab or injure others.

12.24.0450 Firecrackers—Fireworks.

No person shall fire or discharge in any public park, any fireworks as the phrase is defined in Section 8.20.010, except when a permit therefor has been issued by the city council.

12.24.0560 Flora.

No person shall remove, destroy, injure, mutilate or cut any tree, plant, shrub, bloom or flower, or any portion thereof, growing in any public park.

12.24.0670 Turf.

No person shall remove, or deface or destroy, any wood, turf, grass, soil, rock, sand or gravel from any public park.

12.24.0780 Park structures.

No person shall:

- A. Damage, deface, disturb or disfigure any building, monument, cage, pen, sign, fence, bench, or any other structure, apparatus or equipment, or property of the city, or any portion thereof located in any public park;
- B. Mark, write or print on any public park structure or any portion thereof;
- C. Attach to or remove from any public park facility or structure any sign, card, display, or other similar device, except as may be required or permitted by law.

12.24.0890 Animals.

No person shall bring into any public park any cattle, horse, mule, goat, sheep, swine, dog, cat or any other kind of animal, except that dogs or cats may be permitted in the park if kept on a leash not to exceed six feet under the full control of its owner or person in possession. Service animals are exempt, as defined by the American with Disabilities Act. The owner must be in physical proximity and have full control of the service animal at all times. No person shall wound, kill, catch or attempt to wound, kill or catch, any bird, fowl, fish or other animal located in a public park.

12.24.1090 Solicitation.

No person shall sell or offer for sale any food, goods, wares, services or merchandize, or distribute or pass out any commercial handbill, in any public park, without first obtaining a permit and identity card pursuant to Chapter 5.04 and/or Chapter 5.40 of the Montebello Municipal Code.

12.24.1010 Alcoholic beverages and Drugs.

No person shall enter, be or remain in any public park while in possession of, transporting, purchasing, selling, giving away, or consuming any alcoholic beverages without first obtaining the advance written approval of the director of parks and recreation. The sale, serving and/or consumption of alcoholic beverages will only be permitted at city facilities authorized by resolution of the city council and in accordance with approved city policies and procedures. No person shall remain in any public park, or enter the same, while in an intoxicated condition.

No person shall enter, be or remain in any public park while in possession of, transporting, purchasing, selling, giving away, or consuming any drugs and other controlled substances.

12.24.1420 Overnight camping.

No person shall camp in any public park without first obtaining the permission of the director of parks and recreation.

12.24.1230 Fires.

No person shall light, or cause to be lit, any fire, except in such locations as may be designated by the ~~director of parks and recreation~~ Department Director.

12.24.1340 Swimming.

No person shall swim, wade, bathe in or pollute waters of any fountain, pond, lake or stream located in any public park.

12.24.1450 Vehicles.

No person shall propel or cause to be propelled any vehicle of any type, cycle or automobile, on any footpath, walkway, trail, or turf in any public park, unless the area is designated for such type of use.

12.24.1560 Park hours.

No person shall enter, loiter or remain in any public park at any time between the hours of ten p.m. and six a.m. of the following day, except when the park facilities are rented to the public and approved by the ~~director of parks and recreation~~ Department Director.

12.24.1670 Picnics.

No person shall hold, conduct or participate in any picnic except in park areas designated for picnics.

12.24.1780 Golf.

No person shall utilize any portion of a public park, excepting the municipal golf course, and ancillary driving range facilities, for the playing or practice of golf.

12.24.1890 Model airplane Unmanned Aircraft flying restrictions.

No person shall operate any drone, model airplane or toy airplane or miniature airplane, or similar unmanned aircraft, which is self-propelled and operated or controlled from the ground by means of remote control without the possibility of direct human intervention from within or on the aircraft ~~one or more wires, cords, strings, or other device attached to the airplane~~, at any public park, except at a place approved or designated for such purpose by the ~~director of parks and recreation~~ Department Director.

12.24.49200 Gambling.

No person shall play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice, or other device, for money, chips, shells, credit or any other representative of value, or to maintain or exhibit any gambling table or other instrument of gambling or gaming in any public park.

12.24.2010 Pressurized cans and other containers.

No person shall have in his or her possession in any public park any pressurized can, container, or other receptacle containing a substance commonly known as paint or any substance capable of defacing, damaging or disfiguring park property.

12.24.2420 Glue, adhesive cement and other substances.

No person shall have in his or her possession in any public park any container or receptacle containing glue, adhesive cement, dope, mucilage or any chemical substance capable of producing intoxication, hallucinations or that distorts or disturbs the eyesight, thinking process, balance or coordination of a person, with the intent of becoming intoxicated. For purposes of this section, any condition so induced shall be deemed as an "intoxicated condition."

12.24.2230 Unlawful assembly.

No persons shall assemble together in any public park for the purpose of doing any act of violence or inviting or advising other to do any act of violence or to commit any unlawful act.

12.24.2340 Threatening and inflammatory language.

A. No person shall utter in the presence of hearing of any other person or persons, in or upon any public park, any indecent, obscene, profane, or insulting epithets, words or language for the purpose of threatening or intimidating such other person or persons.

B. No person shall utter in the presence of hearing of any other person or persons, in or upon any public park, any words or language inherently likely to provoke an immediate, violent response from the recipient

~~12.24.240 Powers of park employees.~~

~~The parks and recreation manager, director of parks and recreation, and all public employees in the parks and recreation department are given the power and authority to enforce any violation of this chapter, including the authority to issue citations therefor.~~

12.24.250 Changing/Washing in Public Parks

No person shall either dress or undress in the washroom or toilets or any area of any public park.

12.24.260 Trespassing

No person shall trespass or enter upon any portion of any public park restricted against public use, or attempt to climb over any fence or barricade separating such restricted portion of the public park from the part thereof to which the public is admitted.

12.24.270 Smoking Prohibited

Smoking is prohibited inside any public park, recreational area, city-sponsored event, or in an outdoor area within 40 feet from a public park, recreational area, or city-sponsored event unless the area is designated by the city as a smoking area. Smoking means engaging in an act generating smoke, and includes, but is not limited to, tobacco smoke, electronic cigarette vapors, marijuana smoke, or any other weed, herb, flower or plant.

12.24.280 Public Park Reservations

Public park reservations shall be available year-round to accommodate Montebello residents and user groups for informal or neighborhood gatherings. Reservations shall be submitted to the Recreation and Community Services Department and are subject to facility usage policies established by the Department Director.

Park reservations and/or permits are required for the following:

- Use of athletic fields by organized teams for activities such as practices, games and tournaments.
- Use of city facilities outside of normal business operating hours.
- Picnic shelter reservations to guarantee exclusive use for the day of reservation.
- A Temporary Use Permit is required for special events and outdoor activities pursuant to Chapter 12.16.010.
- Some uses of park space will require further review and special permits pursuant to Chapter 12.17.040.

Facility usage policies, rules and regulations including a Park Facilities Rules of Conduct shall be established by the Director for the administration of this policy and made available to the public on the city website and at the Recreation and Community Services office. Said rules and regulations may be amended periodically to address public safety concerns. All pertinent city ordinances shall be enforced.

All fees and charges may be changed by resolution of the city council.

12.24.290 Powers of City Employees.

Employees of the Montebello Police Department, Code Enforcement Division, and the parks and recreation manager, director of parks and recreation, and all public employees in the parks and recreation department are given the power and authority to enforce any violation of this chapter, including the authority to issue citations therefor.

Violations of this chapter regulating public conduct in parks may be addressed in the following manner:

- Verbal warning.
- Immediate eviction from the public park. Immediate eviction shall mean removal from the public park, and banishment from any other public park, for the remaining hours of operation for the day of eviction.
- Suspension of public park privileges. Suspension of public park privileges shall mean denial of access to all public parks for one or more days. The effective date and length of suspension shall be determined by the Director, depending on the scope and severity of the violation, and notice of such suspension shall be made in writing.
- Criminal sanctions or any other remedy available under local, state, or federal laws.

Any person who was been suspended from a public park for one or more days may appeal the suspension by submitting a written request for appeal prior to the start of the suspension to the Director. The written request for appeal should include the reasons for requesting an appeal and contact information. All appeals shall be heard by the Director, or designee, within 30 business days of the receipt of this request. The suspension will be tolled during the appeal process. The decision of the Director shall be final.

Section 3: Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 4: This Ordinance shall take effect thirty (30) days after its adoption.

Section 5: The City Clerk of the City Montebello shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

[Signatures on the following page]

APPROVED AND ADOPTED 24TH DAY OF JANUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

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 10th day of January 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

**CITY OF MONTEBELLO
PARK AND FACILITY CODE OF CONDUCT**

In order to maintain a peaceful atmosphere, facilitate usage, preserve easy access to equipment and materials, and protect Park and Facility property, we require you to observe the following Code of Conduct.

Please keep in mind the following:

- Demonstrate common courtesy to fellow participants, community members, and staff.
- Maintain an environment where conflict and differences can be addressed in a respectful manner.
- Help keep Parks and Facilities clean by consuming food and drink in designated areas and throw away trash in the appropriate receptacle.
- Please consult with front office staff regarding use of Parks and Facilities, including room reservations, picnic reservations, set-up, and use of equipment.
- Proper attire, including shoes and shirts, must be worn at all times.

The following are prohibited at Parks and Facilities:

1. Engaging in any activity prohibited by law;
2. Acts of discrimination and/or harassment based on any of the following protected characteristics: age, sex, race, color, national origin, ancestry, gender, gender identification, sexual orientation, genetic information, marital status, religion, citizenship status, medical condition, military and veteran status, or any disability protected by State or Federal law;
3. Disturbing, disruptive, or unsafe behavior, including any conduct that interferes with the use of Parks and Facilities by others or with the functioning of staff. Persons who continue to create a disturbance will be required to leave the Park and/or Facility. Examples include, but are not limited to:
 - Disruptive outbursts, use of loud, abusive or threatening language, threatening or harassing behavior;
 - No smoking at all Parks and Facilities. Smoking is permitted only in designated areas. (MMC Section 12.24.270);
 - The use of electronic devices without headphones or unauthorized use of amplified sound, such as, radios, music players, video games and computers, that results in discomfort or annoyance to a reasonable person of normal sensitivity;
 - Disruptive cellular phone conversations;
 - Unauthorized borrowing and/or tampering with another person's property/belongings.
4. Conducting personal commercial activities without a City-issued permit, including but not limited to the unauthorized sale or display for sale of goods, tickets or services (MMC 12.24.100);

5. Conducting unauthorized events, demonstrations, or campaigning unless expressly allowed by law (MMC 12.16);
6. Charging personal electronic devices and/or batteries through the use of Park and Facility resources;
7. Damaging Park or Facility property. Persons caught breaking, defacing, or destroying property will be required to leave the Facility and may be criminally prosecuted (MMC 12.24.080);
8. Animals are not allowed in Facilities, with the exception of service animals, as defined by the Americans with Disabilities Act. The owner must be in physical proximity and have full control of the service animal at all times (MMC 12.24.090);
9. Persons exhibiting illness, poor personal hygiene, and/or related conditions that may compromise the health of others may be asked to leave a Park or Facility until the condition is remedied;
10. Dangerous and/or hazardous materials (MMC 12.24.220);
11. Firearms and/or weapons (MMC 12.24.040);
12. Alcoholic beverages and illegal substances (MMC 12.24.110);
13. Photographing, videotaping, or recording of any kind without a permit issued by the City;
14. Engaging in or attempting to engage in any business, activity or act for financial compensation without a permit issued by the City. (MMC 12.24.100).

CONSEQUENCES

Any violation of these Park and Facility Rules or the commission of other illegal conduct in a Park or Facility may be addressed in the following manner (MMC 12.24.290):

- Verbal Warning. (e.g. notification of violation and reference to Rules of Conduct);
- Immediate eviction from the Park or Facility. Immediate eviction shall mean removal from the Park or Facility, and banishment from any other Parks and Recreation Facility, for the remaining hours of operation for the day of eviction;
- Suspension of Park and Facility privileges. Suspension of Park and Facility Privileges shall mean denial of access to the Park and/or Facility and all Park and Facility services for one or more days. The effective date and length of suspension shall be determined by the Director of Recreation and Community Services, depending upon the scope and severity of the violation, and notice of such suspension shall be made in writing;
- Criminal Sanctions or any other remedy available under local, state, or federal laws.

The above remedies may be cumulatively applied.

- Appeal of Suspension. Anyone who has been suspended from the Park or Facility for one or more days may appeal the suspension by submitting a written request for appeal prior to the start of the suspension to the Director of Recreation and Community Services.

- The written request for appeal should include the reasons for requesting an appeal and contact information. All appeals shall be heard by the Recreation and Community Services Director, or her designee, within 30 business days of the receipt of the request. The suspension will be tolled during the appeal process. The decision of the Recreation and Community Services Director shall be final.

The Recreation and Community Services Department reserves the right to modify these rules at any time.

DRAFT

**CITY OF MONTEBELLO
DEPARTMENT OF PARKS & RECREATION
FACILITY USE POLICIES
(PARK RULES)**

- 1. Alcoholic beverages are not permitted.**
The possession or consumption of any alcoholic beverage in a City park is prohibited. No person shall remain in any public park while an intoxicated condition. *(MMC 12.24.110)*
- 2. No Littering/Scavenging.**
Trash must be placed in proper receptacles and scavenging of trash is prohibited. *(MMC 12.24.030)*
- 3. No Smoking.**
Smoking is prohibited inside any public park. *(MMC 12.24.270)*
- 4. Loud Noise (music, sound equipment, etc.) is prohibited.**
Any loud or raucous noise is not allowed in City Parks. *(MMC 9.08.020)*
- 5. Dogs & Cats must be kept on a leash.** All other animals are prohibited, except for service animals. *(MMC 12.24.090)*
- 6. Vending and solicitation without a City of Montebello permit are prohibited.** *(MMC 12.24.100, 5.04, 5.40)*
- 7. Park are closed from 10:00 p.m. to 6:00 a.m.** *(MMC 12.24.160)*
- 8.** Propane, gas or other flammables are only permitted in designated outdoor City facilities. *(Recreation & Community Services Department Facility Use Policy)*
- 9.** Moonbouncers, petting zoo or other mechanical equipment are not allowed on premises without proper authorization. *(Recreation & Community Services Department Facility Use Policy)*
- 10.** Facility rental requests are to be made in person at the Parks and Recreation Office located at 1700 West Victoria Ave., Montebello, CA 90640. *(Recreation & Community Services Department Facility Use Policy)*

For more information call (323) 887-4540



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: AUTHORIZATION TO RELEASE REQUEST FOR PROPOSALS (RFP 24-10) FOR MASTER PLAN AND DESIGN OF PARK AT THE MONTEBELLO MUNICIPAL GOLF COURSE

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP 24-10) for Master Plan and Design of a Park at the Montebello Municipal Golf Course; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Request for Proposals (RFP) aims to create a Master Plan for remnant property located at the Montebello Municipal Golf Course. The cost of the Master Plan will be charged to the Golf Division's Fiscal Year 2023-24 budget. Staff will return to City Council to award the agreement and make any necessary budget appropriations at the time of award.

BACKGROUND/DISCUSSION:

The Golf Course is undergoing a renovation/reimagination known as the Montebello Municipal Golf Course Renovation Project (GCR Project). The GCR Project includes renovating a portion of the existing Montebello Municipal Golf Course property located immediately south of the soon to open Topgolf Montebello. The GCR Project area is approximately 72.5 acres of the golf course campus. When completed, the GCR Project will replace the existing 18-hole golf course with a modern first-class regulation course complex that will complement the adjacent Topgolf facility and existing hotels and Quiet Cannon event center.

At the August 9, 2023 City Council Meeting, the City Council directed staff to research

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 2

the possibility of developing the remnant golf property that is not currently being developed as part of the GCR Project into a public park.

The City is seeking a consultant to complete a Master Plan for approximately 25 acres of the golf course campus, including the existing Bicknell Park and the area formerly used as a driving range. The future park is intended to be a recreational amenity, as well as a central gathering place for the entire community. The design of the Master Plan shall include amenities that enhance and develop the existing Bicknell Park, integrate with the future dog park being developed and help foster an active, well-used space creating a desirable family destination.

The RFP scope will include landscape and civil engineering design services and conduct an inclusive and equitable Master Plan process. The final Master Plan will incorporate public input and create 60% construction plans and cost estimates to be used toward the potential future funding of the construction and development of the park. Park development will include enhancements to the existing Bicknell Park, including the Armenian Genocide Martyrs Memorial Monument and the Scout Hut. The Master Plan process will include meetings with staff, community outreach, Parks and Recreation Commission/City Council presentations, and incorporation of the City's adopted Parks Master Plan and its findings in the park design.

Staff anticipates an RFP release date of January 29, 2024 and a closing date of March 25, 2024. Award of the agreement is anticipated for May 2024 and the project is expected to take approximately 6 months to complete from the awarded consultant kick-off meeting.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize staff to issue a Request for Proposals (RFP 24-10) for Master Plan and Design of a Park at the Montebello Municipal Golf Course.

ATTACHMENT(S)

1. Attachment A - RFP 24 - 10 Draft

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24-10

**Master Plan and Design of Park at the Montebello
Municipal Golf Course**

**Release Date: January 29, 2024
Due Date March 25, 2024, at 11 a.m. PST**

[Page Intentionally Left Blank]

TO PROSPECTIVE PROPOSERS

The City of Montebello invites proposal submissions under this Request for Proposals (RFP). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

January 29, 2024

PROJECT

Master Plan and Park Design at the Montebello Municipal Golf Course

PROPOSAL OWNER

City of Montebello – Recreation and Community Services Department

1600 West Beverly Blvd., Montebello, CA 90640

Attn: David Sosnowski, Director of Recreation and Community Services

Contact Phone: (323) 887-1200

Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department

1700 W. Victoria Ave., Montebello, CA 90640

Attn: Laurie Aguilar, Management Analyst

Contact Phone: (323) 887- 1200 ext. 374

Contact E-Mail: laguilar@cityofmontebello.com

Any questions about this RFP should be submitted via the City's PlanetBids Portal by February 28, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Table of Contents

Page

1.0	Notice Inviting Proposals	5
2.0	Introduction/About the City of Montebello	6
3.0	Timeline	7
4.0	Purpose	7
5.0	Scope of Work	7
6.0	Proposal Submittal	9
7.0	Evaluation of Proposal	10
8.0	Proposal Protests	10
9.0	Execution of Agreement	11
10.0	Insurance	12
11.0	Use of Federal Funds	14
12.0	Non-Commitment of City	15
13.0	Labor Requirements	15
14.0	Records	15
15.0	Subcontractors	15
16.0	Modifications/Changes	15
17.0	Disclosure of Information	16
18.0	City of Montebello Rights	16

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Services Agreement

Appendix E – Project Map

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to conduct an Accessibility Assessment and Transition Plan of the Recreation and Community Services Department's facilities and sites, following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

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

Non-mandatory Site Walk on **February 21, 2024 at 11:00 a.m. PST**
Questions must be submitted by **February 28, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **March 25, 2024, 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 desires to create a Park Master Plan for remnant property located at the Montebello Municipal Golf Course. The total project area is approximately 25 acres and the area is the Garfield Ave. facing property.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service city with a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen the community through people, parks & programs.

The Department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthening Montebello's image, offering a sense of community, supporting economic development, increasing public engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

About the Golf Course Campus

Montebello Golf Course (MGC or the Golf Course) is located in the City of Montebello, in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The City purchased the Golf Course in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the course was again remodeled by David Rainville and Gary Bye, adding 3 lakes, new greens, tees, bunkers and continuous concrete cart paths. A new irrigation system was added during the 1999 major renovation.

Currently, the Golf Course is in the process of a total renovation/reimagination of the course known as the Montebello Municipal Golf Course Renovation Project (GCR Project). The GCR Project includes the renovation of a portion of the existing Golf Course property located immediately south of the future Top Golf and northwest of the Quiet Cannon event center. Top Golf Montebello will be a 66,000 square foot Top Golf-branded commercial driving range and entertainment venue which is expected to include a full-service restaurant, event space, and other associated amenities. The GCR Project will include, among other things, a three-story driving range complex/structure with approximately 102 hitting bays, restaurant and entertainment amenities, outdoor seating/patio areas, a parking lot, a miniature golf course, and

common facilities, including a public road that provides access from Via San Clemente, on approximately 15 acres.

The GCR Project area is approximately 72.5 acres of the golf course campus. When completed, the GCR Project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex that will complement the adjacent Top Golf facility and existing hotels and Quiet Cannon event center. The GCR Project is expected to be completed in Spring of 2024 which coincide with the opening of the new Golf Course alongside Top Golf.

3.0 Timeline

- | | |
|---------------------------------|--------------------------------|
| • Release RFP | January 29, 2024 |
| • Non-mandatory Site Walk | February 21, 2024, 11 a.m. PST |
| • Online Q&A Deadline | February 28, 2024, 11 a.m. PST |
| • Deadline to Submit Responses | March 25, 2024, at 11 a.m. PST |
| • City Review of Submissions | April 2024 |
| • Interviews with Consultants | TBD (If Necessary) |
| • Notifications Sent to Vendors | May 2024 |
| • Award | May 2024 |

4.0 Purpose

The proposed park is intended to be a recreational amenity, as well as a central gathering place for the entire community. The design of the Master Plan shall include amenities that enhance and develop the park; help foster an active, well-used space; and create a desirable family destination. Care shall be taken to encourage both formal and informal use by balancing the amount of programmed space with more flexible, un-programmed space and provide seating areas that are coordinated with shade, landscaping, lighting, and views to focal points. The Master Plan's landscape design shall balance water conservation and overall maintenance obligations with the need to create an appealing space that supports outdoor recreation. The Master Plan shall include architecture, colors and materials, fencing, lighting, signage, furniture, and a landscape palette for the park that will take into consideration amenities and current planning efforts in adjoining areas.

5.0 Scope of Work/Services

The City is seeking design team submittals that include landscape and civil engineering design services, to work under the direction of the Recreation Director to conduct an inclusive and equitable Master Plan process, finalize a Master Plan that incorporates public input and create 60% construction plans and cost estimates to be used towards future construction and development.

The preferred Consultant will have the responsibility of conducting the following duties and tasks:

- Create a new Prioritized Master Plan for the proposed park. In general, the Master Plan prepared for this project will include:
 - Community outreach to determine community priorities including the use of both physical and digital surveys and in-person and virtual community meetings (four (4) total meeting engagements);
 - Integration of the future Dog Park that is currently being designed at the west end of the proposed park;
 - Location of additional park amenities;
 - Identification of public art opportunities;
 - A signing/way-finding program that provides direction, information, and facilitates access. The program shall include design for monument signage at key entry points to the park;
 - Construction estimates for each phase and option;
 - Determine the level of environmental documents that will be required to implement each phase and option; and
 - Reference to the City's currently adopted Parks Master Plan for amenity needs, design, and development.
- Prepare for and present at two (2) City Council Study Sessions and one (1) Parks and Recreation Commission Meeting.
- Monthly meetings with all stakeholders and project leaders/managers.
- Project is expected to be completed within six (6) months.

The project development process will include:

- Pre Design Meeting
 - Meeting/interview with Recreation and Community Services Director, Public Works Director, Maintenance Division personnel, Engineering Division Manager and Project Manager; and
 - Meeting/interviews with other stakeholders (ie. Recreation and Community Services Department, Building & Safety Department, Code Enforcement Division).
- Reference Documents and Site Survey
 - Review relevant reference documents developed to date with respect to parks and open space assessments, needs, improvements, design, and implemented site work;

- Conduct site survey of existing site conditions and report any challenges for construction including environmental, ADA, etc.; and
 - Provide technical memorandum summarizing document review, site surveys, and interviews. Technical memorandum shall provide the basis for the approach for the development of the immediate, near future and future implementation plan; and
 - City staff will review the technical memorandum and Consultant shall incorporate one round of City staff review comments on the technical memorandum;
 - Provide final technical memorandum; and
 - Develop an Existing Conditions Plan in AutoCAD 2021 with an aerial background using 1 inch = 20 foot scale on 22" x 34" sheets. The plan will be used as the demolition plan in the final 60% construction drawing, and will show the boundaries using the surveyor information and any easements. The plan will also include all existing features.
- City Approval of Master Plan
 - Consultant will submit twelve (12) copies and one (1) electronic copy of the draft master plan for review and comment by City staff;
 - Based upon comments received from the City, consultant will revise the draft master plan and resubmit twenty (20) copies;
 - Staff approved Master Plan will be presented to City Council and Parks and Recreation Commission as a study session item for review and comment; and
 - Consultant will make final changes and submit twenty (20) copies of the final version of the Master Plan. Consultant will provide electronic version compatible with existing City software.

6.0 Proposal submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Fire Department will establish an evaluation committee to review and rate each

proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review submissions to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this project (60%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience in organizational analysis evaluation
 - c. Knowledge of the City of Montebello and local needs
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - ii. Reputation for integrity and competence (20%)
 - a. Positive Reference Checks
 - b. Work Samples
 - iii. Proposed fees for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd

Montebello, CA 90640

or

E-mail:

msolorza@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 D) 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.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C - References

Appendix D – Professional Services Agreement Sample

Appendix E – Project Map

City of Montebello
Master Plan and Design of Park at the Montebello Municipal Golf Course
RFP No. 24 – 10
Appendix A – Proposal Content and Format

Proposal Content

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

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the consultant should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

Using Appendix B – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.
5. **Conflict of Interest Statement** – The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.
6. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request

for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Consultant. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday March 25, 2024, at 11am. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does not include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.
2. Table of Contents identifying the items/section listed in the "Proposal Content" section of this RFP.
3. Detailed proposal following the order set forth in the "Proposal Content" of this RFP.

City of Montebello
Master Plan and Design of Park at the Montebello Municipal Golf Course
RFP No. 24 – 10
APPENDIX B – COST PROPOSAL

The proposal includes all labor necessary to perform site evaluations and labor necessary to prepare reports and documents, including the cost of any transportation and other expenses.

Master Plan & Design of Park \$ _____

(Please list the proposed total in words below)

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item: _____ \$ _____

Item: _____ \$ _____

Item: _____ \$ _____

Item: _____ \$ _____

Item: _____ \$ _____

The undersigned, on behalf of the consultant, certifies that: (1) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal was submitted; (2) has read the complete RFP and understands all provisions; (3) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated. (4) by submitting this proposal, consultant agrees to all the terms, including but not limited to, each and every provision of the General Term and Conditions; and (5) mistakes in writing of the submitted proposal will be the consultant's responsibility.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____ Phone: _____

**City of Montebello
RFP 24 - 10**

**Master Plan and Design of Park at the Montebello Municipal Golf Course
Appendix B – REFERENCES**

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

APPENDIX C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement, claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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

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

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

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

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

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

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

expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

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

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

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Raul Alvarez, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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

SAMPLE



Home2 Suites by Hilton
Los Angeles Montebello
4.3 ★ 3-star hotel

City of Montebello,
Golf Maintenance

Bicknell Park

Armenian Genocide
Martyr's Memorial...

Quiet Cannon

Montebello
Country Club
Temporarily closed

Hilton Garden Inn Los
Angeles Montebello
4.3 ★ 3-star hotel

Tree Maintenance
Parkways

Via San Delarrio



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4174 FOR GOLF COURSE MANAGEMENT AND MAINTENANCE SERVICES (RFP NO. 24-1) TO TROON GOLF**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4174 to Troon Golf for an amount not to exceed One Million Nine Hundred Forty-Six Thousand Four Hundred Seventy-Eight Dollars (\$1,946,478) for the initial year of a five-year (5-year) term for Golf Course Management, Maintenance and Operation Services at the Montebello Golf Course; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$1,946,478 in Account No. 610-99-6040.10; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed annual cost for Golf Course Management, Maintenance and Operation Services under the proposed agreement is One Million Nine Hundred Forty-Six Thousand Four Hundred Seventy-Eight Dollars (\$1,946,478) for the first year of a five-year (5-year) term. This cost includes \$150,000 in start-up costs to be billed to the City at the commencement of the agreement.

The awarded agreement will be managed by the Recreation and Community Services Department and funded within the Golf Division of the Golf Course Fund (Fund 610). It is recommended that appropriations be increased by \$1,946,478 in Account No. 610-99-6040.10 (Golf Fund, Non-Departmental, Outside Contracts). Future budgets will incorporate the costs of the agreement offset by golf revenues from tournaments, green fees and golf cart rentals.

BACKGROUND/DISCUSSION:

On July 31, 2023, the City issued Request for Proposals No. 24-1 (“RFP”) seeking proposals for Golf Course Management, Maintenance, and Operations for the re-imagined and upgraded Montebello Golf Course. The renovated Montebello Golf Course will be a 9-hole regulation golf course and feature a new pro shop, clubhouse, cart room, putting green complex, and a new 6-hole (9-hole at night) Par 3 golf course with lights. At the September 27, 2023, City Council meeting, the City Council approved Resolution No. 23-71 renaming the golf course to Bella Verde Resort at Montebello as part of the new branding of the renovated golf and entertainment complex.

The RFP scope requires the selected firm to provide all personnel, labor, equipment, materials, tools, services, and special skills required to manage, maintain, and operate the golf course. The operation of the golf course includes operating and staffing the golf shop, collecting and remitting all green and cart fees to the City, handling merchandise sales and rentals, repair of all golf-related merchandise and equipment, providing a youth golf program, golf instruction coordination, hosting and scheduling tournaments and high school leagues, providing and maintaining a golf-specific point of sale system and tee sheet, and golf cart rentals and maintenance. The maintenance of the golf course includes performance of landscape and other maintenance, which is outlined in the RFP in the Suggested Maintenance Level Frequencies (Appendix “B”) and keeping with the highest standards of quality and performance. Additionally, the selected firm will be responsible for marketing, employee training, golf course security, accounting, and record keeping.

RFP No. 24-1 was advertised on the City website, Planet Bids and the Montebello News newspaper. Interested bidders were provided the opportunity to submit questions and corresponding answers were published using the City’s online advertising platform, Planet Bids. The RFP closed on September 28, 2023 and the City received three (3) responsive proposals.

ENVIRONMENTAL:

N/A

ANALYSIS:

An Evaluation Committee (“Committee”) made up of Recreation and Community Services Department employees assessed the qualifications and expertise of each proposer in performing the services and scope of work called for in the RFP. Each proposal was scored based upon the following criteria, as it related to the scope of work:

- | | |
|--|-----|
| 1. Qualifications/Experience | 60% |
| 2. Reputation for Integrity and Competence | 20% |
| 3. Proposed Fees and Charges for Service | 20% |

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 3 of 4

The total scores for the three proposals -- based on the criteria above -- are as follows:

Troon: 84.0
CourseCo: 80.5
GolfLinks: 68.0

From this evaluation process, Troon Golf has been selected as the most responsive and responsible bidder based upon scored proposals. Troon Golf has extensive experience in golf management and currently manages 37 golf courses in California, including several municipal golf courses. The firm has demonstrated a thorough understanding of Golf Division operations and needs. Staff are confident that Troon Golf has the qualifications and experience that best meet the needs of the City.

The City is proposing a not-to-exceed contract amount of \$1,946,478 annually for year 1 of the contract term. The annual not-to-exceed cost will vary for each year of the contract and accounts for an increase in start-up costs for the initial year of the contract and the reopening of the golf course. Start up costs of \$150,000 include operational and supply costs, including the outfitting of the golf course (non-construction/non-concession related expenses that include but are not limited to: bunker equipment, tee signs/markers, benches/trash cans and clubhouse staff operational computer hardware/software, and office furnishings). The following is the five (5) year annual cost breakdown as proposed by Troon Golf:

Year 1 - \$1,946,478
Year 2 - \$1,907,676
Year 3 - \$1,929,353
Year 4 - \$1,991,624
Year 5 - \$2,055,762

Troon Golf provided a proposal to perform all services within the scope of work as outlined in the RFP, including the cost for lease and purchase of new equipment as needed. The proposed cost for services includes all scope of work related expenses, billed monthly on an as-rendered basis. The cost includes a monthly management fee of Eight Thousand Dollars (\$8,000) or Ninety-Six Thousand Dollars (\$96,000) annually and an annual CPI increase of 2.5% (not to exceed 5%). All other costs are labor and operational expenses necessary to properly and professionally operate and manage the golf course. In the event of unforeseen golf course closures or a reduction in services and/or materials used, the City will only be charged monthly for work performed, and any savings would be realized by the City. The agreement will commence on March 1, 2024.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4174 with Troon Golf for a total not-to-exceed amount of One Million Nine Hundred Forty-Six Thousand Four Hundred Seventy-Eight Dollars (\$1,946,478) for the initial year of a five-year (5-year) term for Golf Course Management, Maintenance and Operation Services at the Montebello Golf Course (attached hereto in substantial form); authorize the City Manager to take actions necessary to execute and finalize the City Attorney approved agreement

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 4 of 4

on behalf of the City; and Amend the Fiscal Year 2023-24 budget by increasing appropriations by a total of \$1,946,478 in Account No. 610-99-6040.10; and direct staff to take such additional, and related, actions that may be desirable.

ATTACHMENT(S)

1. Attachment A - RFP No. 24-1
2. Attachment B - Draft Agreement in Substantial Form

NEXT STEPS:

N/A



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 1

**Golf Course Management,
Maintenance, and Operation**
(Revised August 24, 2023)

Release Date: Monday, July 31, 2023

**Mandatory Site Walk: Monday, September 11, 2023, at
10 a.m. PDT**

Due Date: Thursday, September 28, 2023, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful firm will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

July 31, 2023

THE PROJECT

Golf Course Management, Maintenance, and Operation

PROPOSAL OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd
Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@montebellocal.gov

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 ext. 374
Contact E-Mail: laguilar@montebellocal.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, September 14, 2023, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>

Table of Contents	Page
1.0 Notice Inviting Proposals	5
2.0 Introduction/About the City of Montebello	6
3.0 Timeline	7
4.0 Purpose	7
5.0 Scope of Work	8
6.0 Mandatory Site Visit	9
7.0 Proposal Submittal	10
8.0 Evaluation of Proposal	10
9.0 Proposal Protests	11
10.0 Execution of Agreement	12
11.0 Insurance	12
12.0 Use of Federal Funds	15
13.0 Non-Commitment of City	15
14.0 Labor Requirements	16
15.0 Records	17
16.0 Subcontractors	17
17.0 Modifications/Changes	17
18.0 Disclosure of Information	17
19.0 City of Montebello Rights	17

Appendix A – Proposal Content and Format

Appendix B – Maintenance Standards

Appendix C – Sample Professional Services Agreement

Appendix D – Golf Course Site Plan

Appendix E – Clubhouse Site Plan

Enclosure 1 – References

Enclosure 2 – Cost Proposal

1.0 Notice Inviting Proposals (Section Revised August 24, 2023)

The City of Montebello is seeking proposals from firms to manage, maintain, and operate the recently renovated 9-Hole Montebello Golf Course, maintenance yard, cart room, and pro shop, following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective firms must register with PlanetBids before being able to view or submit a response.

On **Monday, September 11, 2023, 10 a.m. PDT**, prospective proposers are invited to attend a site walk. This site walk is mandatory to ensure that all proposers receive the same information. Please Section 6.0 for details.

Questions must be submitted by **Thursday, September 14, 2023, at 11:00 a.m. PDT**.

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

Proposals must be submitted via PlanetBids by **Thursday, September 28, 2023, at 11:00 a.m. PST**.

Responses to this RFP will be evaluated to determine the firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP.

2.0 Introduction

The City of Montebello is seeking proposals from firms for the management, maintenance, and operation of the recently renovated 9-hole regulation golf course that will feature a new pro shop, clubhouse, cart room, putting green complex, and a new 6-hole (9-hole at night) Par 3 golf course with lights when construction is completed.

The selected firm must provide all personnel, labor, equipment, materials, tools, services, and special skills required to manage, maintain, and operate the Montebello Golf Course.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 500 full-time and part-time employees in public safety, transit, and non-safety functions.

About the Golf Course Campus

Montebello Golf Course (MGC or "Golf Course") is located in the City of Montebello, in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The City acquired the land in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the golf course was again remodeled by David Rainville and Gary Bye, adding three lakes, new greens, tees, bunkers, and continuous concrete cart paths. A new irrigation system was added during the 1999 major renovation.

The Golf Course is undergoing a renovation/reimagination known as the Montebello Municipal Golf Course Renovation Project (GCR Project). The GCR Project includes renovating a portion of the existing Montebello Municipal Golf Course property located immediately south of the future Top Golf and northwest of the Quiet Cannon event center. Topgolf Montebello will be a 66,000-square-foot Topgolf-branded commercial driving range and entertainment venue, which is expected to include a full-service restaurant, event space, and other associated amenities. The Project will consist of, among other things: a three-story driving range complex/structure with approximately 102 hitting bays; restaurant and entertainment amenities; outdoor seating/patio areas; a parking lot; and common facilities, including a public road that provides access from Via San Clemente, on approximately 15 acres.

The GCR Project area is approximately 72.5 acres of the golf course campus. When completed, the GCR Project will replace the existing 18-hole golf course with a modern

first-class regulation course complex that will complement the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The GCR Project will include a new 9-hole regulation golf course with a new clubhouse/cart room, putting green complex, and a new 6-hole (9-hole at night) Par 3 golf course with lights.

The Project is expected to be completed in Spring 2024, which will coincide with the opening of the new Golf Course alongside Top Golf. The Golf Course had 70,000 rounds of play in the last full fiscal year of operation – FY 2021-22 and was operated by a Pro Shop/Golf Pro Concessionaire with Troon managing maintenance operations.

3.0 Timeline (Section Revised August 24, 2023)

- | | |
|---------------------------------|--|
| • Release RFP | Monday, July 31, 2023 |
| • Mandatory Site Visit | Monday, September 11, 2023, 10 a.m. PDT |
| • Online Q&A Deadline | Thursday, September 14, 2023, 11 a.m. PDT |
| • Deadline to Submit Responses | Thursday, September 28, 2023, at 11 a.m. PDT |
| • City Review of Submissions | Early/Mid-October 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Late October 2023 |
| • Award | Early/Mid-November 2023 |

4.0 Purpose

Through this solicitation, the City is seeking proposals from qualified firms to provide Management, Maintenance, and Operational services for the Golf Course. Maintenance and management services include but are not limited to irrigation, landscape, open space, and hardscape maintenance services, along with all needed supplies and equipment needed to operate and maintain the Montebello Municipal Golf Course and annually for the City's Golf Enterprise Fund.

The selected firm will be responsible for all day-to-day operations of the Golf Course to ensure efficient and sustainable services for the community. This includes but is not limited to hiring, training, and supervision of all contractor-provided golf course staff, management of pro shop operations, oversight and maintenance of the course grounds and pro shop, development and implementation of a long-term and robust marketing and promotions campaign, administration of golf cart fleet and rentals, and monthly reporting to the City among other tasks. The selected firm will also provide ongoing communication, engagement, and coordination with the City, the community, and the current concession vendor to deliver optimal golf course services. The award of this contract will be made by the Montebello City Council.

5.0 Scope of Work/Services

The selected firm must provide all personnel, labor, equipment, materials, tools, services, and special skills required to manage, maintain, and operate the Montebello Golf Courses. Detailed Specific Terms and Conditions are attached in Appendix "A" (Proposal Content and Format) and Appendix "B" (Maintenance Standards). In general, the required services include:

Golf Course Operation Services: Operating and staffing the golf shop; collecting and remitting all fees to the City; marshaling services; handling merchandise sales, rentals, purchases, storage, and repairs of all golf-related merchandise and equipment; providing a youth golf program, golf instruction coordination; hosting and scheduling tournaments and high school leagues; providing and maintaining a golf-specific point of sale system and tee sheet; golf car rentals and maintenance; coordinating and promoting tournaments; and handling related activities.

Golf Course Maintenance Services: Performance of landscape and other maintenance as outlined in the Suggested Maintenance Level Frequencies (Appendix "B") and in keeping with the highest standards of quality and performance.

Other Required Services: Marketing; employee training; golf course security; accounting; and records keeping.

The services shall be performed daily on a year-round basis. The firm shall provide a level of operation and service per Appendix "B".

Proposers must have a minimum of five (5) years of experience performing golf course operations, golf course maintenance, and other functions specified in this RFP within the past ten (10) years at a minimum of three (3) full-service municipal golf facilities in California. The City intends to award a single Golf Course Maintenance and Operation Agreement (Agreement) but retains the rights to award the Agreement in a way that is most favorable to the City. The Agreement will have a term of five (5) years. Additional information regarding contract scope, terms and other conditions are contained in this RFP.

It is the intent and expectation of the City to provide for its residents and visitors with a professional and desirable golfing experience with a customer service level commensurate with the "best practices" of municipal golf facilities. The City Council will establish the daily fees and services in January 2024 with the intention of providing the firm with the greatest flexibility to market the course aggressively. The Montebello Golf Course is run as an Enterprise Fund and revenues need to cover all regular expenses,

as well as small improvement projects, annually. The City expects the golf course, golf shop, and cart room facilities to be managed, maintained, and operated per Appendix “B.” The City specifically desires to achieve the following:

1. Provide a quality, family-friendly experience at affordable rates for all age groups.
2. Have all course management, operations, and maintenance activities performed professionally and with minimal City operational support.
3. Maximize the financial return on the Montebello Golf Course while maintaining affordable rates as provided by the Montebello City Council.
4. Ensure course maintenance levels are consistent and of an acceptable level. The City expects the standards of the golf course to remain at a top level by following the detailed scope of work and maintenance frequencies outlined in Appendix “B.”

6.0 Mandatory Site Visit (Section Added – August 24, 2023)

On **Monday, September 11, 2023, 10 a.m. PDT**, prospective proposers are invited to attend a site walk. This site walk is mandatory to ensure that all proposers receive the same information. Proposal submissions from proposers who did not participate in the site walk may be rejected at the City's discretion. The site walk will be held at:

**Montebello Golf Course Maintenance Yard
988 Via San Clemente Avenue
Montebello, CA 90640**

Parking is available outside of the maintenance yard in any available public parking stalls. The site walk will consist of an overview of the maintenance yard and limited tour of the golf course, parking lots and other areas related to the maintenance portion of the project.

Upon arrival, prospective proposers will need to sign in. The City will allow up to a ten (10) minute grace period to ensure that all proposers have had an opportunity to sign in. After completion of the site walk, the sign-in sheet will be posted on PlanetBids via an addendum.

It is requested that prospective proposers attending the site walk only send one (1) to two (2) representatives to help ensure the City can facilitate sufficient space and

transportation (if needed). Representatives will be allowed to take photos or videos of the site.

The City may answer questions related to the site walk at its discretion. The City may request that vendor representatives submit some questions via PlanetBids to ensure that all proposers receive the same information.

7.0 Proposal submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

All firms are hereby put on notice that each proposal received by the City shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do by law.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:
 - i. Qualifications as they relate to this Project (60%)
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work

- e. Communication Skills
- ii. Reputation for integrity and competence (20%)
 - a. Positive Reference Checks
 - b. Work Samples
- iii. Proposed fees for services (20%)

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
 Michael Solorza, Director of Finance
 City of Montebello
 Attn: Department of Finance
 1600 W. Beverly Blvd
 Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a

protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix C) shall be signed by the successful Consultant and returned within the required insurance within ten (10) business days after the City has provided written notice that the Consultant has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Consultant decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard

Montebello, CA 90640

Endorsements (if requested)

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

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The City may elect to use funding from Federal sources for a portion of or all expenses related to this Project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a firm through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.
- E. **Prevailing Wages:** Certain labor categories under this Project may be subject to prevailing wages as identified in the State of California Labor Code ("Labor Code") Sections 1720-1815. The Operator shall conform to applicable wage rates. It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum applicable wage schedules. The Operator must use the current wage schedules applicable at the time the work is in progress.
- F. **DIR Registration:** Maintenance activities in excess of \$15,000 per year require registration with the Department of Industrial Relations. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to propose or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.
- G. **Other Labor Code Conditions/Requirements:** The resulting agreement may contain additional requirements pursuant to Labor Code Sections 1720-1815 not listed herein as shown in Appendix "C" (Professional Services Agreement Sample).

15.0 Records

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

16.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant. These changes will be processed through the City Manager.

18.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.

- ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format
Appendix B – Maintenance Standards
Appendix C – Sample Professional Services Agreement
Appendix D – Golf Course Site Plan
Appendix E – Clubhouse Site Plan
Enclosure 1 – References
Enclosure 2 – Cost Proposal

APPENDIX A

RFP 24-1

PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

Although no specific format is required by the City, this section is intended to provide guidelines to Proposers regarding features which the City will look for and expect to be included in the proposal.

1. Presentation

Proposals shall be typed, with 12 pt font, single spaced and submitted on 8 1/2 x 11" size paper. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to David Sosnowski, Director of Recreation and Community Services and, at a minimum, shall contain the following:

- a. Identification of Proposer that will contract with the City. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, e-mail and telephone number of the contact person.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number. Relationship between Proposer and subcontractors, if applicable.
- c. Acknowledgment of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the submittal deadline.
- e. Signature of a person authorized to bind the Proposer to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.
- g. Department of Industrial Relations (DIR) registration number.

3. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the Proposer's ability to perform the required work by reasons of: experience in performing work of the same or similar nature; demonstrated experience working with public agencies; financial strength and stability of the Proposer; staffing capability; work load; and supportive client references. Equal weighting will be given to firms for past experience performing work of a similar nature whether with the City or elsewhere.

Proposers shall:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- (2) Provide a general description of the firm's financial condition, identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the project. City does not have a policy for debarring or disqualifying.
- (3) List the golf courses currently under management by the firm and provide reference contacts for the course owner and at least three user groups, (i.e., corporate users for sponsored tournaments etc.).
- (4) Minimum operational requirements: At a minimum, the Proposer shall include all services offered for public golfing at Montebello Golf Course, including provision of maintenance equipment of Golf Course. Such minimum services include: maintaining the course; charging and taking in green fees and golf cart rental fees; scheduling tee times; renting golf carts and clubs; maintaining the parking lot and other means of access to the course; regulating play; enforcing golf course rules; providing internet utilities; and providing security as needed. The golf course premises are to be open for public golf play daily from daybreak to sunset seven days a week, including holidays. The proposer will be responsible to schedule, manage and oversee the lit, par 3 course at night. The Proposer may recommend a period during which the course(s) may be closed due to weather, maintenance needs, or other factors and shall provide the City at least 48 hours advanced notice. Submit a proposed course maintenance schedule as it relates to daily, weekly, monthly or quarterly activities for the City's review and approval.

- (5) Additional operational requirements: The provision of additional services designed to enhance the golfing experience and provide increased revenue are expected of the Operator. Such services may include providing golf lessons, operating a pro shop, collaborating with the City on a Junior Golf Program, etc.
- (6) Proposer shall state its facility maintenance schedule and its plan to ensure consistent quality control for the Golf Maintenance Yard, Pro Shop and Golf Cart Room.
- (7) The Proposer shall include a detailed and specific listing of proposed accounting program that can provide revenue and expense information to the City on a monthly basis.
- (8) The Proposer may provide details of education/training programs for its staff, including rigorous customer service and safety programs and state and federally mandated training components.
- (9) The awarded Proposer ("Operator") is expected to operate and maintain the golf courses as specified in this RFP. In addition, the Operator is highly encouraged to implement enhanced marketing of special programs and implement additional course improvements to increase golf course usage resulting in additional revenues. As an incentive, the City is willing to split the additional gross revenues with the Operator beyond certain thresholds. The Operator shall propose a percentage split between the City and the Proposer at the levels.
- (10) Rate Structure
 - A. Green Fees
 - B. Cart Fees
 - C. Driving Range
 - D. Facility Rental
 - E. Incentives

NOTE: The City Council shall establish base fees for the Golf Course including minimum rates and all discount rates as adopted in the upcoming Golf Fee Study Adoption. The operator will work with City Staff to establish, adjust and augment fees on an annual basis.

- (11) The Proposer shall provide its ideas/proposal for an improvement plan for the term of the Agreement, including funding responsibility, and decision/approval process. The improvement plan must include a phasing plan indicating immediate (year 1) improvements and phasing plan for other improvements. Please list all maintenance equipment, carts, and any other replacement equipment. The Proposer will describe what a capital reserve fund would look like for future capital improvements and suggested funding method.

- (12) The Proposer will describe any youth golf program it operates or is affiliated with. Implementation of a youth golf program could be included in the final Agreement or addressed via an amendment to the Agreement within the first year of operation.
- (13) Provide a Financial Statement or Balance Sheet that contains the most recent and current annual audited financial statement or balance sheet for the Proposer. If the Proposer is a wholly or substantially owned subsidiary of a parent firm, the most recent and current financial statement or balance sheet for that firm shall also be submitted. Each Proposer must demonstrate and verify its financial capacity to manage the golf course. A financial commitment statement identifying funding source must also be submitted showing adequate funds to finance the Capital Improvement Plan (CIP) as indicated in the proposal.
- (14) Force Majeure: Provide a minimal monthly City paid maintenance amount that would take effect in the event of a catastrophic event forcing course closures.

b. Annual Budget and Five-Year Pro Forma

Provide an annual budget for Fiscal Year 2024 by month for the Golf Course on the provided bid form. Provide a monthly cash flow summary and a five-year pro forma which includes planned and realistic expenditures and revenues with total costs associated with the operation of each facility. The pro forma must include all separate components of operations. Following the recommended and necessary maintenance standards outlined in this RFP and its Appendices, it is expected the proposer shall bill the City on a monthly basis for all actual incurred costs including payroll, management fees, chemical and material procurement, equipment, etc.

c. Three Year Marketing Plan

Describe your marketing plan for the course and experience marketing golf courses. Give examples of successful marketing plans and innovative social media and marketing campaigns you have developed and implemented. Describe ability to establish community partnerships, loyalty programs, educational programs, and solutions to provide additional non- golf entertainment and hospitality opportunities. Include ways to increase revenue sources, fundraise, apply for grants, and enhance the sponsorship opportunities.

d. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Proposer to manage the maintenance and operations as well as identify key personnel assigned. Proposed Staffing and Organization are to be presented by the Proposer for the course operation identified in the Scope of Services.

Proposers shall:

- (1) Provide education, experience, and applicable professional credentials of maintenance and operational staff the course. Include applicable professional credentials or certificates of “key” staff.
- (2) Furnish brief resumes (not more than two pages each) for the proposed Superintendent and Operations Manager and any other key personnel such as the golf pro/instructor.

e. Detailed Work Plan

Proposers shall provide a narrative that addresses the Scope of Services at each course and shows their understanding of the City's needs and requirements.

Proposers shall describe the proposed approach and work plan for completing the services specified in the Scope of Services. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Proposer's ability to accomplish the City's objectives.

f. Transition Plan

The proposal shall include a plan for working with the incumbent maintenance firm on the transition, if a transition to a new firm is to occur and the extent to which the incumbent firm's staff will be considered for possible retention.

g. Golf Cart Need

The City has leased forty-six (46) new EZ-Go Golf Carts. Maintenance, operation and management of City-owned golf carts is the responsibility of the Operator.

h. Equipment Need

The current operator has an active lease for equipment for the operation and maintenance of the Montebello Golf Course. It is expected that the Operator shall provide, at its sole cost and expense, all equipment, carts, machinery, vehicles, supplies, merchandise, and other items of personal property as necessary or desirable for the efficient operation of the courses. The City prefers new equipment but will consider well maintained equipment less than five years old.

i. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer will be deemed to have accepted the contract requirements of the agreement.

4. Appendices

Information considered by Proposer to be pertinent to this proposal and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Please note that this does not constitute

an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

APPENDIX B

MAINTENANCE STANDARDS

Golf Course Maintenance: Procuring all materials, labor, tools, equipment, supplies, and services required to maintain the golf course property in a manner that promotes and supports operations.

Maintenance areas for which Operator is responsible include: golf course tees, greens and collars; fairways; irrigated and non-irrigated rough; bunkers; water features; lakes; cart paths; mulch areas; bridges and crossings; practice areas; putting/chipping surfaces; fencing and turf; golf pro shop exterior; signage; storage areas; maintenance yard; golf pro shop; parking lots and cart storage.

Duties also include implementing and managing an Integrated Golf Course Management Plan (for chemicals and pest management) and satisfying all environmental requirements related to the maintenance of a golf course. Operator also is required to maintain and monitor any drought response programs currently that could be implemented.

A qualified, full-time, Class A member of the Golf Course Superintendents Association of America (GCSAA) shall directly and exclusively supervise all golf course maintenance.

SPECIFIC MAINTENANCE STANDARDS & SPECIFICATIONS

1. LANDSCAPE:

A) GREENS AND NURSERY:

- i. Maintain all greens in accordance with playability and industrywide standards. Nostanding water or mud will be allowed.
- ii. Mow greens during the March-November period six (6) times per week and during the December-February period four (4) times per week with an approved greens reeltype mower at a height of 1/8"-5/32". Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course. All grass clippings must be collected and removed from the site during each mowing operation.
- iii. Relocate cups daily to USGA Standards to enable worn turf spots to recover. Setpin placement, in healthy turf area with proper colored flag. Set hole plugs at propergrade.
- iv. Replace soil and re-seed following removal of nursery sod.
- v. Verticut greens up to once per week during periods of active turf

growth. Coordinate verticutting, aerifying and topdressing, combing and brushing.

- vi. Aerify greens at least two (2) times per year or more frequently, if needed, and remove plugs the same day. Aerify with conventional hollow tines two times per year. Minimize interference to play. Schedule aerification well in advance and in conjunction with the Golf Concessionaire.
- vii. Apply and brush an approved topdressing material into the turf following all aerifications with an approved topdressing spreader. Apply spot topdressing to repair damage from ball marks or any other damage. Apply light topdressing in conjunction with verticutting.
- viii. Analyze soil within 30 days after the start of the term of the contract and at least once every year thereafter. Apply fertilizer in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Apply 6 to 7 pounds of actual nitrogen per thousand square feet per year under normal conditions. Utilize a variety of granular slow-release types of material.
- ix. Treat greens with proper chemicals to control insects, disease, weeds and other pests.
- x. Keep greens and collars free of foreign grasses and/or broadleaf weeds that tend to creep in from the edges.
- xi. Take electroconductivity (EC) readings weekly to determine salts levels and if they are above normal, take corrective action to reduce them.
- xii. Treat, sod, plug, and level bare or stressed areas properly.
- xiii. Mow greens collars two-to-three (2-3) times per week to a height of 1/4" with an approved greens reel type mower.

2. FAIRWAY MAINTENANCE:

- A) Maintain all fairways in accordance with accepted playability and industrywide standards at all times. Mow fairways two-to-three (2-3) times weekly, depending on the growing season, at height of 1/2".
- B) Verticut fairways as necessary for turf health and good playing condition.
- C) Aerify, spike, or slice at least one (1) time per year, or more often if needed. Spot aerify to relieve compaction.

- D) Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 175 pounds of actual nitrogen per acre, per year, under normal conditions. The Operator may make suggestions for frequency offertilization based off soil samples and previous experience with turf. Take soil tests atleast one (1) time per year.
- E) Treat turf to control weeds, diseases, insects and other pests as necessary to maintainhealthy turf, weed-free, and disease-free conditions.
- F) Police all areas on a regular basis and remove all paper, leaves, cans, bottles, treebranches, and other debris.
- G) Ensure that there is no standing water or mud holes.
- H) Ensure that yardage markers and balls are in place and maintained.
- I) Ensure that cart traffic management devices are in place.
- J) Treat, sod, plug, and level bare or stressed areas properly.
- K) Mark out-of-bounds, ground-under-repair, and other areas properly.

3. TEE MAINTENANCE:

- A) Service tees two-to-three (2-3) times per week, depending on season, by moving tee markers, benches, and ball washers. Change tee towels weekly and keep ball washersfilled to proper level with water and appropriate cleaning agent. Ensure that tee markers placed in healthy areas with tee markers set flat.
- B) Mow tees three (3) times weekly with reel type mower at height of 3/8" and removeclippings.
- C) Verticut tees at least twice per year for thatch removal.
- D) Aerify and top-dress tees at least two (2) times per year or more frequently if needed,using the appropriate equipment with the minimum of interference to play.
- E) Determine fertilization frequency, types of material and analysis from results of bi- annual soil nutrient level testing and growing conditions at the time of treatment. Apply 8 to 10 pounds of actual nitrogen per thousand square feet per year under normalconditions. Typically, combinations of granular slow release type of materials may be utilized.
- F) Repair worn and damaged turf areas as they occur by topdressing,

overseeding or re-sodding to always ensure playability. Treat, sod, plug, and level bare or stressed areas properly.

- G) Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.
- H) Empty trash receptacles daily.
- I) Ensure that there is no standing water or mud holes.
- J) Mulched areas must be maintained free of weeds and mulch replaced as needed to retain aesthetic.

4. ROUGHS MAINTENANCE:

- A) Maintain turf areas in accordance with acceptable industrywide standards at all times, observing the following minimum requirements:
 - i. Mow one-to-two (1-2) times per week, depending on growing season, at a height of 1-½" to 2".
 - ii. Verticut as necessary to promote healthy growth.
 - iii. Aerify, spike, or slice at least one (1) time per year, or more often if needed. Spot aerify to relieve compaction.
 - iv. Overseed and top-dress (or re-sod) worn or bare turf areas as necessary.
 - v. Determine fertilization frequency, materials and analysis from results of bi- annual soil nutrient level testing and growing conditions at the time of treatment. Apply 87 pounds of actual nitrogen per acre, per year under normal conditions.
 - vi. Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf, weed-free, and disease-free.
 - vii. Ensure that there is no standing water or mud holes.
 - viii. Treat, sod, plug, and level bare or stressed areas properly.
 - ix. Ensure that all play areas are free of debris.
 - x. Mark out-of-bounds, ground-under-repair, and other areas properly.

5. BUNKERS:

- A) Clean and rake sand bunkers daily; ensure that the sand is not

compacted.

- B) Edge turf mechanically around sand bunkers monthly or more frequently if required to ensure a neat appearance. Maintain the design outline of the bunkers to ensure the integrity of the bunker shape. Ensure that traps have 2" lip on lower side. Ensure that there is no excess sand buildup on high side.
- C) Remove excess sand in the turf surrounding the trap on a regular basis.
- D) Ensure a minimum of two (2) rakes are always available at all sand bunkers.
- E) Maintain the existing bunker drainage and repair as needed.
- F) Ensure that there is no standing water or mud holes.

6. TREES:

- A) Perform all trees trimming on a schedule submitted to and approved by the City.
- B) Prune trees as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.
- C) Fertilize as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem; rather, spread evenly in area of drip zone
- D) Provide additional nutrient treatments to ailing or stunted trees, which fail to meet expected growth, to correct any deficiencies or be remove and replace in kind.
- E) Remove surface roots, which become maintenance or appearance problems, as required to prevent damage to adjacent areas.
- F) Remove and replace dead or terminally diseased trees.
- G) Do not use string trimming within 12" around the base of trees. Mow around base of trees. A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

7. GROUND COVER:

- A) Apply all chemical control (i.e., pesticides) as required to control or prevent pest infestations to protect ornamental

plantings.

- B) Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance
- C) Cultivate and/or spray herbicide to remove broad-leaved and grass weeds as required. Keep shrub beds free of weeds.
- D) Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.
- E) Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required, but no less than twice a year, to promote healthy appearance.

8. IRRIGATION SYSTEM/EFFICIENT USE OF WATER:

- A) Establish and program an efficient watering schedule. Determine application rates based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.
- B) Factor in soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.
- C) Set the controllers to operate during the period of lowest wind velocity which would normally occur at night, especially in areas where wind creates problems of spraying onto private property or road rights of way.
- D) Monitor all systems within premises daily and correct for: coverage, adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.
- E) Check the soil moisture content on greens, tees and fairways regularly and make appropriate adjustments. Conduct visual observations, check plant

resiliency, turgidity, examine cores removed by soil probe, moisture sensing devices, and program irrigation controllers accordingly.

F) Repair all leaking or defective valves, lines and sprinkler heads as soon as possible but no later than within 24 hours.

G) Turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

9. IRRIGATION SYSTEM MAINTENANCE:

A) Make repairs according to the industry standards and conform to all related codes and regulations.

B) Adjust the height of sprinkler risers necessary to compensate for growth of plant materials.

C) Maintain or replace all controller enclosures as needed, to maintain a good appearance.

D) Keep sprinkler heads and valve boxes clear of overgrowth, which may obstruct maximum operation.

E) Make repairs made to the irrigation system according to the system's original design with products equal to or higher quality than currently provided.

F) Maintain and re-certify backflow devices as required by regulatory agencies.

G) Maintain pressure-regulating devices on a regular basis.

H) Check and maintain pumping stations and booster pumps to industry standards. Keep all preventative maintenance current.

I) Clean and service the lake fountains in conjunction with the regular cleaning of the lakes. Keep in good repair and always functioning. Secure intake covers properly.

J) Ensure that all valve boxes are visible and there are no missing or broken valve box lids.

K) Ensure that all reclaimed water lids are purple, and valves are properly tagged to denote reclaimed water per industry/Health Department Standards.

NOTE: The Golf Course will be irrigated with reclaimed water, pumping from the large lake.

10. LAKE AND CHANNEL MAINTENANCE:

- A) Maintain weed and algae control program.
- B) Remove all visible litter/trash from lakes at time of detection.
- C) Ensure that aerator(s)/fountain(s) are working at all times.
- D) Ensure that the water is clear.
- E) Maintain the lakes at their proper level.
- F) Mark water hazards properly.
- G) Employ erosion control methods as necessary

11. PEST CONTROL:

A) PESTICIDES:

- i. General: Use all materials in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.
- ii. Obtain all required permits and maintaining the required usage documentation. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of the contractor including, but not limited to, reporting to the Los Angeles County Agricultural Department.

B) APPLICATION OF PESTICIDES:

- i. Timing: Apply pesticides at times that limit the possibility of contamination from climatic and other factors. Apply early morning whenever possible to avoid contamination from drift. Monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Reduce irrigation water runoff after applied treatment. Apply water only when it is required to increase pesticide efficiency, without excessive runoff.
- ii. Handling of Pesticides: Handle transfer and mix pesticides to prevent contaminating areas outside the target area. Ensure that materials are confined to the target area. Do not drain spray tanks containing leftover materials on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.

- iii. Equipment and Methods: Ensure that spray equipment is in good operating condition, quality, and design to efficiently apply material to the target area. Avoid high pressure applications and using water soluble drift agents will minimize drift
- iv. Recommendations: Ensure that all pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA). A licensed qualified applicator (QAC) shall be on site during application.

12. PLANT PESTS CONTROL:

- A) Provide complete and continuous control and/or eradication of all plant pests or diseases.
- B) Supply the proper chemical designated for the pests to be controlled.
- C) Obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

13. ANIMAL AND RODENT CONTROL:

- A) Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property.
- B) Repair damage to public or private property due to erosion as a result of rodent activity.

14. HARDSCAPES, COURSE EQUIPMENT, FENCING, LIGHTING, PATHS, SIGNAGE:

A) CART PATHS:

- i. Sweep or blow clean of debris weekly or more often as needed
- ii. Edge and scrape clean once every three (3) weeks.
- iii. Repair all potholes and/or other surface damage or defects immediately upon detection to ensure a safe usable surface.
- iv. Control all weeds growing in cracks, expansion joints and other hard surfaces using chemical weed control.
- v. Ensure that the surfaces non-slip and free of standing water.

B) FENCES/GATES:

- i. Check and repair all fences, gates and railings regularly to ensure

a safe, secure and aesthetically pleasing condition at all times.

C) COURSE ACCESSORY EQUIPMENT

- i. Provide, maintain, repair, and replace all course accessory equipment in a clean, safe, functioning condition at all times and repaint as required to present an aesthetically pleasing appearance. Replacement course accessory equipment needs to meet current standards.
- ii. Accessory equipment shall include, but not be limited to the following:
 - 1. Ball Washers
 - 2. Benches
 - 3. Flags and Poles
 - 4. Greens Cups
 - 5. Sand Rakes
 - 6. Signage
 - 7. Tee and Fairway Markers
 - 8. Tee Towels
 - 9. Trash Receptacles

D) SIGNAGE:

- i. Replace or add, as needed
- ii. Proper placement is evident
- iii. Proper colors and logo in place
- iv. Clean and readable

15. FACILITIES:

A) MAINTENANCE YARD:

- i. Keep the maintenance yard and always building clean and neat with all material inventories and supplies stored in a manner in keeping with CAL-OSHA, and all Local, County and State regulations.
- ii. Lock or otherwise secure when unattended to discourage

unauthorized entry.

- iii. Clean office and lunchroom floors monthly or as needed.

B) RESTROOMS – NOTE: This includes restrooms in the Cart Room and 2 All-Gender restrooms on the Golf Course

- i. Clean and sanitize restrooms daily using cleaning and sanitizing agents recognized for use in public restrooms.
- ii. Maintenance shall include, but not be limited to:
 - 1. Sweep and mop floor
 - 2. Clean and sanitize basins, metal fixtures, urinals, toilets and trash receptacles.
 - 3. Clean and polish mirrors
 - 4. Check and restock paper supplies as needed.
Clean walls, ceilings, screens and windows monthly or as needed.
 - 5. Repair and replace leaky or malfunctioning fixtures immediately upon detection.
 - 6. Lock and unlock restrooms for opening and closing.
 - 7. Check light fixtures daily and re-lamp faulty fixtures as needed at time of detection.
 - 8. Provide appropriate temporary signage for restroom floors which are wet for any reason

C) GRAFFITI

- i. Inspect golf course and facilities daily for evidence of graffiti. Pay special attention to restrooms, signs, markers, curbing, paving, tees, utility poles/boxes and/or any other structures or fixtures.
- ii. Remove any/all graffiti within four (4) hours of detection.
- iii. Paint over any graffiti with a color consistent with that of the original surface.
- iv. Remove by sand or water blasting any graffiti on on-painted surface.

APPENDIX C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A" attached** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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

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

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

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

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

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

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

expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

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

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

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

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Arlene Salazar, Acting City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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

SAMPLE

GOLF COURSE DESIGN PLANS

SIX-HOLE Short Course			TEN-HOLE Short Course		
Hole	Par	Yards	Hole	Par	Yards
1	3	90	1	3	90
2	3	80	2	3	80
3	3	70	3	3	70
4	3	80	4	3	80
5	3	50	5	3	50
6	3	70	6	3	70
Total	18	440	7	3	60
			8	3	90
			9	3	80
			10	3	90
			Total	30	760

SHORT COURSE

The new six-hole golf course is designed for unimpaired players of all abilities. In addition to a relaxed, casual atmosphere, the new six-hole course will help aid, and more skilled golfers practice and improve their strength. There are six-holes that range from 50 yards to 90 yards in length.

In the late afternoon when the regulation length Nine-hole Course closes, the six-hole short course will convert to a 50-yard short course. Four additional short holes also ranging from 50-90 yards will be available for play. A ten-hole short course will allow for a more substantial golf experience and create an energy and vibrant atmosphere adjacent to the new Golf Clubhouse. The ten-hole short course will be ignited for play to continue well into the night.

This unique play experience is inclusive for all golfers of all abilities and non-golfers. Being located near a "forgo" people on a walk-in forgo golf course, the course is designed to be played in just 10 minutes. The course can be played in under 60 minutes, and the estimate course in under 90 minutes. No cart paths on this course, a great walkable experience to enjoy. For maximum playability and revenue the ten-hole course will be overhead lit and have on-course clubhouse.

The location of the six-hole course works well with the Golf Clubhouse. We recommend considering a small "Starter" type patio/golfing area adjacent to Hole 1 tee, providing golf operators control and a great atmosphere for post round enjoyment.

Small synthetic turf tees are designed into the golf course. Because of the amount of play, and short wedge shots on each hole, Real turf tees will not grow and be a maintenance issue. Also, the synthetic tees guide people where to play from and will increase efficiency in time of play. In addition, the synthetic tees will be more consistent playing surface and be more casual and less intimidating for the beginner or non-golfer.

The new stifle golf course consists of approximately 6.3 acres of irrigated turf area. The existing hole is proposed to be expanded to 1.2 acres. The lake expansion will add to the golf experience, provide a challenge. The lake expansion will add an added value to the new Entry Drive experience.

NINE-HOLE GOLF COURSE

The new nine-hole golf course is designed for players of all abilities, with multiple tees at various yardages. Bunker placement is dictated for challenge of the avid, better golfer and not a beginner. Green sizes will be larger for multiple pin options and best quality greens turf conditions possible.

The new routing of the golf course and sequence of golf holes was designed for playability, enjoyment and safety. The golf course will be enjoyable and easy to walk. During the round, golfers will have the option to return to the Golf Clubhouse after Hole #44. During the round, golfers will have access to the existing on-course restroom after Hole #44 and again after Hole #7.

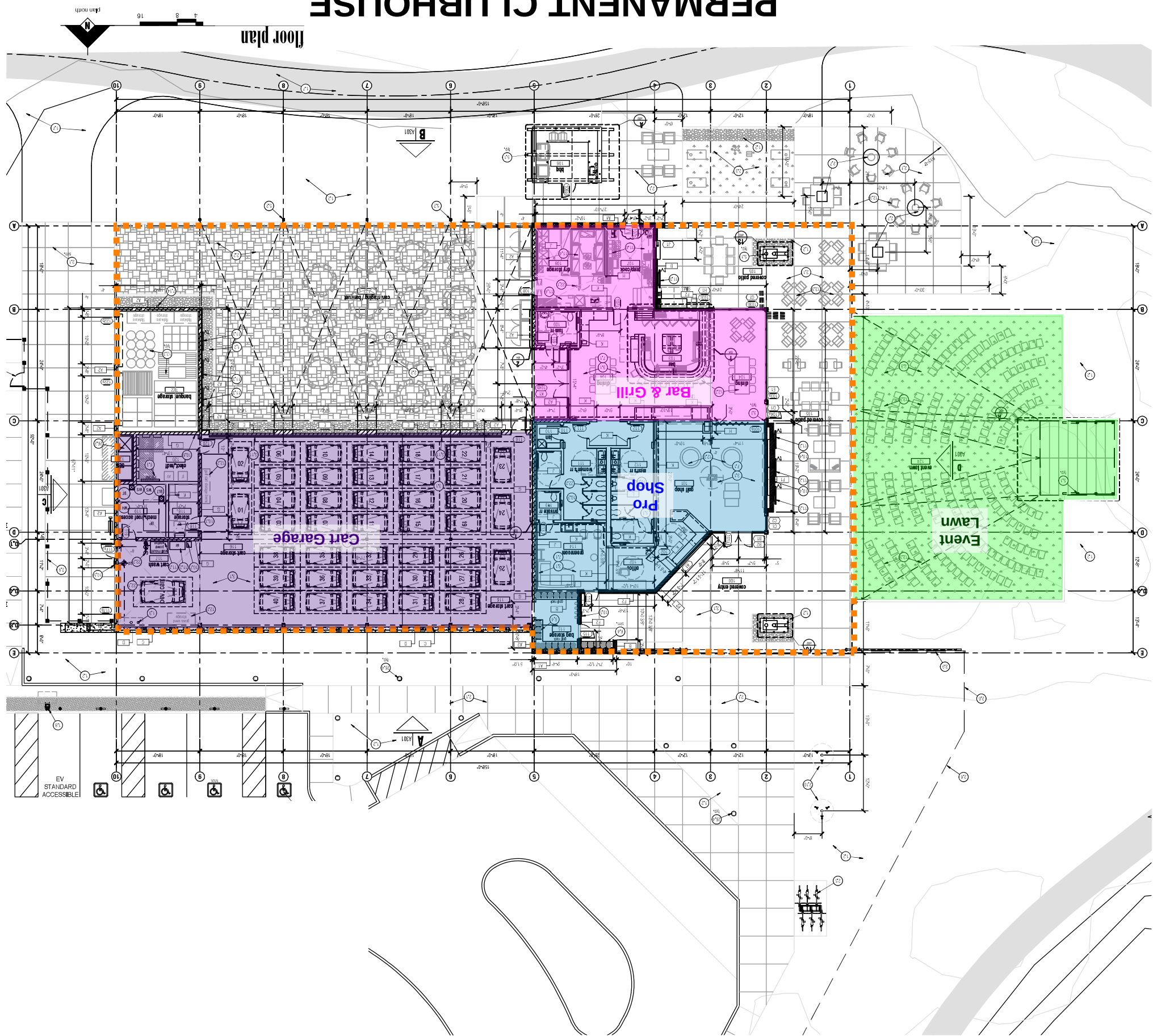
Options of playing a four-hole loop (Holes 1, 2, 3, 4) is provided. Beginners to the game of golf or people on a wait-list for Topgolf might be interested in playing a four hole loop.

The new nine-hole golf course consists of approximately 54.6 acres of irrigated rural area. Three existing lakes are to remain and incorporated into the new golf course. One of the existing lakes will be expanded as an entry feature adjacent to the new Entry Drive, as well as an integral part of the Short Course. One of the existing lakes will be used as a feature and in view from the new Golf Clubhouse, as well as an integral part of the Short Course.

A series of trees will be assigned and include all new trees and bunkers. New golf course drainage will be installed and connected to the existing and new in ground storm drainage system. All new efficient irrigation system will be installed. Golf cart paths will be continuous cart paths. All existing trees will be carefully reviewed and determined if appropriate to remain or be removed for playability and better turf conditions. Additional trees will be installed as needed. All new turf will be planted consisting of Bermuda grass for tees, fairways and rough, and St. Augustine grass for all green surfaces.



NINE-HOLE GOLF COURSE					
Hole	Par	Yards			
		Black	Blue	White	Red
1	5	505	495	485	450
2	4	430	420	410	390
3	4	345	345	355	310
4	4	390	380	370	350
5	3	225	215	205	180
6	4	430	420	410	380
7	4	365	365	345	320
8	4	350	340	330	315
9	3	135	125	115	100
Total	35	3,185	3,095	3,005	2,805



City of Montebello
Golf Course Maintenance, Management and Operations
RFP No. 24-1
ENCLOSURE 1 – REFERENCES

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

ENCLOSURE 2
COST PROPOSAL
OPERATOR FOR MONTEBELLO GOLF COURSE

Name of Proposer:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Monthly Management Fee	Monthly	\$	\$
2.	All other monthly expenses for Golf Course and all required maintenance	Monthly	\$	\$
	Total items 1, 2			\$

Total Items 1 and 2 in Figures: \$

Total Items 1 and 2 in Words:

Authorized Representative Signature:

Printed Name of Representative and Title:

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4174 WITH TROON GOLF (RFP No. 24-1)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on January 24, 2024 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and TROON GOLF. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide golf course management and maintenance for the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including Request for Proposal (RFP) #24-1, Troon Golf proposal, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to manage and maintain the Montebello Golf Course as set forth fully in RFP #24-1 and the Troon Golf proposal as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 2 of 12

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed and operating expenses incurred. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

d. Base Management Fee. The CITY shall pay the CONSULTANT a base management fee (the "Base Management Fee") equal to Ninety-Six Thousand Dollars (\$96,000) for each full Fiscal Year during the Term, equitably pro-rated for any partial Fiscal Year. Commencing on July 1, 2025, and continuing on each July 1 thereafter, the Base Management Fee amount for such Fiscal Year shall be the Base Management Fee amount applicable to the last day of the immediately preceding Fiscal Year as increased by the greater of (i) to and one-half percent (2.5%) or, (ii) the percentage increase, if any, in the CPO during such immediately preceding twelve month period ending April 30th of the previous Fiscal Year. For purposes hereof, "CPI" means the Consumer Price Index for all Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim, CA area. If such index shall be discontinued, then it shall mean such substitute comparable index as shall be designated by the CONSULTANT, and approved by the CITY, which approval shall not be unreasonably withheld. CPI shall be calculated on April 30th of the prior Fiscal Year for the immediately prior twelve (12) month period. For example, the CPI increase for July 1, 2025, shall be based on the CPI increase ending April 30, 2025, for the immediately preceding twelve (12) month period.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire five (5) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 3 of 12

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all non-proprietary work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information provided, developed or received by the CONSULTANT solely for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY, and all Troon Proprietary Information, as defined below, shall be returned to CONSULTANT, upon the termination or expiration of this Agreement. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

“Troon Proprietary Information” means all intellectual property relating to CONSULTANT or any of its Affiliates, the business affairs of CONSULTANT or any of its Affiliates, or any golf club, golf course or facility or other similar operation or similar facility which CONSULTANT or any of its Affiliates owns, leases or operates, including without limitation: (i) the CONSULTANT's trademarks; (ii) proprietary documents, materials or software (including without limitation, manuals, software programs, internal correspondence, operating standards manuals, agronomic standards manuals, and other items of a proprietary nature created by CONSULTANT or its Affiliate(s) specifically acquired, developed or modified in whole or in part by or for CONSULTANT or its Affiliates, and used in the operation of facility of in any CONSULTANT affiliated facility; (iii) guest and player data related to Troon loyalty programs; and (iv) any trade secrets and copyrightable or patentable subject matter developed, acquired, or licensed by CONSULTANT or any of its Affiliates in the operation of the facility or in any affiliated facility, and all intellectual property rights relating to any of the foregoing.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 5 of 12

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 7 of 12

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

This Agreement is a professional services agreement between CONSULTANT and CITY. Except with respect to an assignment by CONSULTANT to an Affiliate (or of a CONSULTANT's right to receive payments hereunder), the CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment to a non-Affiliate shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved. "Affiliate" means any corporation or other entity controlled by, controlling or under common control with CONSULTANT. The words "control," "controlled" and "controlling" mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity.

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 10 of 12

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Salazar, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant: Troon Golf
Attn: Joe Goodrich
15044 N Scottsdale Rd., Suite 300
Scottsdale, AZ 85254
(703) 626-3484
Joe.Goodrich@troon.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4174

Page 12 of 12

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

TROON GOLF

Raul Alvarez, City Manager

Joe Goodrich, Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – RFP No. 24-1 Troon Golf proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

**RFP No. 24-1
Troon Golf Proposal**



PROPOSAL FOR

Golf Course Management, Maintenance, and Operation

Montebello Golf Course

📍 Montebello, CA

September 28, 2023

PRESENTED TO

City of Montebello, CA
Recreation & Community
Services Department
Attn: David Sosnowski
600 West Beverly Blvd
Montebello, CA 90640

PRESENTED BY

Joe Goodrich, PGA
Vice President
joe.goodrich@troon.com
703.626.3484

Jeff Hansen
EVP & General Counsel
jhansen@troon.com
480.477.0439



MANAGEMENT | DEVELOPMENT | MARKETING

September 28, 2023

City of Montebello, CA
Recreation and Community Services Department
Attn: David Sosnowski – Director of Recreation and Community Services
1600 West Beverly Blvd
Montebello, CA 90640

Mr. Sosnowski:

We appreciate the opportunity to submit the enclosed proposal in response to the City of Montebello ("The City") Request for Proposal No. 24-1 for Golf Course Management, Maintenance, and Operation of Montebello Golf Course ("Montebello"). Troon Golf, LLC ("Troon") has provided maintenance services at Montebello for the past three years, working closely with the architects, engineers, and construction teams in all phases of the renovation project and feel strongly we are the best choice for The City to continue in the role of maintenance services as well as expand our role of services into golf and marketing for Montebello.

Our management experience, marketing capabilities, and demonstrated success working closely with Topgolf in El Segundo; same ownership group of the Quiet Cannon at Alhambra Golf Course; many other municipalities in similar markets; combined with our current relationships servicing 37 golf courses in California, corporate office presence in Irvine, and intimate knowledge of the Montebello development project, uniquely qualifies Troon to transition into full management.

Our approach is to foster the growth of the game at a local level, expose as many people as possible to the game by providing fun and enjoyable experiences and provide opportunity for professional growth for our associates and the local community. We have been involved in the development, renovation, and re-opening of over 170 courses. Our ability to analyze a market and understand the relative strengths and weaknesses of any course within that market, and the elements of the operating and marketing plan to execute, is without question, un-equalled in the golf industry.

The information submitted and contained in this proposal is true and correct. The attached proposal shall remain valid for a period of not less than 90 days from the submittal deadline. Troon acknowledges the receipt of Addendums No. 1-4 in the RFP. We look forward to the opportunity to meet with you and discuss our response in greater length.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Joseph Goodrich", written over a horizontal line.

Joe Goodrich
Vice President
joe.goodrich@troon.com
703.626.3484

A handwritten signature in blue ink, appearing to read "Jeff Hansen", written over a horizontal line.

Jeff Hansen
EVP & General Counsel
jhansen@troon.com
480.477.0439

TABLE OF CONTENTS

Letter of Transmittal	
Table of Contents	3
Executive Summary	4
Section I – Overview and Qualifications	8
- Troon Overview	
- Summary of Services	
Section II – Related Experience and Reference	17
- California Experience	
- Municipal Experience	
- Client References	
Section III – Proposed Staffing and Project Organization	30
- Regional Support Team	
- Organizational Chart	
- Job Descriptions / Resumes	
Section IV – Detailed Work Plan	34
- Golf Operations	
- General & Administrative	
- Maintenance Plan	
- Course Maintenance Schedule	
- Capital Improvement	
Section V – Marketing Plan	53
Section VI – Transition Plan	61
Section VII – Annual Budget and Five-Year Pro Forma	64
Considerations / Cost Proposal	75
Exceptions / Deviations	79
Appendices	85

EXECUTIVE SUMMARY

Background

The City of Montebello ("The City") is renovating and reimagining Montebello Golf Course ("Montebello"), a project known as "The Montebello Municipal Golf Course Renovation Project." This striking renovation includes transforming the former 18-hole course into a new 9-hole regulation course, putting green complex, and state of the art 10-hole par 3 course that will be furnished with lights. These exciting new amenities will perfectly complement Topgolf's new Montebello location. With the upcoming completion of the project in Spring 2024, The City has released an RFP in search of a qualified management firm to operate and maintain Montebello on behalf of The City. As the golf industry continues to lean in the direction of alternatives to traditional golf, The City's goals can only be addressed by an operator with the experience, skill set, "best-in-breed" tools and company culture to meaningfully promote this bold new asset for short term success and long-term sustainability.

Solution

At the forefront of the industry, Troon is unparalleled in its ability to operate a diverse portfolio of golf courses. Troon's track record of success stretches from championship golf courses to innovative short course concepts and par 3 courses, including consulting at the distinguished Topgolf El Segundo. Troon has recognized and capitalized on the ever-growing popularity of alternatives to traditional golf, managing over 30 nine-hole and par 3 courses. These courses serve roles functioning both as enhancements to existing properties and as independent facilities. These concepts, which will be key focal points at Montebello, are designed to attract both avid golfers and casual golfers looking to be introduced to the game in a fun, inclusive and easy way. Troon's proven success at similar facilities and Montebello's appetite to introduce this concept to the community will without a doubt make this completed project a success both financially and recreationally.

To this end, all golf courses need a 'strategic plan' that focuses on marketing, expanding the attraction within the entire community, and tactics for increasing rounds, revenue, and cash flow. Such a plan can only be carried out by a firm with a proven record of operating similar facilities in similar situations. As Montebello unveils this exciting new amenity, the operator must be able to capture the interest of new and existing golfers and understand the relative strengths and weaknesses of the course as it begins this new transition. Troon has been intimately involved in the maintenance operations at Montebello and we present the opportunity to extend our partnership as a dedicated industry expert that has the experience, local knowledge, and municipal wherewithal to provide a comprehensive plan that improves the value proposition of the asset to benefit The City, golfers, and all associated stakeholders.

Focal Points For Montebello

As Montebello turns the page to a new chapter of golf, The City must have a plan in place to promote and execute this long-awaited project. Troon has identified the following focal points for Montebello to succeed in their strategic vision for this newly redefined concept.

1. **Marketing** – Troon will leverage its extensive marketing capabilities to navigate Montebello through its grand opening and beyond with a comprehensive marketing strategy. Such a strategy includes a full calendar of events – from leagues, game nights, and social gatherings to local tournaments and outings. Montebello has positioned itself to be the perfect host for a variety of events in the community. Troon’s dedicated marketing team will develop a website that captivates the unique amenities that Montebello will offer.
 - a. **Acquisition** – Troon will develop a targeted advertising campaign and aggressive marketing plan to attract the attention and interests of the local community and to penetrate the immediate market. Troon will implement strategies and tactics to increase awareness and attract golfers currently not utilizing the facility.
 - b. **Retention** – Troon utilizes proven database management systems to track reservations, playing, and spending history; develop programs and offers that best meet the expressed needs of those guests; and utilize direct marketing techniques to communicate individually with each golfer. Members and Guests will be better informed about Montebello happenings and continually invited to join new programs. Enhanced communication will prove vital to improving the perceived value of the facility.
 - c. **Loyalty** – Troon will increase loyalty through the delivery of an experience that is fun, enjoyable, and fulfills the expressed needs of all patrons. Our marketing focus will be on growing Share of Wallet, delivering programs specifically designed to increase spend during each visit, and eventually converting frequent users to members. Troon has implemented successful loyalty programs at each of our clubs to promote under-utilized times.
2. **Golf and Social Events** – Troon recognizes the importance of engaging the community at all our municipal locations. Developing a strong schedule of events, both golf and non-golf related, can help build relationships within the community and in turn drive revenue at Montebello. Troon will work with The City to develop a list of events throughout the year to help reach their goals. Some examples of events at similar Troon facilities include themed social events, family nights, happy hours, community partnership events, night golf, and much more.

3. **Accessibility and Inclusion** – One of Troon’s core values is ‘Attentively Inclusive’, something we wholeheartedly follow at all our facilities. Troon understands the importance of creating a welcoming and accessible environment for all golfers, no matter the skill level or demographics of each golfer. Troon will work with The City to develop a plan on how to best approach the operations of the course through the lens of accessibility and inclusivity.

4. **Embracing Technology** – Troon has heavily invested in a business development system to manage relationships and interactions with current and potential guests. Guest contact information, as well as their behaviors, interests and buyer status are stored in one central location.

a) **Simulators:** Many golf courses have evaluated indoor golf simulators in search of alternative revenue streams during the off-season. In 2019, Troon partnered with the leading golf simulator manufacturer, GOLFZON, to open golf simulator “cafés” across the US.

b) **Touch-free / Mobile:** Mobile owners will increase to over 7 billion by 2023, so having the right platform to connect with them on their phone is critical. Gallus Golf is the leader in custom golf course apps and our preferred vendor. Troon will create a “Golf Wilmington” Mobile application – free to all users, with features including:



- Booking Tee Times
- Virtual Caddie (GPS)
- Electronic Scoring / Stats Tracking
- Loyalty, Rewards & Electronic Punch Card
- Offer Locker Specials & E-commerce
- On Tap Food & Beverage
- Push Notifications
- Club News and Updates
- Social Sharing

Growing Golf Revenue

A proactive, outbound marketing campaign targeting and nurturing player development will increase golf rounds and revenue. Key aspects include:

- Emphasizing programming – notably, golf events, tournaments and leagues – throughout the community
- Tracking each guest's activity and communicating tailored messages based on their unique behaviors and activities
- Implementing programs specifically designed to encourage incremental spend during each visit without compromise to margins
- Identifying loyalty options to entice additional golf use
- Pricing structure to attract additional rounds and increase average rate
- Expanding hours of operation
- Implementing day-part specials
- Targeting offers to increase rounds played per guest



Working Together

Troon's philosophy is to always ensure communication is open and transparent, and our goals are perfectly aligned. Under that guidance, we will begin open dialogue and establish "listening posts" for ideas and suggestions toward creating winning relationships with and programs for residents. The City will continuously experience the following with Troon:

- An integrity-laden partner with a sense of ownership to help make the best choices and expertly implement the plan
- The best team in golf, committed to achieving our shared performance goals across the entire operation
- Unmatched support network of on-site leadership, regional experts and corporate resources which helps to right size operational budgets by department
- Improved, detail-oriented service and product presentation levels aimed to optimize profitability as quickly and prudently as possible

Summary

Troon has evolved into one of the best and most successful golf management companies singularly focused on "best in breed" operations. We tailor our plans to meet the needs of our client, develop marketing concepts and operational strategies that maintain market position, and improve the bottom-line of the facility. Our results are not accidental. Troon's ability to harness the scale of the organization and drive efficiencies combined with our "boots-on-the-ground" operational approach in the areas of marketing, communications, clubhouse operations, personnel, and agronomy.



Aviara Golf Club, Carlsbad, CA

SECTION I – OVERVIEW AND QUALIFICATIONS



TROON OVERVIEW

Troon started as one facility in 1990 and has since grown to become the world's largest professional club management company. We provide services to 800+ locations in 45 states and 30+ countries, including full operational responsibility for 625+ locations and 575 golf courses, while also managing various amenities, such as tennis, aquatics, fitness, food & beverage, lodging and more. We have grown our company by listening to and understanding the specific opportunities and challenges of our clients, then customizing our approach to achieve success together. This is accomplished by providing a foundation comprised of the best talent in the industry and cultivating the creativity of our 35K+ associates worldwide. Our successful culture, combined with 30+ years of experience, gives us the opportunity to develop the strategies that allow our clients to excel in this competitive industry.

Troon is comprised of four club management brands committed to providing best-in-class hospitality and services:

- Troon Golf – Responsible for the operations of daily fee and resort facilities
- Troon Privé – Specializes in private clubs, 50+ of which are member-owned
- Troon International – Management services for all club types beyond the Americas
- Indigo Sports – Full-service operator specializing in daily fee and semi-private facilities

These brands are supported by 375+ experienced corporate leaders based throughout 14 regional offices, with expertise in Club Operations, Agronomy, Food & Beverage, Sales & Marketing, Procurement, Human Resources, Finance & Accounting, Design & Development, Information Technologies, Risk Management and Legal & Compliance.

In addition to club management, Troon is equipped with innovative specialty brands to support our client's needs:

- ICON – Leader in amenity and community association management services
- CADDIEMASTER – Premier provider of caddie management and training services
- ClubUp – Enhanced caddie scheduling and communication technology
- True Club Solutions – Provider of real-world solutions through advisory services
- Cliff Drysdale Tennis & Peter Burwash International – Leaders in tennis management
- RealFood – Specializes in building guest and member food and beverage experiences

INDIGO SPORTS

Indigo Sports is the operating brand focused on #GolfForEveryone! Including a collection of municipal, daily-fee/resort and semi-private facilities around the United States, Indigo Sports facilities are favorites of local and traveling golfers alike. Our belief is that golf courses should be managed like the businesses that they are and should always be striving to provide the best course conditions, customer service, and strong revenue results. We believe that golf is for everyone and know that the growth of the game is imperative to leaving the industry better than we found it.

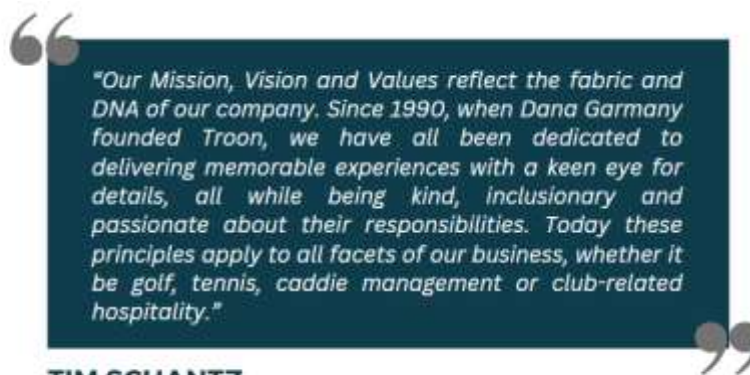


MISSION

Our Mission is to create extraordinary guest and member experiences by delivering superior service, amenities and playing surfaces.

AWARDS AND RECOGNITION

- #1 Largest Management Company – *Golf Inc.*
- #1 Most Powerful People in Golf (Tim Schantz, President & CEO) – *Golf Inc.*
- Management Company of the Year (2014-2022) – *BoardRoom Magazine*
- Arizona's Most Admired Companies (2019) – *AZ Business Magazine & BestCompaniesAZ*
- 80+ Troon-Affiliated Facilities Have Received a "Top 100" Ranking by Publications
- 28 Troon-Affiliated Facilities Named "2023 Platinum Award Winners" – *Association of Golf Merchandisers (AGM)*
- 20 Troon-Affiliated Facilities Honored In "NBC Golf Pass' Golfers' Choice Rankings 2023" – *NBC Golf Pass*



TIM SCHANTZ
PRESIDENT & CEO

BIDDER INFORMATION

Years of Service: 33 years, founded in 1990

Name of Party: Troon Golf, LLC

Website Address: www.troon.com

Office Address: Troon – Irvine
Regional Office
17875 Von Karman Avenue, Suite 225
Irvine, CA 92614

Date of Incorporation: 1990
State of Incorporation: Arizona
Secretary of State File #: 199712010062
State of Organization: Delaware

Officers: Tim Schantz, President and CEO
Ruth Engle, EVP and CFO
Jay McGrath, EVP and Chief Legal Officer
Jeff Hansen, EVP & General Counsel

Point of Contact RFP: Joe Goodrich
Email: joe.goodrich@troon.com
Telephone: 703.626.3484

FIRM OWNERSHIP STATEMENT

Troon is primarily owned by a private equity company. Any sale by the private equity company of its ownership interest in Troon or any future acquisitions of similar management companies will not affect Troon's core business or the financial ability of Troon to conduct business. Troon was previously acquired by private equity firms in 2014, 2017 and 2021.

LITIGATION HISTORY

From time-to-time Troon is involved in various legal proceedings. Troon operates at more than 800 properties and has over 35,000 employees. In relation to the size of the company and number of employees, Troon's claim volume is below average. Troon has adequate insurance coverage and resources to cover all claims and no pending or threatened litigation or prior judgements will affect the operation of the agreement as outlined in the RFP. If City representatives would like to discuss any legal issues or claims in greater detail, we are happy to make Jeff Hansen, Troon's EVP & General Counsel, available for further discussion.

TROON FINANCIAL STATEMENT

Troon is one of the most financially stable and well-capitalized companies within golf and golf-related hospitality. Troon, operating principally as a third-party fee-based manager, is shielded from significant market fluctuations, which may be more noticeably experienced by those that are owner/operators of facilities. Although Troon does not require outside resources to support ongoing operations, Troon's majority owners TPG Capital, Leonard Green & Partners, and Symphony Ventures are focused on the sustainable creation of value, which results from the delivery of exceptional value and customer service and ultimately happy clients. Troon does have a Corporate financing partner and, albeit not currently utilized, has the ability to access a significant credit line in excess of \$30M. Troon's profitability and value proposition are enabled by economies of scale generated from its position as the largest third-party manager in the industry. Troon's financials include Top Line Revenue in excess of \$350M and EBITDA in excess of \$50M. Notably, Troon's proven consistent growth has allowed the Company to re-invest in additional resources and enhanced technology that enable both Corporate and field associates in delivering exceptional results for our owners.

Troon is, and has been, subject to an annual external audit which has never resulted in an adverse opinion. The external audit is currently performed by Deloitte. Unfortunately, given the Company's status as a private entity and the provisions of the Freedom of Information Act, we are not able to provide the audited financials as part of this submission in response to the Request for Proposal. That said, Troon's CFO, Ruth Engle, would be happy to personally address any concerns related to the Company's financial position.

Troon's headquarters is located in Scottsdale, Arizona. In an effort to improve operational efficiency and with the completion of several acquisitions in recent years, Troon has opened or obtained additional regional offices in strategic locations throughout the United States including Birmingham, Alabama; Irvine, California; Jupiter, Florida; Chicago, Illinois; Reston, Virginia and Seattle, Washington. Additionally, our RealFood food and beverage consulting office is located in Cambridge, Massachusetts, CADDIEMASTER located in Ponte Vedra Beach, Florida and Cliff Drysdale Tennis and Peter Burwash International are located in New Braunfels, Texas. Troon also has several international corporate locations. Collectively these corporate offices provide resources and support for Troon's 30K+ associates located at Troon properties in 45+ states and 30+ countries.

OVERVIEW OF SERVICES

Golf Operations

Troon's management approach is centered on creating extraordinary guest and member experiences by delivering superior service, amenities, and playing surfaces. To consistently achieve these results and maximize success for each client, we dedicate ourselves to hiring and training quality associates, implementing our proprietary Troon Operating Standards, and providing an unparalleled depth of expertise from our experienced team of corporate resources.



Agronomy



Our commitment to agronomic excellence is achieved when embracing sustainability, economics, and environmentalism. We utilize proven techniques, enabling us to create the most celebrated playing surfaces in the world. Golf course conditioning is an ongoing effort focused on achieving an optimal visual appearance while maintaining excellent turf health. Troon's proprietary scientific approach to agronomy encourages using organic, nature-friendly compounds and prudent chemical use to achieve these goals at the most reasonable cost. We continue to refine our agronomic practices to ensure that our team produces a product that is fiscally responsible, operationally sustainable, and appealing to golfers, all in a way that efficiently conforms to the financial framework of our clients. In addition, Troon's Environmental Management Initiative provides a systematic and usable set of guidelines that offer opportunities for community outreach, education, and conservation.

Food & Beverage

Troon's philosophy regarding food & beverage consists of customizing each dining experience commensurate with the personalized culture at each facility – whether it be private, resort, or daily fee. Our proprietary Food & Beverage Standards ensure that Troon's high level of quality remains consistent and that our formula for success includes extensive corporate support through delivering extraordinary member and guest experiences, operational excellence, and financial performance. In addition to the operation resources provided within Troon's management services, clients utilize our design and development services tailored to help facilities reimagine and refresh existing food service facilities, including developing new food service opportunities.



Sales & Marketing



Key components of profitability for our daily fee and resort facilities consist of innovative and sophisticated sales and marketing strategies, combined with proven programs and the global power of the Troon brand. Our services include strategic planning, proactive sales, recruitment, training, digital media, search engine marketing, and more. Important details regarding successful sales & marketing strategies are included within our proprietary Sales & Marketing Standards Guide, allowing us to develop customized revenue generation plans for each facility. Troon consistently outperforms the industry in all major metrics, including rounds, revenue, and average rate. This is a testament to our sales-oriented culture, which strategically focuses on helping our clients capture a greater market share and grow their businesses.

Procurement

Longstanding vendor relationships ensure our clients enjoy access to a procurement network of preferred brands, suppliers, distributors, service providers, and industry professionals. The portfolio's buying power allows us to negotiate best-in-market terms, service, and pricing for our valued clients on golf operations items such as maintenance equipment, golf cars, merchandise, food & beverage supplies, technology systems, and more. We collectively save our clients millions of dollars each year through the savings achieved through participation in this voluntary program.



Human Resources



Troon provides comprehensive human resources for all of our associates without the need for consultants or an employee leasing company, which can commonly add costs to the operation. The collective experience of our associates is unparalleled in the industry, allowing our scale to ensure the most competitive and comprehensive benefits platform for our clients. We recruit, hire, and train associates to utilize the most professional processes in the business based on the importance of our people and their role in the success of each facility.

Finance & Accounting

We deliver financial oversight and expertise, offering centralized coordination of accounting, payroll, and financial reporting, creating significant efficiencies for our managed facilities without using consultants. Weekly, monthly, quarterly and annual reports are provided to our clients, ensuring that important operational decisions are made based on current information, not by solely looking in the rearview mirror for answers. Troon is constantly forecasting and analyzing the



operation performances of our facilities to ensure we are doing everything in our power to achieve each facility's financial goals.

Design & Development



Since the company's inception, we have been involved in the development and/or redesign of more than 400 golf courses and clubhouses. Throughout every phase of design, development, and construction, Troon has the capability and expertise to assist our clients by working directly with golf course designers, clubhouse architects, and all other professionals involved in the development process. From the initial design stage through the final sign-off on each component, our team's involvement includes extensive budget planning and analysis, implementing cost controls, and frequently reviewing building plans.

Information Technology

Our Information Technology Team is involved in evaluating, designing, and installing complete information technology systems. The team evaluates each facility's technological needs and recommends optimum efficiency. Our national account purchasing arrangements with hardware and software suppliers enhance the benefits of procuring these operating systems. We work with each client to ensure they are on the cutting edge of modern technology by offering fully integrated property management solutions.



Risk Management



Troon-managed facilities receive the economic and service benefits of the industry's only dedicated in-house risk management team. We seek out the most appropriate and competitive insurance coverages while ensuring the implementation of each policy, all to minimize risks for our clients. These services typically represent significant savings on insurance premiums, which are realized by the courses, while at the same time providing broader and deeper coverages.

Legal & Compliance

Standalone facilities are frequently left on their own in legal matters, forced to trust their on-site leaders, and/or hire expensive external counsel for their expertise. Troon's services encompass access to our legal team, which can include reviewing documents and contracts to ensure that each facility's best interests are considered.



Racquet Sports



Troon's commitment to racquet sports was solidified in 2018 with the acquisition of Cliff Drysdale Tennis (CDT). The addition of CDT provides industry leading expertise, resources and support to the racquet sports departments of our managed clubs. CDT works alongside the management team at each club to ensure the racquets staff is aligned on the goals of the club and providing maximum benefit and satisfaction to members and guests. CDT strives to develop, promote and teach new programs that bring more people to the game and is committed to providing excellent service both on and off the court.

Revenue Management

Our clients have access to the only revenue management team in the golf management space. Our team is comprised of professionals with revenue management experience in the hotel industry, airline ticketing as well as sports ticketing. Our team works with you to understand your goals, your history and your clients to create plans that maximize your REVPAR in order to increase your rounds and revenue. Our team plans, builds and executes these plans in partnership with the sales & marketing team to optimize your overall performance.





Tijeras Creek Golf Club, Rancho Santa Margarita, CA

SECTION II – RELATED EXPERIENCE AND REFERENCES



CALIFORNIA EXPERIENCE

Troon is the world's largest golf management company. When combined, the Troon family of brands provides management services to 800+ locations in 45 states and 30+ countries, including full operational responsibility for 625+ locations and 575 golf courses, including 150+ municipally owned facilities. All municipal facilities are in **BOLD**. For additional information, please visit www.Troon.com.

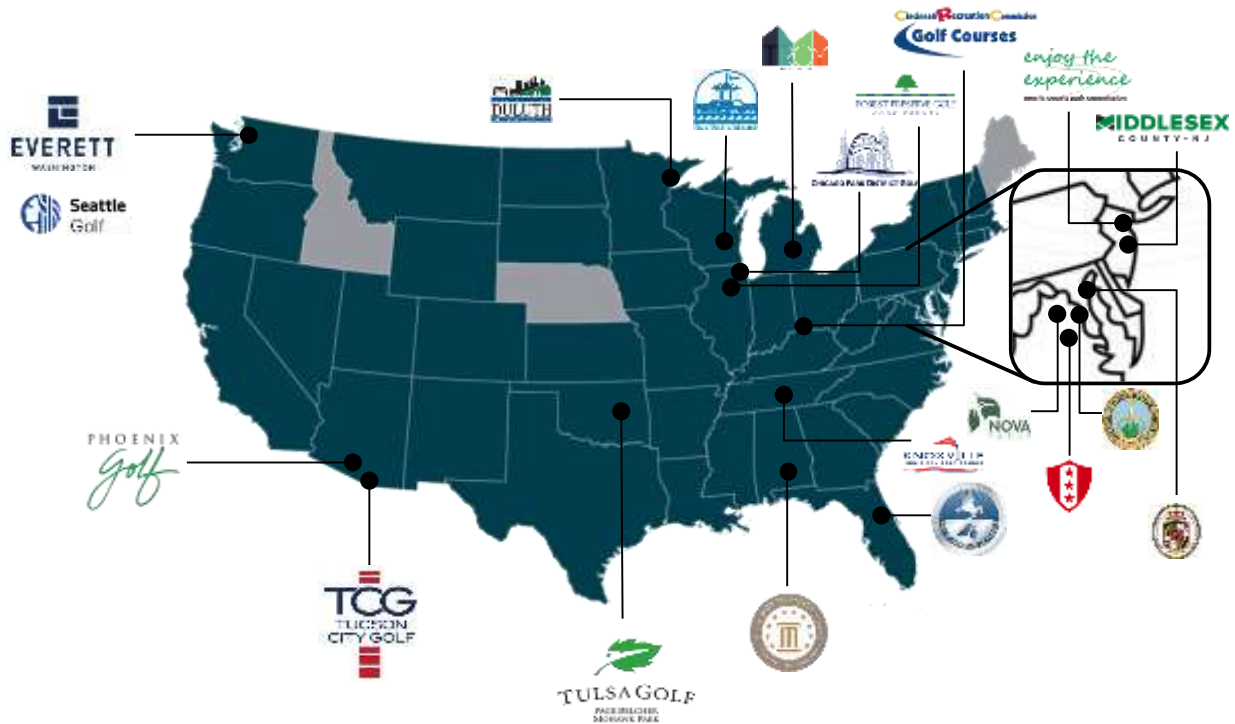


California (37)

- **Alhambra Golf Course, Alhambra, CA**
- Aviara Golf Club, Carlsbad, CA
- **Baylands Golf Links, Palo Alto, CA**
- **Bayonet And Black Horse, Seaside, CA**
- Boulder Ridge Golf Club, San Jose, CA
- California Country Club, Whittier, CA
- Classic Club, Palm Desert, CA
- Contra Costa Country Club, Pleasant Hill, CA
- Eagle Crest Golf Club, Escondido, CA
- El Macero Country Club, El Macero, CA
- Fairbanks Ranch Country Club, Rancho Santa Fe, CA
- Hiddenbrooke Golf Club, Vallejo, CA
- **Indian Wells Golf Resort, Indian Wells, CA**
- Lomas Santa Fe Country Club, Solana Beach, CA
- Maderas Golf Club, San Diego, CA
- Marin Country Club, Novato, CA
- Mission Hills North - Gary Player Signature Course, Rancho Mirage, CA
- Monarch Beach Golf Links, Dana Point, CA
- **Montebello Golf Course, Montebello, CA**
- Native Oaks Golf Club, Valley Center, CA
- Shadow Hills Golf Club, Indio, CA
- Silver Creek Valley Country Club, San Jose, CA
- Silverado Resort And Spa, Napa, CA
- Stonetree Golf Club, Novato, CA
- The Club At Castlewood, Pleasanton, CA
- The Club At Grand Del Mar, San Diego, CA
- The Club At Pasadera, Monterey, CA
- The Fountaingrove Club, Santa Rosa, CA
- The Golf Club At Moffett Field, Mountain View, CA
- The Ridge Golf And Event Center, Auburn, CA
- Tijeras Creek Golf Club, Rancho Santa Margarita, CA
- Tustin Ranch Golf Club, Tustin, CA
- Westin Mission Hills Golf Resort & Spa, Rancho Mirage, CA
- **Willowick Municipal Golf Course, Santa Ana, CA**
- Winchester Country Club, Meadow Vista, CA
- Yocha Dehe Golf Club, Brooks, CA
- Yorba Linda Country Club, Yorba Linda, CA

MUNICIPAL EXPERIENCE

Troon is the best in breed operator of municipal golf facilities in the US, as evidenced by more than 30 years of proven results and excellence in varying markets nationwide. Troon continues to succeed as the industry's premier operator of daily fee and municipal golf courses, currently operating more than 150+ municipal facilities. Below is a comprehensive list of all municipally owned facilities managed by Troon.



MID-WESTERN U.S. (47)

Illinois (20)

- Chicago Park District, IL
 - Columbus Park Golf Course, Chicago, IL (public, 9)
 - Diversey Driving Range, Chicago, IL (public, practice, 9)
 - Jackson Park Golf Course, Chicago, IL (public)
 - Marquette Park Golf Course, Chicago, IL (public, 9)
 - Robert Black Golf Course, Chicago, IL (public, 9)
 - South Shore Golf Course, Chicago, IL (public, 9)
 - Sydney Marovitz Golf Course Chicago, IL (public, 9)
- Forest Preserve District of Cook County, IL
 - Billy Caldwell Golf Course, Chicago, IL (public, 9)

- Burnham Woods Golf Course, Burnham, IL (public)
- Chick Evans Golf Course, Morton Grove, IL (public)
- Edgebrook Golf Course, Chicago, IL (public)
- George W. Dunne National Golf Course, Oak Forest, IL (public)
- Harry Semrow Driving Range, Des Plaines, IL (public, practice)
- Highland Woods Golf Course, Hoffman Estates, IL (public)
- Indian Boundary Golf Course, Chicago, IL (public)
- Joe Louis "The Champ" Golf Course, Riverdale, IL (public)
- Joe Louis "The Champ" Driving Range, Riverdale, IL (public, practice)
- Meadowlark Golf Course, Hinsdale, IL (public, 9)
- River Oaks Golf Course, Calumet City, IL (public)
- Orchard Valley Golf Course, Aurora, IL (public)

Indiana (2)

- Centennial Park Golf Course, Munster, IN (public, 9)
- Crawfordsville Municipal GC (public)

Kansas (1)

- Ironhorse Golf Club, Leawood, KS (public)

Kentucky (1)

- The Courses at Kenton County, Independence, KY (public, 36)

Michigan (4)

- City of Troy, MI
 - Sanctuary Lake Golf Course, Troy, MI (public)
 - Sylvan Glen Golf Course, Troy MI (public)
- Currie Municipal Golf Course, Midland, MI (public, 36)
- Fellows Creek Golf Club, Canton, MI (public, 27)

Minnesota (2)

- City of Duluth, MN
 - Enger Park Golf Course, Duluth, MN (public, 27)

Ohio (9)

- Briardale Greens Golf Course, Euclid, OH (public)
- Cincinnati Recreation Commission, OH
 - Avon Fields Golf Course, Cincinnati, OH (public)
 - California Golf Course, Cincinnati, OH (public)
 - Glenview Golf Course, Cincinnati, OH (public, 27)

- Neumann Golf Course, Cincinnati, OH (public, 27)
- Reeves Golf Course, Cincinnati, OH (public, 27)
- Woodland Golf Course, Cincinnati, OH (public, 9)
- Highland Park Golf Course, Cleveland, OH (public, 36)
- Raintree Golf & Event Center, Uniontown, OH (public)

Oklahoma (2)

- City of Tulsa, OK
 - Mohawk Park Golf Course, Tulsa, OK (public, 36)
 - Page Belcher Golf Course, Tulsa, OK (public, 36)

West Virginia (1)

- Oglebay Resort, Wheeling, WV (resort, 63)

Wisconsin (5)

- City of Racine, WI
 - Johnson Park Golf Course, Racine, WI (public)
 - Shoop Park Golf Course, Racine, WI (public)
 - Washington Park Golf Course, Racine, WI (public)
- New Berlin Hills Golf Course, New Berlin, WI (public)
- Northwood Golf Course, Rhinelander, WI (public)

MID-ATLANTIC (28)

Delaware (5)

- Delcastle Golf Club, Wilmington, DE (public)
- City of Wilmington, DE
 - Ed "Porky" Oliver Golf Course, Wilmington, DE
 - Rock Manor Golf Course, Wilmington, DE
- State of Delaware
 - Deerfield, Newark, DE
 - Garrison's Lake Golf Club, Smyrna, DE

Maryland (3)

- Anne Arundel County, MD
 - Compass Pointe Golf Courses, Pasadena, MD (public, 36)
 - The Preserve at Eisenhower Golf Course, Crownsville, MD (public)

North Carolina (1)

- Bradford Creek Golf Course, Greenville, NC (public)

Pennsylvania (2)

- Dauphin Highlands Golf Club, Harrisburg, PA (public)
- White Deer Golf Complex, Williamsport, PA (public, 45)

Virginia (7)

- Northern Virginia Regional Park Authority
 - Algonkian Golf Course, Sterling, VA
 - Brambleton Golf Course, Ashburn, VA
 - Pohick Bay Golf Course, Lorton, VA
- Prince William County, VA
 - Forest Greens Golf Club, Triangle, VA (public)
 - Prince William Golf Course, Nokesville, VA (public)
 - Lake Ridge Golf Course, Woodbridge, VA (public, 9)
- Meadowcreek Golf Course, Charlottesville, VA (public)

Washington D.C. (3)

- United States National Park Service / National Links Trust
 - East Potomac Golf Links, Washington DC (public, 45)
 - Langston Park Golf Course, Washington DC (public)
 - Rock Creek Park Golf Course, Washington DC (public, 9)

NORTHEASTERN U.S. (7)

Connecticut (1)

- Wintonbury Hills Golf Course, Town of Bloomfield, CT (public)

Massachusetts (2)

- Falmouth Country Club, East Falmouth, MA (public, 27)
- Olde Scotland Links, Bridgewater, MA (public)

New Jersey (8)

- Morris County Park Commission
 - Berkshire Valley Golf Course, Oak Ridge, NJ
 - Flanders Valley Golf Course, Flanders, NJ (36)
 - Pinch Brook Golf Course, Florham Park, NJ
 - Sunset Valley Golf Course, Pompton Plains, NJ
- High Bridge Hills Golf Course, Borough of High Bridge, NJ
- Middlesex County Improvement Authority
 - Meadows at Middlesex GC, Plainsboro Township, NJ
 - Tamarack Golf Course, East Brunswick, NJ

- Raritan Landing Golf Course, Piscataway Township, NJ

New York (4)

- Audubon Golf Course, Amherst, NY (public, 27)
- Harrison Meadows Country Club, Harrison, NY (public)
- Ely Park Golf Course, Binghamton, NY (public)
- Town of Orangetown, NY
 - Blue Hill Golf Course, Orangeburg, NY (public)
 - Broadacres Golf Course, Orangeburg, NY (public)
- Putnam County Golf Course, Mahopac, NY (public)
- Spook Rock Golf Course, Suffern, NY (public)
- Wallkill GC, Wallkill, NY (public)

SOUTHEASTERN U.S. (17)

Alabama (3)

- City of Montgomery, AL
 - Gateway Park Golf Course, Montgomery, AL (public)
 - Lagoon Park Golf Course, Montgomery, AL (public)
- Highland Park Golf Course, Birmingham, AL (public)

Florida (9)

- City of Jacksonville, FL
 - Bent Creek Golf Course, Jacksonville, FL (public)
 - Blue Cypress Golf Course, Jacksonville, FL (public, 9)
 - Brentwood Golf Course, Jacksonville, FL (public, 9)
- Bobby Jones Golf Club, Sarasota, FL (public, 54)
- Colony West Country Club, Tamarac, FL (public, 36)
- Dubsdread Golf Course, Orlando, FL (public)
- Ocala Golf Club, Ocala, FL (public)
- Palm Harbor GC, Palm Coast, FL (public, mtz only)
- Willowbrook Golf Course, Winter Haven, FL, (public)

Georgia (1)

- Stonebridge Golf Club, Rome, GA (public)

Mississippi (1)

- The Refuge Golf Course, Flowood, MS (public)

Tennessee (2)

- City of Knoxville, TN
 - Knoxville Golf Course, Knoxville, TN (public)
 - Whittle Springs Golf Course, Knoxville, TN (public)

Texas (1)

- Stonetree Golf Course, Killeen, TX (public)

WESTERN U.S. (32)

Arizona (12)

- Antelope Hills Golf Club, Prescott, AZ (public, 36)
- City of Phoenix, AZ
 - Aguila Golf Course, Phoenix, AZ (public, 27)
 - Cave Creek Golf Course, Phoenix, AZ (public)
 - Encanto Golf Course, Phoenix, AZ (public, 27)
 - Palo Verde Golf Course, Phoenix, AZ (public)
 - Papago Golf Course, Phoenix, AZ (public)
- City of Tucson, AZ
 - El Rio Golf Course, Tucson, AZ (public)
 - Fred Enke Golf Course, Tucson, AZ (public)
 - Randolph Golf Complex, Tucson, AZ (public, 36)
 - Silverbell Golf Course, Tucson, AZ (public)
- Dave White Municipal Golf Course, Casa Grande, AZ (public, mtz only)
- El Conquistador Golf Club, Oro Valley, AZ (public, 45)
- Grass Clippings at Rolling Hills, Tempe, AZ (public)

California (6)

- Alhambra Golf Course, Alhambra, CA (public)
- Baylands Golf Links, Palo Alto, CA (public)
- Bayonet & Black Horse, Seaside, CA (public, 36)
- Indian Wells Golf Resort, Indian Wells, CA (public/resort, 36)
- Montebello Golf Course, Montebello, CA (public)
- Willowick Golf Course, Santa Ana, CA (public)

Nevada (1)

- Durango Hills Golf Club, Las Vegas, NV (public)

Washington (12)

- Bellevue Golf Course, Bellevue, WA (public, 27)
- City of Seattle, WA
 - Interbay Golf Center, Seattle, WA (public)
 - Jackson Park Golf Course, Seattle, WA (public)
 - Jefferson Park Golf Course, Seattle, WA (public)
 - West Seattle Golf Course, Seattle, WA (public)
- City of Everett, WA
 - Legion Memorial Golf Course, Everett, WA (public)
 - Walter Hall Golf Course, Everett, WA (public)
- Cedarcrest Golf Course, Marysville, WA (public)
- Lake Padden Golf Course, Bellingham, WA
- Lynnwood Golf Course, Lynnwood, WA (public)
- Ocean Shores Golf Course, Ocean Shores, WA (public)
- Tri-Mountain Golf Course, Ridgefield (Clark County), WA (public)

PAR-3 / SHORT COURSE EXPERIENCE

Amongst Troon's portfolio of 800+ golf courses worldwide, we have identified the following Par-3 / Short Courses that serve as comparable operations to Heart of America:

- #miniDunes, Ak-Chin Southern Dunes Golf Club, Maricopa, AZ (6 Holes)
- Argent Lakes Golf Course, Sun City Hilton Head, Bluffton, SC (18 Holes)
- Billy Caldwell Golf Course, Chicago, IL (9 Holes)
- Blue Cypress Golf Course, Jacksonville, FL (9-Holes)
- Brentwood Golf Course, Jacksonville, FL (9-Holes)
- Centennial Park Golf Course, Munster, IN (9-Holes)
- Challenge Course, Eagle Crest Resort, Redmond, OR (18 Holes)
- Columbus Park Golf Course, Chicago, IL (9-Holes)
- Executive Course, Chateau Elan Golf Club, Braselton, GA (9 Holes)
- Executive Course, Fargo Country Club, Fargo, ND (9 Holes)
- Hyatt Hills Golf Complex, Clark, NJ (9-Holes)
- Jack Nicklaus Signature Golf Park, Red Ledges, Herbert City, UT (12 Holes)
- Kukuiolono Park & Golf Course, Kalaheo, HI (9-Holes)
- Lakes at El Segundo, El Segundo, CA (10-holes + Topgolf)
- Lake Ridge Golf Course, Woodbridge, VA (9-Holes)
- Li'l Wick, Wickenburg Ranch Golf & Social Club, Wickenburg, AZ (9 Holes)
- Marquette Park Golf Course, Chicago, IL (9-Holes)
- Meadowlark Golf Course, Hinsdale, IL (9-Holes)
- Montebello Golf Course, Montebello, CA (9 Holes + Topgolf) – *in Development*
- North Course, Shadow Hills Golf Club, Indio, CA (18 Holes)
- Osprey, Pelican and Heron, Burnt Stone Marina Country Club, Punta Gorda, FL (27 Holes)
- Palmilla Beach, Port Arkansas, TX (12 Holes-9 Executive, 3 Par-3)
- Par 3 Course, Columbus Country Club, Columbus, OH (9 Holes)
- Robert A. Black Golf Course, Chicago, IL (9-Holes)
- Shark Bite, The Golf Club at Lansdowne, Leesburg, VA (9 Holes)
- Short Course, The Club at Cordillera, Edwards, CO (9 Holes)
- South Shore Golf Course, Chicago, IL (9-Holes)
- Sydney R. Marovitz Golf Course, Chicago, IL (9-Holes)
- White Mountain Golf Park, Tinley Park, IL (9-Holes)
- Woodland Golf Course, Cincinnati, OH (9-Holes)

City of Montebello
Golf Course Maintenance, Management and Operations
RFP No. 24-1
ENCLOSURE 1 – REFERENCES

Consultant Name *PLEASE SEE "REFERENCES" IN PROPOSAL

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name *PLEASE SEE "REFERENCES" IN PROPOSAL

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Consultant Name *PLEASE SEE "REFERENCES" IN PROPOSAL

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

CLIENT REFERENCES

City of Alhambra, CA

111 South First Street, Alhambra, CA 91801

Name: Mike Macias
Title: Director of Parks & Recreation
Course(s): Alhambra Golf Course
Telephone: 626.570.5007
Email: mmacias@cityofalhambra.org
Services: Full-Service Management



Indian Wells Golf Resort

44-500 Indian Wells Ln, Indian Wells, CA 92210

Name: Chris Freeland
Title: City Manager
Course(s): Indian Wells Golf Resort
Telephone: 760-346-2489
Email: cfreeland@indianwells.com
Services: Full-Service Management



City of Palo Alto, CA

250 Hamilton Avenue, Palo Alto, CA 95602

Name: Lam Do
Title: Superintendent, Open Space, Parks and Golf
Course(s): Baylands Golf Links
Telephone: 650.496.6997
Email: lam.do@cityofpaloalto.org
Services: Full-Service Management



Grass Clippings at Rolling Hills

1415 N Mill Avenue, Tempe, AZ 85281

Name: TJ Forster
Title: Co-Owner
Course(s): Rolling Hills Golf Course
Telephone: 808.346.5787
Email: tj@grassclippings.com
Services: Full-Service Management





Baylands Golf Links, Palo Alto, CA

SECTION III – PROPOSED STAFFING AND PROJECT ORGANIZATION



REGIONAL SUPPORT TEAM



Tony Marino

Vice President, Operations

Tony will be the key contact for Montebello. Tony oversees the business needs and best practices of general managers and directors of golf at Troon properties in California, Arizona, and Washington. He is also extremely skilled at client relations and fiscal management. Prior to his current role, for nearly nine years he managed company properties in California, Florida, New Jersey, and Pennsylvania. Tony also worked at the acclaimed Punta Cana Resort & Spa in the Dominican Republic.



Tom Prince

Senior Director of Sales & Marketing

Tom owns more than 30 years of proficiency in the public, private and resort golf sectors. He is responsible for planning and implementing sales, marketing and product development programs (short and long range) to improve business models and sustained profitability. Before joining Troon nearly four years ago, Tom administered Golf Channel's sales operation for GolfNow in Southern California.

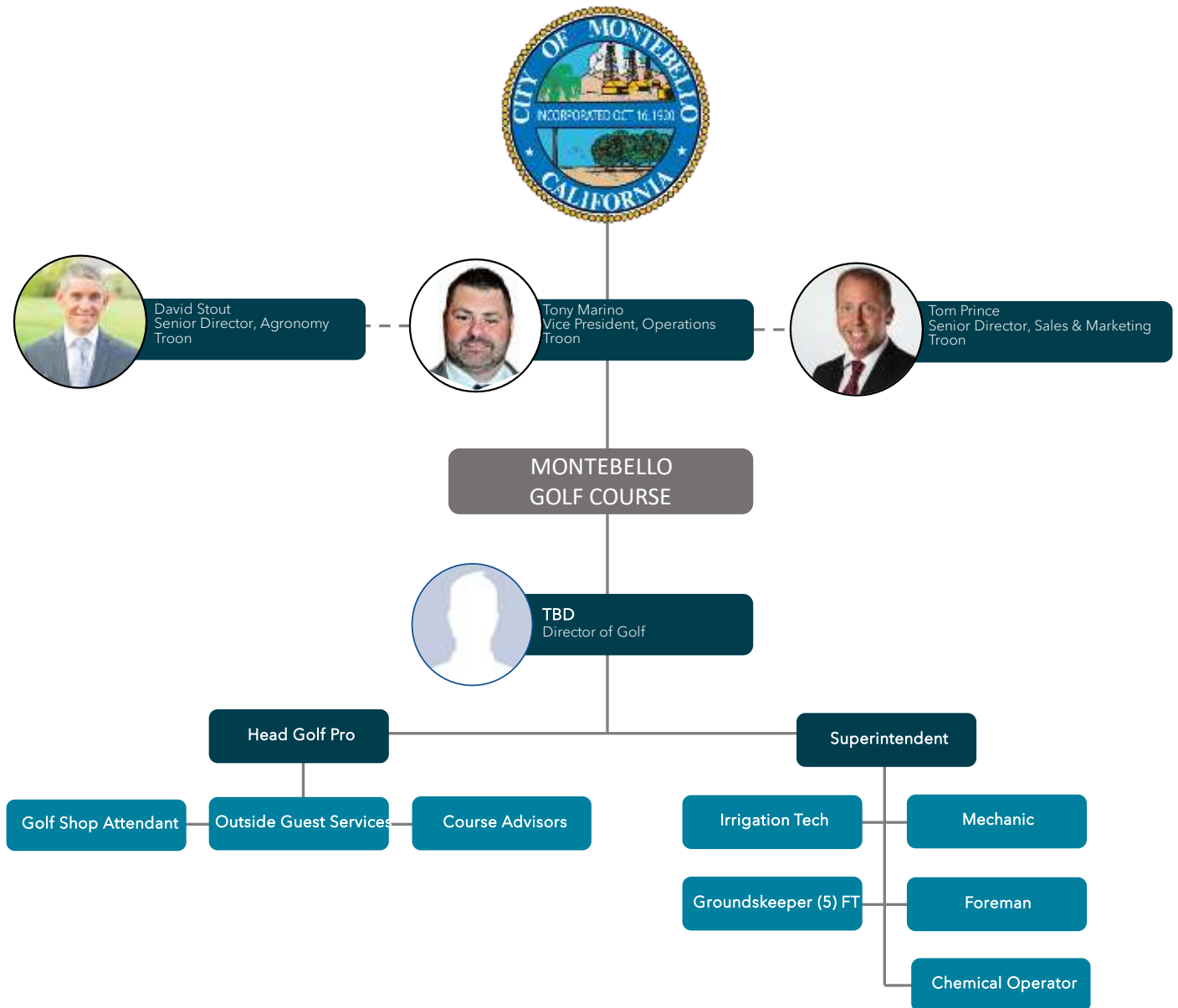


David Stout

Director of Agronomy

A 30+ year veteran of the golf industry, David oversees agronomy at a number of Troon's Western courses. Based in Tucson, AZ, David has 20+ years of experience with Troon, serving in roles such as Superintendent, Director of Agronomy, and General Manager for a number of Troon courses, making him a reliable resource at Montebello.

STAFFING PLAN



JOB DESCRIPTIONS / RESUMES

Director of Golf – Oversees all aspects of the operation and administers Montebello's policies and procedures. Major responsibilities include (but are not limited to) implementing and monitoring the budget, hiring, training and supervising all key staff members, monitoring the quality of Montebello's products and services, ensuring maximum guest satisfaction and securing Montebello's assets, including facilities and equipment. Candidate must have 5+ years of experience in total club management and a demonstrated ability to run a professional, efficient, high quality golf operation. PGA/CMAA membership preferred, but not required.

Head Golf Professional – Key member of the golf operations team at the property and directly responsible for managing all golf operations, activities, and employees at the facility. Candidate must have 1-3 years' experience in golf course operations, PGA Membership or PGA registered apprentice in good standing preferred, and a four-year college degree (preferably business related).

Head Superintendent – Integral member of Montebello's management team and oversees the maintenance and agronomic practices of the golf course and adjacent grounds, including the clubhouse landscaping and maintenance. The above responsibilities also include overseeing the repair and maintenance of all golf course related equipment. Candidate must possess a GCSAA Class A membership, 3-5 years turf grass management experience, and knowledge of local, federal, and state laws and regulations affecting management of golf course operations.



Indian Wells Golf Resort, Indian Wells, CA

SECTION IV – DETAILED WORK PLAN



OPERATING PLAN

GOLF OPERATIONS

1



The golfer's journey begins with the tee time reservation process. Attentively managing Montebello's point-of-sale and tee time systems encourages easy booking via online (mobile, desktop, tablet) telephone, golf shop and third-party affiliates.

Upon arrival, guests will enter Montebello's expertly merchandised golf shop offering high quality, competitively priced items. Welcoming attendants will greet each guest, collect contact information, process payments, and politely usher guests to the next stage of their journey.



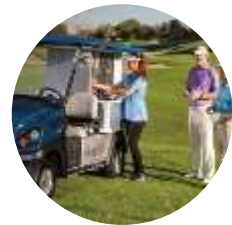
2

3



Course starters will maintain punctuality on the first tee and provide guests with pertinent course information prior to their round. "Starter Scripts" inform guests of pin positions, golf cart rules, pace of play, restroom locations, and beverage cart availability.

Course marshals and beverage cart attendants will serve to enhance guests' experience while on the golf course. Marshals assist groups by maintaining the expected pace of play, while beverage cart attendants quench thirsts.



4

5



At the conclusion of each round, cart attendants will thank guests for visiting and invite them to book their next round. If available, guests are directed to the club restaurant to eat, drink, and relive the shots that could have been.

"The foundation of our successful culture consists of hiring quality people and utilizing our proprietary guest experience training program. Using a holistic view of the guest journey, team members learn to empathize with each guest, anticipate and service their needs, then introduce them to the next portion of their journey, creating a positive, seamless experience."



Mike Ryan
Chief Operating Officer

PLAYER DEVELOPMENT

We intend to construct and deliver golfer development programs at Montebello to meet the learning needs of men, women, seniors, juniors, beginners, avid players, low handicappers and those with disadvantages and special needs. As a pioneer in this area, we are laser focused – in fun, non-threatening and affordable ways – to introduce new players to the game. Troon also prompts those on a golf hiatus to return and others to play more frequently by scoring better.

We anticipate a PGA Golf Professional at Montebello will conduct individual and group lessons and clinics in sync with golfers of all abilities – for a fee and free – throughout the year. We target specialized programs for women and millennials which comprise 24% and 28% of the golf population, respectively.



JUNIOR GOLF

100,000 TJC

Troon-managed golf courses host over 100,000 Junior rounds annually, including 25,000+ free of cost as part of the "Troon Junior Club".

first tee 7,500

Troon manages over 30 courses that serve as the "headquarters" for their local First Tee chapter, hosting more than 7,500 first tee golfers annually.

2,500



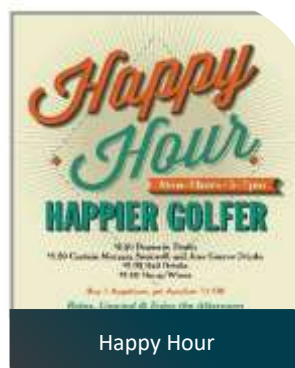
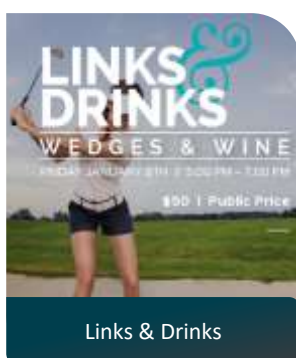
Fifty+ Troon-managed courses hosted a PGA Jr. League team last year with over 2,500 participants nationwide.

OUTINGS & EVENTS

It's one thing to aggressively sell group golf events, it's another when outstanding service levels differentiate Montebello and generates market share growth and guest loyalty. Keen attention to detail centers on professional tournament services, including player pairing, customized rules and administration, personalized scorecards and cart signs, online and in-person registration, contest hole signage and set-up, professional scoring, merchandise giveaways and special bells and whistles.

In-House Events

Our blue-sky thinking includes adding fun programming and events to Montebello's golf and social rotation. Troon will establish a golf and non-golf social calendar that promotes fun experiences for golfers and non-golfers alike. These examples are poised to add community excitement and incremental revenue:



PLAYER DEVELOPMENT PROGRAMS

Troon will implement creative golfer development programs at Montebello for players of all ages and skill levels. Our greater philosophy is that we lead lessons and programs that are fun, non- threatening, affordable and allow everyone to reach their potential as a player while increasing their overall enjoyment of the golf experience. In tandem with our national teaching resources, City instructors will utilize innovative facility set-ups at Montebello, allowing us the best opportunity to meet each player's needs. Regardless of whether the goal is working toward playing competitively or simply wanting to learn the basics of the game, Montebello will offer the ideal program for everyone. In the attachments we have included examples of player development programs for an existing municipal client.

ADULT PROGRAM OFFERINGS

- **Private Lessons and Clinics:** Our instruction staff will conduct individual lessons, group lessons, and clinics for golfers of all abilities – both for a fee and for FREE throughout the year. Group clinics are structured in 5-week groups meeting for 90 minutes per

week. Programs offer 4 competency levels to place participants in appropriate groups. Successful programs/clinics include:

- Golf Fore Women
 - Having fun, seeing success and having support is the best way to learn the game of golf. That's why we created Golf Fore Women – an opportunity for women to learn the game alongside other women.
- Golf Fore Men
 - This series of programs is an ideal way for any man to learn the game of golf in a fun, relaxed and informative environment. If you have always wanted to participate in the game of golf and didn't know where to begin, let us show you how to take the first steps to becoming a golfer.
- Get Golf Ready
 - Get Golf Ready is designed to teach everything you'll need to play golf in just a few lessons. Golf Professionals will show you that there are lots of ways to play by combining fun, friends and fitness. Each session will focus on the various golf skills you will use while playing. In addition to learning the basics, you will be guided onto the golf course to put your skills into action in a casual, friendly setting.
- **Programming for Growth:** Troon is one of the Nation's leading promoters of Community Outreach Programs targeting juniors, women, as well underprivileged and special needs individuals. Special programs and offers will be developed in order to maximize utilization of the facility and to provide the beginner or novice golfer maximum opportunity to build confidence in learning the game.
- **Corporate Programs:** Learning a new skill with your co-workers can be a wonderful team building exercise and a terrific networking/socializing opportunity. Whether guests have been playing for years or have never swung a golf club, we can develop a custom program to fit their needs.



JUNIOR GOLF INSTRUCTION

Successfully investing time and energy in junior Golf will be paramount to success at Montebello. Troon will develop fun and engaging camps, clinics and instructional programs geared for junior golfers of all skills and ages utilizing Montebello's teaching bays and practice facilities – providing exposure to all aspects of the golf course while keeping juniors engaged and having fun.

Successful junior golf programs include:

- Golf Fore Kids
- 4 Day Junior Camps by US Kids Golf
- SNAG Junior Golf Camp (Starting New at Golf)
- PGA Jr. League Team

COMMUNITY PROGRAMMING

Troon's plan for the community experience at Montebello will center on developing events and experiences that target the Montebello community's diverse populations while remaining sensitive to pricing. Bringing golfers and non-golfers alike to Montebello will be paramount to their success and will ultimately foster a welcoming, inviting environment for the community.

What To Expect

- Themed Social Events
 - Frequency – Monthly
 - Description – Creative and unique social events that include dinner, entertainment, and a seasonal theme. These are in house events promoted and executed by the F&B employees, independent from community partnership.
 - Examples – Live music on the upper deck, local brewery sampling events, wine tastings, ladies' night, ugly sweater contest, Trivia Night, Oktoberfest and others.
 - Price Varies on event – some are ticketed events \$25-\$50 per person, and some have a themed a la carte menu
- Family Nights
 - Frequency – Weekly
 - Add a special once per month – i.e. face painting, Halloween theme, balloon, soft serve bar, artist etc.
 - Description – Children receive a complementary buffet meal with the purchase of an adult entrée.
- Weekday "Drive" Time Happy Hour
 - Frequency – Weekly
 - Food and beverage specials
 - Description – Promote "waiting out traffic" by relaxing, hitting some balls and enjoying a casual meal with friends
- Community Partnership Events
 - Frequency – Quarterly
 - Description – Partner with the City to host community events for residents
 - Examples – Fall Harvest, Winterfest, Breakfast with Santa
- Night Golf
 - Frequency – Quarterly
 - Description – Fun & unique way to bring golfers and their families to the golf courses. Using a mix of glo-balls and technology, practice putting greens and tee boxes near the clubhouse are turned into a chip & putt course
 - Examples – Shots in the dark at Indian Wells Golf Course



THE LAKES
AT EL SEGUNDO
ESTABLISHED 1972

Trivia Night

NEW FORMAT - INCREASED STRATEGY - MORE FUN

TUESDAY SEPTEMBER 20TH ON THE PATIO
BUFFET AT 5:30PM • TRIVIA AT 7PM

\$19.95 + \$5.00 FOR PRIZES

MENU

DELUXE SALAD BAR
WARM ROLLS AND BUTTER

CHEF CARVED HONEY SMOKED PORK LOIN
DIJON MUSTARD SAUCE

STUFFED FLOUNDER
SHRIMP & CRAB STUFFING, DILLED BUTTER
SAUCE

CHICKEN MARSALA
MUSHROOM DEMI

BASMATI RICE

SEASONAL VEGETABLES

COOKIES, BROWNIES, ASSORTED CAKES &
PIES

ICE CREAM SUNDAE BAR

FRUIT COBBLER



Reservations
Required

CALL 310.322.0202
*MAXIMUM OF 10 PEOPLE PER TABLE



GOLF CART FLEET OPERATIONS

Troon will maintain power golf carts and keep them in good working order at all times. Troon maintains standard golf cart rental policies at its managed golf courses. Only persons aged 18 or older possessing a valid driver's license may rent a power golf cart after signing a rental agreement and liability waiver. Anyone operating a cart inappropriately or in a dangerous manner will not be allowed to operate golf carts in the future.



Equipment operators, outside services personnel, and the on-site mechanic will be trained in proper use and care of golf carts. Troon works closely with golf cart distributors to ensure technical support and training are of the highest quality. Proper servicing and maintenance enhances the golfer's experience, extends the useful life of carts, and increases after-market/trade-in values.



Troon utilizes an established, proven system for cart management, including the use of weekly cart maintenance logs, including but not limited to battery meter readings, tire pressure, brakes, unnecessary tire wear, cleaning each cart after use by a golfer, and servicing each cart to the manufacturer's specifications. All carts will be stored and rotated in a manner that prolongs the life of each vehicle and provides the best possible golf cart experience to the guest. Troon will work with Montebello to ensure that all warranty service is performed per the operating lease. Equipment operators, outside services personnel, and the on-site mechanic will be trained in proper use and care of golf carts.

GENERAL & ADMINISTRATION

Hospitality and recreation is a “people” business. Furthermore, guests’ demands and service expectations are at all-time highs. As such, Troon has expended considerable resources recruiting, training and developing top talent.

We call this “human capital.” It is driven by our proprietary performance management system that monitors and assesses job performance, with constructive feedback and goals, to create meaningful ways for employees to reach their potential and grow professionally.

Training and Development

There are many reasons – notably cultural and career development – Troon attracts and retains the best talent in the industry. The goal of the Learning & Development Team is to provide all managed properties with the resources and training required to meet their goals and visions for the future. We accomplish this by educating and strengthening the associates and leadership base within each property through interactive hands-on training along and additional electronic resources. Facilitating the ability to develop great people are our leading training programs:



Our online university features more than 50 comprehensive training modules for career development. The platform is integrated with our performance management system so that managers can assign training to match goals established during the annual review process.



Our mentorship program was established to identify and support “rising stars” within our organization. Selected mentees are paired with company executives for a six-month program to network, grow, and develop for their next steps with Troon.



Change is constant, which is why Troon supports the continued education of our employees through national and regional meetings. Our meetings allow employees to share best practices and hear from subject matter experts from the PGA, USGA, GCSAA, etc.

“At Troon, our people are our greatest asset which is why we strive to ‘ACE the Employee Experience’ each and every day. We hire the best candidates who share our core values and provide them with training and development resources to support their current role and career aspirations. To summarize, our clients’ success is because of our people, leaders and values.”

ACEing the Experience

Led by a professional “employee trainer,” our series of teaching-learning modules illustrate how to carry out Troon’s guest vision statement. Guidelines for acceptable and unacceptable behaviors are demonstrated and discussed, as is role playing, for daily execution of best service practices during each interaction – from parking cars to drive away.

We promote empathizing with each guest’s personal situation, anticipating and servicing their needs, and then introducing guests to the next portions of their safe and fun journeys, creating positive, seamless experiences throughout.

Formal training sessions are augmented by regular reviews of the Troon guest vision statement, as well as service and behavior standards, in department and all-staff meetings. Timely feedback on observed positive and negative interactions is provided – these are teaching moments, not indictments.

Montebello will be subject to Mystery Shopping exercises (as well as guest surveys) anonymously conducted by professional, independent evaluators. Reports are used to further train, incentivize and reward employees.



Service Recovery

The occasional dissatisfied customer – whether expressed or largely unknown – needs to be converted into a loyalist. Staff will be taught to subscribe to our “LAST” techniques for appropriate service recovery responses.



LISTEN

- Don’t interrupt
- Make eye contact
- Show Respect
- Calm and clarify



ACKNOWLEDGE

- Recognize problem
- Apologize
- Empathize



SOLVE

- 100% attention
- Immediate action
- Timely follow-up



THANK THE GUEST

- Appreciation
- Patience
- Positivity
- Helpfulness

RISK MANAGEMENT

Measures to avoid unnecessary risks benefits the well-being of employees, facilities and the business at large.

Safety and Security

Troon' Vice President of Contracts and Risk Management oversees the construct, delivery, training and adherence to safety and sanitation plans, guidelines, rules and regulations. Our comprehensive manuals meet OSHA standards for all positions and job responsibilities, machinery and equipment, chemicals and fertilizers, and more. Local and state regulations apply as appropriate.

We require employees to acknowledge reading of manuals, attend regular training sessions, participate in our "Safety Makes Sense" video and training platforms – identifying risks by department – and report accidents or safety violations to his / her supervisor.

Additionally, we procure insurance, risk management and business licenses, including claims filing, renewals and regulatory requirements.

Emergencies

Troon establishes an emergency management plan (EMP) specific to Montebello. It addresses policies and methods of prevention, preparedness, response and recovery. At the EMP's core is identifying risks and outlining courses of action to mitigate damage of potential events that could endanger the safety of employees and guests, and Montebello's ability to function. The EMP includes procedures to safeguard property and facilities, as well as steps to assess an incident's severity and respond to eliminate it. Training exercises (akin to fire drills) are part of the plan alongside connections to outside agencies for assistance.

Facility Audits

Our audit specialists will visit Montebello periodically. The audit includes more than 200 individual items in nine categories: ACE the Guest Experience training; administration; agronomy / maintenance; clubhouse; food and beverage; human resources; information technology; risk management, and operations.

Finance & Accounting

Troon has built a strong financial management team and systems that efficiently and accurately executes accounting functions for Montebello. Guided by keen attention to detail and deadlines, as well as checks-and-balances controls, our in-house Certified Public Accountants and financial

analysts use generally accepted accounting principles and will work closely with General Managers at Montebello's to:

- Help drive annual budget planning and management designed to achieve The City's goals
- Manage and execute financial calculations, including accumulated depreciation, and fixed asset and capital lease schedules
- Strategize with The City on annual, quarterly and monthly cash planning and overall financial critical thinking
- Reconcile balance sheets and bank accounts, post journal entries and balance ledgers
- Perform month-end processes, including consistent cash flow monitoring, forecasting and management
- Audit, analyze and prepare financial statements and report narratives for Montebello, including balance sheet, P&L, cash flow and cost-of-goods-sold analysis
- File sales and use tax
- Turnkey accounts payables and receivables management, including invoicing and collections
- Direct payroll management via enterprise system
- Oversee internal controls compliance, including mystery audits, for the collection, receipt and deposits of Montebello's revenues

Other items important to the finance and accounting process:

- **Aggregation and Transparency** – Troon's proprietary XRM platform transfers point-of-sale and tee sheet data to our SAGE accounting software for up-to-date and accurate financial reporting. The City is provided complete viewability into revenues, expenses (including payroll), bank accounts and other monetary items, and financial reports are customized to easily consolidate into existing City budgets.
- **Security and Internal Controls** – Troon has built and successfully applied methods to avoid, detect, counteract and minimize risks for Montebello. They prevent employee and customer theft, including point-of-sale safeguards and countermeasures, cash handling and deposit requirements, video cameras, required receipts, random safe, drawer and inventory counts, tee sheet / point-of-sale reconciliation and payroll record verifications.
- **Accounting and Payroll** – These functions are directed by Troon's Director of Accounting who sets strategy and, as necessary, reviews the general ledger, deposit confirmations and audits (if any).

Troon has included in the attachments a detailed financial reporting packet of revenues & expenses.

MAINTENANCE PLAN

The National Golf Foundation's annual survey of golfers shows course conditions are the No. 1 reason one course is played over another. It's an expectation that, when not met, means courses experience considerable "one-and-done" patronage. And it confirms the fact that product perfection equates to favorable price-value relationship.

Mandate

Troon' agronomy team is highly educated, skilled and determined to deliver outstanding playing experiences to each guest daily. Our guest-centric approach is more than simply growing grass. Focus is also on healthy turf, eco-sustainability and keen attention to detail across the total acreage. This is in concert with a reasonable budget required to impress golfers time and time again and earn their positive word of mouth. Commitments to excellence from the golf course superintendent and others on the maintenance crew lead to efficiencies in staffing and a high-quality, enviable end-product.



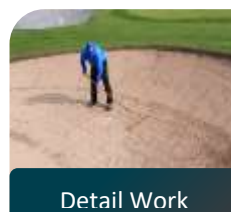
Strategy & Plan

For Montebello, a written agronomic plan will establish short-term and long-term goals, taking into account the maintenance and business needs of the facility. They will align with course upkeep tactics along a clear schedule (e.g. over-seeding, aeration, etc.) for quality assurance measures. The conditioning blueprint accounts for seasonality yet is flexible to meet nuances in weather conditions, golfer traffic, potential capital expenditures and other variables. We will

In addition to labor analysis, the Troon agronomic plan includes a chemical and fertilization schedule with integrated budget calculators based upon application frequency, product cost, and treated acreage.

[illegible]

Trtoon will leverage its talent and resources to properly care and produce impressive playing conditions at Montebello. Obtaining a healthy strand of turfgrass is accomplished through a myriad of strategies and tactics governing common surface and sub-surface (growing medium) variables.



Environmental Stewardship

Troon is widely recognized as golf's most eco-friendly company and, at Montebello, plans to conserve and improve environmental quality while enhancing golfers' experiences. Troon actively participates in Audubon International's "Audubon Cooperative Sanctuary" program and all clubs follow "Troon Green," our sustainability guidelines. Specific examples of next-level environmental stewardship include:



1. Environmental Planning
2. Wildlife & Habitat Management
3. Chemical Use Reduction & Safety
4. Water Conservation
5. Water Quality Management
6. Outreach & Education

Plastic Bottle Minimization: At numerous facilities nationwide, Troon has instituted a "plastic bottle ban" to reduce plastic pollution in the world's oceans, fight the negative impacts plastic pollution causes on wildlife, and to cut landfill inputs. **Learn more about this effort:**

<https://www.troon.com/princeville-makai-golf-club-says-aloha-goodbye-to-plastic-water-bottles/>

Planting Trees: Working with club ownership, Troon has enacted a tree-planting program at several facilities, identifying areas of the golf course to convert from maintained turf to tee planted forests without impacting playability of the course and turf health. **Learn more about this effort:** <https://www.troon.com/press-releases/newly-opened-pga-national-czech-republic-is-a-trailblazer-in-environmentally-sustainable-golf/>

Team

Troon is extremely selective in employing highly qualified golf course superintendents. They must hold passion for satisfying guests and an unwavering pride in performance. They must also be leaders with command over "what great looks like and plays like" based on where Montebello are positioned in the market.

Support, Accountability & Outcome

The superintendents at Montebello, in tandem with the on-site management team, benefit from hands-on support of a Troon regional director of agronomy. Periodic site visits yield a "Manager's Report" with course and property photos as well as a detailed narrative of agronomic activities, conditions, action plans, resources, timelines and metrics. The report is shared with the City. This level of support promotes healthy turfgrass, exceptional playability, an aesthetic "wow" and, most important, guest satisfaction – all with "bang-for-the-buck" efficiency.

COURSE MAINTENANCE SCHEDULE

Below is the required hours by task to meet the maintenance standards included in the RFP. Troon remains open and flexible to reviewing the Standards with The City to discuss any change in priorities or frequencies based upon the desired conditions and costs.

Montebello 2024																Labor Detail
Task	# of Workers	Hrs/Day Per Worker	Hrs Per Day	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	4/1/2024	Total
				Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	Weekly Frequency=>	
Change Cups/Set-up	1	3	3	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	1058
				7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	
Mow Greens	1	3.5	3.5	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	1058
				6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	
Mow Collars/Approaches	1	2	2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	302
				3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Mow Tees	2	3	6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	907
				3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Mow Fairways	1	6	6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	907
				3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Roll Greens	1	4	4	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	403
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Mow Rough	1	8	8	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	806
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Mow Green/Tee Surrounds	1	8	8	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	806
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Trim Patrol	1	8	8	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	67.2	806
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Coolers/Trash/Divot Buckets	1	2	2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	25.2	302
				3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	
Topdress Greens	1	6	6	12.6	6.3	12.6	12.6	12.6	12.6	12.6	12.6	12.6	12.6	6.3	7.6	134
				0.5	0.3	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.3	0.3	
Topdress Tees	2	5	10	21.0	21.0	21.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	21.0	420
				0.5	0.5	0.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	
Chemical Application	1	5	5	10.5	10.5	10.5	10.5	10.5	12.6	12.6	10.5	10.5	10.5	10.5	10.5	130
				0.5	0.5	0.5	0.5	0.5	0.6	0.6	0.5	0.5	0.5	0.5	0.5	
Fertilizer Application	2	5	10	12.6	12.6	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	12.6	12.6	386
				0.3	0.3	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.3	0.3	
Rake Bunkers	1	3	3	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	907
				6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	
Rake Bunker Edges	1	2	2	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	605
				6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	
Edge Bunkers	3	6	18	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	75.6	907
				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Irrigation Repair/Maintenance	1	3	3	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	756
				5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
Landscaping Maintenance	1	3	3	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	605
				4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Clubhouse Grounds Maint.	1	2	2	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	403
				4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	
Fill Tee Divots	1	2	2	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	504
				5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
Fill Fairway Divots	1	2	2	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.4	101
				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Handwatering	1	3	3	12.6	12.6	25.2	25.2	25.2	63.0	63.0	63.0	63.0	25.2	12.6	12.6	403
				1.0	1.0	2.0	2.0	2.0	5.0	5.0	5.0	5.0	2.0	1.0	1.0	
Aerification	2	12	24	0.0	0.0	0.0	0.0	302.4	30.2	30.2	0.0	302.4	0.0	0.0	0.0	665
				0.0	0.0	0.0	0.0	3.0	0.3	0.3	0.0	3.0	0.0	0.0	0.0	
Verticutting	2	6	12	15.1	12.6	12.6	12.6	12.6	12.6	0.0	0.0	12.6	12.6	12.6	0.0	116
				0.3	0.3	0.3	0.3	0.3	0.3	0.0	0.0	0.3	0.3	0.3	0.0	
Overseeding	1	8	8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	33.6	33.6	0.0	0.0	67
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	0.0	0.0	
Driving Range Maintenance	2	5	10	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	504
				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Leaf Removal	2	4	8	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	50.4	605
				1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	
Shop Work	1	5	5	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	42.0	504
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
House Keeping	2	2	4	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	16.8	202
				1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
Administrative/Management	1	3	3	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	63.0	756
				5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
Equipment Repair/Preventative	1	8	8	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	2016
				5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
Vacation	4	8	32	40.3	40.3	40.3	40.3	40.3	40.3	40.3	40.3	40.3	40.3	40.3	40.3	484
				0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	
Overtime	3	2	6	0.0	0.0	0.0	0.0	75.6	126.0	126.0	126.0	126.0	75.6	0.0	0.0	655
				0.0	0.0	0.0	0.0	3.0	5.0	5.0	5.0	5.0	3.0	0.0	0.0	
Misc Detail	1	4	4	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	33.6	403
				2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Total Labor Hours				1552.7	1543.9	1592.2	1613.2	1991.2	1809.4	1796.8	1764.4	2113.0	1722.4	1564.9	1532.6	20597
Total Employees				9	9	9	10	12	11	11	11	13	10	9	9	

CAPITAL IMPROVEMENTS

Troon has extensive experience with the administration and management of capital projects, including renovation, development and construction of golf courses and ancillary facilities. During the past three (3) years, Troon has managed nearly \$30 million of Capital Improvements at our municipal facilities. Considering the increasingly competitive nature of the golf market, the process of investing capital has become a critically important component to the ongoing success of golf course operations. Troon places significant emphasis on planning and executing capital projects to ensure the physical integrity and competitive positioning of its managed courses.

Troon will work closely with Montebello to prioritize and schedule all capital work in order to provide positive economic benefits and asset enhancement to the respective courses as soon as possible.

Troon looks forward to working with The City to discuss our ideas, suggestions and recommendations aimed at improving the playing conditions at Montebello (highlighted on the following pages). Capital projects will be evaluated and prioritized based on safety concerns, the need to preserve and enhance the physical assets and the opportunity to improve revenue. Troon performs a ten-year capital plan for each facility as part of the annual planning process.

Restaurant & Foyer FF&E	Enhance the appeal of the Foyer & Grille Room. Redesign bar and parlor room and improve overall look. Tables, Chairs, Carpet, Wallpaper, Hardwood Floor, Curtains, & Rugs	Product Enhancement
Pro Shop FF&E	Routine upgrades. Replace carpet, pro shop fixtures, ball display, and cabinet.	Product Enhancement
Facility Restroom Upgrade	Replace Mirrors, Tiles, lighting	Product Enhancement
Range Enhancement	Improvement of hitting and landing areas of the range	Product Enhancement
Tee Box Renovations	Resurface and level select tees (DR and Par 3)	Product Enhancement
TOTAL PRODUCT ENHANCEMENT		
FF&E Foyer	Replace FF&E. Upgrade first impression when entering clubhouse.	Replacement
Banquet Supplies	Tables, Chairs, Chafers, etc.	Replacement
Range Ball Washer	Routine Replacement	Replacement
Cart Path Replacement	Routine replacement of broken cart paths. Need to complete a little each year to keep costs manageable.	Replacement

		SUMMARY ST. JOHNS GOLF & COUNTRY CLUB 10-YEAR CAPITAL PLAN									
		RDGT									
Item Description	Club Benefit / Effect	Why?	2022	2023	2024	2025	2026	2027	2028-31	Total	
Poor Fencing	Area around pool - Eyesore & creating attractive nuisance	Safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
TOTAL SAFETY			\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Clubhouse Signage	Replace course signage around clubhouse	Product Enhancement	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 18,000	
Putting Green Renovation	Renovation of the putting green due to inconsistent turfgrass health. Current putting green does not promote dispersion with minimal playable space. Current Signage needs improvement and consistency.	Product Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course Signage	Routine Replacement required as wear and tear is showing	Product Enhancement	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	
Landscape Upgrades	Upgrade the landscaping around the clubhouse. Add accent lighting, replace shrubs and plants, add beds.	Product Enhancement	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000	
Pro Shop Grille Room	Grille Room.	Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree / Sod	Ongoing tree removal and sod to improve course	Product Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	
Restaurant & Foyer FF&E	Enhance the appeal of the Foyer & Grille Room. Redesign bar and parlor room and improve overall look. Tables, Chairs, Carpet, Wallpaper, Hardwood Floor, Curtains, & Rugs	Product Enhancement	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000	\$ 25,000
Pro Shop FF&E	Routine upgrades. Replace carpet, pro shop fixtures, ball display, and cabinet.	Product Enhancement	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000
Facility Restroom Upgrade	Replace Mirrors, Tiles, lighting	Product Enhancement	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 17,500
Range Enhancement	Improvement of hitting and landing areas of the range	Product Enhancement	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000
Tee Box Renovations	Resurface and level select tees (DR and Par 3)	Product Enhancement	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 50,000
TOTAL PRODUCT ENHANCEMENT			\$ 22,000	\$ 35,000	\$ 12,500	\$ 5,000	\$ 15,000	\$ 15,000	\$ 65,000	\$ 169,500	
FF&E Foyer	Replace FF&E. Upgrade first impression when entering clubhouse.	Replacement	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000
Range Ball Washer	Routine Replacement	Replacement	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000
Cart Path Replacement	Routine replacement of broken cart paths. Need to complete a little each year to keep costs manageable.	Replacement	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000
Poles	Sand Blast, primer and paint poles in the parking lot.	Replacement	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 10,000	\$ 10,000
Ball Parking Lot	Routine replacement	Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000
Door Doors	Doors in Pro Shop, and dining room are due for replacement	Replacement	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
Range	Routine replacement	Replacement	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
Range	Pump needed replacement at the pump house	Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Range	Reduce AM costs. Current units are 10 years old. Will need to replace with a 15 ton system and would need to replace the air handler unit as well.	Replacement	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000	\$ 24,000
Range	Routine replacement. Current fans are 8 years old and leak oil. Also poses a health risk and could be cited on health inspections.	Replacement	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 8,000
Range	Routine replacement.	Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000
Range	Routine Replacement	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000	\$ 8,000
Range	Bunkers need renovation	Replacement	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ 40,000	\$ 40,000
Range	Emergency projects	Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 3,000
TOTAL REPLACEMENT			\$ 11,000	\$ -	\$ 20,000	\$ 32,000	\$ 24,000	\$ 25,000	\$ 133,000	\$ 245,000	
TOTALS			\$ 34,000	\$ 35,000	\$ 32,500	\$ 37,000	\$ 39,000	\$ 40,000	\$ 198,000	\$ 415,500	

DESIGN & DEVELOPMENT SERVICES

Our commitment to agronomic excellence is the focus of Troon's proprietary Agronomy Standards, which are the most exacting in the golf management industry. Golf course maintenance and agronomic programs are customized for each course, using detailed schedules and practices utilizing our proprietary agronomic programs. These programs are based on agronomic expertise involving complex scientific principles and a deep respect and understanding of the natural environment. The flow of information between the Troon Corporate Team and the network of facility superintendents combine together to help achieve the best possible playing conditions, while maintaining an appropriate cost level.



In addition, Troon has been involved in the development and renovation of hundreds of clubhouse projects. Our Development Services Team manages all aspects of golf course, clubhouse and ancillary



structure development. This consists of reviewing design plans and managing construction, to providing assistance in the selection and procurement of FF&E. The development services provided to our clients are handled by Troon corporate employees (including civil engineers, architects, designers and project managers), saving clubs from incurring the additional expense of outside consultants, which typically can be the case with a self-managed project. Our offerings can be provided in the following three structures:

- Pre-Project Commencement Advisory Services – Planning support related to operational, schematic and feasibility studies in support of exploratory project planning
- FF&E Procurement Services – Selection, specification and procurement services to support the replacement of existing FF&E or the addition of new FF&E
- Full Design Services – Participation in support of the Club's major capital improvements, working to facilitate the achievement of project objectives, budgets and timelines

These services provide significant value in all phases of development, including preferred pricing on costly equipment and supplies, as well as our subject matter expertise. Troon clients receive ongoing support from key leaders with expertise in agronomy, engineering, golf course construction and professional design.



Monarch Beach Golf Links, Dana Point, CA

SECTION V – MARKETING PLAN



MARKETING OVERVIEW

In today's hyper-competitive world, prioritizing a professional marketing and sales culture is essential. "Build-it-and-they-shall-come" reliance should not apply.

Troon blends art and science (rooted in data) to efficiently connect with golfers at the right time with engaging content that prompts action. The bedrock of this work is to attract new guests to Montebello at a low cost of acquisition and promote frequent utilization for greater lifetime value. Simply lowering greens fees isn't a strategy and presenting a pristine golf course alone doesn't automatically translate to revenue.

On behalf of Montebello, we will proactively manage the marketing process, identifying specific revenue levers to meet the desired goals and objectives.

Strategy and Plan

A well-organized roadmap prevents ineffective reactionary marketing. Our marketing team will reduce to writing what is crucial, at a high level, to meet one or more business objectives for Montebello and a time frame for achievement. Our plan – a.k.a. "Montebello Revenue Playbook" – details how Montebello brands are positioned and strategy is executed. Following analysis of historical and competitive set data, we will schedule activities and tasks, roles and responsibilities, and budget. The strategy and plan are discussed with and approved by The City. As the plan is undertaken, we constantly measure campaign effectiveness against key performance indicators. *Troon's Marketing Plan for Montebello can be found in the attachments.*



 Sales Fundamentals	• Training • Guest Acquisition • Guest Retention	• CRM • Quality Assurance • Professional Design
 Revenue Management	• Yield Optimization • Dynamic Pricing	• Third-Party Wholesalers • Performance Monitoring
 Digital Marketing	• Responsive Website • SEO • SEM	• Organic Social Media • Paid Social Media • Targeted Email

SALES FUNDAMENTALS

Growth Focus

Without new customers, nurtured for extended periods of time, business is poised to be flat. That's why we proactively operate under a "4 MORE" thesis – leveraging people-, behavior- and technology-driven stimuli to grow repeat rounds as well as introduce beginners and inspire lapsed golfers to return to the game.

- **Guest Acquisition** – Troon's Marketing Team will establish measurable, effective, and guest-focused Acquisition Programs that attract NEW guests for Montebello. Acquisition tactics serve the same goal – to attract NEW guests via focused strategies that best target the message to appropriate guest segments by product/service, geography, and guest type. These programs and efforts will be tracked in Montebello revenue playbook, which includes the details and effectiveness of promotion, event, and campaign.
- **Guest Retention** – Acquiring new guests is only half the equation. Keeping them coming back is the key to growth and sustainability. For Montebello, Troon will design, execute and measure several programs to inspire and lock-in longtime loyalties, including:
 - Our data scientists utilize our proprietary "Tap In" app to analyze Montebello individual guest behavior trends, unique purchasing habits, play history and anticipated "steady state" future value.
 - We analyze potential marketing strategies designed to create loyalty programs which encourage guests to play Montebello with increased frequency. One option is to establish accounts for guests (e.g., reward card or frequent player program) whereby value-added benefits are achieved as play frequency and / or spend amount increase. Typically, this reward system is automated and purchasing data derived is used to identify upsell opportunities. Revenue is often generated up front and guests feel appreciated and special.



Technology and Touch

A well-organized sales process will attract new customers to Montebello, win their business, provide upsell opportunities and, ultimately, generate previously untapped and incremental revenue.

- **Point of Sale** – Troon's preferred Point of Sale (POS) technologies G1 / EZSuites, enable the full capabilities of our sales/marketing teams, however Troon has expansive

experience with many different POS systems. Troon will work with The City and use best judgment in procuring POS systems for Montebello.

- **Process** – Troon has heavily invested in a business development system to manage relationships and interactions with current and potential guests. Our advanced Salesforce customer relationship management platform is easy to use in helping Montebello stay connected to guests throughout their lifecycles, streamline productivity and improve profitability. Guest contact information, as well as their behaviors, interests and buyer status are stored in one central location.
- **Training** – We blend technology with a personal touch based on “people-buy-from-people” reality. Support will be provided to the teams at Montebello (top to bottom) about how to interact with guests, gain their trust and confidence, and translate those connections into revenue. Online learning modules, including video enactments, and consistent role playing contribute to best practices and allow personalities to shine so marketing doesn’t feel like marketing to guests.

Campaigns/Communications

Amazing content – subjective and objective – is the ultimate connector between brands and buyers. Troon specializes in marrying strategic objectives with visual assets to create eye-catching, unique campaigns and collateral for Montebello. Templates are catalogued on our proprietary Design on Demand platform for easy access and customization. Material formats include flyers, e-mail templates, postcards, table tents, digital ads, social posts and more. We often utilize the power the video, as well.



REVENUE MANAGEMENT

Troon will provide access to our dedicated team with experience in golf, hotel and airline revenue management that focuses on creating a custom approach that helps you reach your goals. Our analytical approach uses your data, your comp set and your goals to find ways to increase rounds, revenue, average rate and revenue per available round (RevPAR) in the most granular way possible.



Process & Focus Area

Our approach starts with data, works towards a dynamic goal and stays reactive by understanding the changes to demand. We view ourselves as an extension of the staff focused on driving results directly to your club. All clubs are different, and our team will use tools and techniques specific to Montebello to ensure profitability.

To create an impactful program for Montebello, our revenue management will focus on the following:

Data Analysis

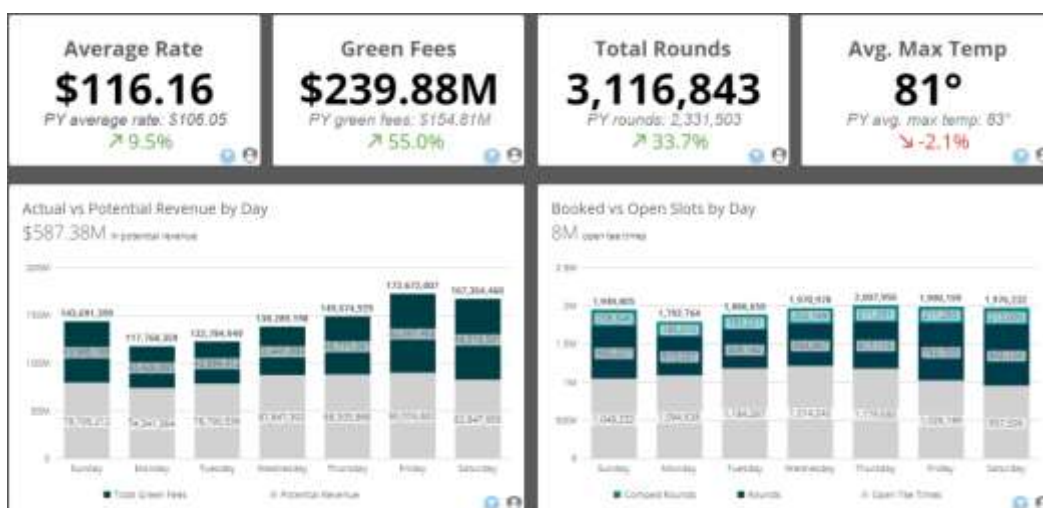
- 3+ Years of Data
- Dashboard Views
- Day of Week / Hour / Month Views
- Pace Reports
- Fee Mapping
- Mix of Business Changes

Plan Creation

- You're in control
- Budget focused
- Granular mini-plans
- Focused on rounds & ADR for revenue
- Ancillary spend
- Optimize mix

Reporting

- Bi-Monthly Calls
- Month End Reporting
- Breakdown of Rounds
- Pace Information
- Plan Adjustments
- Reporting on Owners



Data Collection & Plan Creation

We can only build our future if we understand our past. We take a deep dive into the past years at the club to start to see trends based on hour of day, day of week and segmentation of rounds.

Data Analysis

- Public v Non-Public Rounds
- Historical RevPAR
- Segmentation (based on your course)
- Hour-by-Hour Approach
- Optimal areas for Members/Cardholders

Utilization %	Column	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
Row Labels									
8:00:00 AM		53.0%	33.3%	32.3%	22.1%	33.8%	36.0%	50.9%	39.1%
7:00:00 AM		85.6%	39.2%	36.3%	37.4%	61.1%	69.7%	88.4%	68.2%
8:00:00 AM		83.0%	42.3%	60.7%	63.5%	65.4%	77.8%	88.8%	71.9%
9:00:00 AM		78.4%	62.3%	34.2%	37.1%	62.1%	73.7%	83.8%	66.8%
10:00:00 AM		66.8%	52.2%	48.3%	48.9%	53.9%	60.7%	74.6%	57.8%
11:00:00 AM		60.4%	51.4%	47.7%	50.4%	52.1%	61.2%	68.8%	56.3%
12:00:00 PM		48.1%	39.4%	34.1%	39.2%	39.9%	54.4%	58.1%	44.7%
1:00:00 PM		42.9%	34.4%	29.1%	32.0%	33.3%	52.6%	51.1%	38.7%
2:00:00 PM		33.3%	29.2%	23.1%	31.9%	31.0%	48.6%	38.2%	33.6%
3:00:00 PM		27.4%	23.2%	18.8%	23.3%	30.0%	38.8%	32.8%	28.5%
4:00:00 PM		8.7%	8.3%	6.7%	8.2%	8.3%	10.4%	3.8%	7.3%
Grand Total		53.2%	41.9%	37.7%	40.6%	43.3%	52.7%	58.3%	46.8%

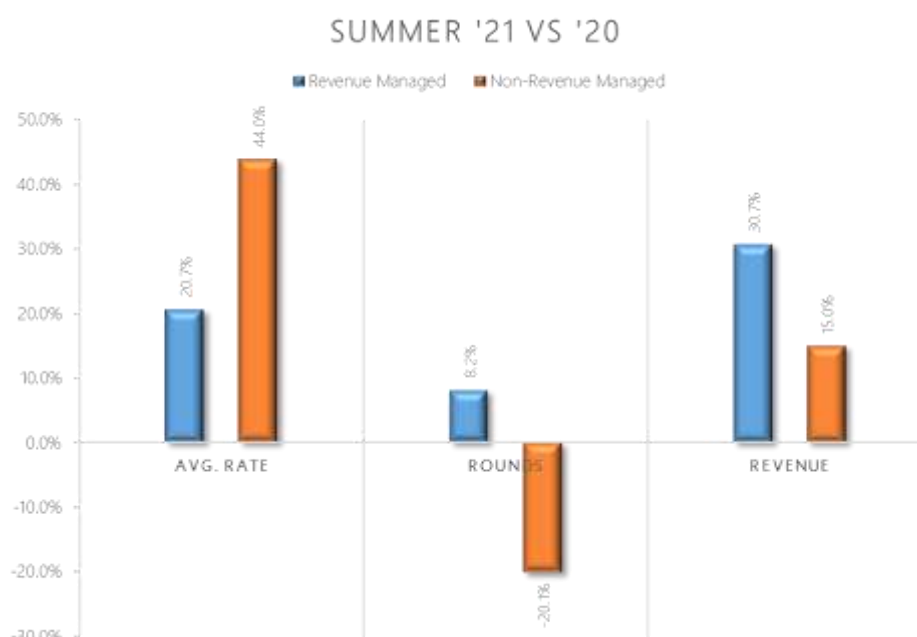
Plan Creation

- Booking Windows
- Optimal Mix (More High ADR Rounds)
- Segmentation
- Channel Management
- Off-Peak Rounds
- Increase in Online Rounds & Data

RevPAR	Column	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Grand Total
Row Labels									
8:00:00 AM		\$13.87	\$6.68	\$5.75	\$6.36	\$6.87	\$8.06	\$14.43	\$8.85
7:00:00 AM		\$52.98	\$23.53	\$21.89	\$21.04	\$25.97	\$30.94	\$40.29	\$28.01
8:00:00 AM		\$57.02	\$26.71	\$28.83	\$24.47	\$30.21	\$39.02	\$43.81	\$31.87
9:00:00 AM		\$33.07	\$24.96	\$20.23	\$22.80	\$28.30	\$38.00	\$43.32	\$29.31
10:00:00 AM		\$33.03	\$24.68	\$20.35	\$22.14	\$24.74	\$33.57	\$41.45	\$28.56
11:00:00 AM		\$23.35	\$17.82	\$16.56	\$18.01	\$17.88	\$23.07	\$31.64	\$21.47
12:00:00 PM		\$18.90	\$15.80	\$13.71	\$16.65	\$17.30	\$25.42	\$27.19	\$19.42
1:00:00 PM		\$17.25	\$12.89	\$10.97	\$13.53	\$15.05	\$21.92	\$19.91	\$15.92
2:00:00 PM		\$10.67	\$8.33	\$7.81	\$9.89	\$9.50	\$14.02	\$12.99	\$10.48
3:00:00 PM		\$5.72	\$5.10	\$4.43	\$5.38	\$6.02	\$7.93	\$7.28	\$5.98
4:00:00 PM		\$1.71	\$1.57	\$1.09	\$1.27	\$1.38	\$1.82	\$1.10	\$1.41
Grand Total		\$20.78	\$15.29	\$13.28	\$14.67	\$16.48	\$22.15	\$25.60	\$18.32

Results & Case Studies

Our approach brings the highest level of customization and service to ensure top line revenue growth. Our focus on both rounds and average rate ensures a proper plan is in place to attack your inventory. Working alongside a proper marketing plan, these rate strategies will help Montebello grow substantially in the market.



REVENUE-GENERATING PROGRAMS

Troon Golf programming provides facilities with global marketing presence and delivery. While participation for each of these programs is optional, facilities that engage all programs in totality experience increased exposure and revenue generation.



Golf's premiere loyalty program serving 800K+ members delivering over \$40M annually to participating clubs.



Yield management program fills unsold inventory with 9.5K+ members and \$9M+ in tee time revenue annually.



Delivers rounds of golf, room nights and resort traveling golfers to Troon destinations.



National group sales/referral program, delivers more than \$1.5M annually to Troon clubs.



National amateur event series with over 1500 participants at over 30+ regional qualifying events.



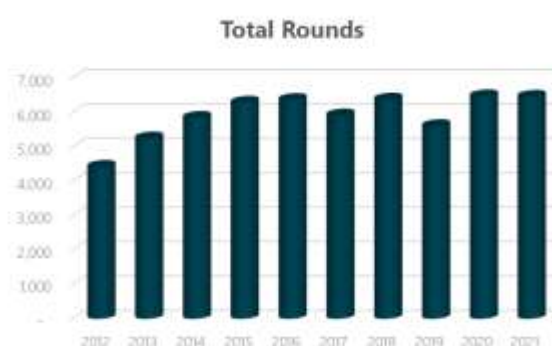
Addresses pace of play, creates new Pacesetter revenue.



Wellness initiative, drives fitness program participation.

Case Study - Lookout Mountain at Phoenix Tapatio Cliffs Resort, Phoenix, AZ

Managed by Troon since 2012, Lookout Mountain is an award-winning golf course set amid the picturesque Phoenix North Mountain Preserve. Located at the Hilton – Phoenix Tapatio Cliffs Resort, Lookout offers several stay/play packages, but has particularly succeeded from Troon's many revenue generating programs – producing a total of \$392,000 in additional revenue and 6,500 additional rounds of golf in 2021.



TROON REWARDS

Troon Rewards is Troon's premier loyalty rewards program. Troon Rewards is simple – the more you play, the more you save! Members earn one point for every dollar spent on golf fees, instruction fees and club sponsored clinics, as well as merchandise at participating daily-fee Troon facilities. Please visit www.TroonRewards.com for full details and watch Troon Ambassador Cheyenne Woods explain the full advantages of Troon Rewards!



Benefits For Golfers:

- Earn complimentary rounds of golf based on the number of points earned
- Combine Troon Rewards points and cash to play Troon courses at preferred Troon Rewards rates
- Troon rewards don't expire! (Provided you have earned or redeemed Troon Rewards points in the last 18 months)
- Reach elite status levels and receive additional discounts on golf and merchandise
- Receive special offers, invitations, to exclusive events and Callaway promotions (USA only)

Benefits For Facilities:

- Draw upon Troon golfers nationwide
- Loyal Troon Golfers are incentivized to play "within the family", attracting more rounds to Montebello
- Free promotion of Montebello in Troon Rewards emails and marketing
- Increased data collection of golfers and segmentation of your most loyal golfers



The Ridge Golf & Event Center, Auburn, CA

SECTION VI – TRANSITION PLAN



TRANSITION PLAN & SCHEDULE

During the lead up to the first day of operations, Troon anticipates continued regular visits to Montebello to introduce Troon to all stakeholders and ensure comfort level by City Staff, Top Golf, etc. The transition for our existing maintenance employees who have intimate knowledge of the renovations to the existing course will be smooth. Troon will be actively sourcing employees from the local community and within the Troon network of over 35,000+ associates. Troon also anticipates weekly conference calls with The City Staff, as well as transition agenda to address issues and ensure a successful transition. The key to a smooth transition is extensive and upbeat communication. To this end, Troon has a dedicated internal resource to coordinate transitions and ensure that resources are dedicated appropriately. In this regard, we will:

- Conduct Focus Groups introducing Troon and sharing our initial thoughts for Montebello.
- Hold Town Hall Meetings open to the community to discuss ideas and issues with the Troon Team and General Manager in a relaxed setting.

PRIOR TO START

During the first week, the Troon Regional Team comprised of Operations, Marketing, Agronomy, and Food & Beverage Specialists will be onsite to meet with The City and Top Golf and their staff as well as local residents and begin to refine preliminary business plan, marketing initiatives, and operating budget.

HIGHLIGHTS INCLUDE:

- **Host ("Team Member Meeting")** – Troon will host several meetings to attract qualified staff for Montebello. Troon will communicate effectively and succinctly the policies of Troon. More importantly, each new staff member will have the ability to meet with Troon representatives privately to address any personal issues or concerns they may have. Troon has several candidates for the key positions identified and will look locally and externally as well to find the best candidates to choose from.
- **Medical Benefits, 401k and employer/employee issues** - As noted, during this first week, Troon will set aside valuable time for each employee for an explanation of benefits under a proposed Troon employer/employee relationship.
- **Budget Refinements** - Troon will work with The City's representatives to develop an approved operating budget, complete with SWOT Analysis, Rate proposals and market plan.

- **Staff Meetings** - Troon representatives will be available to meet with The City staff regarding proposed transition items, reporting, inventory management, cash handling, procurement and other operations.
- **Insurance** - Troon will notify its insurance carrier of the effective date and the insurance requirements as set forth in the RFP and will provide the required documentation to The City as required.
- **Existing Contracts** - Troon will analyze and evaluate all existing Agreements by and between the vendors and notify The City of which Agreements Troon would like to continue and provide a listing of those that Troon proposes terminating.
- **Employee Interviews and Staffing Planning** - Troon will conclude its on-site interviews and finalize a staffing plan to review with The City for their input for implementation upon the effective date.
- **IT Evaluation and Compliance** - Troon's IT team will immediately evaluate the need for computers, servers and PCI compliance to develop a transition plan and critical needs to present to The City.
- **Press Release** - Troon has the expertise of the industry's leading public relations and media firm in the golf industry. None of our competitors can provide the expertise, brand awareness news and media coverage that Troon can provide to The City. Immediately upon execution of the Management Contract, Troon will present a DRAFT Press Release for review and approval by The City. Once approved, Troon will distribute to all regional and national golf and golf related press contacts for immediate release.

HUMAN RESOURCES

- **Key Personnel** - Troon will begin evaluation of potential candidates to determine strengths and weaknesses of each individual and their ability/desire to meet our expectations for each position. As part of the employee evaluation, Troon will be looking at current quality of work, adaptability, attitude, people skills, entrepreneurial spirit, and a passion for improvement.
- **Employee Enrollment** - Troon's Human Resource representatives will be on site to enroll all new employees and answer any final questions regarding compensation, benefits, etc. Employees will be provided with job descriptions, Troon's policies and procedures manual and all other training materials per their specific role and responsibilities.
- **GUEST Experience™ Training** - Troon will conduct our Guest Service Training Program for all employees prior to the opening date.



Yocha Dehe Golf Club, Brooks, CA

SECTION VII – ANNUAL BUDGET AND FIVE YEAR PROFORMA





Montebello



CLUB SUMMARY

ROUNDS OF GOLF	6,500	6,500	7,800	7,800	6,500	6,500	3,900	3,900	3,900	3,900	3,900	3,900	65,000
	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL
REVENUES													
Greens Fees	\$ 193,563	\$ 193,788	\$ 232,275	\$ 232,275	\$ 193,563	\$ 193,563	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 1,935,850
Cart Fees	\$ 42,250	\$ 42,250	\$ 50,700	\$ 50,700	\$ 42,250	\$ 42,250	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 422,500
Pro Shop Sales	\$ 13,500	\$ 13,500	\$ 16,200	\$ 16,200	\$ 13,500	\$ 13,500	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 135,000
Other Golf Revenues (club rental)	\$ 4,875	\$ 4,875	\$ 5,850	\$ 5,850	\$ 4,875	\$ 4,875	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 48,750
TOTAL REVENUE	\$ 254,188	\$ 254,413	\$ 305,025	\$ 305,025	\$ 254,188	\$ 254,188	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 2,542,100
COST OF SALES													
COGS - Pro Shop Merch.	70.0%	\$ 9,450	\$ 9,450	\$ 11,340	\$ 11,340	\$ 9,450	\$ 9,450	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 94,500
TOTAL COST OF SALES		\$ 9,450	\$ 9,450	\$ 11,340	\$ 11,340	\$ 9,450	\$ 9,450	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 94,500
GROSS INCOME		\$ 244,738	\$ 244,963	\$ 293,685	\$ 293,685	\$ 244,738	\$ 244,738	\$ 146,843	\$ 146,843	\$ 146,843	\$ 146,843	\$ 146,843	\$ 2,447,600
LABOR													
Golf Operations Labor	\$ 29,524	\$ 32,865	\$ 32,074	\$ 32,865	\$ 32,865	\$ 32,074	\$ 30,230	\$ 26,974	\$ 27,595	\$ 27,595	\$ 25,731	\$ 38,913	\$ 369,309
Golf Course Maintenance Labor	\$ 42,466	\$ 43,882	\$ 42,466	\$ 43,882	\$ 43,882	\$ 42,466	\$ 43,882	\$ 42,466	\$ 43,882	\$ 43,882	\$ 39,635	\$ 43,882	\$ 516,671
Total Direct Labor	\$ 71,990	\$ 76,747	\$ 74,540	\$ 76,747	\$ 76,747	\$ 74,540	\$ 74,112	\$ 69,440	\$ 71,477	\$ 71,477	\$ 65,366	\$ 82,795	\$ 885,980
Total Payroll Taxes	9.5%	\$ 6,839	\$ 7,291	\$ 7,081	\$ 7,291	\$ 7,291	\$ 7,081	\$ 6,597	\$ 6,790	\$ 6,790	\$ 6,210	\$ 7,865	\$ 84,168
Total Medical/Health Benefits	5.7%	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 50,884
Insurance - Workers Comp	\$ 65,000 7.3%	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 5,417	\$ 65,000
Total Labor Burden		\$ 16,648	\$ 17,100	\$ 16,890	\$ 17,100	\$ 16,890	\$ 16,849	\$ 16,405	\$ 16,599	\$ 14,779	\$ 16,018	\$ 17,674	\$ 200,052
TOTAL LABOR EXPENSE		\$ 88,638	\$ 93,847	\$ 91,430	\$ 93,847	\$ 91,430	\$ 90,961	\$ 85,846	\$ 88,076	\$ 86,256	\$ 81,385	\$ 100,469	\$ 1,086,032
Total Labor as a % of Total Revenue		35%	37%	30%	31%	37%	36%	60%	56%	58%	57%	53%	43%
OTHER OPERATIONAL EXPENSES													
Golf Operations Expense	\$ 8,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 4,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 25,420
General & Administrative Expense	\$ 15,913	\$ 15,917	\$ 16,803	\$ 16,803	\$ 15,913	\$ 15,913	\$ 14,134	\$ 14,134	\$ 14,134	\$ 14,104	\$ 14,104	\$ 14,104	\$ 181,977
Golf Course Maintenance Expense	\$ 34,245	\$ 26,505	\$ 31,255	\$ 41,845	\$ 37,738	\$ 33,888	\$ 32,955	\$ 30,915	\$ 23,855	\$ 23,855	\$ 28,955	\$ 31,798	\$ 377,609
Sales and Marketing Expense	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 46,900
Golf Cart Lease (Feeds from Golf Cart Lease Tab)	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 4,140	\$ 49,680
Equipment Lease - Existing JD - Ends 9/2025	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 7,350	\$ 88,200
New Equipment \$ 200,000 60 Months 8%	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 4,055	\$ 48,660
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C 12 Months equal	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 42,000
TOTAL OTHER OPERATIONAL EXPENSES	\$ 82,363	\$ 66,177	\$ 71,813	\$ 83,853	\$ 77,406	\$ 73,556	\$ 72,294	\$ 71,804	\$ 61,744	\$ 62,964	\$ 66,814	\$ 69,657	\$ 860,446
TOTAL EXPENSES	\$ 171,001	\$ 160,024	\$ 163,243	\$ 177,700	\$ 171,253	\$ 164,986	\$ 163,255	\$ 157,650	\$ 149,820	\$ 149,220	\$ 148,199	\$ 170,126	\$ 1,946,478
EBITDAR / OPERATING INCOME	\$ 73,736	\$ 84,939	\$ 130,442	\$ 115,985	\$ 73,484	\$ 79,751	\$ (16,413)	\$ (10,807)	\$ (2,978)	\$ (2,378)	\$ (1,356)	\$ (23,283)	\$ 501,122
CUMULATIVE EBITDAR	\$ 46,719	\$ 131,658	\$ 262,099	\$ 378,085	\$ 451,569	\$ 531,320	\$ 514,907	\$ 504,100	\$ 501,122	\$ (2,378)	\$ (3,734)	\$ (27,017)	
OPERATING MARGIN	29%	33%	43%	38%	29%	31%	-11%	-7%	-2%	-2%	-1%	-15%	20%



MONTEBELLO



OUT YEAR PROFORMA

Golf	\$ 36.28	\$ 37.01	\$ 37.75	\$ 38.50	\$ 38.89
Retail	\$ 2.08	\$ 2.16	\$ 2.25	\$ 2.34	\$ 2.43
Other	\$ 0.75	\$ 0.76	\$ 0.78	\$ 0.79	\$ 0.83
TOTAL	\$ 39.11	\$ 39.93	\$ 40.77	\$ 41.63	\$ 42.14

YEAR	TOTAL ROUNDS OF GOLF	65,000	66,300	67,626	68,979	68,979	336,883
		1	2	3	4	5	Years 1 to 5
		2024	2025	2026	2027	2028	TOTAL
REVENUES							
Greens Fees		\$ 1,935,850	\$ 2,014,058	\$ 2,095,426	\$ 2,180,082	\$ 2,201,882	\$ 10,427,298
Pro Shop Sales		\$ 135,000	\$ 143,208	\$ 151,915	\$ 161,151	\$ 167,598	\$ 758,872
Other Golf Revenues (club rental, handicap, locker, bag storage)		\$ 48,750	\$ 50,700	\$ 52,728	\$ 54,837	\$ 57,031	\$ 264,046
TOTAL REVENUE		\$ 2,542,100	\$ 2,647,535	\$ 2,757,397	\$ 2,871,874	\$ 2,907,072	\$ 13,725,978
COST OF SALES							
COGS - Pro Shop Merch.	70%	\$ 94,500	\$ 100,246	\$ 106,341	\$ 112,806	\$ 117,318	\$ 531,210
TOTAL COST OF SALES		\$ 94,500	\$ 100,246	\$ 106,341	\$ 112,806	\$ 117,318	\$ 531,210
GROSS INCOME		\$ 2,447,600	\$ 2,547,290	\$ 2,651,056	\$ 2,759,068	\$ 2,789,754	\$ 13,194,768
LABOR							
	Increase >>	3.0%	3.0%	3.0%	3.0%	3.0%	
Golf Operations Labor		\$ 369,309	\$ 380,388	\$ 391,800	\$ 403,554	\$ 415,660	\$ 1,960,710
Golf Course Maintenance Labor		\$ 516,671	\$ 532,171	\$ 548,136	\$ 564,580	\$ 581,518	\$ 2,743,077
Total Direct Labor		\$ 885,980	\$ 912,559	\$ 939,936	\$ 968,134	\$ 997,178	\$ 4,703,787
Total Payroll Taxes		\$ 84,168	\$ 86,693	\$ 89,294	\$ 91,973	\$ 94,732	\$ 446,860
Total Medical/Health Benefits		\$ 50,884	\$ 52,411	\$ 53,983	\$ 55,602	\$ 57,270	\$ 270,150
Insurance - Workers Comp		\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158	\$ 345,094
TOTAL LABOR		\$ 1,086,032	\$ 1,118,613	\$ 1,152,171	\$ 1,186,736	\$ 1,222,338	\$ 5,765,890
OTHER OPERATIONAL EXPENSES							
	Increase >>	3.0%	3.0%	3.0%	3.0%	3.0%	
Golf Operations Expense		\$ 25,420	\$ 16,183	\$ 16,668	\$ 17,168	\$ 17,683	\$ 93,122
General & Administrative Expense		\$ 181,977	\$ 169,936	\$ 175,034	\$ 180,285	\$ 185,694	\$ 892,926
Golf Course Maintenance Expense		\$ 377,609	\$ 368,937	\$ 387,505	\$ 406,631	\$ 426,329	\$ 1,967,012
Sales and Marketing Expense		\$ 46,900	\$ 48,307	\$ 49,756	\$ 51,249	\$ 52,786	\$ 248,998
Golf Cart Lease (Feeds from Golf Cart Lease Tab)		\$ 49,680	\$ 49,680	\$ 55,000	\$ 55,000	\$ 55,000	\$ 264,360
Equipment Lease - Existing JD - Ends 9/2025		\$ 88,200	\$ 44,100	\$ -	\$ -	\$ -	\$ 132,300
New Equipment \$ 200,000 60 Months 8%		\$ 48,660	\$ 48,660	\$ 48,660	\$ 48,660	\$ 48,660	\$ 243,300
Utilities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C		\$ 42,000	\$ 43,260	\$ 44,558	\$ 45,895	\$ 47,271	\$ 222,984
TOTAL OTHER OPERATIONAL EXPENSES		\$ 860,446	\$ 789,063	\$ 777,182	\$ 804,887	\$ 833,424	\$ 4,065,002
TOTAL EXPENSES		\$ 1,946,478	\$ 1,907,676	\$ 1,929,353	\$ 1,991,624	\$ 2,055,762	\$ 9,830,892
EBITDAR		\$ 501,122	\$ 639,614	\$ 721,704	\$ 767,444	\$ 733,991	\$ 3,363,876
CUMULATIVE EBITDAR		\$ 501,122	\$ 1,140,736	\$ 1,862,440	\$ 2,629,884	\$ 3,363,876	
OPERATING MARGIN		20%	24%	26%	27%	25%	25%



Montebello
GOLF REVENUE



	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total
Total Rounds	6,500	6,500	7,800	7,800	6,500	6,500	3,900	3,900	3,900	3,900	3,900	3,900	65,000
REVENUES													
Green Fees	\$ 193,563	\$ 193,563	\$ 232,275	\$ 232,275	\$ 193,563	\$ 193,563	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 1,935,625
Cart Fees	\$ 42,250	\$ 42,250	\$ 50,700	\$ 50,700	\$ 42,250	\$ 42,250	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 422,500
Golf Shop Sales	\$ 13,500	\$ 13,500	\$ 16,200	\$ 16,200	\$ 13,500	\$ 13,500	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	\$ 135,000
Other Golf Revenues (club rental, handicap, locker, bag storage)	\$ 4,875	\$ 4,875	\$ 5,850	\$ 5,850	\$ 4,875	\$ 4,875	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 48,750
TOTAL REVENUE	\$ 254,188	\$ 254,188	\$ 305,025	\$ 305,025	\$ 254,188	\$ 254,188	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 152,513	\$ 2,084,338

PRO SHOP APR	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	
PRO SHOP COST OF SALES	\$ 9,450	\$ 9,450	\$ 11,340	\$ 11,340	\$ 9,450	\$ 9,450	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 94,500
TOTAL PRO SHOP COST OF SALES	\$ 9,450	\$ 9,450	\$ 11,340	\$ 11,340	\$ 9,450	\$ 9,450	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 5,670	\$ 94,500
GROSS INCOME GOLF OPERATIONS	\$ 244,738	\$ 244,738	\$ 293,685	\$ 293,685	\$ 244,738	\$ 244,738	\$ 146,843	\$ 146,843	\$ 146,843	\$ 146,843	\$ 146,843	\$ 146,843	\$ 2,447,375

		Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL
SUMMARY OF ROUNDS		10%	10%	12%	12%	10%	10%	6%	6%	6%	6%	6%	6%	100%
OUTING ROUNDS	20,000	2,000	2,000	2,400	2,400	2,000	2,000	1,200	1,200	1,200	1,200	1,200	1,200	20,000
Outing Weekend	50%	1,000	1,000	1,200	1,200	1,000	1,000	600	600	600	600	600	600	10,000
Outing Weekday	50%	1,000	1,000	1,200	1,200	1,000	1,000	600	600	600	600	600	600	10,000
PUBLIC ROUNDS	45,000	4,500	4,500	5,400	5,400	4,500	4,500	2,700	2,700	2,700	2,700	2,700	2,700	45,000
Resident	50%	2,250	2,250	2,700	2,700	2,250	2,250	1,350	1,350	1,350	1,350	1,350	1,350	22,500
Non Resident	50%	2,250	2,250	2,700	2,700	2,250	2,250	1,350	1,350	1,350	1,350	1,350	1,350	22,500
	65,000	6,500	6,500	7,800	7,800	6,500	6,500	3,900	3,900	3,900	3,900	3,900	3,900	65,000
		10%	10%	12%	12%	10%	10%	6%	6%	6%	6%	6%	6%	100%

ROUNDS DISTRIBUTION

6 /10 HOLE														
Weekday		1,000	1,000	1,200	1,200	1,000	1,000	600	600	600	600	600	600	10,000
Weekend		1,000	1,000	1,200	1,200	1,000	1,000	600	600	600	600	600	600	10,000
Total Outings Rounds		2,000	2,000	2,400	2,400	2,000	2,000	1,200	1,200	1,200	1,200	1,200	1,200	20,000
9 HOLE														
Weekday		1,575	1,575	1,890	1,890	1,575	1,575	945	945	945	945	945	945	15,750
Weekend		1,575	1,575	1,890	1,890	1,575	1,575	945	945	945	945	945	945	15,750
Resident		675	675	810	810	675	675	405	405	405	405	405	405	6,750
Jr. / Sr. / Twilight		675	675	810	810	675	675	405	405	405	405	405	405	6,750
		4,500	4,500	5,400	5,400	4,500	4,500	2,700	2,700	2,700	2,700	2,700	2,700	45,000

		GOLF RATE SCHEDULE													
PUBLIC RATES		Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	AVERAGE	
6 /10 HOLE															
Weekday		\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	\$ 17.50	
Weekend		\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	
APR Outing Green Fee		\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	
9 HOLE															
Weekday		\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	
Weekend		\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	
Resident		\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	
Jr. / Sr. / Twilight		\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	\$ 22.50	
APR Public WD Green Fee		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
		GOLF REVENUE													
GREEN FEES		Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL	
6 /10 HOLE															
Weekday		\$ 17,500	\$ 17,500	\$ 21,000	\$ 21,000	\$ 17,500	\$ 17,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 175,000	
Weekend		\$ 22,500	\$ 22,500	\$ 27,000	\$ 27,000	\$ 22,500	\$ 22,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 225,000	
Total Outings Green Fees		\$ 40,000	\$ 40,000	\$ 48,000	\$ 48,000	\$ 40,000	\$ 40,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 400,000	
PUBLIC REVENUE															
Weekday		\$ 55,125	\$ 55,125	\$ 66,150	\$ 66,150	\$ 55,125	\$ 55,125	\$ 33,075	\$ 33,075	\$ 33,075	\$ 33,075	\$ 33,075	\$ 33,075	\$ 551,250	
Weekend		\$ 63,000	\$ 63,000	\$ 75,600	\$ 75,600	\$ 63,000	\$ 63,000	\$ 37,800	\$ 37,800	\$ 37,800	\$ 37,800	\$ 37,800	\$ 37,800	\$ 630,000	
Resident		\$ 20,250	\$ 20,250	\$ 24,300	\$ 24,300	\$ 20,250	\$ 20,250	\$ 12,150	\$ 12,150	\$ 12,150	\$ 12,150	\$ 12,150	\$ 12,150	\$ 202,500	
Jr. / Sr. / Twilight		\$ 15,188	\$ 15,188	\$ 18,225	\$ 18,225	\$ 15,188	\$ 15,188	\$ 9,113	\$ 9,113	\$ 9,113	\$ 9,113	\$ 9,113	\$ 9,113	\$ 151,875	
Total Public WE Green Fees		\$ 153,563	\$ 153,563	\$ 184,275	\$ 184,275	\$ 153,563	\$ 153,563	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 1,535,625	
Sub Total Green Fees Public		\$ 153,563	\$ 153,563	\$ 184,275	\$ 184,275	\$ 153,563	\$ 153,563	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 92,138	\$ 1,535,625	
TOTAL GREEN FEE REVENUE		\$ 193,563	\$ 193,563	\$ 232,275	\$ 232,275	\$ 193,563	\$ 193,563	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 116,138	\$ 1,935,625	
APR Total Green Fee		\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	\$ 29.78	

GOLF REVENUE, CONT.													
	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	
CART FEES													
6 / 10 Hole	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
9 Hole	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
CART UTILIZATION													
6 / 10 Hole	4,225	4,225	5,070	5,070	4,225	4,225	2,535	2,535	2,535	2,535	2,535	2,535	34,645
9 Hole	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	53%
	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	
	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	
CART FEE REVENUE													
Outing Cart Revenue	\$ 13,000	\$ 13,000	\$ 15,600	\$ 15,600	\$ 13,000	\$ 13,000	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 106,600
Public Cart Revenue	\$ 29,250	\$ 29,250	\$ 35,100	\$ 35,100	\$ 29,250	\$ 29,250	\$ 17,550	\$ 17,550	\$ 17,550	\$ 17,550	\$ 17,550	\$ 17,550	\$ 239,850
TOTAL CART FEE REVENUE	\$ 42,250	\$ 42,250	\$ 50,700	\$ 50,700	\$ 42,250	\$ 42,250	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 25,350	\$ 346,450
APR Total Cart Fee	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$5.33
OTHER GOLF REVENUE													
Club Rental	\$ 3,250	\$ 3,250	\$ 3,900	\$ 3,900	\$ 3,250	\$ 3,250	\$ 1,950	\$ 1,950	\$ 1,950	\$ 1,950	\$ 1,950	\$ 1,950	\$ 32,500
Sets Rented	325	325	390	390	325	325	195	195	195	195	195	195	
Pull Carts	\$ 1,625	\$ 1,625	\$ 1,950	\$ 1,950	\$ 1,625	\$ 1,625	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 16,250
Pull Carts Rented	325	325	390	390	325	325	195	195	195	195	195	195	
TOTAL OTHER GOLF REVENUE	\$ 4,875	\$ 4,875	\$ 5,850	\$ 5,850	\$ 4,875	\$ 4,875	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 48,750
APR Total Other Golf Revenue	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75



Montebello



GOLF OPERATIONS EXPENSE

GOLF OPERATIONS				30	31	30	31	31	30	31	30	31	31	28	31	275	
				Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25		
Salary Labor	Months	Ann. Salary															
	12	\$ 100,000	Salary	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 8,333	\$ 100,000	
- Director of Golf	12	\$ 27.00	Hourly	\$ 4,616	\$ 4,770	\$ 4,616	\$ 4,770	\$ 4,770	\$ 4,616	\$ 4,770	\$ 4,616	\$ 4,770	\$ 4,770	\$ 4,308	\$ 4,770	\$ 56,159	
- Head Golf Professional																	
Hourly Labor																4,160 Annual Hours	
- Golf Shop Attendant	\$ 17.00			\$ 6,630	\$ 7,905	\$ 7,650	\$ 7,905	\$ 7,905	\$ 7,650	\$ 6,851	\$ 5,610	\$ 5,797	\$ 5,797	\$ 5,797	\$ 5,236	6,324 \$ 81,260	
Hours per day				13.0	15.0	15.0	15.0	15.0	15.0	13.0	11.0	11.0	11.0	11.0	11.0	12.0 4,780 Annual Hours	
- Outside Guest Services	\$ 17.00			\$ 6,630	\$ 7,905	\$ 7,650	\$ 7,905	\$ 7,905	\$ 7,650	\$ 6,851	\$ 5,610	\$ 5,797	\$ 5,797	\$ 5,797	\$ 5,236	6,324 \$ 81,260	
Hours per day				13.0	15.0	15.0	15.0	15.0	15.0	13.0	11.0	11.0	11.0	11.0	11.0	12.0 4,780 Annual Hours	
- Course Advisors	\$ 17.00			\$ 3,315	\$ 3,953	\$ 3,825	\$ 3,953	\$ 3,953	\$ 3,825	\$ 3,426	\$ 2,805	\$ 2,899	\$ 2,899	\$ 2,899	\$ 2,618	3,162 \$ 40,630	
Hours per day				6.5	7.5	7.5	7.5	7.5	7.5	6.5	5.5	5.5	5.5	5.5	5.5	6.0 2,390 Annual Hours	
- Bonus Pool	10.00%	Director of Golf		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
Total Direct Labor Expense				\$ 29,524	\$ 32,865	\$ 32,074	\$ 32,865	\$ 32,865	\$ 32,074	\$ 30,230	\$ 26,974	\$ 27,595	\$ 27,595	\$ 25,731	\$ 38,913	\$ 369,309	
- Payroll Taxes	9.5%			\$ 2,952	\$ 3,287	\$ 3,207	\$ 3,287	\$ 3,287	\$ 3,207	\$ 3,023	\$ 2,697	\$ 2,760	\$ 2,760	\$ 2,573	\$ 3,891	\$ 36,931	
TOTAL GOLF LABOR				\$ 32,477	\$ 36,152	\$ 35,282	\$ 36,152	\$ 36,152	\$ 35,282	\$ 33,254	\$ 29,672	\$ 30,355	\$ 30,355	\$ 28,305	\$ 42,804	\$ 406,240	
																Annual Hours	16,110
																FTE Equivalent	7.75

Montebello

GOLF OPERATIONS EXPENSE

Golf Operations Other Expenses	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL
- Cart Repairs	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
- Equipment Maint & Repair - Fix	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
- Equipment Rental	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
- Linen/Laundry-Golf	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
- Management Travel (Onsite Staff)	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 85	\$ 1,020
- Pull Carts	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
- Supplies	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
- Supplies - Cleaning	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200
- Supplies - Scorecards & Pencils	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 3,000
- Training / Staff Development	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
- Uniforms	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 3,000
- Pro Shop Supplies and Fixtures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Electric - (USE FOR ELECTRIC GOLF CARTS ONLY)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Gas / Propane	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Water / Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL GOLF OPERATION EXPENSES	\$ 8,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 4,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 1,285	\$ 21,565
TOTAL GOLF LABOR AND OTHER EXPENSES	\$40,762	\$37,437	\$36,567	\$37,437	\$37,437	\$36,567	\$34,539	\$33,957	\$31,640	\$31,640	\$29,590	\$44,089	\$ 431,660



Montebello



GOLF COURSE MAINTENANCE EXPENSE

GOLF COURSE MAINTENANCE				Total Days for Month ==>				30	31	30	31	31	30	31	30	31	28	31	275	
				Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total				
Labor	Crew #		AnnSal/Hrly	Daily Hours																
- Head Superintendent	1	12	\$ 112,116		\$ 9,215	\$ 9,522	\$ 9,215	\$ 9,522	\$ 9,522	\$ 9,215	\$ 9,522	\$ 9,215	\$ 9,522	\$ 9,522	\$ 8,601	\$ 9,522	\$		112,116	
- Mechanic	1	12	\$ 30.00	8.0	\$ 5,129	\$ 5,300	\$ 5,129	\$ 5,300	\$ 5,300	\$ 5,129	\$ 5,300	\$ 5,129	\$ 5,300	\$ 5,300	\$ 4,787	\$ 5,300	\$		62,399	
- Irrigation Technician	1	12	\$ 25.00	8.0	\$ 4,274	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,416	\$ 3,989	\$ 4,416	\$		51,999	
- Chemical Operator	1	12	\$ 24.50	8.0	\$ 4,188	\$ 4,328	\$ 4,188	\$ 4,328	\$ 4,328	\$ 4,188	\$ 4,328	\$ 4,188	\$ 4,328	\$ 4,328	\$ 3,909	\$ 4,328	\$		50,959	
- Foreman	1	12	\$ 25.00	8.0	\$ 4,274	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,274	\$ 4,416	\$ 4,416	\$ 3,989	\$ 4,416	\$		51,999	
- Groundskeeper I	2	12	\$ 18.00	8.0	\$ 6,154	\$ 6,360	\$ 6,154	\$ 6,360	\$ 6,360	\$ 6,154	\$ 6,360	\$ 6,154	\$ 6,360	\$ 6,360	\$ 5,744	\$ 6,360	\$		74,879	
- Groundskeeper II - Light Equipment	3	12	\$ 18.00	8.0	\$ 9,232	\$ 9,539	\$ 9,232	\$ 9,539	\$ 9,539	\$ 9,232	\$ 9,539	\$ 9,232	\$ 9,539	\$ 9,539	\$ 8,616	\$ 9,539	\$		112,319	
																			Annual Hours	20,800
																			FTE Equivalent	10
10																				
Total Direct Labor Expense				\$ 42,466	\$ 43,882	\$ 42,466	\$ 43,882	\$ 43,882	\$ 42,466	\$ 43,882	\$ 42,466	\$ 43,882	\$ 43,882	\$ 39,635	\$ 43,882	\$	516,671			
Payroll Taxes				\$ 4,034	\$ 4,169	\$ 4,034	\$ 4,169	\$ 4,169	\$ 4,034	\$ 4,169	\$ 4,034	\$ 4,169	\$ 4,169	\$ 3,765	\$ 4,169	\$	49,084			
TOTAL GOLF COURSE MAINTENANCE LABOR				\$ 46,500	\$ 48,050	\$ 46,500	\$ 48,050	\$ 48,050	\$ 46,500	\$ 48,050	\$ 46,500	\$ 48,050	\$ 48,050	\$ 43,400	\$ 48,050	\$	565,755			
Golf Course Maintenance Other Expenses				Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Total				
- Aerification				\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000				
- Audubon				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ 350				
- Chamber / Organizational Dues / Turf Net				\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ -	\$ 1,550				
- Chemicals - Fungicides				\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 1,900	\$ 2,400	\$ 4,000	\$ 30,800				
- Chemicals - Growth Regulators				\$ 750	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 750	\$ 750	\$ 10,750				
- Chemicals - Herbicides				\$ 3,500	\$ 500	\$ 2,500	\$ 2,500	\$ 500	\$ 500	\$ 500	\$ 2,500	\$ 2,500	\$ 3,500	\$ 2,000	\$ 3,500	\$ 24,500				
- Chemicals - Insecticides				\$ -	\$ -	\$ 3,000	\$ 1,000	\$ 3,000	\$ 1,000	\$ 3,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000				
- Chemicals - Lakes				\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 20,500				
- Chemicals - Wetting Agents				\$ -	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ -	\$ 1,500	\$ 10,000				
- Common Area Maintenance				\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000				
- Drainage Materials				\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500	\$ 2,500				
- Education				\$ -	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,750				
- Equipment Maint & Repair - Fix				\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 20,000				
- Equipment Maint & Repair - Preventative				\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,500	\$ 1,500	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 15,500				
- Fertilizer - Fairways / Roughs				\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 4,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,500	\$ 3,000	\$ 35,500				
- Fertilizer - Greens				\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 750	\$ 750	\$ 750	\$ 21,750				
- Fertilizer - Tees				\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 400	\$ 400	\$ 200	\$ 400	\$ 500	\$ 5,400				
- Garbage Removal				\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 433	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,183				
- Gas / Diesel				\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000				
- Irrigation Repairs				\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 9,000				
- Licenses, Fees & Permits				\$ 750	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 3,000				
- Oil / Lube				\$ 300	\$ 300	\$ 300	\$ 300	\$ 483	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3	\$ 3,486				
- Outside Services				\$ 3,500	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 11,000				
- Phone - Cell				\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200				
- Phone - Telco Service				\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 80	\$ 960				
- Pre-Emergents (Fairways, Roughs, Greens, Tees)				\$ 4,140	\$ -	\$ -	\$ 4,140	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,140	\$ 14,920				
- R&M - Lake Maintenance				\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500				
- Safety Equipment				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ -	\$ 750				
- Sand - Bunkers				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500				
- Sand - Top Dressing (Greens, Tees, Fairways)				\$ 3,000	\$ -	\$ 3,000	\$ 2,500	\$ 3,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ 2,500	\$ -	\$ 22,500				
- Seed				\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000				
- Small Equipment / Hand Tools				\$ 500	\$ 500	\$ 500	\$ 1,500	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500	\$ 1,000	\$ 500	\$ 10,000				
- Soil Amendments				\$ -	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 5,000				
- Supplies				\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 173	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,273				
- Supplies - Cleaning				\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 900				
- Supplies - Course				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 865	\$ -	\$ -	\$ 4,500	\$ -	\$ 6,365				
- Supplies - Landscape				\$ 500	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 5,000				
- Supplies - Office				\$ 200	\$ 50	\$ 50	\$ 50	\$ 150	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 850				
- Supplies - Shop				\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 500	\$ -	\$ 622	\$ -	\$ 500	\$ -	\$ 500	\$ 3,122				
- Training / Staff Development				\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 1,500				
- Uniforms				\$ 750	\$ 750	\$ 750	\$ 2,250	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 2,250	\$ 750	\$ 12,000				
- Waste Removal - Green Waste				\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 2,250	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,500	\$ 16,750				
- Utilities - Electric				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
- Utilities - Gas / Propane				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
- Utilities - Water / Sewer				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
- Utilities - Electric - Irrigation				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
- Water - Irrigation				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
TOTAL GOLF COURSE MAINTENANCE OTHER EXPENSES				\$ 34,245	\$ 26,505	\$ 31,255	\$ 41,845	\$ 37,738	\$ 33,888	\$ 32,955	\$ 30,915	\$ 23,855	\$ 23,655	\$ 28,955	\$ 31,798	\$	293,201			
TOTAL GOLF COURSE MAINTENANCE LABOR AND OTHER EXPENSES				\$ 80,745	\$ 74,555	\$ 77,755	\$ 89,895	\$ 85,788	\$ 80,388	\$ 81,005	\$ 77,415	\$ 71,905	\$ 71,705	\$ 72,355	\$ 79,848	\$	719,455			



Montebello



GENERAL AND ADMINISTRATIVE EXPENSES

GENERAL AND ADMINISTRATIVE

Total EE's eligible for Family Coverage ==	3	3	3	3	3	3	3	3	3	1	3	3
Total EE's eligible for Employee =====>	2	2	2	2	2	2	2	2	2	2	2	2
Total EE's eligible for Employee + Child(re	2	2	2	2	2	2	2	2	2	2	2	2
Total EE's eligible for Employee + Spouse	0	0	0	0	0	0	0	0	0	0	0	0
Total Days per Month =====>	30	31	30	31	31	30	31	30	31	31	28	31
Total Active EE's per Month =====	20	20	20	20	20	20	20	20	20	20	20	20
Enter Payroll Tax % For Each Month ==	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%

			Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	TOTAL
- Benefits	# of People Covered	Net Cost Per Month													
	3	\$ 910	Family Coverage	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 2,572	\$ 4,392	\$ 4,392	\$ 50,884
	2	\$ 349	Employee Coverage												
	2	\$ 482	Employee + Child(ren)												
	0	\$ 617	Employee + Spouse												
TOTAL GENERAL AND ADMINISTRATIVE LABOR				\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 4,392	\$ 2,572	\$ 4,392	\$ 4,392	\$ 39,528

General and Administrative Other Expenses

	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-24	Feb-24	Mar-24	TOTAL
- Bank Fees	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 4,200
- Building Maint & Repair	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
- Copier / Fax Lease	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 2,400
- Credit Card Fees	\$ 4,448	\$ 4,452	\$ 5,338	\$ 5,338	\$ 4,448	\$ 4,448	\$ 2,669	\$ 2,669	\$ 2,669	\$ 2,669	\$ 2,669	\$ 2,669	\$ 44,487
- Fedex / Courier	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- IT Support / Anti virus / Crash Plan / Caspernet Access / Off Site Back Up	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 420	\$ 420	\$ 420	\$ 5,310
- Management Central Services (HR Compliance, Controls & Compliance,	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 805	\$ 9,660
- Management Fee	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 96,000
- Management Travel - Corp Staff	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
- Payroll and Benefits Processing	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 560	\$ 6,720
- Phone - Cell	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
- Supplies	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Supplies - Cleaning	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Supplies - Office	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Utilities - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Gas / Propane	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Utilities - Water / Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
- Phone - Telco Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER GENERAL AND ADMINISTRATIVE EXPENSES				\$ 15,913	\$ 15,917	\$ 16,803	\$ 16,803	\$ 15,913	\$ 15,913	\$ 14,134	\$ 14,134	\$ 14,134	\$ 139,665
TOTAL GENERAL AND ADMINISTRATIVE LABOR AND OTHER EXPENSES				\$ 20,305	\$ 20,309	\$ 21,195	\$ 21,195	\$ 20,305	\$ 20,305	\$ 18,526	\$ 18,526	\$ 18,526	\$ 179,193



Montebello



SALES AND MARKETING EXPENSE

<u>Sales and Marketing Other Expenses</u>	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-24	Feb-24	Mar-24	Total
- Advertising - Electronic	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
- Collateral Materials	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
- Community Programming	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
- Contingency	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
- CX Evaluations - Mystery Shops	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
- Graphic Design	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
- Reservation / POS System	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000
- Sales Management	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- SEO / Online Reputation Management	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
- Web Site / Digital Platform	\$ 1,450	\$ -	\$ -	\$ 1,450	\$ -	\$ -	\$ 1,450	\$ -	\$ -	\$ 1,450	\$ -	\$ -	\$ 5,800
Total Sales and Marketing Other Expenses	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 46,900
TOTAL SALES AND MARKETING LABOR AND OTHER E)	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 4,875	\$ 3,425	\$ 3,425	\$ 46,900

Startup Labor
OPERATIONS
Labor

- Director of Golf
- Head Superintendent
- Head Golf Professional
- Mechanic
- Irrigation Technician
- Chemical Operator
- Foreman
- Groundskeeper I
- Groundskeeper II

Months	Ann. Salary	
12	\$ 100,000	Salary
12	\$ 112,116	Salary
12	\$ 27.00	Hourly
12	\$ 30.00	Hourly
12	\$ 25.00	Hourly
12	\$ 24.50	Hourly
12	\$ 25.00	Hourly
12	\$ 18.00	Hourly
12	\$ 18.00	Hourly

31	28	31	90
Jan-24	Feb-24	Mar-24	
\$ 8,333	\$ 8,333	\$ 8,333	\$ 25,000
\$ 9,215	\$ 9,522	\$ 9,215	\$ 27,952
\$ -	\$ 4,308	\$ 4,770	\$ 9,078
\$ 5,129	\$ 5,300	\$ 5,129	\$ 15,557
\$ 4,274	\$ 4,416	\$ 4,274	\$ 12,964
\$ 4,188	\$ 4,328	\$ 4,188	\$ 12,705
\$ 4,274	\$ 4,416	\$ 4,274	\$ 12,964
\$ 6,154	\$ 6,360	\$ 6,154	\$ 18,668
\$ -	\$ -	\$ 9,232	\$ 9,232

Hourly Labor

- Golf Shop Attendant

\$ 17.00
Hours per day

\$ -	\$ -	\$ 7,905	\$ 7,905
0.0	0.0	15.0	

- Outside Guest Services

\$ 17.00
Hours per day

\$ -	\$ -	\$ 7,905	\$ 7,905
0.0	0.0	15.0	

- Course Advisors

\$ 17.00
Hours per day

\$ -	\$ -	\$ 3,953	\$ 3,953
0.0	0.0	7.5	

Total Direct Labor Expense

\$ 41,568	\$ 46,984	\$ 75,332	\$ 163,883
-----------	-----------	-----------	------------

- Payroll Taxes

9.5%

\$ 4,157	\$ 4,698	\$ 7,533	\$ 16,388
----------	----------	----------	-----------

TOTAL STARTUP LABOR

\$ 45,725	\$ 51,682	\$ 82,865	\$ 180,271
-----------	-----------	-----------	------------

Startup Expenses
Other Expenses

- Maintenance Startup - Course Supplies
- Trailer Rental
- Pro Shop Supplies and Fixtures
- POS System Hardware
- Maintenance Operating (Fertilizer, Chemical, Fuel, Sand, etc @75% of Q1 2025)

Jan-24	Feb-24	Mar-24	TOTAL
\$ 30,000	\$ -	\$ -	\$ 30,000
\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
\$ 15,000	\$ -	\$ -	\$ 15,000
\$ 7,500	\$ -	\$ -	\$ 7,500
\$ 17,741	\$ 21,716	\$ 23,849	\$ 63,306
\$ 75,241	\$ 26,716	\$ 28,849	\$ 130,806
\$ 120,966	\$ 78,398	\$ 111,713	\$ 322,077

TOTAL GOLF OPERATION EXPENSES
TOTAL GOLF LABOR AND OTHER EXPENSES

BUDGET ASSUMPTIONS

Startup Costs – January – March 2024

- Labor
 - o Golf Operations Startup Labor: **\$72,715**
 - o Golf Maintenance Startup Labor: **\$91,168**
 - o Total Startup Labor: **\$163,388**
- Expenses
 - o Maintenance Startup – Course Supplies: **\$30,000**
 - o Potential Trailer Rental: **\$15,000**
 - o Pro Shop Supplies and Fixtures: **\$15,000**
 - o POS System Hardware: **\$7,500**
 - o Maintenance Operation Expenses: **\$63,306**

Rounds – Year 1 (April 2024 – March 2025)

- 9 Hole Regulation Course
 - o **45,000** Rounds
- 6 / 10 Hole Course
 - o **20,000** Rounds

Rate Structure – Year 1 (April 2024 – March 2025)

- 9 Hole Regulation
 - o Weekday **\$35**
 - o Weekend **\$40**
 - o Resident **\$30**
 - o Jr. / Sr. / Twilight **\$22**
- 6 / 10 Hole
 - o Weekday **\$17.50**
 - o Weekend **\$22.50**

Golf Revenue – Year 1 (April 2024 – March 2025)

- In First Year of Operations, Troon Typically Does Not Offer Annual Passes
 - o Troon Will Offer Loyalty Programs
 - o The First Year Will Serve as a Baseline of What Fees Could and Should Be
 - o Troon Has Budgeted for Club Rentals and Pull Carts
 - Cart Rental **(\$10)** Total **\$32,500**
 - Pull Carts: **(\$5)** Total **\$16,250**

Equipment / Leases – Year 1 (April 2024 – March 2025)

- Assumed Existing John Deere Lease through 2025
- Troon Proposes a Procurement of Additional Maintenance Equipment of ~\$200,000
Financed Over a Five (5) Year Term
 - o Fairway Unit: \$70,000
 - o Top dresser: \$55,000
 - o Sand Pro: \$25,000
 - o Fairway Aerifier: \$45,000

Future Years

- Revenues
 - o Grow at an Average of 3.3% Per Annum
- Labor and Expenses
 - o Grow at 3% Per Year



The Club at Moffett Field, Mountain View, CA

CONSIDERATIONS / COST PROPOSAL



CONSIDERATIONS

Troon submits the following proposal for third-party management. Troon will provide complete turn-key management of Montebello including, golf operations, golf course maintenance, marketing and promotion, general and administrative functions, operating and capital budgeting, employee hiring and training, financial management, accounting services to include accounts payable and reporting.

Proposed Term: Five (5) years, with two (2) three (3) year renewals with mutual consent effective January 1, 2024, which will coincide with the Termination of the existing Maintenance Services Contract, which will provide Troon the contractual ability to start preparing for the re-opening of the facility from an operations and staffing perspective.

Structure: Troon shall remain solely responsible for all obligations of the agreement and The City shall have full recourse to Troon for any liabilities caused by Troon. Troon will employ all staff at Montebello in relation to Troon's scope. Club-level financial statements will be prepared by Troon and will coordinate with The City's accounting interface.

Club Operation: Troon shall operate Montebello pursuant to an annual budget, marketing and operations plan agreed to and approved by The City. All rates, fees, and expenses shall be defined in advance as part of the budget process. Troon shall not deviate from this plan without The City's consent. All expenses of operating Montebello as outlined in the Operating Budget shall be the responsibility of The City. All employees at Montebello shall be Troon employees and will work exclusively for the benefit of Montebello. All employee costs shall be part of the operating expense of Montebello. Troon will retain the exclusive right to hire and terminate employees.

Troon Oversight: Troon's operation of Montebello will be directed and overseen by Regional Directors in Golf and Agronomy based in California, as well as additional support from personnel based in Scottsdale, AZ.

Management Fees: For management and oversight of Montebello, Troon would earn the greater of a Monthly Management Fee of Eight Thousand Dollars (\$8,000) or four and one half percent (4.5%) of Gross Golf Revenues effective January 1, 2024. The base management fee shall increase by the

greater of two percent and one-half percent (2.5%) or CPI each year on the anniversary of the start of the management agreement.

Incentive Fee: Troon would be eligible to earn a performance-based annual incentive fee, equal to ten percent (10%) of the annual increase in total revenue from prior year.

Travel Allowance: Troon would be reimbursed for usual and customary travel expenses incurred in connection with oversight of Montebello.

ENCLOSURE 2
COST PROPOSAL
OPERATOR FOR MONTEBELLO GOLF COURSE

Name of Proposer: TROON GOLF, LLC

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Monthly Management Fee	Monthly	\$ *SEE BUDGET	\$ *SEE BUDGET
2.	All other monthly expenses for Golf Course and all required maintenance	Monthly	\$ *SEE BUDGET	\$ *SEE BUDGET
	Total items 1, 2			\$ *SEE BUDGET

TROON HAS INCLUDED IN OUR RESPONSE A DETAILED BUDGET THAT INCLUDES ALL REVENUES AND EXPENSES FOR MONTEBELLO. PLEASE REFERENCE IN "ANNUAL BUDGET AND FIVE YEAR PROFORMA" SECTION

Total Items 1 and 2 in Figures: \$ *SEE BUDGET

Total Items 1 and 2 in Words: *SEE BUDGET

Authorized Representative Signature:



Printed Name of Representative and Title:

JEFF HANSEN, EVP & GENERAL COUNSEL



Shadow Hills Golf Club, Indio, CA

EXCEPTIONS / DEVIATIONS



EXCEPTIONS / DEVIATIONS

Per RFP Appendix A, Section A(3)(i), Troon submits the following proposed Exceptions from the City's Draft Contract.

Troon proposes a third-party management structure in which Troon receives a base management fee and incentive management fee for its services with the City retaining the profits of the Facility and costs and expenses being paid by the revenues of the Facility and the City, such as employee and insurance costs. This structure is outlined in Troon's fee proposal. Furthermore, all equipment will be owned and leased by the City, unless otherwise agreed to by the parties. As such, Troon is proposing edits to the Draft Contract consistent with that structure. We will likely need to make additions to the Draft Contract during negotiations to address Centralized Services, Troon's Procurement and Insurance Programs, and other provisions that are applicable to the management structure proposed by Troon. Troon will make a sample management agreement available to the City upon request.

Funding and Bank Accounts

As a third-party management company, Troon does not incur debts on behalf of the facilities and then seek reimbursement. Instead, Troon's standard practice is for Troon to have access and signing authority to the Facility's bank account ("Facility") as established by, and under the name of the owner. A minimum balance is then maintained in that bank account as working capital and Troon pays debts as they become due, such as payroll, from that bank account. As such, Troon proposes that Section 2(c) be amended as follows:

"c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed and operating expenses incurred. The CONSULTANT shall not incur fees or costs which exceed the Compensation amounts budgeted in the annual plan without the prior written consent of the CITY.

City shall maintain necessary account(s) in City's name at a bank designated by the City (the "Facility Account"). In addition to the Facility Account, Consultant shall establish and/or maintain a separate payroll account (the "Payroll Account") which shall be solely owned by Consultant and funded from the Facility Account. Consultant shall be authorized to transfer funds from the Facility Account to the Payroll Account as necessary to pay all liabilities to the Consultant's employees at the facility. City shall be entitled to information regarding the payroll expenses paid by Consultant for all facility employees.

Consultant shall deposit all facility revenues and pay all operating expenses of the facility from the Facility Account. Upon the Commencement Date, City shall deposit in the Facility Account at least Seventy-Five Thousand dollars (\$75,000.00) (the "Minimum Balance"), and thereafter the Facility Account shall maintain a minimum balance equal to at least the Minimum Balance. The Minimum Balance shall serve as working capital for facility operations. City shall deposit into the Facility Account, within ten (10) calendar days of Consultant's request therefor, sufficient funds to make up any deficiency in the Minimum Balance."

Proprietary Information

Troon has certain proprietary information that it plans to use in the management of the facility. For the avoidance of doubt, Troon proposes the following addition to Section 5(b) regarding such proprietary information's ownership.

"b. b. All data, documents, discussion, or other information provided, developed or received by the CONSULTANT ~~or provided solely~~ for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such confidential written products shall be returned to the CITY, and all Troon Proprietary Information, as defined below, shall be returned to CONSULTANT, upon the termination or expiration of this Agreement. The ~~CONSULTANT agrees~~ parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

"Troon Proprietary Information" means all intellectual property relating to CONSULTANT or any of its Affiliates, the business affairs of CONSULTANT or any of its Affiliates, or any golf club, golf course or facility or other similar operation or similar facility which CONSULTANT or any of its Affiliates owns, leases or operates, including, without limitation: (i) the CONSULTANT's trademarks; (ii) proprietary documents, materials or software (including, without limitation, manuals, software programs, internal correspondence, operating standards manuals, agronomic standards manuals, and other items of a proprietary nature created by CONSULTANT or its Affiliates) specifically acquired, developed or modified in whole or in part by or for CONSULTANT or its Affiliates, and used in the operation of facility or in any CONSULTANT affiliated facility; (iii) guest and player data related to Troon loyalty programs; and (iv) any trade secrets and copyrightable or patentable subject matter developed, acquired, or licensed by CONSULTANT or any of its Affiliates in the operation of the facility or in any affiliated facility, and all intellectual property rights relating to any of the foregoing.

Termination for Cause

Troon requests more time to correct potential violations of a non-monetary nature. We also do not believe that the services being provided are such that expense reimbursement for termination is appropriate. As such, we propose the following changes to Section 8(a).

"a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) calendar days if such default relates to the payment of a sum of money and, in all other cases, within thirty (30) calendar days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate; provided, however, that if such event of default be of a non-monetary nature and if it cannot reasonably be remedied within such thirty (30) calendar day period, then such thirty (30) calendar day period shall be deemed to be extended for such additional period(s) as may reasonably be required to remedy the same if the defaulting party shall promptly commence to remedy such default upon receipt of notice from the non-defaulting party, and shall continue therewith with due diligence. ~~Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice.~~ In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account ~~and at the expense of the CONSULTANT.~~ The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. ~~This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract.~~ In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination."

Termination for Convenience

Drawing upon our successful two-decade track record of operation of the facilities, we are confident that our history demonstrates that termination without cause is unnecessary. In addition to this, Troon is fully prepared to use significant resources and personnel at the inception of the new contract and throughout its duration and anticipates any transfer of operations would take a significant amount of time. Under the circumstances, we do not believe termination without cause with short termination window is appropriate, and propose the following change to Section 8(b).

"b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ~~ten~~ one hundred and eighty (30180) business calendar days' written notice to the CONSULTANT. Upon the

termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "nonrefundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination."

Indemnification

As a third-party manager receiving a fee from the City, Troon does not accrue the economic benefit (such that an owner or lessee may receive) that might be attributable to taking on all risk at the Facility. Nevertheless, since we are being retained as the manager of the facility we are comfortable being responsible for the "bad acts" (i.e., negligence, malfeasance, willful misconduct) of our employees. We do this because, ultimately, the facility is asking us to manage the facility and we should be responsible for the acts of those people we put at the facility to carry out what we have been hired to do. To that end, Troon believes that the comma after "wrongful act" in Section 14 should be deleted such that "wrongful omissions" trigger indemnification and not "omissions" in general.

Insurance

Troon believes information regarding the City's property insurance at the facility should be outlined in Section 15. The costs of such insurance should also be an operating cost of the facility.

Assignment

Troon has wholly-owned subsidiaries in which it may assign tasks to under this Agreement. For example, all Troon employees, including employees working at facilities managed by Troon subsidiaries, are employed and paid through a Troon subsidiary, TG Administration, LLC, for purposes of consolidating and streamlining employment operations. We request that such assignments not require prior consent by the City. Troon also may have future financing that requires actions contemplated herein, we request that consent not be unreasonably withheld. Furthermore, if a third-party is approved to perform certain work, it should be a cost to the facility and not Troon. As such, Troon proposes the following edits to Section 4(d) and Section 16:

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

"SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION. This Agreement is a personal services agreement between CONSULTANT and CITY. Except with respect to an assignment by CONSULTANT to an Affiliate (or of a CONSULTANT'S right to receive payments hereunder), ~~The~~ the CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment to a non-Affiliate shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved. "Affiliate" means any corporation or other entity controlled by, controlling or under common control with CONSULTANT. The words "control", "controlled" and "controlling" mean ownership, directly or indirectly, of 50% or more of the legal or beneficial ownership interest of such corporation or other entity.

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

General

Troon also proposes that other language from its standard terms and conditions be added to the Agreement to provide further clarity on the obligations of both parties.



Native Oaks Golf Club, Valley Center, CA

APPENDICES

1. Sample Marketing Plan
2. Sample Reporting Packet
 - a. Weekly Client Report
 - b. Financial Reporting Packet

SAMPLE MARKETING PLAN

Sample Marketing Plan 2024



Montebello Golf Course



CONTENTS

1. Summary
2. Strategic Plan
3. Community Engagement
4. New Initiatives & Programs
5. Reputation Management
6. Social Networking
7. Professional Design Tools
8. Programing & Events
9. Outings & Group Sales
10. Rates & Dynamic Pricing
11. Loyalty & Rewards
12. Driving Range & Instruction
13. Junior Golf
14. Golf Course APP
15. Website
16. Email Marketing
17. Monitoring & Reporting Technology



TROON®

SUMMARY

The number of active, on-course golfers in the U.S. grew by half a million in 2020/21, up to 24.8 million. It was the most significant Y.O.Y. net increase since 2003, thanks to a record inflow of beginning and returning players (6.2M of them, which is 27% higher than the year before).

- Year-to-date rounds are running 19% ahead of the 2017-19 national average
- Total golf participation (on/off-course combined) up 8% Y.O.Y. to 36.9 million participants
- Net gain of 500K on-course golfers, the largest lift in 17 years, up to 24.8M

The number of Americans who didn't play on a course in the past year but suggest they're "very interested" in doing so rose to 17M in 2020 – a 10% increase over 2019 and up more than 40% since 2015. As interest continues to swell, there's been a concomitant rise in the number of beginners, which has hit an all-time high (in 2021).

Capturing and retaining the new influx of golf enthusiast, along with providing an inclusive opportunity for all residents to utilize the golf facilities in unique ways will separate our facilities from our competitors for long term growth and success.



TROON®

STRATEGIC PLAN

- Incentivize the avid golfer with rewards programs
- Programming for the new golfer - both adults and juniors
- Create opportunities for non-golfing family members to participate in programming at the facility
- Attract non-golf events and functions to the facility
- Invest in golf programs and opportunities for Montebello – not just the golfing one



TROON®

COMMUNITY ENGAGEMENT

Long term success will require a stronger engagement of the community. We will position the facilities as community centers that appeal to all residents and visitors, not just the local golfer demographic.

To this end, we would address the following focal points:

1. Variety of programing, including public events, health and wellness classes and inclusive opportunities for our residents to engage with each facility.
2. Data-driven targeted marketing.
3. Yield management (to include effective player mix
4. pricing evaluation and implementation of loyalty programs).
5. Improved guest experience.
6. Growth of the game initiatives.
7. Scholarships, interns and mentor programs to encourage personal growth opportunities for our community.



PROGRAMS & INITIATIVES

Montebello will initiate programs specific to the course and community, for example:

Afternoon FIT Club

- An afternoon walking program, similar to a gym membership with monthly dues

Operation 36

- Learning the game from the green backwards
- Students graduate back to further from the green after each session “passed”

Social Events

- Whiskey & Tee
- Wine & Tee
- Wine & 9
- Rock ‘N Range
- Movie Night

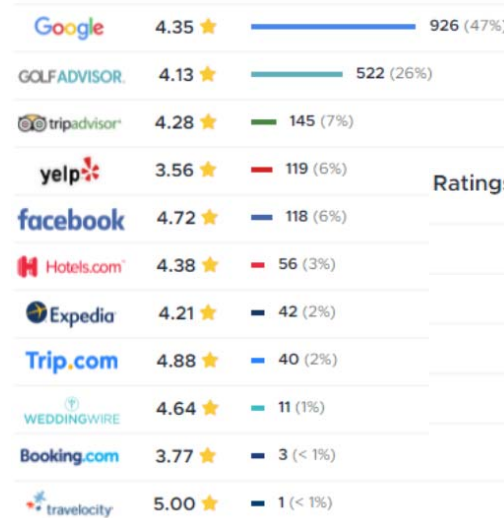


TROON®

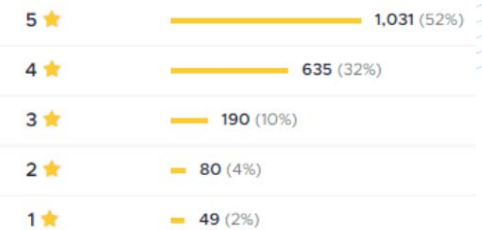
REPUTATION MANAGEMENT - REVIEWS

Online reviews have an incredible power to shape consumer behavior. More consumers than ever validate their purchase decisions by using social media and real-time feedback from other consumers as their key resources. When the voice of the customer speaks via third party review sites, it's important to listen and respond in a timely fashion. To maintain our brand reputation in the online space, we measure and address our guests feedback head on using the Review Trackers platform, positive and negative. We focus on timely responses for reviews on all outlets. We're primed to continually improve the guest experience and effectively maintain our online reputation as well as our in-house resident and guest feedback.

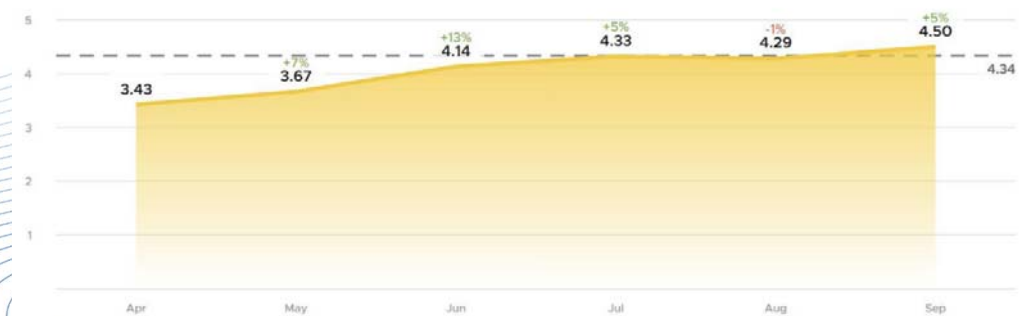
Review Sites Distribution



Ratings Distribution



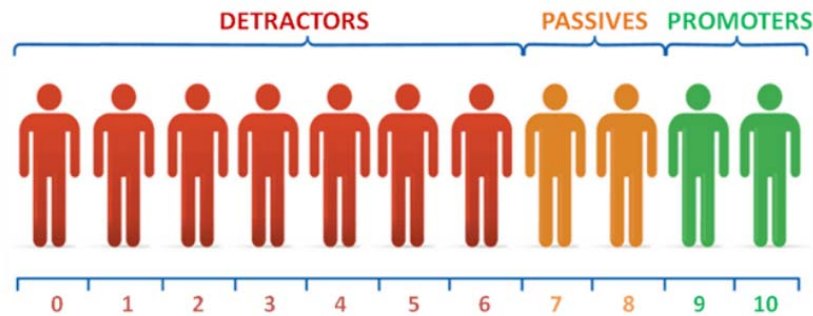
Average Rating



ReviewTrackers

REPUTATION MANAGEMENT – NPS SCORE

After every round played, golfers get a survey with 3 short questions (maximum one survey delivered per month) to help us generate a Net Promoter Score, and customer comments on what we do well and where we can improve upon. This NPS data point helps us to compare our customer experience course to course and with the broader hospitality industry as a whole.



$$\text{NPS} = \% \text{ of Promoters (9s and 10s)} - \% \text{ of Detractors (0s through 6s)}$$

How likely are you to recommend the course to a friend? | How can our course improve? | What does our course do well?

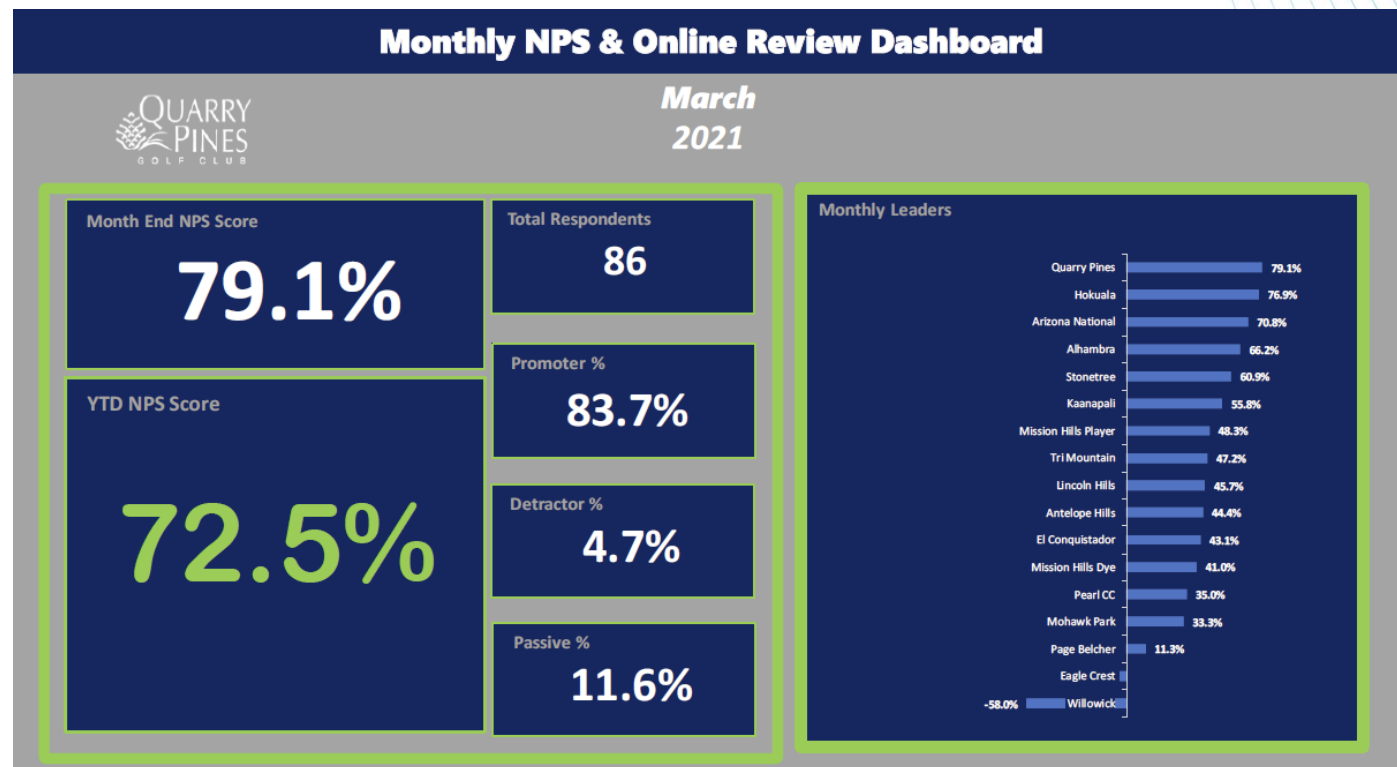
Extremely likely - 10 | Provide small coolers with water on the carts. The staff are friendly and helpful.

Extremely likely - 10 | Having a refreshment cart to sell drinks and snacks to players. The greens were manicured and well kept

TROON®

REPUTATION MANAGEMENT – NPS SCORE

Each facility will receive monthly NPS Score reports that show that month's NPS Score, Year to date NPS Score and how they compare to their sister courses. This report is used to uncover opportunities for improvement and the sharing of best practices by top performing clubs.



SOCIAL NETWORKING

Social media is an essential piece of your business marketing strategy. Social platforms help you connect with your customers, increase awareness about your brand, and boost your leads and sales.

With more than three billion people around the world using social media every month, we ensure that compelling content drives engagement and revenue by regularly posting to channels. Calendars are used to assist on-site teams with easy-to-follow best practices and content ideas.

Centralized Campaigns (created by our support team) supplements the organic content that we empower the field to create. Centralized Campaigns are scheduled out in advance utilizing best practices in order to gain the maximum engagement.

  SOCIAL MEDIA YEARLY OVERVIEW

Month	Publish Date	Theme/Subject	Type	Copy	Creative
January					
1.	01/01/2021	Happy New Year	Engagement	#2021 Hello 2021! Thank you to all our guests and golfers who spent their down time with us last year. We hope to see you, your families and friends back with us in 2021. 🙌 What goals do you have for your game this year? #Golf #GolfLife #HappyNewYear #2021	
2.	01/26/2021	Virtual PGA Show	Engagement	The 68th edition of the PGA Merchandise Show will shift to an all-virtual format for PGA Professionals and golf industry leaders to engage with new product launch events, dynamic exhibitor showcases, education sessions, one-to-one meetings, group networking & more. 🙌 What are you excited to learn more about? Comment 🗨️ #PGAShow #GolfLife #VirtualPGAShow	
February					
3.	02/07/2021	Superbowl Sunday	Engagement	Pumped for the big game? 🙌 We're trading up one and ship shots in for touchdowns and field goals today! Who do you think will win? #SuperBowl #GolfLife #GolfLife #SuperBowlSunday #Football	
4.	02/14/2021	Happy Valentine's Day	Engagement	We know it can be a love-hate relationship, but we want to hear all that you LOVE about golf! Whether it's a favorite club in your bag, favorite shot, or hole on the course, spread a little love by commenting what you love about this game! 🙌 #ValentinesDay #GolfLife #LoveThisGame #HappyValentinesDay	
March					
5.	03/17/2021	Happy St. Patrick's Day	Engagement	Here's to hoping that the Luck of the Irish 🍀 rubs off on your golf game today! 🙌 #StPatricksDay #GolfLife #HappyStPatricksDay	
April					
6.	04/01/2021	The Masters Par 3	Engagement	Of all the traditions at #TheMasters, the Par 3 Contest is the most beloved! 🙌 With Par 3s on our minds, which Par 3 on our course is your favorite? #GolfLife #GolfCourse #Par3	
7.	04/06/2021	The Masters	Engagement	While we just saw #AugustaNational five months ago, we're so happy to be back again! With a good look at the leaderboard, who do you have your eyes on to a Major champion? 🙌 Comment 🗨️ #TheMasters #GreenJacket #ATradForUnlikableGolfers	
8.	04/22/2021	Earth Day	Engagement	Celebrate #EarthDay! 🌱 We are committed, to the best of our abilities, to maintain our green spaces and environment for our guests and fellow Earth inhabitants. What are you doing to keep our course, gardens and community beautiful? #MotherNature #EarthDay2021	
9.	04/22/2021	Review Push	Reviews	First time out this season? 🙌 We'd love to get your honest feedback on how we're doing and invite you to leave a review on Google, Facebook or Golf Advisor about your experience! #Reviews #GuestExperience #MoorServiceCulture	
May					



By creating a solid social media content foundation, guests stay connected to our facilities, our people, our programs and promotions.

—

[illegible]

SOCIAL NETWORKING - CONTINUED

In addition to Centralized Campaigns, we teach and support our teams by providing suggested high engagement post ideas, creation and execution.

Calendars

Field Social Suggestion Calendar

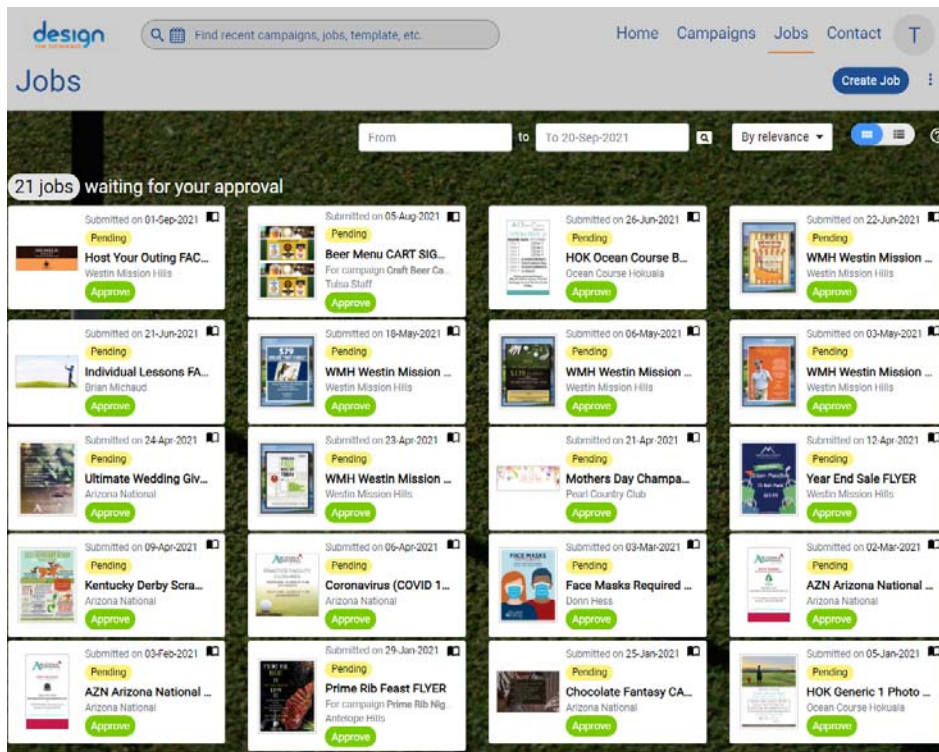
☒ Food & Beverage ☒ Golf

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27 The Guest Experience 2... The Guest Experience 2...	28 Course Ruling 2021-09...	29	30	1 Fairway Friday 2021-10... Featured Cocktail 2021... Birthday at the Restaur...	2 Beverage Cart Status 2...
3	4 Facebook LIVE with the... Meet The Staff Monda...	5 Golf Rule: Tip Tuesday ... Monthly Events 2021-1...	6 What's Up With The Ra...	7	8	9 A Message From Leade... Food & Drink Pairing 2...
10 Golf Shop Update 2021... Patio Dining 2021-10-10	11 Meet The Staff Monda...	12 Chef Tips 2021-10-12	13 Superintendent Updat...	14 Happy Hour Special 20... Friday Night Special Pr...	15 F&B Highlight 2021-10-... Banquet Space 2021-10...	16 Starter Saturday 2021-1... Saturday Night Special...
17 Personal Best 2021-10-17	18 Meatless Monday 2021...	19 Golf Swing / Instructio...	20 Wildlife Wednesday 20... Weekend Brunch Prom...	21	22	23
24	25 The Guest Experience 2... The Guest Experience 2...	26 Course Ruling 2021-10-...	27 Low Calorie Meal Opti...	28 Upcoming Events 2021...	29 Favorite Guest Drink 2...	30



PROFESSIONAL DESIGN TOOLS - DESIGN ON DEMAND

This online customization collateral tool gives facility managers unlimited access to over 14,000 designs and marketing graphics, all tailored to fit the facility brand with our robust portfolio. Design on Demand provides powerful customization capabilities, giving you access to an online catalog of dynamic templates, events, promotions, celebrations and more!



PROGRAMMING & EVENTS

We expand the appeal of our event programming beyond just serious golfers. We still feature long running scramble tournaments with attractive prizes but have also added shorter 9-hole tournaments focused on fun. Programing needs to reach the non golfers too. We continue to invite the community to enjoy great experiences during events such as Movies on the Green, Painting Classes, Wine Tastings, Cooking Classes, Trivia Nights, Bingo and Workshops.

- March Madness
- Cinco De Mayo
- Beers and Bogeys Series
- World's Largest Golf Outing
- Oktoberfest
- Club Championship
- QB Scramble
- Turkey Shoot
- Frosty Cross Country
- Chili Classic
- Chocolate Invitational
- Irish Open
- Toys for Tots
- Gobbler Open

Events are managed through our proprietary event registration platform that captures data, allows for online transactions, targeted email messages and offers based on the customer's prior event participation. Events are dynamically highlighted on the course's website, SEO optimized, and populate in an online event calendar.



OUTINGS AND GROUP SALES

Outings and Group Sales are expected to see a robust resurgence in 2023 and beyond due to the cancellation of so many events in 2020 and 2021. Data suggests that organizers are ready to get together and celebrate in full force. Dedicated sales leaders will work with the facility to develop powerful strategies to attract and rebook events of every type and size. Regardless of who ultimately sells these properties, we are anticipating growth in golf outings for the Montebello.

In addition to focusing on booking our larger reoccurring group business, our lead generation campaigns will target groups looking for:

- Bachelor(ette) Parties
- Fantasy Drafts
- Small Groups starting at 12 players
- Charity Fundraisers



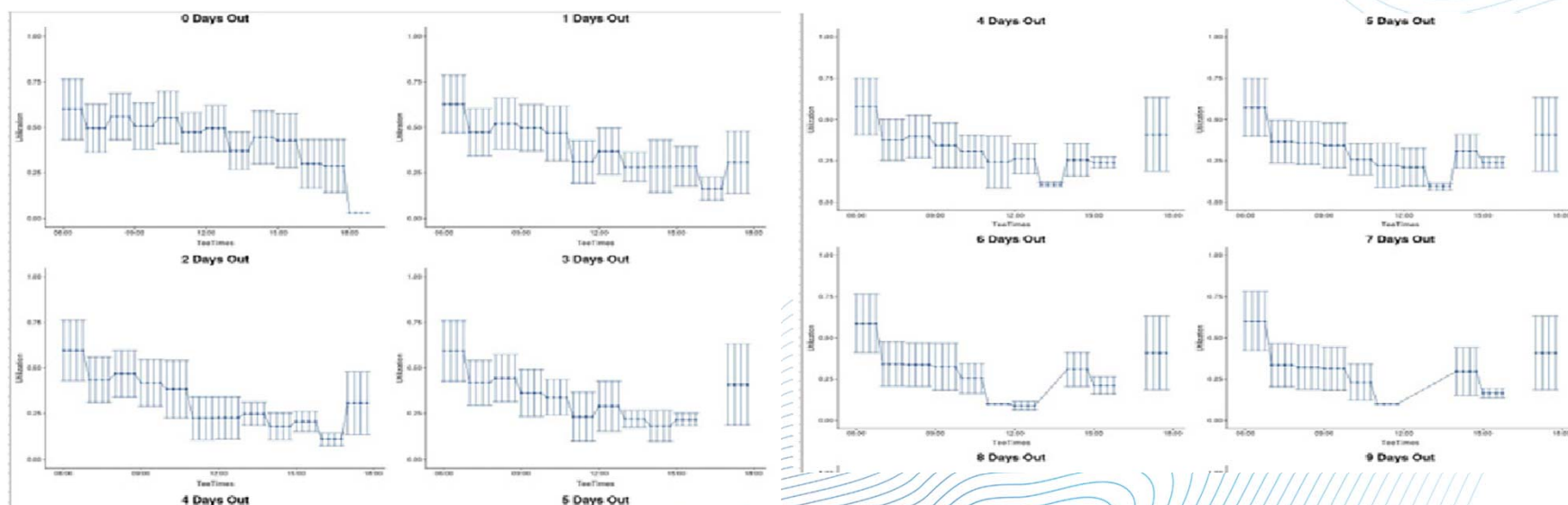
TROON®

RATE & DYNAMIC PRICING

We will leverage data and business intelligence reports to correctly price the courses relative to the market, maximize any revenue opportunities, and continually search for day parts to drive rate.

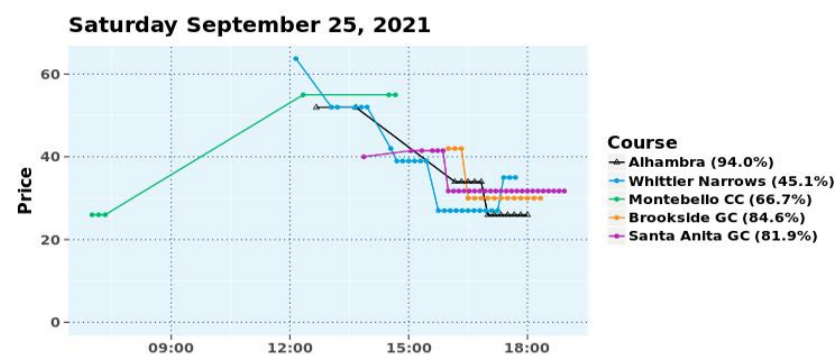
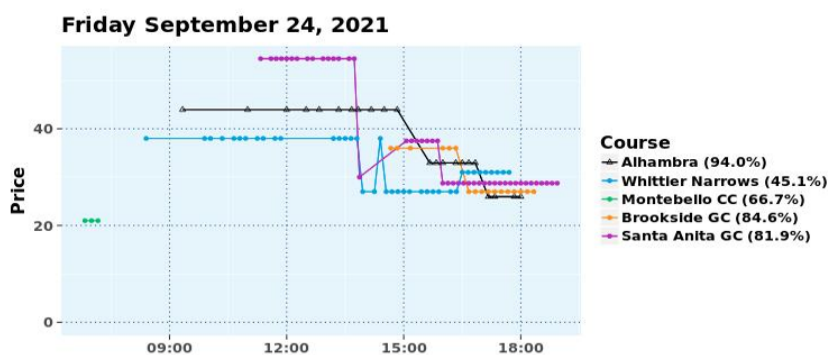
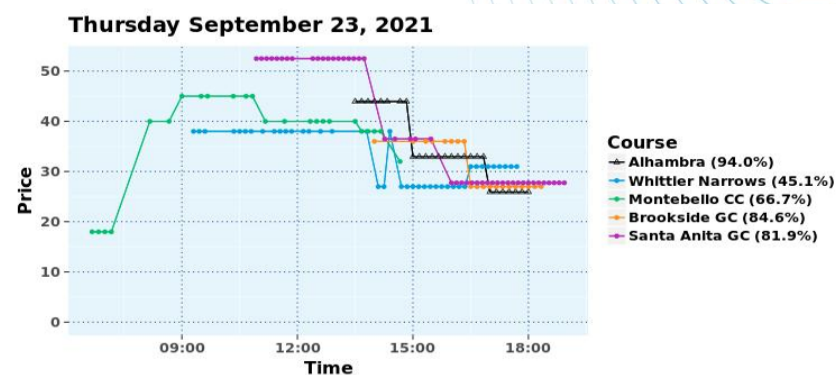
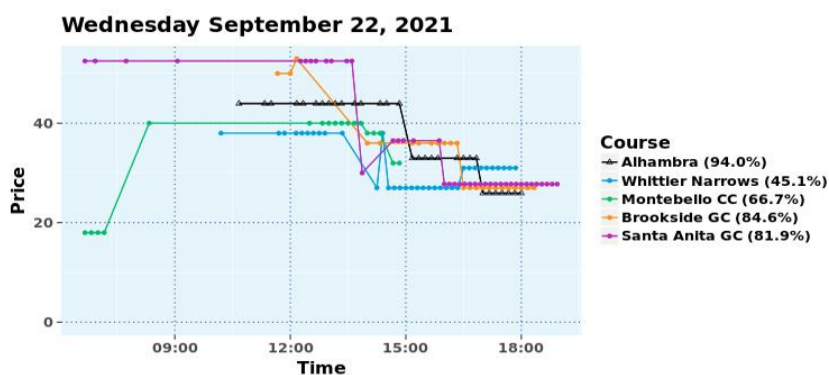
Dynamic pricing of our online rates to generate the maximum revenue per hour allows our resident, memberships and passes to offer the most competitive rates without sacrificing overall revenue. The data for how far in advance and at what rate the tee times sell informs our future pricing decisions.

Short term manual adjustments are made at the course leaderships discretion using an automated competitive assessment report that scrapes publicly available tee time data for review.



RATE & DYNAMIC PRICING STRATEGY

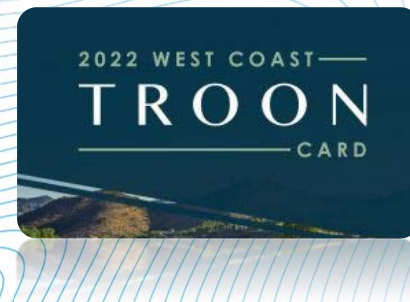
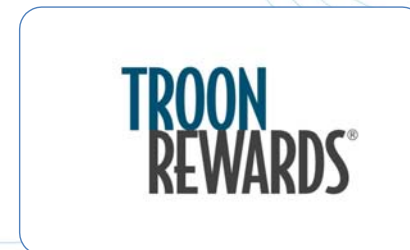
Staying ahead of the competition means keeping tabs on what they are doing. Regarding rates: we deliver automated results to facility management directly to their inbox tracking the competitive facilities that they choose. With this information our experienced staff can determine the best approach to ensure that our facilities are priced correctly to deliver both high utilization and top average rate.



TROON GOLF CARDS

We are firm believers in the power of an immersive brand experience. Montebello should be connected and recognizable. Troon will implement a new website, mobile app, tee time booking, and a Loyalty Card. We have been successful at implementing loyalty and rewards programs at many of our locations nationwide. Additionally, Troon offers optional rewards/membership programs for our clients – attracting additional rounds from our large database of golfers regionally and nationally.

Some of our most successful Loyalty & Rewards opportunities are listed below.



DRIVING RANGE & INSTRUCTION

Driving ranges, group and individual instruction are the lifeblood of our facilities. They are the cornerstone for a growing community and greatly enhance the opportunity for guests of all levels to become lifelong players.

We turn driving ranges into community gathering centers by adding cutting edge technology, programming and easy to reach food and beverage options for the whole family to enjoy.

Group clinics, Get Golf Ready and First Tee programs provide a strong foundation for new and returning players to get the most out of their golfing experience without fear or embarrassment.



TROON®



JUNIOR GOLF

We will leverage paid social campaigns along with email and display advertising to generate awareness of our Junior Camps. Data captured on the previous campers will provide the basis for a Facebook lookalike target audience. We found success in messages highlighting our relationship with the Professional Golf Association, who provide the administration, sign ups, payment processing and welcome kit to our junior campers, and will continue this relationship for 2023.

In addition to instruction, we have special opportunities for juniors to play the golf courses at greatly reduced rates. Rental sets can be provided at little or no charge to enable all those interested to take up the game without this typical roadblock.

Junior golfers are our future long-term guests, and we ensure that our clubs offer them the opportunity to play in a supportive and encouraging atmosphere.



TROON®

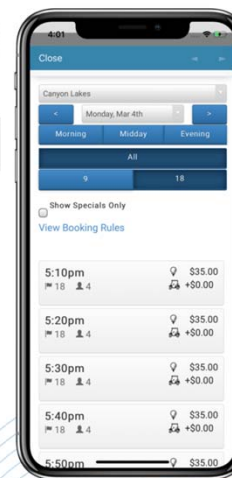
APP ACQUISITION & ENGAGEMENT

Mobile owners will increase to over 7 billion by 2023, so having the right platform to connect with them on their phone is critical. Gallus Golf is the leader in custom golf course apps and our preferred vendor. The features offered within our apps are second to none and include:

- Booking Tee Times
- Virtual Caddie (GPS)
- Electronic Scoring
- Stats Tracker
- Loyalty, Rewards & Electronic Punch Card
- Offer Locker Specials
- Mobile Golf Shops
- On Tap Food & Beverage
- Push Notifications
- Club News and Updates
- Social Sharing



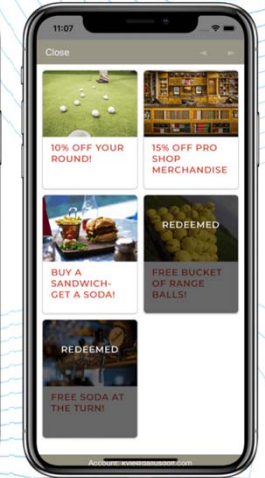
Home Screen



Tee Times



Virtual Caddie



Offer Locker



APP ACQUISITION & ENGAGEMENT

We were early adopters of a dedicated golf course app custom built by our vendor, Gallus Golf. We have been able to grow this new communication channel with our most loyal golfers into an important revenue generating resource. The apps are a major source of customer information with thousands of emails captured and integrated to the larger database.

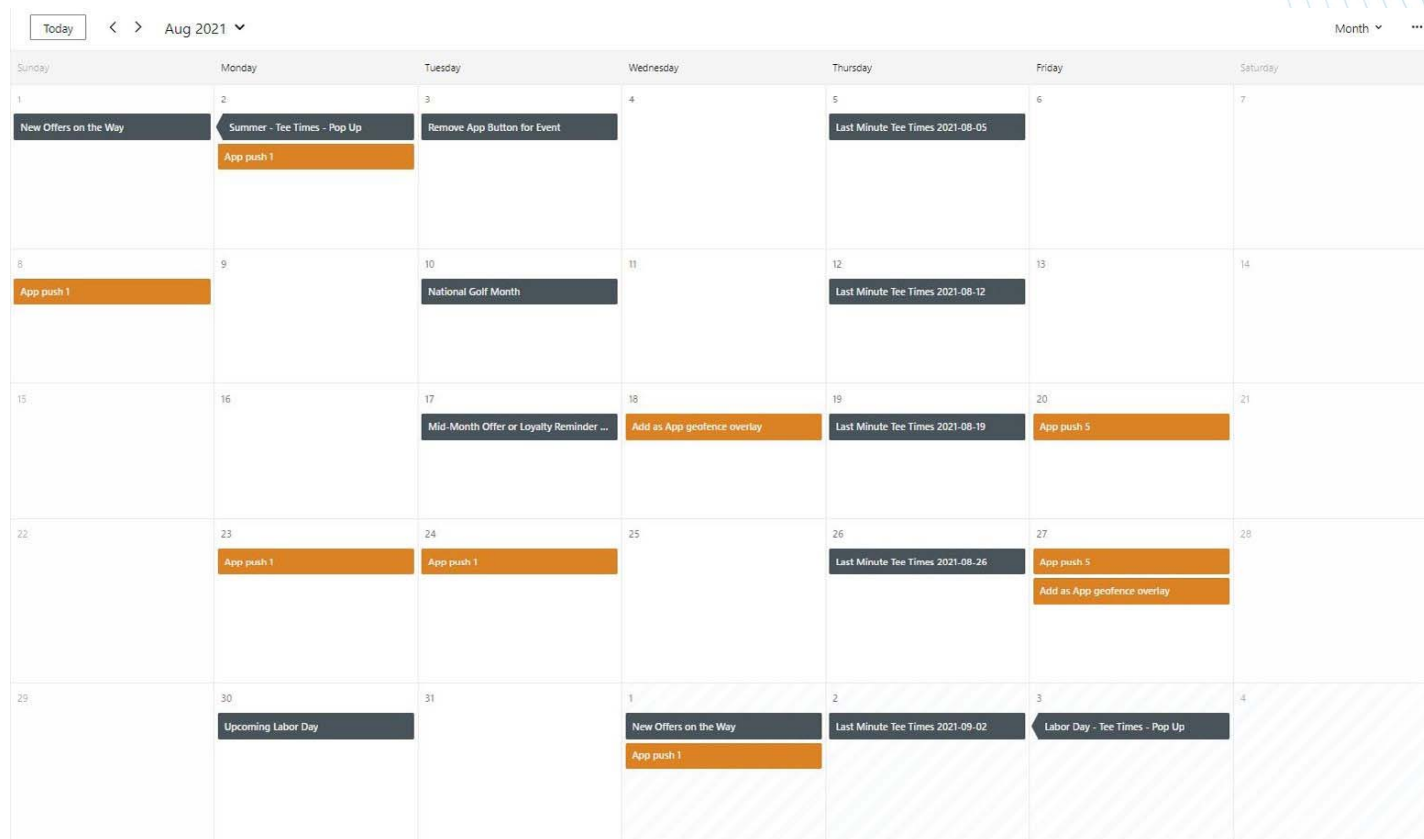
We will leverage the resurgence of QR codes using stickers on the golf cart steering wheels to generate awareness and new downloads each time our carts go out. Once golfers have the app downloaded, we drive engagement with monthly rotating app-only specials covering golf, merchandise, food and beverages, events and programing. This stream of new offers gives us messaging for our thousands of app subscribers with push notifications enabled. These offers are also used as content for our social media and email channels to drive new downloads.

Another major app acquisition and engagement strategy we employ is to have a dedicated app booking engine with our best available rate. We use our tee time inventory to create a direct connection to the phones of our most loyal golfers. The app channel has no conversion fees, and the reduced rates relative to the other booking options are offset by the commissions third parties channels charge. Staff at the golf shop counters and on the phone help reinforce the message that booking via the app is the best way to save on golf.



APP CONTENT CALENDAR

Our app push notifications will be a mix of holiday celebrations, last minute tee time pushes, and information on programming and events.



The screenshot displays a calendar interface for August 2021. The calendar is organized into a grid with columns for each day of the week (Sunday through Saturday) and rows for each week. The interface includes navigation controls at the top (Today, arrows, Aug 2021, Month dropdown) and a grid of content blocks representing app push notifications and events. The content blocks are color-coded: orange for general app pushes and dark blue/black for specific events or offers.

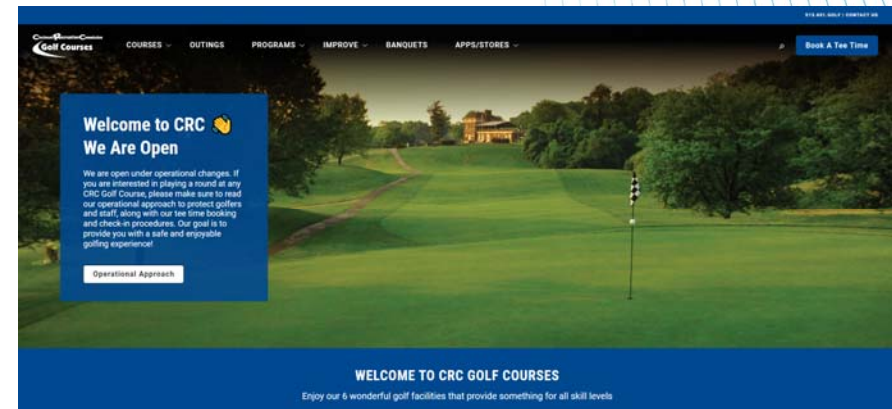
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Offers on the Way	2 Summer - Tee Times - Pop Up App push 1	3 Remove App Button for Event	4	5 Last Minute Tee Times 2021-08-05	6	7
8 App push 1	9	10 National Golf Month	11	12 Last Minute Tee Times 2021-08-12	13	14
15	16	17 Mid-Month Offer or Loyalty Reminder ...	18 Add as App geofence overlay	19 Last Minute Tee Times 2021-08-19	20 App push 5	21
22	23 App push 1	24 App push 1	25	26 Last Minute Tee Times 2021-08-26	27 App push 5 Add as App geofence overlay	28
29	30 Upcoming Labor Day	31	1 New Offers on the Way App push 1	2 Last Minute Tee Times 2021-09-02	3 Labor Day - Tee Times - Pop Up	4



WEBSITE & ECOMMERCE

We design and support the responsive websites that our facilities utilize. These designs focus on modernizing the look and feel with a continued focus on conversion and revenue generation through clear tee time booking calls to actions, dynamic modules that promote registrations for upcoming events, and easier to navigate header for quicker entry into pages.

Another benefit of these designs are to maximize search engine optimization (SEO). The new designs typically improved site health by an average of 15% and will reach a health score over 90%, which is outstanding.



OUR OPERATIONAL APPROACH TO PROTECT GOLFERS AND STAFF

The Cincinnati Recreation Commission (CRC) is taking the threat of COVID-19 very seriously. Due to the recommendations of the CDC, the State of Ohio, and the City of Cincinnati, we have been making numerous changes to our golf operations to assist in providing the safest experience as possible.

While understanding the real threat of the current conditions we are also trying to provide some level of physical activity and limited social interaction. Establishing this balance during a very fluid situation will be challenging. However, we are working to implement processes and practices to meet this goal. Please read our changes before coming out.

[Read Our Changes](#)



EXPLORE OUR COURSES



TROON®

EMAIL MARKETING

Creating a strong email marketing strategy helps you reach and connect with your target audience in a personalized way and increase sales at an affordable cost. Just as other platforms and media have changed, email marketing tools give your business the ability to reach customers easier than ever. Due to our strategic design and send technics, our facilities average over 35% open rates to public email databases and over 60% open rate to member groups.

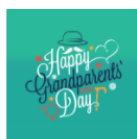
Why email?

- Connect with guests
- Reach guests in real time
- Tracking & Monitoring
- Collect feedback / Surveys
- Increase leads
- Drive ecommerce revenue
- Brand recognition
- Increase traffic to website
- Fill events and programs
- Get immediate results
- Stay top of mind

911 Memorial Golf Fund

Please donate to the 911 Memorial Golf Fund in honor of those who served.

Purchase a \$5 raffle ticket and be entered for a chance to win a free foursome of golf!



Celebrate National Grandparents' Day

Sunday, September 12th

Celebrate National Grandparent's Day on the course with the whole family.

Book a tee time today!

[Book Your Tee Time](#)



2021/2022 Annual Pass



Purchase of the 2021-2022 Annual Pass will launch on October 1, 2021. It may be purchased in the Golf Shop or Online. An application must be completed and signed prior to utilizing any pass benefits.

[Learn More About The Annual Pass](#)

BURGER NIGHT

Taking Reservations Every Wed From 4-7pm

\$14 Burgers | Includes 1 side!
*\$2 for an additional side

8oz Grass Fed Angus Patty, Turkey or Chicken Breast. Customize it the way you want, with unlimited toppings!

Please place to-go orders by 4pm for pickup between 4-6pm. Call 520.749.4523 to place your order.



Give Back and Relax

While you take the time to relax this Labor Day Weekend, help support those who served.

Donate to Fisher House Foundation.

[Donate To WLGO](#)

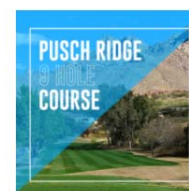


Pusch Ridge 9 Hole Course

November 2021 - April 2022
Monthly Golf Membership

Walking Memberships and Cart-Included Memberships Available
Starting At \$125

Contact Roxanne Harding at rharding@elcogolf.com | 520.229.5357



Golf Membership

Starting at \$159 per month

36 Holes of Golf | Dedicated Member Course

- Fitness
- Pool
- Tennis
- Pickleball Available



Contact Roxanne Harding at rharding@elcogolf.com | 520.229.5357

[Learn More](#)



EMAIL MARKETING

Our email calendar will be specific for each property and combine like messages into one single email to maximize the click to open rates. By planning ahead and including multiple messages hitting the proper databases we can generate greater engagement, driving improved results at our facilities.

Today < > Aug 2021 Month ...

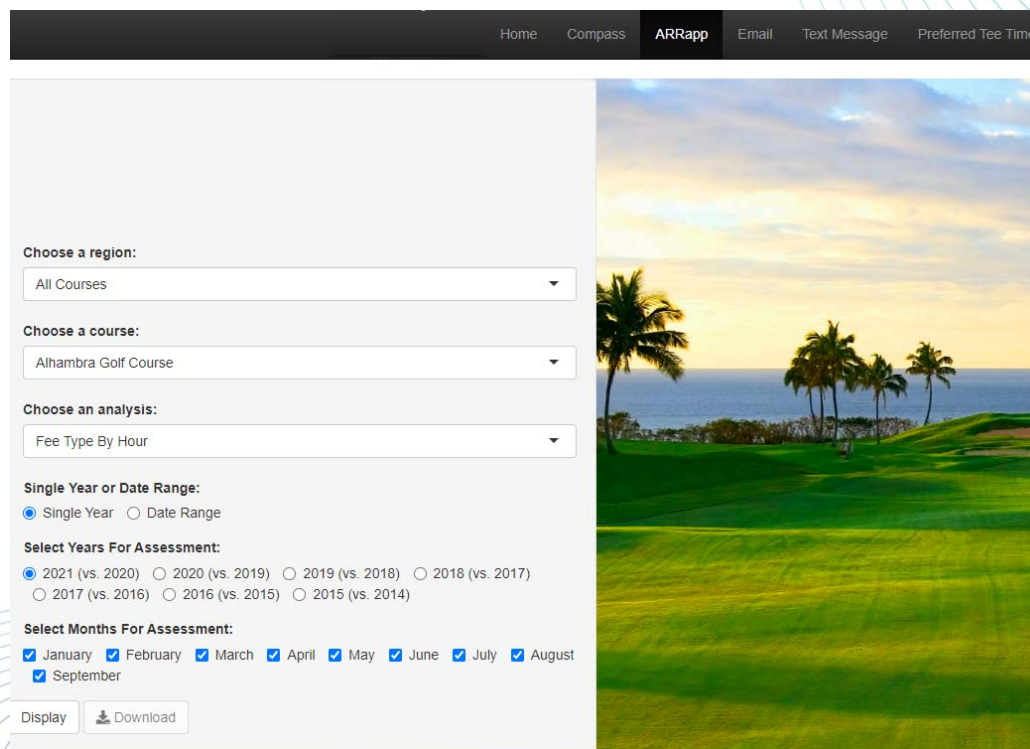
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Email 1 Email 5 Email 1 Email 3	3	4	5 Email 5 Email 3 Email 3 Email 8	6	7
8	9	10	11	12	13 Email 1 Waddle email to past participants	14
15	16	17	18 Email 1 Email 1 Email 1 Email 2	19	20	21
22	23	24 Email 5 Email 6 Email 6 Email 1	25	26	27	28
29	30	31 Email 1 Email 1 Email 2 Email 2	1	2	3 Email 9	4



MONITORING & REPORTING TECHNOLOGY

Analytics gained through tracking business efforts verify the validity of that statement by improving ROI. Tracking allows businesses to receive the most out of their spend, allow the alteration of practices that do not work, enhance practices that do, and ultimately increase business potency and volume. With the end goal of a greater ROI. Below are some of the many live reporting tools available to our facility managers.

- Booking Time Breakdown
- Channel Fee Type Breakdown
- Competitive Assessment
- Customer Segmentation
- Dynamic Pricing
- Fee Type by Hour
- Historical Performance
- Nominal Pricing
- NPS Score Tracking
- 3rd Party Grading
- Zip Code Heat Map



Home Compass **ARRapp** Email Text Message Preferred Tee Time

Choose a region:
All Courses

Choose a course:
Alhambra Golf Course

Choose an analysis:
Fee Type By Hour

Single Year or Date Range:
☒ Single Year ☐ Date Range

Select Years For Assessment:
☒ 2021 (vs. 2020) ☐ 2020 (vs. 2019) ☐ 2019 (vs. 2018) ☐ 2018 (vs. 2017)
☐ 2017 (vs. 2016) ☐ 2016 (vs. 2015) ☐ 2015 (vs. 2014)

Select Months For Assessment:
☒ January ☒ February ☒ March ☒ April ☒ May ☒ June ☒ July ☒ August
☒ September

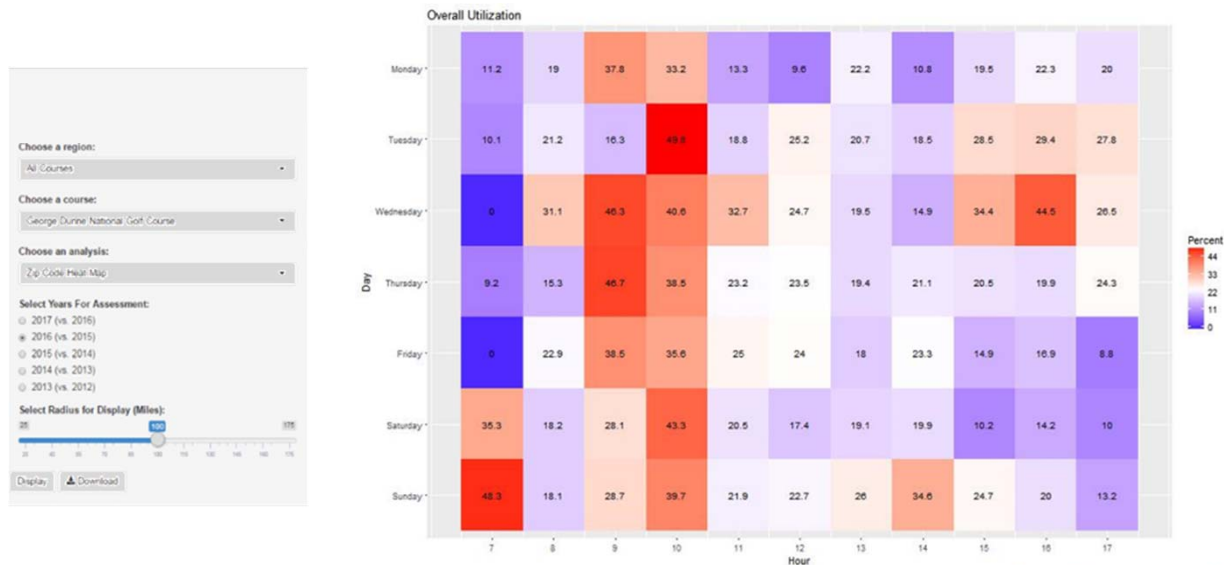
Display Download



TROON®

MONITORING & REPORTING TECHNOLOGY

Proprietary App – Optimize Revenue By Day Park & Day Category



CUSTOMER INSIGHTS

Customer Segmentation
Cross-play Analysis
Zip Code Heat Map

PRICING OPTIMIZATION

Nominal Pricing
Auto-Pricing Analysis
Third Party Grading
Historical Performance
Competitive Assessment

GOLF OFFER STRATEGY

Suite of Offers



MONITORING & REPORTING TECHNOLOGY

Proprietary App – Segmentation

Choose a region:
All Courses

Choose a course:
St. Johns Golf & Country Club

Choose an analysis:
Customer Segmentation

Single Year or Date Range:
* Single Year * Date Range

Select Years For Assessment:
2017 (vs. 2016) * 2016 (vs. 2015) 2015 (vs. 2014)

Select Months For Assessment:
January * February * March * April * May * June * July * August
September * October * November * December

Select Segments for 'Rounds by Customer':
* Public * Card

Select Ranges for 'Rounds by Customer':
1, 2, 3, 4, 5, 6, 7, >7
* 1, 2, 3, 4, 5-10, 11-20, 21-50, >50
1, 2-3, 4-6, 7-10, 11-15, 16-21, 22-26, >26
1, 2-5, 6-10, 11-20, 21-40, 41-70, 71-100, >100

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	2014	2015	2014	2015	2014	2015	2014	2015	2014	2015
Unique Golfers	2403	2380	2938	2789	1640	1744	1380	1392	7163	7143
Avg Rounds per Golfer	1.8	1.9	1.6	1.9	1.9	1.9	1.7	1.8	2	2.2
Median Rounds per Golfer	1	1	1	1	1	1	1	1	1	1
Qty Greater than 4 Rounds	111 (5%)	120 (5%)	104 (4%)	152 (5%)	102 (6%)	104 (6%)	45 (3%)	55 (4%)	532 (7%)	592 (8%)
Qty One and Done	1635 (68%)	1400 (59%)	2033 (69%)	1674 (60%)	1024 (62%)	1126 (65%)	945 (68%)	836 (60%)	4426 (62%)	3957 (55%)
Avg Revenue per Golfer	\$30.3	\$33.1	\$24.6	\$30.3	\$42	\$43.5	\$30.7	\$32.4	\$35.8	\$39.8
Avg APR per Golfer	\$17.9	\$18.4	\$15.6	\$16.9	\$22.8	\$23.2	\$18.8	\$18.8	\$18.4	\$19.3
Avg Revenue (> 4 rounds)	\$135.3	\$127.5	\$102.7	\$99.0	\$160.7	\$187.0	\$130.3	\$114.3	\$138.9	\$137.4
Avg Rounds (> 4 rounds)	0.6	0.8	7.4	7.6	0	0.6	7	7.6	0.3	0.7
Avg APR (> 4 rounds)	\$15.8	\$14.3	\$14.3	\$13.9	\$21.2	\$22.1	\$18.7	\$16.3	\$17	\$16.5

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	4		4		5		4		6	
Qty Rounds Considered Frequent	48 (21%)		37 (17%)		29 (28%)		11 (9%)		111 (30%)	
Qty Frequent to Frequent	36 (16%)		44 (20%)		29 (28%)		17 (14%)		125 (33%)	
Qty Frequent to Casual	148 (64%)		142 (64%)		44 (43%)		93 (77%)		140 (37%)	
Qty Casual to Frequent	53 (2%)		55 (2%)		19 (1%)		20 (2%)		135 (2%)	
Qty Casual to Casual	222 (10%)		276 (10%)		194 (13%)		107 (8%)		1143 (17%)	
Qty Casual to Lost	1896 (87%)		2384 (88%)		1325 (86%)		1132 (90%)		5509 (81%)	
Qty Frequent to Frequent Card	0 (0%)		0 (0%)		0 (0%)		0 (0%)		0 (0%)	
Qty Frequent to Casual Card	0 (0%)		0 (0%)		0 (0%)		0 (0%)		0 (0%)	
Qty Casual to Frequent Card	0 (0%)		0 (0%)		0 (0%)		0 (0%)		0 (0%)	
Qty Casual to Casual Card	0 (0%)		0 (0%)		0 (0%)		0 (0%)		0 (0%)	

	Weekday AM		Weekday PM		Weekend AM		Weekend PM		Total	
	5		5		5		4		6	
Qty Rounds Considered Frequent	34 (28%)		15 (10%)		27 (26%)		12 (9%)		113 (27%)	
Qty Frequent Were Frequent	37 (31%)		45 (30%)		18 (17%)		19 (14%)		131 (31%)	
Qty Frequent Were New	49 (41%)		92 (61%)		59 (57%)		103 (77%)		101 (43%)	
Qty Casual Were Frequent	29 (1%)		42 (2%)		29 (2%)		16 (1%)		132 (2%)	
Qty Casual Were Casual	258 (11%)		211 (12%)		196 (12%)		106 (8%)		1138 (17%)	
Qty of Casual Were New	1973 (87%)		2284 (87%)		1415 (86%)		1136 (90%)		5448 (81%)	

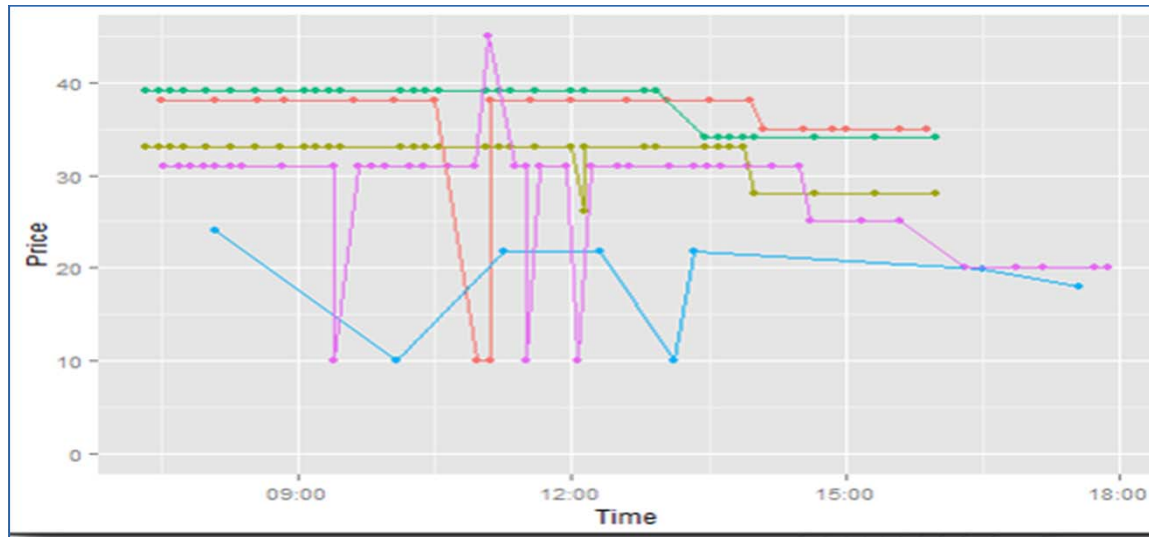
CUSTOMER INSIGHTS

Customer Segmentation
Cross-play Analysis
Zip Code Heat Map



MONITORING & REPORTING TECHNOLOGY

Proprietary App – Segmentation



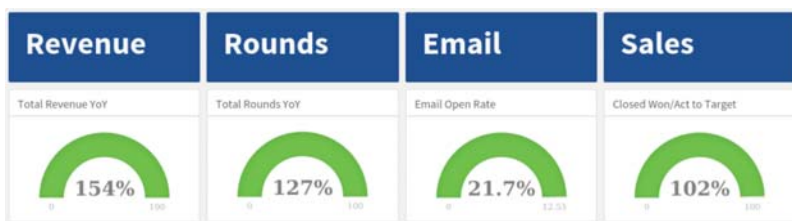
PRICING OPTIMIZATION

- Nominal Pricing
- Auto-Pricing Analysis
- Third Party Grading
- Historical Performance
- Competitive Assessment



MONITORING & REPORTING TECHNOLOGY

Live dashboards provide instant access to the important metrics that drive business. Or teams have access to the best information in order to make the best decisions for the business. Below are a few examples of the Compass Report, which as a web-based platform can be accessed anywhere the team happens to be.



Revenue	Rounds	Email	Sales	Reputation	Social		
	YTD	PYTD	YTD Forecast	YTD Budget	YTD vs. PYTD	Forecast vs. Budget	
Total Revenue	\$2,447,221	\$1,584,822	\$2,905,491	\$662,099	\$862,399	\$2,243,392	
Green Fees	\$1,191,588	\$950,324	\$1,413,299	\$307,350	\$241,264	\$1,105,949	
Cart Fees	\$374,528	\$245,611	\$440,083	\$50,501	\$128,917	\$389,582	
Driving Range	\$71,854	\$39,981	\$84,914	\$20,056	\$31,874	\$64,857	
Golf Cards/Passes	\$0	\$115	\$0	\$30,442	-\$115	-\$30,442	
Pro Shop Sales	\$185,736	\$86,002	\$218,402	\$46,109	\$99,734	\$172,294	
Food (Food & Soft Drinks)	\$161,780	\$58,221	\$190,389	\$91,593	\$103,559	\$98,797	
Beverages (Alcohol)	\$226,580	\$89,815	\$261,334	\$45,388	\$136,764	\$215,946	
Other F&B Revenue	-\$1,451	-\$269	-\$1,451	\$1,854	-\$1,182	-\$3,205	
Other Golf Revenue	\$6,880	\$4,659	\$7,520	\$1,191	\$2,220	\$6,329	
Clinic / School Revenue	\$115,038	\$47,572	\$157,438	\$40,905	\$67,466	\$116,533	
Dues Income/Monthly Dues	\$90,828	\$60,014	\$92,683	\$22,850	\$30,814	\$69,833	
Initiation/Annual Membership Fees	\$16,000	\$0	\$33,000	\$0	\$16,000	\$33,000	
Miscellaneous Income and Discounts	\$7,861	\$153	\$7,880	\$3,861	\$7,708	\$4,019	
Green and Cart Fees	\$1,566,116	\$1,195,935	\$1,853,382	\$357,851	\$370,181	\$1,495,531	
Total F&B	\$386,908	\$147,767	\$450,272	\$138,834	\$239,141	\$311,438	



IMPLEMENTATION & FOLLOW-UP

Now that our teams are prepared with the strategy, support and tools to deliver great results, they will need to capitalize on all opportunities to maximize revenue and enhance the experience at Montebello. Our plan for Montebello is just the start – the regional and on-site teams will further enhance the plan, execute as appropriate and review as an ongoing approach to increase performances.

Some of our ways to ensure that are:

- Live Reporting
- Weekly Check-ins / Strategy Sessions
- Monthly Reports / Meetings
- Regular Facility Visits
- Annual Reports / Plans
- Revenue Playbook Planning
- Quarterly Centralize Campaign Review
- Monthly Operations Calls
- Ad Hoc Strategy Meetings



WEEKLY CLIENT REPORT

- **Rounds & Revenue Performance**

- The new cart fleet has been received by the guest and staff well and it has been a learning curve for the staff getting the new cart rotation into the daily routine. The beverage cart stopped working approximately 10 days ago. The starter motor is shot, and a replacements part was ordered. We are using a stand in gator for now with a modified cooler in the bed, but we are hoping to get the other beverage cart back into operation for this weekend, so we do not put extra wear on this gator. Hopefully this year's sales on the Bev-Cart will foster enough information to order an actual Bev-Cart for next year.
 - **Member Rounds** = 139 → Prior Week = 78 → Aug 2020 weekly avg. = 109
 - **Outing Rounds** = 0 → Prior Week = 366 → Aug 2020 weekly avg. = 99
 - **Non-Member Rounds** = 1,149 → Prior Week = 1,107 → Aug 2020 weekly avg. = 1,340
 - **Green Fee / Cart Fee Revenue** = \$43,614 → Prior Week = \$39,830 → Aug 2020 weekly avg. = \$41,446
 - **Range Revenue** = \$1,898 → Prior Week = \$3,653 → Aug 2020 weekly avg. = \$2,959
 - **Merchandise Revenue** = \$3,249 → Prior Week = \$4,207 → Aug 2020 weekly avg. = \$2,783

- **Food and Beverage Sales**

- \$7,873 / \$6.11 per round vs prior week's sales \$11,848 / \$10.00 per round.
- Bev-Cart sales for the first full week of operation was \$1,637/\$1.11 per round during days of operation.

- **Product Update**

- Course remains in high praise from guests via post round talks and guest surveys. Cooler weather of late has been giving the turf a break. Weather patterns are looking like a possible early fall. Greens remain fantastic.
- Bunkers need sand and are becoming a regular topic in golfers discussions; this is the largest regular complaint. Liners are showing in a multiple greenside bunkers. We continue to move the sand we have around to allow for play and prevent injury.
- The Superintendent and Regional Executive team continue to work towards a resolution for the irrigation system issues that arose from the current irrigation system company is out of business and no longer allowing for irrigation of the property. We cannot turn zones on and off remotely as that system no longer functions, so golfers are getting wet during their rounds in the afternoon.
- Due to COVID-19, we continue to follow the state and local recommendations. Mask mandates went into effect again in WA as of today.

- **Marketing / Programming Update**

- With approximately 7 weeks left in the season the focus remains on closing out strong. There is also direction from myself for the team to start gather notes from the entire year and we will be doing our introspection evaluations for the year in the fall as well as performing CMAs to improve and to ensure we are competitively priced within the market.
- Boys High School Golf season is getting underway and will make for a much busier afternoon's
- Troon Rewards
 - 258 sign ups from Aug 16th thru Aug 22nd
 - Total sign ups thus far 652
 - 1,834 points awarded from Aug 16th thru Aug 22nd
 - Total points awarded thus far 4,372
 - Personal goal remains to be the top ranked course in the west within 60 days.

- **Financial Numbers relative to March Budget**

- Rounds – Trending at 5,5775; 74 under budget (Forecasted via TRI Budget)
- Revenue – Trending at \$274,092; \$6,499 over budget (Forecasted via TRT Budget)
- EBITDA – Trending at -\$20,641; \$10,391 over budget (Forecasted via TRI Budget)

- **End of year EBITDA is forecasted to finish at \$89,587 which is \$53,733 ahead of plan (Forecasted via TRI Budget)**

FINANCIAL REPORTING PACKET

Compass Pointe Golf Courses
Balance Sheet as of
September 30, 2021

	September	YTD
ASSETS		
Cash and Short Term Investments:		
Cash-Operating Account	(166,706)	375,188
Cash Depository Account	1,570	698,349
Cash-On-Site	(3,020)	2,050
Cash-Petty	0	2,100
	-----	-----
Total Cash and Short Term Investments	(168,157)	1,077,687
Other Current Assets:		
AR	22,337	(25,713)
AR-Other Receivables	0	12,000
Allowance for Doubtful Account	0	(1,038)
Inventory-Bags	(220)	89
Inventory-Clubs	(843)	10,491
Inventory-Balls	(1,806)	6,867
Inventory-Gloves	(216)	3,957
Inventory-Shoes/Socks	(965)	3,372
Inventory-Shirts/Sweater	(718)	2,324
Inventory-Hats	(734)	2,509
Inventory-Misc.	203	13,822
Inventory-F&B	1,675	4,927
Inventory-Soft Drink	753	3,406
Inventory - Beer	879	4,492
Inventory - Wine	(50)	398
Inventory - Liquor	(457)	6,847
	-----	-----
Total Other Current Assets	19,838	48,751
	-----	-----
Total Current Assets	(148,319)	1,126,438
Fixed Assets:		
	-----	-----
Property Plant & Equipment:		
	-----	-----
Accumulated Depreciation:		
	-----	-----
Other Assets:		
Prepaid	(8,800)	25,474
Deposits	0	17,280
	-----	-----
Total Other Assets	(8,800)	42,754
	-----	-----
Total Assets	(157,118)	1,169,192
	=====	=====

Compass Pointe Golf Courses
Balance Sheet as of
September 30, 2021

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:

Accounts Payable	(191,508)	105,246
Accrued Payroll	(40,859)	35,100
Accrued Liabilities	(25,252)	20,011
Deferred Revenue-Memberships	(5,653)	112,394
Gift Certificates	12,959	369,061
Allowance-Unredeemed Gift Cards	0	(247,673)
Sales Tax Payable	14,039	39,357
Amusement Tax Payable	(229)	26,215
Other Liability	102	0

Total Current Liabilities

(236,401)

459,711

Long Term Liabilities:

INTERCOMPANY	(74,324)	(6,123,511)
--------------	----------	-------------

Total Long Term Liabilities

(74,324)

(6,123,511)

Total Liabilities

(310,725)

(5,663,800)

Stockholders' Equity

Retained Earnings	0	6,342,366
Net Income (Loss)	153,606	490,627

Total Stockholders' Equity

153,606

6,832,992

Total Liabilities and Stockholders' Equity

(157,118)

1,169,192

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
Fiscal Year July 2021 to June 2022

September				YTD			
Actual	Budget	Budget Variance	Last Year Variance	Actual	Budget	Budget Variance	Last Year Variance
Rounds							
1,382	1,100	282	156	4,588	3,500	1,088	3,798
1,694	1,500	194	239	3,055	3,100	(45)	1,873
4,715	5,000	(285)	(981)	18,092	17,400	692	(3,495)
7,791	7,600	191	(586)	25,735	24,000	1,735	(1,523)
Total Rounds				Total Rounds			
Revenue							
217,951	196,800	21,151	214,880	717,372	599,800	117,572	721,465
64,569	70,456	(5,887)	68,042	209,635	222,540	(12,905)	221,531
11,910	9,500	2,410	9,251	10,422	31,000	30,381	11,041
33,840	39,283	(5,443)	30,513	112,609	124,927	(12,318)	96,858
36,523	48,019	(11,496)	28,034	104,210	112,803	(8,593)	63,773
64,840	51,187	13,653	42,883	155,845	116,930	38,915	50,515
1,605	1,000	605	604	(805)	1,000	(1,805)	(793)
548	750	(202)	278	2,706	2,250	456	882
14,576	30,000	(15,424)	23,878	116,494	93,500	22,994	44,005
18,787	11,500	7,287	13,904	55,739	34,500	21,239	15,130
(680)	0	(680)	704	3,456	0	3,456	(577)
464,469	458,495	5,975	432,971	1,518,683	1,339,249	179,433	1,353,671
Total Revenue				Total Revenue			
Cost of Sales							
21,257	27,768	6,512	19,952	74,730	88,546	13,816	58,798
8,694	11,757	3,063	8,164	21,381	25,438	4,056	14,634
2,757	2,648	(108)	4,864	11,725	8,403	(3,321)	10,626
15,251	15,356	105	8,490	40,252	35,079	(5,174)	24,663
47,958	57,530	9,572	41,469	148,088	157,465	9,377	108,720
416,511	400,965	15,546	391,502	1,370,594	1,181,784	188,810	1,244,951
GROSS INCOME				GROSS INCOME			
Labor							
27,705	32,334	4,629	27,189	84,749	98,362	13,613	81,239
10,167	9,698	(469)	9,591	31,155	29,094	(2,061)	29,413
38,602	37,513	(1,089)	40,076	127,214	123,639	(3,576)	114,252
11,523	13,855	2,332	9,288	36,230	40,317	4,088	27,690
12,560	12,083	(476)	9,556	69,828	35,250	(34,578)	30,575
7,955	15,537	7,582	7,039	24,731	28,717	3,986	21,185
108,511	121,020	12,508	102,739	373,907	355,379	(18,529)	304,354
Total Direct Labor				Total Direct Labor			
9,814	13,917	4,103	10,318	41,163	13,917	(27,245)	33,620
3,984	5,200	1,216	4,313	12,029	15,600	3,571	11,551
1,294	1,109	(185)	1,008	4,113	3,326	(787)	3,024
15,092	20,226	5,134	15,639	57,305	32,844	(24,461)	48,195
123,603	141,246	17,643	118,378	431,212	388,222	(42,990)	352,549
Total Labor				Total Labor			
Other Operational Expenses							
8,290	9,920	1,630	10,385	32,894	33,117	223	31,703
30,900	31,595	696	29,828	97,450	99,286	1,836	96,778
53,860	64,968	11,108	57,800	185,762	213,114	27,352	204,181
3,079	6,553	3,474	6,277	6,944	18,833	11,889	10,123
3,828	524	(3,304)	306	5,194	2,422	(2,772)	4,678
707	1,765	1,058	1,246	4,604	6,595	1,991	4,966
19,218	19,818	600	17,539	57,653	59,453	1,800	52,618
9,758	13,448	3,690	3,933	29,275	36,655	7,380	22,058
639	639	0	639	1,916	1,917	1	1,916
9,023	7,436	(1,587)	6,760	27,062	22,308	(4,754)	20,280
139,302	156,667	17,365	134,713	448,755	493,701	44,946	449,302
Total Other Operational Expenses				Total Other Operational Expenses			
262,905	297,912	35,007	253,091	879,967	881,923	1,956	801,850
Total Expenses				Total Expenses			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
EBITDA				EBITDA			
153,606	103,052	50,554	138,411	490,627	299,861	190,766	443,101
153,606	103,052	50,554	138,411	490,627	2		

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance	Rounds	YTD	YTD Budget	Variance	YTD Last Year	Variance
0003-50-***	1,382	1,100	282	1,226	156	Rounds - Member	4,588	3,500	1,088	3,798	790
0002-50-***	1,694	1,500	194	1,455	239	Rounds - Outing	3,055	3,100	(45)	1,873	1,182
0001-50-***	4,715	5,000	(285)	5,696	(981)	Rounds - Public	18,092	17,400	692	21,587	(3,495)
	7,791	7,600	191	8,377	(586)	Total Rounds	25,735	24,000	1,735	27,258	(1,523)
						Revenue					
						Green Fees					
2001-50-***	157,759	150,000	7,759	164,947	(7,188)	Green Fees-GS	603,220	522,000	81,220	655,879	(52,659)
2002-50-***	57,184	46,800	10,384	49,642	7,542	Green Fees-Outings-GS	104,847	77,800	27,047	64,613	40,234
2003-50-***	3,008	0	3,008	291	2,717	Green Fees-Members-GS	9,305	0	9,305	973	8,332
	217,951	196,800	21,151	214,880	3,071	Total Green Fees	717,372	599,800	117,572	721,465	(4,093)
						Cart Fees					
2004-50-***	37,260	45,050	(7,790)	43,949	(6,689)	Cart Fees-GS	142,316	156,774	(14,458)	170,765	(28,449)
2005-50-***	15,272	13,515	1,757	13,119	2,153	Cart Fees-Outings-GS	27,544	27,931	(387)	16,912	10,632
2006-50-***	12,037	11,891	146	10,975	1,063	Cart Fees-Members-GS	39,775	37,835	1,940	33,854	5,921
	64,569	70,456	(5,887)	68,042	(3,473)	Total Cart Fees	209,635	222,540	(12,905)	221,531	(11,896)
						Driving Range					
2007-50-***	11,257	9,500	1,757	9,010	2,246	Range-GS	39,393	31,000	8,393	29,750	9,643
2009-50-***	654	0	654	241	413	Range-Members-GS	2,030	0	2,030	632	1,398
	11,910	9,500	2,410	9,251	2,659	Total Driving Range	41,422	31,000	10,422	30,381	11,041
						Pro Shop Sales					
2200-50-***	2,115	3,334	(1,218)	2,564	(449)	PS-Merchandise General-GS	12,114	12,031	83	9,255	2,860
2201-50-***	4,410	2,099	2,311	1,615	2,795	PS-Clubs-GS	12,346	9,212	3,134	7,086	5,259
2202-50-***	17,435	19,293	(1,858)	14,841	2,594	PS-Balls-GS	53,345	62,997	(9,652)	48,459	4,886
2203-50-***	2,544	3,432	(888)	2,640	(96)	PS-Gloves-GS	10,969	12,441	(1,472)	9,570	1,399
2204-50-***	1,242	2,874	(1,632)	2,210	(968)	PS-Footwear-GS	3,492	6,138	(2,646)	4,721	(1,229)
2205-50-***	2,528	3,843	(1,315)	2,956	(429)	PS-Menswear-GS	7,150	6,564	587	5,049	2,101
2206-50-***	275	537	(262)	488	(213)	PS-Ladieswear-GS	620	647	(27)	588	32
2209-50-***	2,190	3,195	(1,005)	2,457	(267)	PS-Headwear-GS	8,086	12,361	(4,275)	9,508	(1,422)
2213-50-***	1,102	502	600	502	600	PS-Tobacco-GS	2,623	2,009	613	2,009	613
2219-50-***	0	176	(176)	240	(240)	PS-Bags-GS	1,864	528	1,336	612	1,252
	33,840	39,283	(5,443)	30,513	3,327	Total Pro Shop Sales	112,609	124,927	(12,318)	96,858	15,751
						Food (Food & Soft Drinks)					
3001-80-***	3,309	644	2,665	868	2,440	Food Sales-On Course-F&B	7,987	1,749	6,237	2,295	5,691
3002-80-***	0	25,403	(25,403)	0	0	Food Sales-Outings-F&B	0	40,449	(40,449)	0	0
3003-80-***	17,320	0	17,320	12,779	4,541	Food Sales-Banquets-F&B	29,239	0	29,239	14,564	14,675
3004-80-***	6,355	13,143	(6,788)	4,420	1,935	Food Sales-Clubhouse-F&B	32,034	42,594	(10,560)	18,367	13,668
3101-80-***	2,539	363	2,176	711	1,828	Non-Alcoholic-On Course-F&B	12,016	2,549	9,467	3,149	8,867
3102-80-***	0	2,760	(2,760)	0	0	Non-Alcoholic-Outings-F&B	0	4,664	(4,664)	0	0
3103-80-***	2,635	0	2,635	1,378	1,257	Non-Alcoholic-Banquets-F&B	3,030	0	3,030	1,378	1,652
3104-80-***	4,365	5,705	(1,339)	7,877	(3,511)	Non-Alcoholic-Clubhouse-F&B	19,904	20,798	(895)	24,020	(4,116)
	36,523	48,019	(11,496)	28,034	8,489	Total Food (Food & Soft Drinks)	104,210	112,803	(8,593)	63,773	40,437
						Beverages (Alcohol)					
3201-80-***	10,398	1,863	8,535	3,376	7,022	Alc Sales (Beer)-On Course-F&B	34,908	7,836	27,073	10,195	24,714
3202-80-***	0	25,303	(25,303)	0	0	Alc Sales (Beer)-Outings-F&B	0	40,566	(40,566)	0	0
3203-80-***	23,607	0	23,607	0	23,607	Alc Sales (Beer)-Banquets-F&B	31,663	0	31,663	0	31,663
3204-80-***	11,930	16,684	(4,754)	31,197	(19,267)	Alc Sales (Beer)-Clubhouse-F&B	44,716	49,372	(4,655)	71,377	(26,661)
3209-80-***	12	150	(138)	0	12	Alc Sales (Wine)-Clubhouse-F&B	31	450	(419)	4	27
3211-80-***	15,172	1,693	13,479	725	14,447	Alc Sales (Liquor)-On Course-F&B	28,408	4,667	23,741	3,098	25,310
3212-80-***	0	0	0	0	0	Alc Sales (Liquor)-Outings-F&B	0	0	0	855	(855)
3214-80-***	3,722	5,495	(1,772)	7,585	(3,863)	Alc Sales (Liquor)-Clubhouse-F&B	16,118	14,039	2,079	19,800	(3,682)
	64,840	51,187	13,653	42,883	21,957	Total Beverages (Alcohol)	155,845	116,930	38,915	105,329	50,515
						Other F&B Revenue					
3302-80-***	(720)	0	(720)	(1,001)	280	Gratuity-Outings-F&B	(3,148)	0	(3,148)	(1,617)	(1,531)
3307-80-***	2,250	1,000	1,250	1,300	950	Room Charge-Banquets-F&B	2,268	1,000	1,268	1,300	968
3316-80-***	75	0	75	305	(230)	Equipment Rental Fees-Banquets-F&B	75	0	75	305	(230)
	1,605	1,000	605	604	1,000	Total Other F&B Revenue	(805)	1,000	(1,805)	(12)	(793)

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance	YTD	YTD Budget	Variance	YTD Last Year	Variance
2211-50-***	428	750	(322)	191	237	2,226	2,250	(24)	1,319	906
2217-50-***	120	0	120	87	33	480	0	480	504	(24)
	548	750	(202)	278	270	2,706	2,250	456	1,823	882
2301-51-***	14,576	15,000	(424)	12,364	2,212	29,828	24,500	5,328	19,020	10,808
2303-50-***	0	15,000	(15,000)	11,514	(11,514)	86,666	69,000	17,666	53,470	33,196
	14,576	30,000	(15,424)	23,878	(9,302)	116,494	93,500	22,994	72,490	44,005
2019-50-***	18,787	11,500	7,287	13,904	4,884	55,739	34,500	21,239	40,609	15,130
	18,787	11,500	7,287	13,904	4,884	55,739	34,500	21,239	40,609	15,130
2901-50-***	(680)	0	(680)	704	(1,384)	3,456	0	3,456	(577)	4,033
	(680)	0	(680)	704	(1,384)	3,456	0	3,456	(577)	4,033
	464,469	458,495	5,975	432,971	31,498	1,518,683	1,339,249	179,433	1,353,671	165,012
COGS - Pro Shop										
4500-50-***	0	2,200	2,200	0	0	0	7,941	7,941	0	0
4501-50-***	5,100	1,575	(3,526)	338	(4,762)	13,799	6,909	(6,890)	5,393	(8,406)
4502-50-***	9,257	13,891	4,634	9,841	583	34,603	45,358	10,754	30,809	(3,794)
4503-50-***	872	2,265	1,393	980	108	4,886	8,211	3,325	3,023	(1,863)
4504-50-***	965	1,897	932	1,313	348	2,546	4,051	1,505	3,016	470
4505-50-***	1,521	2,536	1,015	2,789	1,267	4,018	4,332	314	3,556	(462)
4506-50-***	0	354	354	0	0	0	427	427	0	0
4508-50-***	0	0	0	0	0	0	0	0	44	44
4509-50-***	1,053	2,108	1,056	1,980	928	4,457	8,158	3,701	5,750	1,293
4510-50-***	2,464	0	(2,464)	1,690	(775)	9,429	0	(9,429)	6,106	(3,323)
4511-50-***	0	495	495	0	0	0	1,485	1,485	0	0
4513-50-***	0	331	331	0	0	0	1,326	1,326	0	0
4519-50-***	220	116	(104)	1,021	802	1,290	348	(942)	1,150	(140)
4607-50-***	(196)	0	196	0	196	(298)	0	298	(48)	250
	21,257	27,768	6,512	19,952	(1,305)	74,730	88,546	13,816	58,798	(15,933)
4601-80-***	8,694	11,757	3,063	8,164	(530)	21,381	25,438	4,056	14,634	(6,748)
	8,694	11,757	3,063	8,164	(530)	21,381	25,438	4,056	14,634	(6,748)
4602-80-***	2,757	2,648	(108)	4,864	2,107	11,725	8,403	(3,321)	10,626	(1,099)
	2,757	2,648	(108)	4,864	2,107	11,725	8,403	(3,321)	10,626	(1,099)
4603-80-***	10,959	13,155	2,196	6,402	(4,557)	27,414	29,332	1,918	18,366	(9,048)
4604-80-***	50	45	(5)	0	(50)	119	135	16	41	(78)
4605-80-***	4,241	2,156	(2,085)	2,088	(2,153)	12,719	5,612	(7,108)	6,256	(6,463)
	15,251	15,356	105	8,490	(6,761)	40,252	35,079	(5,174)	24,663	(15,590)
	47,958	57,530	9,572	41,469	(6,489)	148,088	157,465	9,377	108,720	(39,369)
	416,511	400,965	15,546	391,502	25,009	1,370,594	1,181,784	188,810	1,244,951	125,643
GROSS INCOME										

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance	YTD	YTD Budget	Variance	YTD Last Year	Variance
Labor										
Golf Operation Labor										
5101-50-***	3,884	4,114	230	3,699	(185)	11,903	12,342	439	11,343	(560)
5208-50-***	374	2,917	2,543	317	(56)	1,171	8,750	7,579	1,280	109
5209-50-***	6,055	6,274	219	5,875	(180)	17,547	19,530	1,983	18,286	739
5212-50-***	17,392	14,000	(3,392)	17,298	(95)	54,127	44,000	(10,127)	50,329	(3,798)
5213-50-***	0	1,500	1,500	0	0	0	4,500	4,500	0	0
5214-50-***	0	3,529	3,529	0	0	0	8,740	8,740	0	0
5501-50-***	0	0	0	0	0	0	500	500	0	0
	27,705	32,334	4,629	27,189	(516)	84,749	98,362	13,613	81,239	(3,510)
General and Administrative										
5001-70-***	10,167	9,698	(469)	9,591	(575)	31,155	29,094	(2,061)	29,413	(1,742)
	10,167	9,698	(469)	9,591	(575)	31,155	29,094	(2,061)	29,413	(1,742)
Maintenance and Landscaping										
5007-60-***	8,432	8,847	415	7,955	(477)	25,838	26,542	703	24,394	(1,445)
5104-60-***	4,669	4,583	(86)	5,129	460	14,313	13,749	(564)	6,262	(8,050)
5221-60-***	5,121	5,083	(38)	5,131	10	15,958	15,383	(575)	16,204	245
5228-60-***	19,416	19,000	(416)	21,361	1,945	69,390	67,965	(1,425)	66,891	(2,499)
5501-60-***	964	0	(964)	500	(464)	1,714	0	(1,714)	500	(1,214)
	38,602	37,513	(1,089)	40,076	1,474	127,214	123,639	(3,576)	114,252	(12,963)
F&B										
5008-80-***	3,710	4,006	296	3,602	(108)	11,373	12,019	645	11,046	(327)
5238-80-***	600	1,382	782	764	164	1,796	8,382	6,586	2,339	543
5241-80-***	335	0	(335)	0	(335)	847	0	(847)	0	(847)
5243-80-***	4,972	6,117	1,144	1,773	(3,200)	13,832	13,459	(373)	5,061	(8,771)
5246-80-***	1,905	2,349	444	3,148	1,243	7,632	6,457	(1,175)	9,243	1,611
5501-80-***	0	0	0	0	0	750	0	(750)	0	(750)
	11,523	13,855	2,332	9,288	(2,235)	36,230	40,317	4,088	27,690	(8,540)
Amenities Labor										
5005-51-***	9,710	4,583	(5,127)	7,055	(2,655)	48,914	13,750	(35,164)	15,572	(33,342)
5219-51-***	2,850	2,500	(350)	2,501	(349)	20,915	16,500	(4,415)	15,003	(5,912)
5404-51-***	0	5,000	5,000	0	0	0	5,000	5,000	0	0
	12,560	12,083	(476)	9,556	(3,003)	69,828	35,250	(34,578)	30,575	(39,253)
Sales & Marketing										
5301-75-***	8,955	0	(8,955)	0	(8,955)	24,731	0	(24,731)	0	(24,731)
5401-75-***	0	15,537	15,537	7,039	7,039	0	28,717	28,717	21,185	21,185
5501-75-***	(1,000)	0	1,000	0	1,000	0	0	0	0	0
	7,955	15,537	7,582	7,039	(916)	24,731	28,717	3,986	21,185	(3,546)
	108,511	121,020	12,508	102,739	(5,773)	373,907	355,379	(18,529)	304,354	(69,553)
Total Payroll Taxes										
5502-50-***	3,205	0	(3,205)	3,274	69	11,126	0	(11,126)	9,952	(1,174)
5502-51-***	1,007	0	(1,007)	901	(106)	5,921	0	(5,921)	2,944	(2,977)
5502-60-***	3,160	0	(3,160)	3,909	749	13,285	0	(13,285)	12,388	(898)
5502-70-***	(297)	0	297	59	356	1,403	0	(1,403)	1,550	148
5502-75-***	652	0	(652)	503	(149)	1,951	0	(1,951)	1,512	(439)
5502-80-***	2,086	13,917	11,831	1,672	(414)	7,476	13,917	6,441	5,274	(2,202)
	9,814	13,917	4,103	10,318	504	41,163	13,917	(27,245)	33,620	(7,543)
Total Medical/Health Benefits										
5503-70-***	3,984	5,200	1,216	4,313	329	12,029	15,600	3,571	11,551	(479)
	3,984	5,200	1,216	4,313	329	12,029	15,600	3,571	11,551	(479)
Total Workmans Comp										
7402-70-***	1,294	1,109	(185)	1,008	(286)	4,113	3,326	(787)	3,024	(1,089)
	1,294	1,109	(185)	1,008	(286)	4,113	3,326	(787)	3,024	(1,089)
	15,092	20,226	5,134	15,639	548	57,305	32,844	(24,461)	48,195	(9,110)
	123,603	141,246	17,643	118,378	(5,225)	431,212	388,222	(42,990)	352,549	(78,664)

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

Other Operational Expenses

GL Code	Actual	Budget	Variance	Last Year	Variance	YTD	YTD Budget	Variance	YTD Last Year	Variance
Golf Ops										
6001-50-***	0	500	500	0	0	0	1,500	1,500	0	0
6004-50-***	100	75	(25)	75	(25)	100	225	125	225	125
6101-50-***	526	500	(26)	16	(511)	2,106	3,000	894	2,172	67
6113-50-***	0	2,500	2,500	2,120	2,120	288	2,500	2,213	2,120	1,833
6203-50-***	0	0	0	0	0	0	0	0	270	270
6204-50-***	664	700	36	451	(213)	2,384	2,100	(284)	2,132	(253)
6605-50-***	84	0	(84)	0	(84)	84	0	(84)	0	(84)
6607-50-***	99	0	(99)	0	(99)	99	0	(99)	0	(99)
6608-50-***	0	0	0	0	0	244	0	(244)	92	(152)
7205-50-***	2,480	4,245	1,765	2,327	(153)	13,711	14,142	431	8,341	(5,370)
9001-50-***	3,395	0	(3,395)	4,644	1,249	12,141	6,000	(6,141)	13,108	967
9004-50-***	0	1,150	1,150	355	355	0	2,900	2,900	1,239	1,239
9006-50-***	942	250	(692)	397	(545)	1,738	750	(988)	2,005	267
	8,290	9,920	1,630	10,385	2,094	32,894	33,117	223	31,703	(1,191)

G&A

6001-70-***	1,968	2,538	570	2,412	444	7,018	8,117	1,099	5,007	(2,011)
6003-70-***	1,141	0	(1,141)	0	(1,141)	1,141	1,400	259	1,694	553
6004-70-***	175	100	(75)	0	(175)	694	300	(394)	200	(494)
6005-70-***	325	786	461	579	254	2,062	1,732	(331)	1,387	(675)
6101-70-***	2,058	1,000	(1,058)	1,139	(919)	4,678	5,000	322	8,073	3,395
6102-70-***	897	0	(897)	30	(867)	897	0	(897)	30	(867)
6103-70-***	957	1,128	172	1,083	126	4,877	2,626	(2,251)	2,923	(1,954)
6201-70-***	0	0	0	0	0	970	2,000	1,030	73	(897)
6202-70-***	1,894	1,000	(894)	0	(1,894)	2,873	3,000	127	385	(2,489)
6303-70-***	475	358	(117)	445	(29)	2,399	1,236	(1,162)	1,349	(1,049)
6304-70-***	11	0	(11)	1	(10)	75	0	(75)	1	(74)
6305-70-***	9,492	11,462	1,970	8,922	(571)	31,672	33,481	1,809	32,740	1,068
6306-70-***	0	411	411	643	643	(5,582)	679	6,261	936	6,518
6307-70-***	0	0	0	100	100	50	0	(50)	409	359
6313-70-***	8,750	8,750	0	8,750	0	26,250	26,250	0	26,250	0
6314-70-***	720	2,179	1,459	1,723	1,003	3,071	6,270	3,199	5,200	2,129
6405-70-***	0	250	250	275	275	1,101	750	(351)	1,027	(74)
6407-70-***	109	0	(109)	0	(109)	274	1,474	1,199	1,474	1,199
6501-70-***	300	350	50	300	0	960	1,050	90	960	0
6502-70-***	48	0	(48)	0	(48)	343	0	(343)	0	(343)
6503-70-***	187	0	(187)	0	(187)	561	114	(447)	114	(447)
6504-70-***	150	0	(150)	0	(150)	0	450	(450)	0	(450)
6505-70-***	289	512	223	918	629	1,721	1,536	(185)	1,652	(68)
6602-70-***	0	0	0	943	943	78	0	(78)	1,312	1,234
6603-70-***	0	0	0	0	0	105	0	(105)	0	(105)
6605-70-***	370	250	(120)	271	(100)	1,690	750	(940)	832	(858)
6608-70-***	122	0	(122)	0	(122)	122	0	(122)	0	(122)
6610-70-***	164	58	(106)	150	(14)	439	174	(265)	273	(166)
6611-70-***	56	58	2	0	(56)	123	174	51	15	(108)
6904-70-***	191	286	95	286	95	572	668	95	668	95
8012-70-***	0	0	0	0	0	14	104	90	0	(14)
9000-70-***	0	0	0	743	743	5,488	0	(5,488)	1,445	(4,043)
9009-70-***	51	94	43	94	43	254	327	73	327	73
9017-70-***	0	25	25	22	22	11	75	64	22	11
	30,900	31,595	696	29,828	(1,072)	97,450	99,286	1,836	96,778	(672)

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance	Maintenance	YTD	YTD Budget	Variance	YTD Last Year	Variance
6001-60-***	470	450	(20)	376	(94)	Utilities-Electric-AGRO	1,158	1,500	342	376	(782)
6004-60-***	275	275	0	200	(75)	Phone-Cell-AGRO	900	825	(75)	575	(325)
6007-60-***	755	3,000	2,245	477	(278)	Utilities-Electric-Irrigation-AGRO	5,791	11,500	5,709	4,369	(1,422)
6101-60-***	5,163	7,500	2,337	9,084	3,921	Supplies-AGRO	9,815	23,500	13,685	33,094	23,279
6102-60-***	288	0	(288)	0	(288)	Supplies-Cleaning-AGRO	288	0	(288)	0	(288)
6103-60-***	0	0	0	0	0	Supplies-Office-AGRO	0	32	32	0	0
6106-60-***	120	250	130	0	(120)	Supplies-Landscape-AGRO	120	250	130	0	(120)
6107-60-***	0	0	0	0	0	Supplies-Course--AGRO	0	500	500	274	274
6108-60-***	69	50	(19)	0	(69)	Supplies-Shop-AGRO	69	550	481	0	(69)
6201-60-***	0	0	0	42	42	Building Maint and Repair-AGRO	825	0	(825)	718	(107)
6202-60-***	1,694	3,500	1,806	3,954	2,260	Equip Maint/Repair-Fix-AGRO	9,532	10,500	968	11,167	1,635
6203-60-***	0	100	100	0	0	Equip Maint/Repair-Prevent-AGRO	0	300	300	560	560
6205-60-***	0	3,000	3,000	155	155	Irrigation Repairs-AGRO	3,535	10,000	6,465	1,540	(1,995)
6206-60-***	0	0	0	1,137	1,137	Pump Repair	0	0	0	1,137	1,137
6301-60-***	0	0	0	0	0	Licenses, Fees, and Permits-AGRO	0	400	400	435	435
6402-60-***	0	0	0	700	700	Outside Services-AGRO	3,000	3,000	0	700	(2,300)
6502-60-***	0	0	0	0	0	Computer Supplies/Equipment-AGRO	1,394	0	(1,394)	0	(1,394)
6602-60-***	0	0	0	112	112	Employee Meals-AGRO	0	0	0	112	112
6606-60-***	0	0	0	0	0	Travel/Education-AGRO	0	0	0	71	71
6607-60-***	260	300	40	201	(59)	Uniforms-AGRO	918	900	(18)	435	(483)
6803-60-***	710	530	(180)	1,051	341	Portable Toilets-AGRO	2,613	1,590	(1,023)	2,102	(510)
7001-60-***	14,836	19,000	4,164	18,502	3,666	Chemicals-Fungicides-AGRO	42,652	45,000	2,348	52,430	9,778
7002-60-***	0	200	200	0	0	Chemicals-Herbicides-AGRO	5,206	3,900	(1,306)	5,347	141
7003-60-***	7,145	1,500	(5,645)	0	(7,145)	Chemicals-Insecticides-AGRO	18,515	7,500	(11,015)	6,829	(11,687)
7004-60-***	0	0	0	410	410	Chemicals-Growth Regulators-AGRO	6,076	2,800	(3,276)	4,236	(1,839)
7005-60-***	278	1,617	1,339	0	(278)	Chemicals-Wetting Agents-AGRO	10,128	10,617	489	8,514	(1,615)
7008-60-***	3,413	4,100	687	1,894	(1,519)	Fertilizers-Fairways / Roughs-AGRO	10,760	14,100	3,340	7,167	(3,593)
7009-60-***	964	4,400	3,436	3,578	2,615	Fertilizers-Greens-AGRO	9,753	14,900	5,147	15,074	5,321
7010-60-***	0	500	500	860	(627)	Fertilizers-Tees-AGRO	2,243	3,500	1,257	3,550	1,307
7012-60-***	933	2,000	1,067	305	(2,527)	Pre-Emergents-AGRO	933	2,000	1,067	305	(627)
7013-60-***	0	0	0	0	0	Soil Amendments-AGRO	6,738	0	(6,738)	7,581	843
7101-60-***	1,311	2,700	1,389	1,307	(4)	Sand-Bunkers-AGRO	1,311	8,700	7,389	4,344	3,033
7102-60-***	0	750	750	0	0	Sand-Top Dressing greens/tees-AGRO	4,297	9,950	5,653	3,488	(808)
7103-60-***	11,010	5,000	(6,010)	7,693	(3,317)	Seed-AGRO	14,773	7,244	(7,529)	8,939	(5,834)
7104-60-***	0	786	786	0	0	Sod/Sprigs-AGRO	0	2,786	2,786	6,776	6,776
7105-60-***	0	350	350	0	0	Water/Soil Testing-AGRO	0	1,050	1,050	0	0
7201-60-***	0	60	60	0	0	Oil/Lube-AGRO	0	180	180	409	409
7202-60-***	66	50	(16)	73	8	Safety Equipment-AGRO	180	150	(30)	207	27
7204-60-***	0	0	0	0	0	Aerification-AGRO	1,935	1,600	(335)	1,293	(642)
7205-60-***	4,031	3,000	(1,031)	2,225	(1,807)	Gas Diesel-AGRO	8,999	10,500	1,501	6,417	(2,582)
8012-60-***	70	0	(70)	800	730	Chamber / Organization Dues	825	390	(435)	800	(25)
9000-60-***	0	0	0	137	137	Miscellaneous-AGRO	0	0	0	137	137
9007-60-***	0	0	0	0	0	Small Equipment/Hand Tools-AGRO	482	900	418	2,674	2,192
	53,860	64,968	11,108	57,800	3,941	Total Maintenance	185,762	213,114	27,352	204,181	18,419

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
 Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance	F&B	YTD	YTD Budget	Variance	YTD Last Year	Variance
6004-80-***	0	75	75	75		Phone-Cell-F&B	0	225	225	150	150
6101-80-***	0	1,000	1,000	327		Supplies-F&B	166	2,000	1,834	733	567
6102-80-***	122	0	(122)	59	(62)	Supplies-Cleaning-F&B	181	0	(181)	59	(121)
6109-80-***	1,682	3,322	1,640	2,817	1,134	Supplies-Paper and Plastic-F&B	4,633	7,351	2,717	4,868	235
6110-80-***	37	0	(37)	0	(37)	Supplies-Barquet-F&B	72	3,000	2,928	0	(72)
6112-80-***	152	250	98	80	(72)	Supplies-Kitchen-F&B	517	750	233	108	(409)
6201-80-***	450	0	(450)	0	(450)	Building Maint and Repair-F&B	450	0	(450)	38	(412)
6202-80-***	0	0	0	785		Equip Maint/Repair-Fix-F&B	0	1,000	1,000	1,479	1,479
6203-80-***	0	1,400	1,400	0	0	Equip Maint/Repair-Prevent-F&B	0	1,900	1,900	300	300
6304-80-***	7	0	(7)	0	(7)	Finance Charges	7	0	(7)	0	(7)
6312-80-***	0	0	0	1,600		Liquor License-F&B	0	0	0	1,600	1,600
6406-80-***	81	81	(0)	81		Pest Control-F&B	243	243	(0)	162	(81)
6409-80-***	337	424	87	411	73	Linens/Laundry-F&B	337	1,364	1,027	460	122
6605-80-***	0	0	0	0	0	Training/Staff Development-F&B	0	0	0	123	123
6607-80-***	45	0	(45)	43	(2)	Uniforms-F&B	164	1,000	836	43	(121)
6608-80-***	0	0	0	0	0	Vehicle Mileage Expense-F&B	8	0	(8)	0	(8)
9016-80-***	165	0	(165)	0	(165)	Propane-F&B	165	0	(165)	0	(165)
	3,079	6,553	3,474	6,277	3,199	Total F&B	6,944	18,833	11,889	10,123	3,179
Amenities											
6004-51-***	0	75	75	0	0	Phone-Cell-INST	270	225	(45)	360	90
6101-51-***	3,682	150	(3,532)	0	(3,682)	Supplies-INST	4,656	950	(3,706)	3,056	(1,600)
6103-51-***	0	100	100	0	0	Supplies-Office-INST	0	300	300	0	0
6202-51-***	0	0	0	0	0	Equip Maint/Repair-Fix-INST	123	0	(123)	0	(123)
6301-51-***	0	199	199	0	0	Licenses, Fees, and Permits-INST	0	597	597	0	0
6402-51-***	0	0	0	0	0	Outside Services-INST	0	0	0	360	360
6601-51-***	0	0	0	200	200	Education-INST	0	0	0	400	400
6607-51-***	146	0	(146)	0	(146)	Uniforms-INST	146	350	204	0	(146)
7000-51-***	0	0	0	106	106	General Chemicals-INST	0	0	0	106	106
9000-51-***	0	0	0	0	0	Miscellaneous-INST	0	0	0	397	397
	3,828	524	(3,304)	306	(3,522)	Total Amenities	5,194	2,422	(2,772)	4,678	(516)
Sales and Marketing											
6004-75-***	0	75	75	0	0	Phone-Cell-MRKT	0	225	225	0	0
8003-75-***	82	500	418	495	413	Advertising (Electronic)-MRKT	82	1,500	1,418	665	583
8007-75-***	200	200	0	201	1	Web Site-MRKT	2,479	1,900	(579)	2,351	(127)
8008-75-***	300	300	0	300	0	Graphic Design-MRKT	900	900	0	900	0
8009-75-***	0	240	240	0	0	Collateral Materials-MRKT	0	720	720	0	0
8012-75-***	0	0	0	0	0	Chamber / Organization Dues-MRKT	100	0	(100)	0	(100)
8013-75-***	0	0	0	0	0	Special Promotions / Events -MRKT	668	0	(668)	0	(668)
8015-75-***	125	0	(125)	250	125	Sales Management	375	0	(375)	1,050	675
8018-75-***	0	450	450	0	0	CX Evaluations-Mystery Shops-MRKT	0	1,350	1,350	0	0
	707	1,765	1,058	1,246	538	Total Sales and Marketing	4,604	6,595	1,991	4,966	363
Leases, Taxes and Insurance											
7301-70-***	19,218	19,818	600	17,539	(1,679)	Golf Cart Equip Leases-G&A	57,653	59,453	1,800	52,618	(5,036)
7302-70-***	9,758	13,448	3,690	3,933	(5,825)	Maint Equip Leases-Operating-G&A	29,275	36,655	7,380	22,058	(7,217)
7304-70-***	639	639	0	639	0	Other Equip Leases-G&A	1,916	1,917	1	1,916	0
7401-70-***	9,023	7,436	(1,587)	6,760	(2,264)	Insurance-P&C-G&A	27,062	22,308	(4,754)	20,280	(6,783)
	38,638	41,341	2,703	28,871	(9,767)	Total Leases, Taxes and Insurance	115,907	120,333	4,427	96,872	(19,035)
	139,302	156,667	17,365	134,713	(4,589)	Total Other Operational Expenses	448,755	493,701	44,946	449,302	547
	262,905	297,912	35,007	253,091	(9,814)	Total Expenses	879,967	881,923	1,956	801,850	(78,117)
	153,606	103,052	50,554	138,411	15,195	EBITDAR	490,627	299,861	190,766	443,101	47,526
	153,606	103,052	50,554	138,411	15,195	EBITDA	490,627	299,861	190,766	443,101	47,526

Compass Pointe Golf Courses

Fiscal Year July 2021 to June 2022

GL Code	Actual	Budget	Variance	Last Year	Variance		YTD	YTD Budget	Variance	YTD Last Year	Variance
9515-90-***	0	0	0	0	0	Other Expense	0	0	0	0	0
9515-60-***	0	0	0	0	0	Other Below Line Expense	0	0	0	0	0
9519-90-***	0	0	0	0	0	Loss on Equipment Sale	0	0	0	0	0
	0	0	0	0	0	Total Other Expense	0	0	0	0	0
						Capital Improvements/Cap Reserve					
9701-90-***	0	0	0	0	0	Capital Improvements-Buildings	0	0	0	0	0
9702-90-***	0	0	0	0	0	Capital Improvements-Bunkers	0	0	0	0	0
9703-90-***	0	0	0	0	0	Capital Improvements-Cart Path	0	0	0	0	0
9704-90-***	0	0	0	0	0	Capital Improvements-Drainage	0	0	0	0	0
9705-90-***	0	0	0	0	0	Capital Improvements-Equipment	0	0	0	0	0
9706-90-***	0	0	0	0	0	Capital Improvements-Golf Cour	0	0	0	0	0
9707-90-***	0	0	0	0	0	Capital Improvements-Greens	0	0	0	0	0
9708-90-***	0	0	0	0	0	Capital Improvements-Irrigatio	0	0	0	0	0
9709-90-***	0	0	0	0	0	Capital Improvements-Pavilion	0	0	0	0	0
9710-90-***	0	0	0	0	0	Capital Improvements-Ponds	0	0	0	0	0
9711-90-***	0	0	0	0	0	Capital Improvements-Signage	0	0	0	0	0
9712-90-***	0	0	0	0	0	Capital Improvements-Tees	0	0	0	0	0
9714-90-***	0	0	0	0	0	Contract Exp-Capital Reserve	0	0	0	0	0
	\$0.00	\$0.00	0	\$0.00	0	Total Capital Improvements/Cap Reserve	\$0.00	\$0.00	0	\$0.00	0
	0	0	0	0	0	Total Interest Expense	0	0	0	0	0
	153,606	103,052	50,554	138,411	15,195	Net Income	490,627	299,861	190,766	443,101	47,526

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
Fiscal Year July 2021 to June 2022

September				YTD						
Actual	Budget	Budget		COGS and PROFIT CENTERS	Actual	Budget	Budget		Last Year	Variance
		Variance	Last Year				Variance	Last Year		
Revenue										
33,840	39,283	(5,443)	30,513	3,327 Pro Shop Sales	112,609	124,927	(12,318)	96,858	15,751	
26,984	39,191	(12,207)	18,068	8,916 Food	69,260	84,792	(15,532)	35,226	34,034	
9,539	8,828	711	9,966	(427) Non-Alcoholic Beverages	34,950	28,011	6,939	28,547	6,403	
45,934	43,850	2,084	34,572	11,362 Alcohol - Beer	111,288	97,774	13,514	81,572	29,716	
12	150	(138)	0	12 Alcohol - Wine	31	450	(419)	4	27	
18,894	7,187	11,707	8,311	10,583 Alcohol - Liquor	44,526	18,706	25,820	23,754	20,773	
135,203	138,489	(3,286)	101,430	33,773 Total Pro Shop/Food/Bev Revenue	372,663	354,659	18,004	265,960	106,703	
Cost of Sales										
21,257	27,768	6,512	19,952	(1,305) COGS - Pro Shop	74,730	88,546	13,816	58,798	(15,933)	
8,694	11,757	3,063	8,164	(530) COGS - Food	21,381	25,438	4,056	14,634	(6,748)	
2,757	2,648	(108)	4,864	2,107 COGS - Non-Alcoholic Beverages	11,725	8,403	(3,321)	10,626	(1,099)	
10,959	13,155	2,196	6,402	(4,557) COGS - Alcohol - Beer	27,414	29,332	1,918	18,366	(9,048)	
50	45	(5)	0	(50) COGS - Alcohol - Wine	119	135	16	41	(78)	
4,241	2,156	(2,085)	2,088	(2,153) COGS - Alcohol - Liquor	12,719	5,612	(7,108)	6,256	(6,463)	
47,958	57,530	9,572	41,469	(6,489) Total Cost of Sales	148,088	157,465	9,377	108,720	(39,369)	
Cost of Sales %										
62.8%	70.7%	7.9%	65.4%	COGS - Pro Shop	66.4%	70.9%	4.5%	60.7%	(5.7%)	
32.2%	30.0%	(2.2%)	45.2%	COGS - Food	30.9%	30.0%	(0.9%)	41.5%	10.7%	
28.9%	30.0%	1.1%	48.8%	COGS - Non-Alcoholic Beverages	33.5%	30.0%	(3.5%)	37.2%	3.7%	
23.9%	30.0%	6.1%	18.5%	COGS - Alcohol - Beer	24.6%	30.0%	5.4%	22.5%	(2.1%)	
431.0%	30.0%	(401.0%)	0.0%	COGS - Alcohol - Wine	387.1%	30.0%	(357.1%)	1039.5%	652.4%	
22.4%	30.0%	7.6%	25.1%	COGS - Alcohol - Liquor	28.6%	30.0%	1.4%	26.3%	(2.2%)	
35.5%	41.5%	6.1%	40.9%	5.4% Total Cost of Sales	39.7%	44.4%	4.7%	40.9%	1.1%	
Profit Center Analysis										
Golf Shop										
33,840	39,283	(5,443)	30,513	Sales	112,609	124,927	(12,318)	96,858	15,751	
21,257	27,768	6,512	19,952	Cost of Sales	74,730	88,546	13,816	58,798	(15,933)	
12,583	11,515	1,069	10,561	Golf Shop Contribution (\$)	37,879	36,381	1,497	38,060	(181)	
37.2%	29.3%	0.0%	34.6%	Contribution (%)	33.6%	29.1%	0.0%	39.3%	(1.2%)	
\$1.62	\$1.52	\$0.10	\$1.26	Contribution APR	\$1.47	\$1.52	(\$0.04)	\$1.40	\$0.08	
Food & Beverage										
101,363	99,206	2,157	70,917	F&B Revenue	260,054	229,732	30,322	169,102	90,952	
21,8%	21.6%	0.2%	16.4%	% of Total Revenue	17.1%	17.2%	(0.0%)	12.5%	4.6%	
26,702	29,762	3,060	21,517	Cost of Sales	73,358	68,920	(4,439)	49,922	(23,436)	
26.3%	30.0%	3.7%	30.3%	% of F&B Revenue	28.2%	30.0%	1.8%	29.5%	1.3%	
11,523	13,855	2,332	9,288	Labor Expense	36,230	40,317	4,088	27,690	(8,540)	
11.4%	14.0%	2.6%	13.1%	% of F&B Revenue	13.9%	17.5%	3.6%	16.4%	2.4%	
3,079	6,553	3,474	6,277	Operating Expense	6,944	18,833	11,889	10,123	3,179	
3.0%	6.6%	3.6%	8.9%	% of F&B Revenue	2.7%	8.2%	5.5%	6.0%	3.3%	
60,060	49,037	11,023	33,835	Food & Beverage Contribution (\$)	143,522	101,662	41,860	81,367	62,155	
59.3%	49.4%	9.8%	47.7%	Contribution (%)	55.2%	44.3%	10.9%	48.1%	7.1%	
\$7.71	\$6.45	\$1.26	\$4.04	Contribution APR	\$5.58	\$4.24	\$1.34	\$2.99	\$2.59	

Compass Pointe Golf Courses
For the Month Ending September 30th, 2021
Fiscal Year July 2021 to June 2022

September				YTD			
Actual	Budget	Last Year	Last Year	Actual	Budget	Budget	Last Year
	Variance	Variance	Variance			Variance	Variance
1,694	1,500	194	1,455	3,055	3,100	(45)	1,873
Rounds - Outings							
239 Rounds - Outings							
Revenue - Outings							
57,184	46,800	10,384	49,642	104,847	77,800	27,047	64,613
15,272	13,515	1,757	13,119	27,544	27,931	(387)	16,912
654	0	654	241	2,030	0	2,030	1,398
0	28,163	(28,163)	0	0	45,113	(45,113)	0
0	25,303	(25,303)	0	0	40,566	(40,566)	(855)
(720)	0	(720)	(1,001)	(3,148)	0	(3,148)	(1,531)
280 Other F & B - Outings							
Total Outings Revenue							
72,389	113,782	(41,393)	62,001	131,272	191,410	(60,138)	49,878
Revenue - Dept							
217,951	196,800	21,151	214,880	717,372	599,800	117,572	721,465
64,569	70,456	(5,887)	68,042	209,635	222,540	(12,905)	221,531
11,910	9,500	2,410	9,251	41,422	31,000	10,422	30,381
36,523	48,019	(11,496)	28,034	104,210	112,803	(8,593)	63,773
64,840	51,187	13,653	42,883	155,845	116,930	38,915	105,329
1,605	1,000	605	604	(805)	1,000	(1,805)	(793)
Total Dept Revenue							
397,398	376,962	20,436	363,694	1,227,678	1,084,072	143,606	1,142,468
Outings % of Dept Revenue							
26.2%	23.8%	2.5%	23.1%	14.6%	13.0%	1.6%	9.0%
23.7%	19.2%	4.5%	19.3%	13.1%	12.6%	0.6%	7.6%
5.5%	0.0%	5.5%	2.6%	4.9%	0.0%	4.9%	2.1%
0.0%	58.7%	(58.7%)	0.0%	0.0%	40.0%	(40.0%)	0.0%
0.0%	49.4%	(49.4%)	0.0%	0.0%	34.7%	(34.7%)	0.8%
(44.9%)	0.0%	(44.9%)	120.7%	0.0%	0.0%	0.0%	0.0%
Total Outings % of Dept Revenue							
18.2%	30.2%	(12.0%)	17.0%	10.7%	17.7%	(7.0%)	7.1%
Outings APR							
33.76	31.20	2.56	34.12	34.32	25.10	9.22	34.50
9.02	9.01	0.01	9.02	9.02	9.01	0.01	9.03
0.39	0.00	0.39	0.17	0.66	0.00	0.66	0.34
0.00	18.78	(18.78)	0.00	0.00	14.55	(14.55)	0.00
0.00	16.87	(16.87)	0.00	0.00	13.09	(13.09)	0.46
(0.43)	0.00	(0.43)	(0.69)	(1.03)	0.00	(1.03)	(0.86)
Total Outings APR							
42.73	75.85	(33.12)	42.61	42.97	61.75	(18.78)	43.46

EXHIBIT “B”

Schedule of Compensation



MONTEBELLO



OUT YEAR PROFORMA

Golf	\$ 36.28	\$ 37.01	\$ 37.75	\$ 38.50	\$ 38.89
Retail	\$ 2.08	\$ 2.16	\$ 2.25	\$ 2.34	\$ 2.43
Other	\$ 0.75	\$ 0.76	\$ 0.78	\$ 0.79	\$ 0.83
TOTAL	\$ 39.11	\$ 39.93	\$ 40.77	\$ 41.63	\$ 42.14

YEAR	TOTAL ROUNDS OF GOLF	65,000	66,300	67,626	68,979	68,979	336,883
		1	2	3	4	5	Years 1 to 5
		2024	2025	2026	2027	2028	TOTAL
REVENUES							
Greens Fees		\$ 1,935,850	\$ 2,014,058	\$ 2,095,426	\$ 2,180,082	\$ 2,201,882	\$ 10,427,298
Pro Shop Sales		\$ 135,000	\$ 143,208	\$ 151,915	\$ 161,151	\$ 167,598	\$ 758,872
Other Golf Revenues (club rental, handicap, locker, bag storage)		\$ 48,750	\$ 50,700	\$ 52,728	\$ 54,837	\$ 57,031	\$ 264,046
TOTAL REVENUE		\$ 2,542,100	\$ 2,647,535	\$ 2,757,397	\$ 2,871,874	\$ 2,907,072	\$ 13,725,978
COST OF SALES							
COGS - Pro Shop Merch.	70%	\$ 94,500	\$ 100,246	\$ 106,341	\$ 112,806	\$ 117,318	\$ 531,210
TOTAL COST OF SALES		\$ 94,500	\$ 100,246	\$ 106,341	\$ 112,806	\$ 117,318	\$ 531,210
GROSS INCOME		\$ 2,447,600	\$ 2,547,290	\$ 2,651,056	\$ 2,759,068	\$ 2,789,754	\$ 13,194,768
LABOR							
	Increase >>	3.0%	3.0%	3.0%	3.0%	3.0%	
Golf Operations Labor		\$ 369,309	\$ 380,388	\$ 391,800	\$ 403,554	\$ 415,660	\$ 1,960,710
Golf Course Maintenance Labor		\$ 516,671	\$ 532,171	\$ 548,136	\$ 564,580	\$ 581,518	\$ 2,743,077
Total Direct Labor		\$ 885,980	\$ 912,559	\$ 939,936	\$ 968,134	\$ 997,178	\$ 4,703,787
Total Payroll Taxes		\$ 84,168	\$ 86,693	\$ 89,294	\$ 91,973	\$ 94,732	\$ 446,860
Total Medical/Health Benefits		\$ 50,884	\$ 52,411	\$ 53,983	\$ 55,602	\$ 57,270	\$ 270,150
Insurance - Workers Comp		\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158	\$ 345,094
TOTAL LABOR		\$ 1,086,032	\$ 1,118,613	\$ 1,152,171	\$ 1,186,736	\$ 1,222,338	\$ 5,765,890
OTHER OPERATIONAL EXPENSES							
	Increase >>	3.0%	3.0%	3.0%	3.0%	3.0%	
Golf Operations Expense		\$ 25,420	\$ 16,183	\$ 16,668	\$ 17,168	\$ 17,683	\$ 93,122
General & Administrative Expense		\$ 181,977	\$ 169,936	\$ 175,034	\$ 180,285	\$ 185,694	\$ 892,926
Golf Course Maintenance Expense		\$ 377,609	\$ 368,937	\$ 387,505	\$ 406,631	\$ 426,329	\$ 1,967,012
Sales and Marketing Expense		\$ 46,900	\$ 48,307	\$ 49,756	\$ 51,249	\$ 52,786	\$ 248,998
Golf Cart Lease (Feeds from Golf Cart Lease Tab)		\$ 49,680	\$ 49,680	\$ 55,000	\$ 55,000	\$ 55,000	\$ 264,360
Equipment Lease - Existing JD - Ends 9/2025		\$ 88,200	\$ 44,100	\$ -	\$ -	\$ -	\$ 132,300
New Equipment \$ 200,000 60 Months 8%		\$ 48,660	\$ 48,660	\$ 48,660	\$ 48,660	\$ 48,660	\$ 243,300
Utilities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - P and C		\$ 42,000	\$ 43,260	\$ 44,558	\$ 45,895	\$ 47,271	\$ 222,984
TOTAL OTHER OPERATIONAL EXPENSES		\$ 860,446	\$ 789,063	\$ 777,182	\$ 804,887	\$ 833,424	\$ 4,065,002
TOTAL EXPENSES		\$ 1,946,478	\$ 1,907,676	\$ 1,929,353	\$ 1,991,624	\$ 2,055,762	\$ 9,830,892
EBITDAR		\$ 501,122	\$ 639,614	\$ 721,704	\$ 767,444	\$ 733,991	\$ 3,363,876
CUMULATIVE EBITDAR		\$ 501,122	\$ 1,140,736	\$ 1,862,440	\$ 2,629,884	\$ 3,363,876	
OPERATING MARGIN		20%	24%	26%	27%	25%	25%



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT RESOLUTION NO. 24-07 AUTHORIZING THE CITY MANAGER TO EXECUTE THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (OES) EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AGREEMENT**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-07 authorizing the City Manager to execute the California Office of Emergency Services (Cal OES) Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program Application; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The submission of the Resolution (Attachment B) and the FY 2023 Standard Assurances Emergency Operations Center Grant Program application (Attachment C) is a condition required by the Federal Emergency Management Agency (FEMA) which allows the City of Montebello to receive the previously awarded grant funds. There is no fiscal impact related to the recommended actions.

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. 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

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 2

of Emergency Services (Cal-OES) is the recipient of the Federal funding for this grant program.

On November 8, 2023, the City Council approved a sub-award to the City in the amount of \$2,211,745 for the Public Safety Critical Communications Upgrade Project, and appropriated funds for their use. All activities funded by this sub-award must be completed within the performance period of June 1, 2023, to February 28, 2026. Staff have submitted various reports to secure funding including a formal investment justification (IJ) that addressed the proposed Emergency Operation Center (EOC) project and a required Environmental Planning and Historic (EHP) review. The formal subrecipient sub-award approval letter is attached for reference (Attachment A).

To complete the grant award process, the City is required to submit a Resolution (Attachment B) appointing an official authorized to approve the FY 2023 Standard Assurances Emergency Operations Center Grant Program form (Attachment C). The Resolution will authorize the City Manager to approve the grant program "Standard Assurances" form, as well as other required forms and documents related to the EOC grant award.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) under 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 recommends that the City Council adopt Resolution No. 24-07 authorizing the City Manager to execute the Cal-OES Emergency Operations Center grant program agreement and any other related and necessary grant program forms and applications.

ATTACHMENT(S)

1. Attachment A - Cal OES Subaward Letter
2. Attachment B - Resolution - No. 24-07 - CALOES Grant (Draft)
3. Attachment C - FY 2023 EOC Standard Assurances MTB Final

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

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL-OES) FOR FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO

RECITALS

WHEREAS, the City of Montebello ("City") desires to participate in the California Office of Emergency Services (Cal-OES) Fiscal Year 2023 Emergency Operations Center Grant Program funded through the California Office of Emergency Services (Cal-OES)

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

SECTION 1. AUTHORITY. City Manager, Raul Alvarez, MPA and/or his designee, is hereby authorized on behalf of the City Council to submit the grant proposal, execute the California Office of Emergency Services (Cal-OES) Fiscal Year 2023 Emergency Operations Center Grant Program, in a final form approved by the City Attorney's Office, and finalize any other document reasonably-related to the funding contemplated herein, including any amendments thereof.

SECTION 2. ASSURANCES. FY 2023 Standard Assurances Emergency Operations Center Grant Program. The California Office of Emergency Services (Cal-OES) Fiscal Year 2023 Emergency Operations Center Grant Program funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 3. GRANT AGREEMENT. The City of Montebello agrees to abide by the terms and conditions of the California Office of Emergency Services (Cal-OES) Fiscal Year 2023 Emergency Operations Center Grant Program agreement as set forth by the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program as a Sub award from the California Office of Emergency Services (Cal-OES), attached hereto in substantial form.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

RESOLUTION NO. 24-07

Page 2 of 2

APPROVED AND ADOPTED THIS 24th DAY OF JANUARY 2024.

Scarlet Peralta, 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. 24-07 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 24th day of January 2024 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



FY 2023 Standard Assurances Emergency Operations Center Grant Program

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and possesses the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the Award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

- (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, reproductive health decision making (effective January 1, 2023), genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



FY 2023 Standard Assurances Emergency Operations Center Grant Program

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that Applicant shall not submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



FY 2023 Standard Assurances Emergency Operations Center Grant Program

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



FY 2023 Standard Assurances Emergency Operations Center Grant Program

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII it collects. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



FY 2023 Standard Assurances Emergency Operations Center Grant Program

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use Federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured 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 percent 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; and



FY 2023 Standard Assurances

Emergency Operations Center Grant Program

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred 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. 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.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

39. Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Applicant State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of Executive Order 14074 and are encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



FY 2023 Standard Assurances Emergency Operations Center Grant Program

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on the Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Security Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: Fernando Peláez, Fire Chief _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Raul Alvarez

Title: City Manager Date: 1/24/2024



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: APPROVE SUBMISSION OF AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT PROGRAMS DIRECTORATE (GPD) FISCAL YEAR 2023 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM (AFG)

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve submission of a grant application to the Federal Emergency Management Agency (FEMA) Grant Programs Directorate (GPD) Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Grant; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program will open a funding opportunity early this year to submit a competitive grant application. Depending on the scope of the project, the City funds are for an approximately one (1) year project. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds. The City was successful in receiving an AFG award in 2022 for \$183,000 that was utilized for preparing a comprehensive risk assessment.

BACKGROUND/DISCUSSION:

The Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety and well-being of the public and firefighters. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles,

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 2

training and other resources necessary for protecting the public and emergency personnel from fire and related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. As of September 20, 2023, FEMA has made 1,708 awards totaling \$324 million in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

In 2022, the City of Montebello Fire Department submitted a grant proposal for the Assistance to Firefighters Grant (AFG) Program and was awarded a total of \$183,848 for Fiscal Year 2022-23. This funding provided the ability to conduct for the first time in the Department's history the Fire Department Standards of Cover and Comprehensive Risk Assessment (March 2023). The City's grant proposal under this new round of funding would seek funding for Self-Contained Breathing Apparatus, required fire equipment, and vehicle acquisition. The additional funding would provide much-needed operational infrastructure to support the Fire Department's overall strategic goals in delivering services to the community.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of a grant proposal application for the Federal Emergency Management Agency (FEMA), Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE SUBMISSION OF A GRANT PROPOSAL APPLICATION FOR THE LISTOS CALIFORNIA (LC) COMMUNITY EMERGENCY RESPONSE TEAM (CERT) SUPPORT GRANT PROGRAM ADMINISTERED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (Cal-OES)**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve the submission of a grant proposal application to the California Office of Emergency Services (Cal-OES) for the Listos California (LC) Community Emergency Response Team (CERT) Support Grant Program ; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The California Office of Emergency Services (Cal-OES) has a funding opportunity to submit a competitive grant application. The grant was released on January 8, 2024, and applications are due March 4, 2024. Depending on the scope of the project, the City could potentially receive up to \$500,000 from the Listos California (LC) Community Emergency Response Team Support Grant Program. This funding opportunity has no local matching funds requirement. If a grant is awarded and once the award amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND/DISCUSSION:

The purpose of the Listos California (LC) Community Emergency Response Team (CERT) Support Grant Program is to provide funding to new and existing CERT programs. The funding is designed to support projects that help prepare vulnerable and

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 3

underserved populations including: providing CERT training in languages other than English, providing CERT training to underserved populations that are at high risk for disasters, providing accommodations for training participants that have access or functional needs such as English as a Second Language (ESL) interpretation and building capacity to respond to disasters.

As part of the Montebello Fire Department's Strategic Plan and Emergency Operation Management Goals, as well as identified as a potential effort for community engagement in the Standards of Cover and Comprehensive Risk Assessment, the Community Emergency Response Team (CERT) allows community engagement, with a focus on fire safety and community wellness in the event of a disaster. The goal is to develop a plan to include various community stakeholders: Adventist White Memorial Hospital, skilled nursing Facilities, Montebello Unified School District, City departments, etc.

The objective of the Montebello Community Emergency Response Team (CERT) program is to provide education to volunteers about disaster preparedness for the hazards that may occur where they live. The Montebello CERT program trains volunteers in basic disaster response skills such as:

- Fire safety
- Light search and rescue
- Team organization
- Disaster medical operations

The Montebello Fire Department is seeking to submit a grant proposal for funding that will be used towards the implementation of the CERT Program. Once the proposed focus area is identified, the Department will be applying under the appropriate category based on specific grant guidelines. The additional funding resources would provide much-needed start-up resources for developing the infrastructure to support the Fire Department's overall strategic goals in delivering the CERT Program as a way of increasing protection and preventive services within the community.

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of the grant proposal application to the California Office of Emergency Services (Cal-OES) for the Listos California (LC) Community Emergency Response Team (CERT) Support Grant.

ATTACHMENT(S)

1. Attachment A - FY2023 Listos CERT Support RFP

NEXT STEPS:

N/A



REQUEST FOR PROPOSAL

The California Governor's Office of Emergency Services (Cal OES) is soliciting proposals for the following program:

LISTOS CALIFORNIA CERT SUPPORT GRANT (LC) PROGRAM

Release Date: January 8, 2024

This Request for Proposal (RFP) provides detailed information and forms necessary to prepare a proposal for Cal OES grant funds. The terms and conditions of this RFP supersede previous RFPs and conflicting provisions stated in the [Subrecipient Handbook \(SRH\)](#).

PROGRAM SYNOPSIS

Description:

The purpose of the Listos California CERT Support Grant (LC) Program is to provide funding to new and existing CERT programs to support projects that help prepare vulnerable and underserved populations including: providing CERT training in languages other than English, providing CERT training to underserved and/or populations that are at high risk for disasters, providing accommodations for training participants that have access or functional needs, such as English as a Second Language (ESL) interpretation, and building capacity to respond to disasters.

Eligibility:

The only eligible Applicants are California Community Emergency Response Team (CERT) programs that are registered through the [Federal Emergency Management Agency \(FEMA\)](#) website as an existing CERT Program, new CERT Programs approved by the California State CERT Administrator, CERT Program Sponsoring Agencies or a fiscal agent representing a CERT Program.

Grant Subaward Performance Period:

June 1, 2024 – December 31, 2025

Available Funding:

There is approximately \$500,000 in State General Funds available for the Program. Applicants may apply for up to \$25,000.

Submission Deadline:

Monday, March 04, 2024



TABLE OF CONTENTS

PART I – OVERVIEW	1
A. PUBLIC RECORDS ACT NOTICE	1
B. CONTACT INFORMATION	1
C. SUBMISSION DEADLINE AND REQUIREMENTS	1
D. ELIGIBILITY	2
E. GRANT SUBAWARD PERFORMANCE PERIOD.....	3
F. FUNDING INFORMATION	3
G. PROGRAMMATIC INFORMATION	3
PART II – RFP INSTRUCTIONS	8
A. SUBRECIPIENT HANDBOOK	8
B. PROPOSAL FORMS	8
1. Grant Subaward Face Sheet (Cal OES Form 2-101)	8
2. Grant Subaward Contact Information (Cal OES Form 2-102)	9
3. Grant Subaward Signature Authorization (Cal OES Form 2-103).....	9
4. Grant Subaward Certification of Assurance of Compliance (Cal OES Forms 2-104)	9
5. Grant Subaward Budget Pages (Cal OES Form 2-106b)	9
6. Grant Subaward Budget Narrative (Cal OES Form 2-107)	12
7. Grant Subaward Programmatic Narrative (Cal OES Form 2-108)	12
8. Subrecipient Grants Management Assessment.....	13
9. Grant Subaward Service Area Information (Cal OES Form 2-154)	13
C. ADMINISTRATIVE REQUIREMENTS	15
PART III – SELECTION AND FINALIZING THE GRANT SUBAWARD	16
A. SELECTION OF PROPOSAL FOR FUNDING	16
1. Proposal Rating	16
2. Funding Decision	16
3. Notification Process	17
B. FINALIZING THE GRANT SUBAWARD.....	17
1. Grant Subaward Application	17
2. Grant Subaward.....	18
3. Standard Grant Subaward Funding Authority	18
PART IV – RATING SHEET	20
PART V – CHECKLIST	23

LISTOS CALIFORNIA CERT SUPPORT GRANT (LC) PROGRAM RFP

PART I – OVERVIEW

- A. PUBLIC RECORDS ACT NOTICE
 - B. CONTACT INFORMATION
 - C. SUBMISSION DEADLINE AND REQUIREMENTS
 - D. ELIGIBILITY
 - E. GRANT SUBAWARD PERFORMANCE PERIOD
 - F. FUNDS
 - G. PROGRAMMATIC INFORMATION
-

A. PUBLIC RECORDS ACT NOTICE

Proposals are subject to the California Public Records Act, Government Code Section 7920.000, *et seq.* Do not put any personally identifiable information or private information on this proposal. If you believe that any of the information you are putting on this proposal is exempt from the Public Records Act, please indicate what portions of the proposal and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

B. CONTACT INFORMATION

Questions concerning this RFP, the proposal process, or programmatic issues must be submitted in writing by email to ListosGrants@caloes.ca.gov.

Cal OES staff cannot assist the Applicant with the actual preparation of their proposal. Cal OES can only respond to technical questions about the RFP during the period of time between the publication date and completion of the RFP process.

C. SUBMISSION DEADLINE AND REQUIREMENTS

One proposal must be emailed to ListosGrants@caloes.ca.gov by **5:00 pm, PST, on Monday, March 04, 2024**. Proposals must be attached as a single document (e.g., PDF) and contain the forms outlined in Part II - RFP Instructions. **Emails should identify the name of the RFP in the Subject line.**

D. ELIGIBILITY

1. Eligibility to Compete for Funding

For a proposal to be eligible to compete for funding (i.e., read and rated) all the following conditions must be met:

- The Applicant must be registered through the [FEMA](#) website as an existing CERT Program, a new CERT Program approved by the California State CERT Administrator, a CERT Program Sponsoring Agency or a fiscal agent representing a CERT Program.

For new CERT Programs, an approval letter from the California State CERT Administrator must be included in the grant submission packet.

- The Applicant must be conducting classroom-based, instructor-led, CERT training based on the 20-hour FEMA curriculum, incorporating all nine modules and all hands-on exercises (e.g., fire suppression, medical triage, cribbing), including a disaster simulation drill, or utilizing the approved CERT Training curriculum. If an Applicant is in a county where classroom-based training has not resumed, utilizing the Hybrid CERT training will suffice. The Hybrid CERT training can be taken for free on the [Cal OES CSTI Learning Management System; Be Ready – Train CSTI](#).
- The proposal must be submitted per the instructions in Part I, Subpart C. SUBMISSION DEADLINE AND REQUIREMENTS.

Please Note: proposals that do not meet the above requirements will be disqualified and not read and rated.

2. Eligibility for Funding Consideration

For a proposal to be considered it must receive a minimum score of 50% of available points on the Rating Sheet (Part IV).

Only one proposal per Applicant will be eligible to receive funding. If an Applicant submits more than one proposal, only the highest scoring proposal, meeting the criteria above, will be considered for funding.

3. Eligibility to Receive Funding

If selected, the following must be completed within 60 days of receiving the Intent to Fund letter to be eligible to receive funding. Applicants:

- Must be registered with the California Department of Justice's Registry of Charitable Trusts with a "current," "exempt," or "pending" status must be registered with the California Department of Justice's Registry of Charitable Trusts with a "current," "exempt," or "pending" status.

E. GRANT SUBAWARD PERFORMANCE PERIOD

The Grant Subaward performance period is June 1, 2024 – December 31, 2025.

F. FUNDING INFORMATION

There is \$500,000 available for the LC Program for the Grant Subaward performance period.

1. Funding Amount

Applicants may apply for up to \$25,000, for the 19-month Grant Subaward performance period to enhance existing or establish new California CERT Programs.

2. Funding Source

The LC Program is supported through the State General Fund. Cal OES's four-character code for this grant fund is LIST. This code will be in the drop-down on the Grant Subaward Face Sheet (Cal OES form 2-101).

There is no match required for the LC Program.

G. PROGRAMMATIC INFORMATION

1. Programmatic Description

The purpose of the LC Program is to provide funding to new and existing CERT programs to support projects that help prepare vulnerable and underserved populations including: providing CERT

training in languages other than English, providing CERT training to underserved and/or populations that are at high risk for disasters, providing accommodations for training participants that have access or functional needs, such as ESL interpretation, and building capacity to respond to disasters.

2. Programmatic Components

a. Listos California Grant Program Materials

Listos California branded materials are required and will be provided by Cal OES. If the Subrecipient chooses to produce their own materials with Listos California Grant Program funds, they must receive prior approval from Cal OES, including the Listos California logo, and adhere to the SRH Part 8.

b. Communication Requirement

The Subrecipient must respond within five (5) business days to all Cal OES required programmatic requests.

c. Training

The Subrecipient must incorporate the materials and resources developed for and provided by the Listos California Grant Program in any emergency preparedness, response, recovery, and mitigation training conducted with grant funding.

The Subrecipient must attend training classes/meetings to receive updates and resources throughout the Grant Subaward performance period.

d. Eligible Activities

Funds may be used to increase the capacity for the CERT Programs to provide CERT training to vulnerable and underserved populations, and to purchase personal protection equipment, background checks, and liability coverage for CERT volunteers.

Funding may also be used for:

1. Training

- To register for CERT-related trainings, i.e.: CERT Basic training, advanced CERT modules, first-aid/CPR, and disaster response training.
- To travel to and from CERT-related trainings, meetings and workshops.
- To attend Listos California training classes monthly throughout the entire Grant Subaward performance period.

2. Equipment

- Personal protection equipment as needed for CERT programs.
- CERT-related training equipment and items that support in-person training sessions, i.e.: laptops, software, projectors, portable screens, and speaker systems.

3. Supplies and Materials

- CERT-related training supplies, printing, training manuals, and materials.

4. Liability Coverage and Background Checks

- To provide liability coverage for CERT volunteers in their Program. The coverage can supplement the California Disaster Service Worker Volunteer Program.
- To provide background checks for CERT volunteers in their Program.

5. Disaster Deployment

- Create/develop/maintain a cadre of CERT volunteers for disaster deployment.

- Cover the cost of deploying CERT volunteers for emergency disaster response.

6. Staffing

- To hire staff that manage all aspects of their CERT Program.

7. Accommodations

- To provide accommodations for training participants that have access or functional needs, such as ESL interpretation.

e. Out-Of-State Travel

Out-of-state travel is only allowed in exceptional situations and must be approved by Cal OES prior to incurring expenses.

f. Food and Beverages

The cost of food and/or beverages at Grant Subaward-sponsored conferences, meetings, or office functions is not allowed.

3. Reporting Requirements

Progress and engagement reports serve as a record for the implementation of the Grant Subaward. Statistics for Progress Reports must be collected on a semi-annual basis and statistics for Engagement Reports must be collected after each engagement activity, even when reporting occurs less frequently. Reports should be submitted via the Listos California Portal and/or online tool.

Information collected will include, but is not limited to:

- Diversity of vulnerable populations reached.
- Number of CERT trainings offered.
- Number of CERT trainees reached/certified.
- Number of and type of organizations reached.
- Number of outreach trainings/events held.
- CERT training, preparedness, and disaster response activities.
- How the grant has increased your Program's capacity to provide CERT training.

a. Cal OES Progress Reports

There are three Progress Reports required for the Program. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1 st Report	June 1, 2024 – December 31, 2024	January 30, 2025
2 nd Report	January 1, 2025 – June 30, 2025	July 30, 2025
Final	July 1, 2025 – December 31, 2025	January 30, 2026

b. Cal OES Engagement Reports

Engagement reports are based upon direct public engagement activities. Subrecipients will be required to submit data directly into an online database immediately after an engagement, activity, or training commences; or no later than the end of each month.

LISTOS CALIFORNIA CERT SUPPORT GRANT (LC) PROGRAM

PART II – RFP INSTRUCTIONS

-
- A. SUBRECIPIENT HANDBOOK
 - B. FORMS
 - C. SPACE LIMITATIONS
 - D. PROPOSAL COMPONENTS
 - E. BUDGET POLICIES
 - F. ADMINISTRATIVE REQUIREMENTS
-

- A. SUBRECIPIENT HANDBOOK

Applicants are strongly encouraged to review the *SRH*. The *SRH* outlines the terms and conditions that apply to Cal OES' Grant Subawards and provides helpful information for developing a proposal, including a Glossary of Terms.

- B. PROPOSAL FORMS

Applicants must use the forms provided on our website. **Applicants may not alter the formatting of any forms, including the Grant Subaward Programmatic Narrative (Cal OES Form 2-108) and the Grant Subaward Budget Narrative (Cal OES Form 2-107).**

If a space limitation is specified under the Programmatic Narrative section, strict adherence to the space limitation is required. **Information included beyond the space limitation and/or unrequested attachments will not be considered in the rating process.**

Applicants must complete and submit all required forms. **Required forms for this Program are identified on the Checklist in Part V.** All forms have written instructions. If a form requires a Grant Subaward number, leave this information blank. General information regarding each form is below.

- 1. Grant Subaward Face Sheet (Cal OES Form 2-101)

This form is the title page of the Grant Subaward that is signed by the Official Designee (*SRH* Section 3.030) and the Cal OES Director (or designee).

2. Grant Subaward Contact Information (Cal OES Form 2-102)

This form provides Cal OES with contact information for all relevant Subrecipient personnel. Information for each individual should be direct contact information.

3. Grant Subaward Signature Authorization (Cal OES Form 2-103)

This form provides Cal OES with signatures of authorized signers and who they authorize to sign on their behalf for all Grant Subaward-related matters.

4. Grant Subaward Certification of Assurance of Compliance (Cal OES Forms 2-104)

This form is a binding affirmation that the Subrecipient will comply with the following regulations and restrictions:

- State and federal civil rights laws;
- Drug Free Workplace;
- California Environmental Quality Act;
- Federal grant fund requirements;
- Lobbying restrictions;
- Debarment and Suspension requirements; and
- Proof of Authority documentation from the city council/governing board.

5. Grant Subaward Budget Pages (Cal OES Form 2-106b)

These forms demonstrate how the Applicant will implement the proposed plan with the funds available through this Program. This is the basis for management, fiscal review, and audit. **Grant Subaward Budget Pages (Cal OES Form 2-106b) are subject to Cal OES modifications and approval.** Failure of the Applicant to include required items does not eliminate responsibility to comply with those requirements during the implementation of the Grant Subaward.

The Grant Subaward Budget Pages (Cal OES Form 2-106b) automatically calculate the subtotal at the end of each budget category and provide the total of the three spreadsheets at the bottom of the Equipment Costs page. Applicants may add additional columns to the Grant Subaward Budget Pages (Cal OES Form 2-106b) when necessary.

Cal OES requires the Applicant to develop a line-item budget that includes a **calculation and justification in the left column for all costs**.

The Grant Subaward Budget Pages (Cal OES Form 2-106b) must:

- Cover the entire Grant Subaward performance period.
- Include costs related to the objectives and activities of the Grant Subaward.
- Strict adherence to required and prohibited expenses.
- Include costs in the correct category (i.e., Personnel Costs, Operating Costs, and Equipment Costs – see below).

Include **only** those items covered by Grant Subaward funds. Applicants may supplement Grant Subaward funds with funds from other sources.

a. Personnel Costs – Salaries/Employee Benefits

1) Salaries

Personnel includes Grant Subaward services performed by Grant Subaward staff **directly employed by the Applicant** (not a contract or Participating Agency) and must be identified by position, cost and time spent on allowable activities for the Grant Subaward (e.g., Clerical Staff @ \$20/hour x 980 hours; or Clerical Staff @ \$1,500/month x 12 months x .50 FTE). Personnel may be salaried or hourly, full-time or part-time positions. Sick leave, vacation, holidays, overtime, and shift differentials must also be budgeted as a part of salaries. If the Applicant's personnel have accrued sick leave or vacation time prior to the approval of the Grant Subaward, they may not take time off using Grant Subaward funds.

2) Benefits

Employee benefits must be identified by type and include a calculation. The Applicant may use fixed percentages of salaries to calculate benefits. Allocated benefits cannot exceed those already established by the Applicant. Employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance, and/or pension plans are allowable. Benefits, such

as uniforms or California Bar Association dues, are allowable if negotiated as a part of an employee benefit package.

A line item is required for each different position/classification, but not for each individual employee. If several people will be employed full-time or part-time in the same position/classification, provide the number of full-time equivalents (e.g., three half-time clerical personnel should be itemized as 1.5 clerical positions).

Additional information on Personnel Expenses can be found in *SRH Part 3*.

b. Operating Costs

Operating costs are defined as necessary expenditures other than personnel salaries, benefits, and equipment. The costs must be Grant Subaward-related (i.e., to further the Program objectives as defined in the Grant Subaward) and be encumbered during the Grant Subaward performance period.

Examples of common operating costs include, but are not limited to:

- Audit costs (SRH Section 14.035)
- Computers with an acquisition cost of \$4,999 or less
- Computer equipment rentals
- Consultant services (SRH Section 6.050)
- Equipment service and maintenance agreements
- Financial Assistance for clients (SRH Section 4.040)
- Furniture and office equipment (\$4,999 or less)
- Indirect costs (SRH Section 4.045)
- Insurance (e.g., vehicle, fire, bonding, theft, and liability)
- Internet access
- Office supplies
- Office rental space (SRH Section 4.055)
- Postage
- Printing
- Second-Tier Subawards (SRH Section 7.010)
- Software
- Training materials
- Travel and per diem (SRH Section 4.065)
- Utilities
- Vehicle maintenance

Additional information on Operating Expenses can be found in *SRH Part 4*.

c. Equipment Costs

Equipment is defined as nonexpendable tangible personal property having a useful life of more than one year and a cost of \$5,000 or more per unit (excluding tax).

A line item is required for different types of equipment, but not for each specific piece of equipment (e.g., three copy machines must be one line item, not three).

Additional information on Equipment Costs can be found in *SRH Part 5*.

6. Grant Subaward Budget Narrative (Cal OES Form 2-107) – Maximum Two Pages

This form should describe the following:

- How the line items on the Grant Subaward Budget Pages (Cal OES Form 2-106b) support the objectives and activities for the LC Program.
- How funds are allocated to minimize administrative costs and support direct services for the LC Program.
- How Grant Subaward-funded staff duties and time commitments support the proposed objectives and activities for the LC Program.

7. Grant Subaward Programmatic Narrative (Cal OES Form 2-108)

This form is the main body of information describing the problem to be addressed, the plan to address the identified problem through appropriate and achievable objectives and activities, and the ability of the Applicant to implement the proposed plan.

a. Problem Statement – Maximum Two Pages

In narrative form, address the following:

- 1) Describe the Applicant's current capacity to deliver CERT training to vulnerable and underserved communities.

- 2) Describe any gaps and barriers in delivering CERT training to vulnerable and underserved populations.

b. Plan – Maximum Two Pages

In narrative form, address the following:

- 1) Describe the number and type of CERT trainings the Applicant intends to accomplish, including the goal of how many CERT certified individuals the Applicant plans to train.
- 2) Describe the preparedness and/or disaster response-related activities the Applicant will perform during the performance period and how grant funding will be utilized to support these activities.
- 3) Describe how the Applicant currently supports vulnerable and underserved populations and how grant funding would enhance this support.

8. Subrecipient Grants Management Assessment

Per title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations, and terms and conditions posed by each Subrecipient of pass-through funding. The assessment is made in order to determine and provide an appropriate level of technical assistance, training, and oversight to Subrecipients.

9. Grant Subaward Service Area Information (Cal OES Form 2-154)

This form identifies the counties, cities, and congressional districts served by the Grant Subaward.

C. ADDITIONAL DOCUMENTS

Applicants may be required to submit additional documents. **Required documents for this program are identified on the Checklist in Part IV.**

General information regarding each document is below:

1. Indirect Cost Rate Agreement

The indirect Cost Rate Agreement documents the agreed upon indirect cost rate negotiated between the federal government and an

organization. Subrecipients with a negotiated indirect cost rate must provide a copy of the agreement with their proposal if indirect costs are included in the budget.

2. Operational Agreements

An OA is a formal agreement, without the exchange of money, between an implementing agency and one or more participating agencies.

3. Non-Competitive Procurement Request (Cal OES Form 2-156)

A non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. See SRH Section 6.45 for additional information.

4. Out-of-State Travel Request (Cal OES Form 2-158)

This form provides information to support a request for out-of-state travel. Out-of-State travel is only allowed for this Program in exceptional situations and must be approved by Cal OES prior to incurring expenses.

5. Lodging Rate Exemption Request (Cal OES Form 2-165)

This form provides information to support a request for approval of an exemption to the maximum lodging rate per SRH Section 4.070.

6. Payee Data Record (STD 204)

This form provides information for income tax reporting and to ensure tax compliance with federal and state laws.

7. Petty Cash Fund Certification (Cal OES Form 2-238)

A Petty Cash Fund is a small amount of discretionary funds, in the form of cash or gift cards, used for disbursements for unforeseen financial intervention or paid to those directly located in moderate to high risk hazard areas. Subrecipients may budget up to two percent of the total Grant Subaward cost for petty cash.

This form identifies the procedures to maintain safeguards and accountability of these funds.

D. BUDGET POLICIES

The following sections of the SRH may be helpful in developing the Grant Subaward Budget Pages (Cal OES 2-106b) and Grant Subaward Budget Narrative (Cal OES 2-107):

- Additional Rental Space (*SRH Section 4.055*);
- Audit Costs (*SRH Section 14.055*);
- Automobiles (*SRH Section 5.020*);
- Contracting and Procurements Requirements (*SRH Part 6*);
- Equipment and Equipment Costs Requirements (*SRH Part 5*);
- Expert Witness Fees (*SRH Section 6.050*);
- Independent Contractor/Consultant (*SRH Section 6.050*);
- Indirect Cost or Facilities and Administration (*SRH Section 4.045*);
- Match Requirements (*SRH Section 9.060*);
- Facility Rental (*SRH Section 4.055*);
- Prohibited Operating Costs (*SRH Section 4.070*);
- Grant Subaward and Other Income (*SRH Section 9.075*);
- Supplanting Prohibited (*SRH Section 1.065*); and
- Travel (*SRH Section 4.065*).

E. ADMINISTRATIVE REQUIREMENTS

Subrecipients must administer their Grant Subawards in accordance with all SHR requirements. Failure to comply with these requirements can result in the withholding or termination of the Grant Subaward. The following section may be helpful for developing a proposal and for planning purposes:

- Audit Requirements (*SRH Part 14*);
- Communication and Internet Access (*SRH Section 1.070*);
- Intellectual Property, Copyright, and Patent Requirements (*SRH Part 8*);
- Fidelity Bond/Certificate of Insurance (*SRH Section 2.015*);
- Monitoring (*SRH Part 13*);
- Report of Expenditures and Request for Funds (*SRH Section 9.025*); and
- Records Requirements (*SRH Part 12*).

LISTOS CALIFORNIA CERT SUPPORT (LC) PROGRAM

PART III – SELECTION AND FINALIZING THE GRANT SUBAWARD

- A. SELECTION OF PROPOSAL FOR FUNDING
 - B. FINALIZING THE GRANT SUBAWARD
-

A. SELECTION OF PROPOSAL FOR FUNDING

1. Proposal Rating

Eligible proposals received by the deadline are generally evaluated by a three-member team. The rater scores are averaged and then ranked numerically. Proposals are only evaluated numerically; no notes are taken during the evaluation. The Rating Sheet used for this process is included in Part IV of this RFP and is for informational purposes only.

2. Funding Decision

A proposal must receive a minimum score of 50% of available points on the Rating Sheet to be considered for funding.

Final funding decisions are made by the Director of Cal OES. Funding decisions are based on the following:

- The ranked score of the proposal;
- Consideration of priorities or geographical distribution specific to this RFP; and
- Prior negative administrative and programmatic performance, if applicable.

Subrecipients previously funded by Cal OES will be reviewed for poor past compliance, including fiscal management, progress and annual reports, audit reports, and other relevant documentation or information. This review may result in one or more of the following actions:

- The Subrecipient may not be selected for funding;
- The amount of funding may be reduced; and
- Grant Subaward Conditions may be placed on the Grant Subaward.

3. Notification Process

All Applicants will be notified in writing, via electronic communication, of the results of the rating process. The notification will be sent only to the Official Designee (the person authorized to sign the Grant Subaward Face Sheet).

Applicants will receive one of the following:

- Letter of Intent to Fund if selected for funding.
- Letter of Denial if not selected for funding, including the Applicant's scores and information regarding the appeal process.
- Letter of Ineligibility:
 - If the proposal did not meet Eligibility to Compete for Funding (Part 1,D.), including information regarding the appeal process; or
 - If the proposal scored less than the required 50% of points possible, including the Applicant's scores and information regarding the appeal process.

Cal OES can only respond to technical questions about the RFP during the period of time between the RFP release date and completion of the RFP process. Requests for records must be made through a Public Records Act request at PRA@caloes.ca.gov.

B. FINALIZING THE GRANT SUBAWARD

1. Grant Subaward Application

Once selected for funding, Cal OES may require revisions and/or additional documentation to finalize the Grant Subaward Application package. The Program Specialist identified in the Applicants Intent to Fund Letter can provide technical assistance in completing these components.

2. Grant Subaward

A copy of the executed Grant Subaward and pertinent attachments will be sent to the Grant Subaward Director. The Applicant is not authorized to incur costs against the grant until a copy of the fully executed Grant Subaward is received. When the executed Grant Subaward is received, a Report of Expenditures and Request for Funds (Cal OES Form 2-201) may be submitted for reimbursement.

a. Grant Subaward Conditions

Cal OES may add conditions to the Grant Subaward in order to execute the Grant Subaward. If conditions are added, these will be discussed with the Subrecipient and a copy of the conditions will be sent to the Subrecipient when the conditions are made part of the Grant Subaward.

b. Grant Subaward Amounts

When the amount of funds available is limited, Cal OES may reduce the amount of the Grant Subaward from the amount requested by the Applicant. In addition, Cal OES reserves the right to negotiate budgetary changes with the Applicant prior to executing the Grant Subaward. If either of these actions is required, Cal OES will notify the Applicant prior to executing the Grant Subaward.

3. Standard Grant Subaward Funding Authority

Cal OES does not have the authority to disburse funds until the Grant Subaward is fully executed. Expenditures incurred prior to authorization are made at the Subrecipient's own risk and may be disallowed. Cal OES employees are not able to authorize an Applicant to incur expenses or financial obligations prior to the execution of a Grant Subaward. However, once the Grant Subaward is finalized the Subrecipient may claim reimbursement for expenses incurred on, or subsequent to, the start of the Grant Subaward performance period.

If, during the term of the Grant Subaward, the state funds appropriated for the purposes of the Grant Subaward are reduced or eliminated by the California Legislature or the United States Government, or in the event revenues are not collected at the level

appropriated, Cal OES may immediately terminate or reduce the Grant Subaward by written notice to the Subrecipient.

Cal OES Grant Subawards are subject to applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government, subsequent to the execution of the Grant Subaward.

LISTOS CALIFORNIA CERT SUPPORT GRANT (LC) PROGRAM RFP

PART IV – RATING SHEET

Control # _____

Rater # _____

Applicant _____

Funds Requested: _____

<u>CATEGORY</u>	<u>TOTAL POINTS POSSIBLE</u>
1. PROBLEM STATEMENT	80
2. PLAN	120
3. BUDGET PAGES AND NARRATIVE	120
4. COMPREHENSIVE ASSESSMENT	60
TOTAL	380

Each of the above categories contain questions assigned a point value. The point scale is divided into five columns labeled **I**, **II**, **III**, **IV**, and **V**. The Applicant's response to each question is evaluated on the following criteria:

- I. ABSENT:** The response does not address the specific question, or a response was not provided.
- II. UNSATISFACTORY:** The response does not completely address the question. The information presented does not provide a good understanding of Applicant's intent, does not give the detailed information requested by the RFP, and/or does not adequately support the proposal or the intent of the Program.
- III. SATISFACTORY:** The response addresses the question and provides a good understanding of the Applicant's intent. The response adequately supports the proposal and the intent of the Program.
- IV. ABOVE AVERAGE:** The response is above average and provides a clear and detailed understanding of the Applicant's intent. The response presents a persuasive argument that supports the proposal and the intent of the Program.
- V. EXCELLENT:** The response is outstanding, with clear, detailed, and relevant information. The response presents a compelling argument that supports the proposal and the intent of the Program.

PROGRAMMATIC NARRATIVE	I	II	III	IV	V
a. Problem Statement (Maximum Two Pages) How well does the proposal:	0	10	20	30	40
1) describe the Applicant's current capacity to deliver CERT training to vulnerable and underserved communities?					
2) describe the gaps and barriers in delivering CERT training to vulnerable and underserved populations?					
b. Plan (Maximum Two Pages) How well does the proposal:	0	10	20	30	40
1) describe the number and type of CERT trainings the Applicant intends to accomplish? Did the Applicant include the goal of how many CERT certified individuals it plans to train?					
2) describe the preparedness and/or disaster response-related activities the Applicant will perform during the performance period and how grant funding will be utilized to support these activities?					
3) describe how the Applicant currently supports vulnerable and underserved populations and how grant funding will enhance this support?					
BUDGET PAGES & NARRATIVE (Maximum Two Pages)	0	10	20	30	40
1) How well does the proposal support the objectives and activities of the LC Program?					
2) How well are the funds allocated to minimize administrative costs and support direct services?					
3) How well do Grant Subaward-funded staff duties and time commitments support the proposed objectives and activities of the LC Program?					

PROGRAMMATIC NARRATIVE	I	II	III	IV	V
COMPREHENSIVE ASSESSMENT	0	15	30	45	60
How well does this proposal support the overall intent, goals, and purpose of the Program?					

PART V – CHECKLIST

This checklist is provided to ensure that a complete proposal is submitted to Cal OES. This also provides the order documents/forms should be organized.

The following forms/documents are required for all Applicants.

- ☐ GRANT SUBAWARD FACE SHEET ([Cal OES FORM 2-101](#)) – Signed by the Official Designee authorized to enter into the Grant Subaward.
- ☐ GRANT SUBAWARD CONTACT INFORMATION ([Cal OES FORM 2-102](#))
- ☐ GRANT SUBAWARD SIGNATURE AUTHORIZATION ([Cal OES FORM 2-103](#))
- ☐ GRANT SUBAWARD CERTIFICATION OF ASSURANCE OF COMPLIANCE ([Cal OES FORM 2-104](#)) – Signed by the Official Designee who signed the Grant Subaward Face Sheet and by the official delegating that authority
- ☐ GRANT SUBAWARD BUDGET PAGES (EXCEL SPREADSHEET FORMAT) ([Cal OES FORM 2-106b](#) Pages with One Funding Source)
- ☐ **UNALTERED** GRANT SUBAWARD BUDGET NARRATIVE ([Cal OES FORM 2-107](#))
- ☐ **UNALTERED** GRANT SUBAWARD PROGRAMMATIC NARRATIVE ([Cal OES FORM 2-108](#))
 - PROBLEM STATEMENT
 - PLAN
- ☐ [SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT](#)
- ☐ GRANT SUBAWARD SERVICE AREA INFORMATION ([Cal OES FORM 2-154](#))

The following forms/documents may be required depending on the Applicant's proposal and/or Program requirements.

- ☐ INDIRECT COST RATE AGREEMENT
- ☐ OPERATIONAL AGREEMENTS SUMMARY FORM ([Cal OES FORM 2-160](#))
- ☐ NON-COMPETITIVE PROCUREMENT REQUEST ([Cal OES FORM 2-156](#))
- ☐ OUT-OF-STATE TRAVEL REQUEST ([Cal OES Form 2-158](#))
- ☐ LODGING RATE EXEMPTION REQUEST ([Cal OES FORM 2-165](#))
- ☐ PAYEE DATA RECORD – Please complete if Applicant has not previously received a Grant Subaward from Cal OES ([Std. 204](#))
- ☐ PETTY CASH FUND CERTIFICATION LISTOS CALIFORNIA GRANT PROGRAM ([Cal OES FORM 2-238](#))



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA INTERAGENCY COUNCIL ON HOMELESSNESS (CAL ICH) ENCAMPMENT RESOLUTION FUNDING PROGRAM ROUND 3, ROLLING APPLICATION (ERF-3-R)

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve submission of a grant proposal for the Notice of Funding Availability (NOFA) for the California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R) released a Notice of Funding Availability (NOFA) to submit a competitive grant application. Should the grant application be successful, the City will be funded for two (2) years. If a grant is awarded, staff will return to the City Council with a request to appropriate funds.

BACKGROUND/DISCUSSION:

The California Interagency Council on Homelessness (Cal ICH) was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 3

This Notice of Funding Availability (NOFA) was released on November 27, 2023 (Attachment A) and makes remaining funds available for award through a rolling application process (ERF-3-R). Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted, whichever occurs first. Up to fifty percent of appropriated funds will be prioritized for proposals that serve people living in encampments on State rights-of-way.

ERF-3 was authorized in 2022 through Senate Bill 197 (Chapter 70, Statutes of 2022), enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.). The \$400 million for this third round was appropriated by SB 101 (Chapter 12, Statute of 2023). ERF was established to increase collaboration between Cal ICH, Local Jurisdictions, and Continuums of Care (CoCs) for the following purposes:

- Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to local jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

The Encampment Resolution Funding (ERF) Program will fund local demonstration projects that provide services to address the immediate crisis of homelessness in encampments and to support people living in encampments transition to safe and stable housing. Such efforts will be designed to restore public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter.

The Montebello Fire Department will submit a proposal seeking funding that will be intended for capacity building in partnership with Adventist White Memorial Health Hospital. The goal will be expansion of the “You are Home Initiative” by increasing housing inventory through a Landlord Engagement Program that will support and protect landlords and to provide relevant and responsive services to unhoused individuals. Activities will support efforts to protect the health, safety, and well-being of the individuals who have been living in encampments and continue medical care as a preventive measure. This aligns with recent efforts around the Operation Stay Safe Project to support the bridge to housing opportunities.

ENVIRONMENTAL:

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

ANALYSIS:

The latest homeless count (2022) identified 273 homeless individuals in Montebello, though anecdotally, the number is estimated to be three times higher due to counting difficulties. Specifically, many of Montebello's homeless individuals live along the banks of the Rio Hondo River, which are dense with vegetation and hard to reach in some locations, making counting and assisting the City's homeless a logistical challenge.

The People Experiencing Homelessness (PEH) served by the Montebello Community Assistance Program (MCAP) range in age from 16-80. Approximately 90% of the PEH have mental health issues and 70% have addiction issues. The vast majority of addiction issues are related to methamphetamine. PEH who are addicted to methamphetamines are particularly vulnerable due to the myriad of serious health problems that accompany addiction: heart problems, blood pressure issues, blood clots, convulsions, brain damage, confusion/disorientation, and much more.

According to the recently released Mortality Rates and Causes of Death Among People Experiencing Homelessness in Los Angeles County: 2014-2021 report (May 2023), the death rate increased by 55% among people experiencing homelessness in Los Angeles County between 2019 and 2021. The use of both methamphetamine and fentanyl have been mingled with other drugs to deadly effect. More than 40% of overdose deaths among homeless people involved both fentanyl and methamphetamine in 2021. The Fire Department has also noticed an increase in Emergency Medical Services (EMS) related to overdose calls.

SUMMARY:

That the City Council approve submission of a grant proposal for the California Interagency Council on Homelessness Encampment Resolution Funding Program, Round 3, Rolling Application (ERF-3-R)

ATTACHMENT(S)

1. Attachment A - Notice of Funding Availability (NOFA) Encampment Resolution Funding Program Round 3 Rolling Application

NEXT STEPS:

N/A



State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY



**California
Interagency Council
on Homelessness**

Encampment Resolution Funding Program,
Round 3, Rolling Application
(ERF-3-R)

Notice of Funding Availability (NOFA)

November 27, 2023

Table of Contents

I. GRANT OVERVIEW	1
A. Authority	1
B. Background	1
C. Objective	2
D. Available Funds	3
E. Eligible Applicants	3
F. Eligible Population to Serve	3
G. Key Dates	4
H. Applicant Conference.....	6
II. REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS	6
A. Required Application Elements.....	6
B. Evaluation Criteria	6
C. Prioritized Factors.....	7
III. ELIGIBLE USES	7
A. Eligible Uses.....	7
B. Budgets.....	8
IV. APPLICATION	9
V. APPLICATION SUBMISSION REQUIREMENTS.....	11
VI. REVIEW, SCORING, AND AWARD.....	12
A. Review	12
B. Scoring.....	13
C. Award	16
D. Appeals	17
VII. PERFORMANCE AND REPORTING	17
A. Performance	17
B. Reporting.....	17
VIII.Appendices.....	18
A. Definitions:.....	18

DATE:	November 27, 2023
MEMORANDUM FOR	ALL ELIGIBLE APPLICANTS
FROM:	Meghan Marshall, Executive Officer California Interagency Council on Homelessness
SUBJECT:	NOTICE OF FUNDING AVAILABILITY (NOFA) Encampment Resolution Funding (ERF-3-R)

I. GRANT OVERVIEW

The California Interagency Council on Homelessness (Cal ICH) is pleased to announce the availability of Round 3 of the Encampment Resolution Funding (ERF) Program.

California appropriated \$400 million to fund ERF-3. ERF-3's initial disbursement (ERF-3-L) was allocated to jurisdictions that applied for ERF-2-R, met all the program requirements, but were unable to receive awards under Round 2 due to insufficient funds. This NOFA makes the remaining \$298,747,574.33 available for awards through a rolling application process (ERF-3-R). Applications will be accepted on a rolling basis until June 30, 2024, or until funds are depleted, whichever occurs first. Up to 50 percent of the \$400 million appropriated will be prioritized for proposals that serve people living in encampments on state right of way.

A. Authority

ERF-3 was authorized in 2022 through Senate Bill 197 (Chapter 70, Statutes of 2022), enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.). The \$400 million for this third round was appropriated by SB 101 (Chapter 12, Statute of 2023). ERF was established to increase collaboration between Cal ICH, Local Jurisdictions, and Continuumsof Care (CoCs) for the following purposes:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

B. Background

Cal ICH was created in 2017 to oversee the implementation of Housing First policies, guidelines, and regulations to reduce the prevalence and duration of

homelessness in California. Cal ICH's mission is to develop policies and to identify and coordinate resources, benefits, and services to prevent and work toward ending homelessness in California.

The ERF Program is a four-year grant program that includes three rounds of funding as described below:

Funding Round & Allocation	Authorizing bill(s)	Disbursements
ERF 1 \$50 M	AB 140 (Chapter 111, Statutes of 2021)	\$48 million was awarded to 19 applicants
ERF 2 \$300 M	- SB 197 (Chapter 70, Statutes of 2022) - AB 178 (Chapter 45, Statutes of 2022)	ERF-2-L*: \$47,698,261.81 was awarded to eight applicants that applied for ERF-1, met all applicable program requirements, but did not receive awards under ERF-1 due to lack of available funds.
		ERF-2-R**: \$237,301,738.19 was awarded to 30 applicants
ERF 3 \$400 M	- SB 197 (Chapter 70, Statutes of 2022) - SB 101 (Chapter 12, Statute of 2023)	ERF-3-L*: \$81,252,425.67 was awarded to 12 applicants that applied for ERF-2-R, met all applicable program requirements, but did not receive awards under ERF-2-R due to lack of available funds
		ERF-3-R**: \$298,747,574.33 is made available through this NOFA

* L indicates a lookback to unfunded applications in the preceding round.

** R indicates a rolling application process

It is the intent of the Legislature to enact additional legislation to transfer the grant administration work of Cal ICH to the Department of Housing and Community Development (HCD) in FY 2024-25.

C. Objective

The ERF program will fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in

encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments.

D. Available Funds

Up to \$298,747,574.33 is available for award through ERF-3-R. Pursuant to the Budget Act of 2023 (SB 101 (Chapter 12, statute of 2023), up to 50 percent of the funds authorized for ERF-3 shall be prioritized for Local Jurisdictions with proposals that address encampments on state right of way and that meet priority criteria established by Cal ICH in consultation with the Department of Transportation.

E. Eligible Applicants

- Local Jurisdiction – means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- Continuum of Care (CoC) – as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.

Per SB 101 (Chapter 12, statute of 2023), Local Jurisdictions have priority to apply for ERF programs on state right of way, over CoC applicants, until a date specified by Cal ICH. If a CoC applies for an ERF proposal located on a state right of way before May 1, 2024, the CoC must provide a Letter of Local Acknowledgment from each overlapping Local Jurisdiction that: (1) identifies the prioritized encampment; (2) confirms that the CoC has communicated with each Local Jurisdiction about the CoC's intent to apply; and (3) that no Local Jurisdiction intends to apply for ERF-3-R funds for the prioritized encampment.

F. Eligible Population to Serve

ERF-3-R funds may only be used for proposals that connect people experiencing homelessness in encampments to interim shelter with clear pathways to permanent housing or place people directly into permanent housing.

"Encampment" is not defined in the authorizing legislation for ERF, but

research published the U.S. Department of Housing and Urban Development provides the following guidance:

An encampment typically includes the following:

- A group of people sleeping outside in the same location for a sustained period.
- The presence of some type of physical structures (e.g., tents, tarps, lean-tos).
- The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).
- The existence of social support or a sense of community for residents

[Unsheltered Homelessness and Homeless Encampments in 2019 \(huduser.gov\)](https://www.huduser.gov/portal/pressrel/2019/p190101.html)

Furthermore, ERF authorizing legislation requires funding be used for “prioritized” encampments. Applicants must provide a justification for the prioritization of the specific encampment proposed to be served. ERF is not intended to be used to fund a community-wide encampment resolution program. However, in very small communities it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source. Therefore, in completing this application, applicants must identify and describe the specific encampment that will be prioritized for resolution.

If an applicant proposes to prioritize a large, noncontiguous, or multiple site(s), the encampments may only be addressed through a single application if: (a) the justification for prioritizing the encampments is the same, and (b) the demographics and service needs of the residents of the encampments is sufficiently similar, and (c) that the same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to resolve the identified people's experience of homelessness in encampments. Applicant must prepare a separate application for each encampment that does not meet the requirements of (a) – (c).

G. Key Dates

The rolling application will open upon the release of this NOFA and the accompanying ERF-3-R application, and will remain open until June 30, 2024, or until all program funds have been exhausted, whichever comes first.

Applications will be reviewed in batches as illustrated in the table and diagram on the following page.

Table, ERF-3-R Events	Responsible Party	Date(s)
NOFA Release Date	Cal ICH	11/27/2023
Application Release Date	Cal ICH	11/27/2023
Application Window #1	Applicant	11/27/23 - 01/31/24
Review and Award Window #1 Applications	Cal ICH	02/01/24 - 03/31/24
Application Window #2	Applicant	02/01/24 - 04/30/24
Review and Award Window #2 Applications	Cal ICH	05/01/24-06/30/24
Application Window #3	Applicant	05/01/24-06/30/24
Review and Award Window #3 Applications	Cal ICH	07/01/24 - 08/31/24
Deadline to Expend 50% of Allocation	Applicant	06/30/2025
Deadline to Obligate 100% of Allocation	Applicant	06/30/2025
Deadline to Expend 100% of Allocation	Applicant	06/30/2027

Application Window and Review										
	2023		2024							
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Application Window 1										
Review of Window 1 Apps										
Application Window 2										
Review of Window 2 Apps										
Application Window 3										
Review of Window 3 Apps										

H. Applicant Conference

General questions may be submitted by email to calichgrants@bcsh.ca.gov, with a subject line "ERF-3-R" for the duration of the rolling application period. Please know that Cal ICH will likely respond to any inquiries through **official channels that are directed to the entire eligible applicant pool** (i.e., Applicant Conference, FAQ, or if necessary, an addendum to this NOFA). The non-mandatory Applicant Conference is a space for Cal ICH to walk through the NOFA, respond to previously submitted questions, and answer live questions as time permits. This conference will last an hour and is for informational purposes only. Attendance is voluntary and the conference will be recorded and posted on Cal ICH's website for viewing as your schedule permits.

To have your question answered in the Applicant Conference, please email questions to calichgrants@bcsh.ca.gov with subject line: ERF-3-R by 5pm 12/01/2023.

Conference date and time: 12/07/2023 @ 10:00 – 11:00 AM Pacific Time

Registration is required to attend. Register in advance using the following link: https://us06web.zoom.us/webinar/register/WN_Eib-_GQGTOsl86Rki6aSQg

Applicant Conference Agenda:

- Welcome and Introduction
- NOFA Overview
- Answer Questions Submitted to Cal ICH
- Live Questions (as time permits)

II. **REQUIRED APPLICATION ELEMENTS, EVALUATION CRITERIA, AND PRIORITIZED FACTORS**

A. Required Application Elements

Eligible applicants must submit an Application in a form and manner specified by Cal ICH; the Application must include minimum elements as described in HSC section 50252.1(c)(4). The Application made available through the [Cognito Submission Portal](https://www.cognitoforms.com/californiainteragencycouncilonhomelessness/erf3application) (<https://www.cognitoforms.com/californiainteragencycouncilonhomelessness/erf3application>) includes all the minimum elements.

B. Evaluation Criteria

In determining which Applications to fund, Cal ICH shall evaluate and score proposals based on specific criteria as described in HSC section 50251(c)(2). These specific criteria are operationalized through and located in the ERF-3-R Scoring Matrix at Section [VI.A and B of this NOFA](#).

C. Prioritized Factors

In accordance with HSC section 50252.1(c)(5), in awarding grants, funding shall be prioritized for both of the following:

- Applications that demonstrate cross-systems collaboration, including collaborations with state and federal entities, and innovative efforts to resolve encampment issues, while focusing on protecting the health and well-being of the individuals living in those encampments.
- Applications that represent the diversity of communities across the state, including, but not limited to, rural, urban, and suburban communities.
- Additionally, up to 50 percent of the available funds will be prioritized for ERF projects that address encampments on state right of way.

III. ELIGIBLE USES

A. Eligible Uses

Applicant's program design and objective and their proposed eligible uses must advance ERF-3-R's objective, which is set forth at [Section I.C](#) of this NOFA. Proposal design may include any combination of the following ten Eligible Use categories:

Eligible Use Category	Non-Exhaustive List of Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitating access to other community-based services.
Operating Subsidies	Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
Street Outreach	Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.
Services Coordination	Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support	Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.
Delivery of Permanent Housing	Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.
Prevention and Shelter Diversion	Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.
Interim Housing	Interim housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.
Improvements to Existing Emergency Shelters	Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.
Administrative Costs	Administrative costs incurred by the city, county, continuum of care, to administer its program allocation. Up to 5% of grant funds may be applied to administrative costs.

Site restoration is not a permitted Eligible Use for ERF-3-R funds.

B. Budgets

Applicants must use the standardized budget template available at Box.com: (<https://dca.box.com/s/xayuey1lcrnve0e6l3ut5tkov0rtu3>). Where necessary, applicants may modify the budget template.

These budgets will be submitted through the application submission portal: (<https://www.cognitofrms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF3RApplication>).

Applicants must demonstrate a reasonable effort to correctly categorize their budgets into the appropriate Eligible Uses. Additionally, if one larger proposal may fall within two or more Eligible Use categories, applicants should split up the line item so that Cal ICH staff can track and better understand proposal components.

IV. APPLICATION

The ERF-3-R application is a questionnaire style survey and has three required parts: administrative information, proposal overview, and implementation. A submitted application that deviates from the following requirements will be considered nonresponsive and will be disqualified from the evaluation.

- ***Part 1: Administrative Information***

Requires the applicant to provide information pertaining to jurisdiction type, implementing organization, contracting information, and contacts.

- ***Part 2: Proposal Overview***

Requires the applicant to provide information on:

- a) Proposal Summary: including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources.
- b) People Served: including metrics on how many people are living in the prioritized encampment and how many people are proposed to be served.
- c) Encampment Information: including a description of the people living in the prioritized encampment, the physical characteristics of the encampment, why the site and the people residing there are being prioritized, and whether the encampment is located entirely or partially on a state right of way. This includes:
 - Attachment, Map: Applicants must submit a map of the encampment site proposed to be served with ERF-3-R funds.
 - Attachment, Caltrans Letter of Support (if applicable): Projects entirely or partially on a state right of way must include a Letter of Support from Caltrans.
 - This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment

site in collaboration with and with at least two weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.

- This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
- This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

d) Proposal's Outcomes: including a description of the proposal's planned outcomes, activities to support meeting these outcomes, and how the applicant will measure their progress.

e) Centering People: including:

- i. data, evidence, and other information that informed the proposal's design;
- ii. how input from people with lived experience of homelessness was meaningfully incorporated into the proposal;
- iii. the proposal's adherence to Housing First;
- iv. the proposal's delivery of trauma informed housing services and supports; and
- v. how the proposal will prioritize the dignity, health, and safety of people experiencing homelessness in the encampment.

• **Part 3: Implementation**

Requires the applicant to provide details around proposal implementation in four key areas:

a) Core Service Delivery and Housing Strategies: including the proposed outreach strategies and/or service coordination for the persons experiencing homelessness while they continue to reside in the encampment, the proposed living situations immediately following the encampment, displacement mitigation strategies, ability to deliver permanent housing, pathways to permanent housing, and strategies to mitigate returns to unsheltered homelessness.

b) Budget and Resource Plan: including the total amount of ERF-3-R funds requested, the amount and description of non-ERF resources that will support the proposal, and an explanation for how the requested amount was determined based on the number of people served and the housing options provided. Identifies non-ERF-3-R resources that will be leveraged to support proposal implementation including coordination of resources from other systems that would increase services and housing

options. This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.

- **Attachment, Standardized Budget:** Applicants must use the standardized budget template available at Box.com: (<https://dca.box.com/s/xayuey1lcrgnve0e6l3ut5tkov0rtu3>). Where necessary, applicants may modify the budget template. For guidance on Eligible Uses and categorization, see [Eligible Uses in Section III.A.](#)
- c) **Key Entities and Staff:** including the experience and qualifications for the implementing organization and key partners, evidence of collaboration between Local Jurisdiction(s) and the CoC, as well as identification of the primary parties with rights to and/or control of the property upon which the encampment resides (Caltrans, Union Pacific, private landowner, etc.) and their shared understanding of and commitment to the implementation of the proposal. For proposals on state right of way, in addition to the Caltrans letter of support, applicants must describe how they collaborated with Caltrans on their program design, implementation plans, and projected timeline.
- d) **Accelerated Timeline:** including how your community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site and proposal milestones. Applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

V. APPLICATION SUBMISSION REQUIREMENTS

Applicants will utilize the Cognito application submission portal:

(<https://www.cognitoforms.com/CaliforniaInteragencyCouncilOnHomelessness/ERF3RAApplication>).

Applications will be accepted on a rolling basis beginning on November 27, 2023, until June 30, 2024, or until all funds have been exhausted, whichever occurs first. As detailed above in the [Key Dates table](#), this rolling application period will span three possible application submission windows. Complete applications submitted and received by 5:00 p.m. on the last day of the corresponding application window, will be reviewed and evaluated as a batch for that window. Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window.

Because Cal ICH does not have control over the platform's timing apparatus and uploading speed, and to mitigate for unforeseen occurrences, applicants are strongly encouraged to submit by noon on the last day of the corresponding application window. For example, applications submitted during application window #1 for the period of November 27, 2023, through January 31, 2024, must be submitted no later than 5:00 p.m. on January 31, 2024, and applicants are encouraged to submit by noon on that day to mitigate any unforeseen occurrences in the Cognito application portal. Applicants are permitted to submit a "test" submission at a time of their choosing to familiarize themselves with the application and the Cognito platform. To ensure your application is reviewed, please make sure that your final submission is not marked as a "test" submittal. The Cognito platform will instruct applicants on how to navigate this process.

VI. REVIEW, SCORING, AND AWARD

A. Review

Phase 1 – Administrative Review: Applications will be reviewed and evaluated for completeness of NOFA specifications, including checking that the application was submitted on behalf of an eligible applicant. In this review stage, reviewers will evaluate the contents of each application to ensure that all required items are populated and / or received. Cal ICH will reach out to applicants and allow them to resolve small discrepancies, but applications that are not complete or do not contain all the required items and attachments will be considered non-responsive and will be disqualified from the evaluation.

Phase 2 – Scoring Review: Cal ICH and/or its designee will convene an evaluation panel of three qualified individuals who have knowledge and experience of the state grantmaking process and subject matter of the Program. The evaluation panel will review and score applications in accordance with the ERF Scoring Matrix below. This panel will produce an application's average score. Applications eligible for funding must score an average of at least 70 of the possible 100 points total. In addition to receiving an average total score of at least 70, all applicants must average no less than the minimum scoring threshold for each of the following sections:

1. People Served and Encampment Information (must receive 3 out of the 5 possible points)
2. Proposal's Outcomes (must receive 10 out of the 15 possible points)
3. Centering People (must receive 16 out of the 20 possible points)
4. Core Service Delivery and Housing Strategies (must receive 11 out of the 15 possible points)
5. Budget and Resource Plan (must receive 10 out of the 15 possible points)

6. Key Entities and Staff (must receive 10 out of the 15 possible points)
7. Accelerated Timeline (must receive 10 out of the 15 possible points)

B. Scoring

The Evaluation Panel will review and consider the totality of the information in the application when determining whether the application satisfies the minimum scoring threshold. However, applicants should respond to each application criteria in the proper application section to ensure all requirements are met.

ERF-3-R Scoring Matrix	
Proposal Overview	Factors that satisfy minimum scoring threshold:
People Served and Encampment Information (Must receive 3 out of the 5 possible points)	○ Clearly describes the characteristics and demographics of the people living in the prioritized encampment and the physical aspects of the encampment including location, size of area, types of structures onsite, and vehicles present. ○ Makes a logical and compelling case for why the identified encampment site is being prioritized.
Proposal's Outcomes (Must receive 10 out of the 15 possible points)	○ Proposal's outcomes meaningfully align with ERF-3-R's objectives (set forth at Section I.C of this NOFA). ○ Outcomes are specific, measurable, realistic, and time-based. ○ Logically describes how progress will be measured and outcomes achieved. ○ Applicant demonstrates an above average likelihood of achieving the proposal's outcomes.
Centering People (Must receive 16 out of the possible 20 points)	○ Uses well-informed analyses or the perspectives of people with lived experience of homelessness to inform the proposal's decisions, processes, and actions which should advance the wellbeing of people experiencing unsheltered homelessness in the identified encampment. ○ Aligns with and exemplifies Housing First approaches. ○ Provides trauma informed services and supports, operationalizes harm reduction, and

	centers an individual's choice and preferences. ○ Prioritizes the dignity, health, and safety of people experiencing homelessness in the encampment. ○ Details the controls in place to not “penalize homelessness.”
--	--

Implementation	Factors that satisfy minimum scoring threshold:
Core Service Delivery and Housing Strategies (Must receive 11 out of the possible 15 points)	○ Includes a comprehensive outreach and engagement strategy including case management and service coordination for people currently residing in the encampment. ○ Details identify interim and permanent housing options and includes a description of how many individuals are projected to be served with each interim and permanent housing solution. ○ Includes compelling evidence of an applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. Compelling evidence may include identification, creation, availability, and prioritization of permanent housing resources as well as examples of prior successes in permanently housing people experiencing homelessness. ○ Describes how the proposed service delivery model is tailored to meet the needs and preferences of the people residing in the encampment site. ○ Uses data and input from people with lived experience of homelessness to inform housing and service needs, preferences, and the availability of resources to meet those needs and preferences. ○ Details strategies likely to prevent displacement from the prioritized encampment to another unsheltered location and to prevent returns to unsheltered homelessness.

	○ Details operable plans to support individuals with the storage of their property and care of their pets, while living in the encampment as well as after they have moved into interim or permanent housing.
Budget and Resource Plan (Must receive 10 out of the possible 15 points)	○ Demonstrates a sustainable, prudent, and effective use of requested funding. ○ Budget aligns with achieving the proposal's outcomes, services and housing options, and number of people served. ○ Identifies non-ERF-3-R resources that will be leveraged to support proposal implementation including coordination of resources from other systems that would increase services and housing options. This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources. <i>* Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term. In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.</i>
Key Entities and Staff (Must receive 10 out of the possible 15 points)	○ Includes a detailed description of the lead entity that will oversee the implementation of activities in the proposal. Describe lead entity's mission, goals, values, geographic service area and existing efforts related to serving persons living in encampments. ○ Demonstrates the ability to recruit and deploy personnel with experience and expertise needed to support the success of the proposal. ○ Demonstrates commitment to cross-systems collaboration with descriptions of key contributions of each organization and local community partners including their experience and expertise in serving persons experiencing unsheltered homelessness with a

	range of service needs. ○ Demonstrates collaboration between Local Jurisdiction(s) and the CoC for this proposal. ○ Demonstrates capacity to carry out the proposal. ○ Identifies the primary parties with rights to and/or control of the property upon which the encampment resides and their shared understanding of and commitment to the implementation of the proposal. ○ If the encampment is on a state right of way, the proposal describes how the applicant collaborated with Caltrans on their program design, implementation plan, and projected timeline.
Accelerated Timeline <i>(Must receive 10 out of the possible 15 points)</i>	○ Demonstrates how the community will act urgently and efficiently while prioritizing the dignity, safety and wellness of people experiencing homelessness within the encampment site. ○ Demonstrates the likelihood of meeting proposal milestones and objectives.

C. Award

After each application window has closed and all applications received during the window have been reviewed and scored, a Notice of Intent to Award shall be posted on the Cal ICH website and shall be sent by email to the proposed awardees.

Once awards have been determined by Cal ICH, a contract packet including the Standard Agreement and Request for Funds Form (RFF) form will be prepared and sent to the grantee. The grantee will return the signed Standard Agreement and RFF. Funds will be disbursed to the grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH. The RFF must include the total amount of funds proposed for expenditure. Grant funds will be disbursed via mailed check once the RFF has been processed through the Department of General Services and received by the State Controller's Office. Checks will be mailed to the address and contact name listed on the RFF.

Applications that are denied funding will be provided evaluation panel feedback. Applicants are encouraged to incorporate this feedback and reapply in the next available application window.

D. Appeals

Pursuant to HSC Section 50251(c)(1), Cal ICH's decision to approve or deny an application and the determination of the amount of funding to be provided shall be final and is not subject to appeal.

VII. PERFORMANCE AND REPORTING

A. Performance

Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Standard Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

ERF-3-R grantees must expend at least 50 percent obligate 100 percent of their allocation by 6/30/2025. All ERF-3-R funds must be expended by 6/30/27. ERF-3-R funds not expended by the 6/30/27 deadline shall be returned to Cal ICH and will revert to the fund of origin.

B. Reporting

The grantee shall submit quarterly reports to Cal ICH with fiscal and programmatic data reflecting the progress of their ERF program in a format provided by Cal ICH. In addition to these quarterly reports, grantees shall adopt a specific project setup in their local HMIS that allows Cal ICH to identify all the served clients from the designated encampment by ERF-funded services and activities. The detailed instructions for establishing projects within HMIS will be furnished upon receipt of an award.

Once an application is submitted and approved, no substantive changes to the program design are allowed unless grantees (1) inform Cal ICH of the change to the program design; (2) explain the impacts of the program design change; and (3) receive written approval from Cal ICH to proceed. If enforcement action is taken or the encampment is otherwise disbursed, the grantee must notify Cal ICH immediately.

Grantees may also receive ad hoc requests for information from Cal ICH or its contractors in support of program monitoring, research, and evaluation. Grantees with projects on state right of way may also be required to provide programmatic data to Caltrans.

At the end of the grant period, or upon request by Cal ICH, all grantees shall provide information and products developed with grant funds on service delivery models including any materials that may be necessary to study the program or replicate it for implementation across the state.

C. Public Records Act Requests

Applicants are hereby informed that all documents and correspondence related to their ERF-3-R application are subject to Public Records Act (PRA) requests.

VIII. Appendices

A. Definitions:

The following terms are defined in accordance with HSC section 50250:

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.

(b) “Agency” means the Business, Consumer Services, and Housing Agency.

(c) “Applicant” means a continuum of care or local jurisdiction

(d) “Continuum of care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) “County” includes, but is not limited to, a city and county.

(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.

(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) “Local jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right of way" means real property held in title by the State of California. *(Amended by Stats. 2022, Ch. 70, Sec. 3. (SB 197) Effective June 30, 2022.)*

Additional Definitions

(m) "Authorized Representative" should be the individual with authority to contract on behalf of the awardee.

(n) "Encampments" An encampment typically includes the following:

- *A group of people sleeping outside in the same location for a sustained period.*
- *The presence of some type of physical structures (e.g., tents, tarps, lean-tos).*
- *The presence of personal belongings (e.g., coolers, bicycles, mattresses, clothes).*
- *The existence of social support or a sense of community for residents.*

(o) "Expend" means all ERF-3-R funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

(p) "Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF-3-R funding.



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

**SUBJECT: WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2473
AMENDING CHAPTER 2.44 "TRAFFIC AND SAFETY COMMISSION"
OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE
THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION
MEMBERS**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Waive the Second and Adopt Ordinance No. 2473 amending Chapter 2.44 "Traffic and Safety Commission" of the Montebello Municipal Code to update and define the roles, duties, and responsibilities of commission members; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello in 2008, amending the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City, including a Traffic and Safety Commission. At its meeting of January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee with changes to the procedures and membership of the Committee (previously Commission). Subsequently, at its first meeting in March of 2023, the City Council adopted an Ordinance to reinstate the Traffic and Safety Commission to its full

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 3

form as it previously was before the amendment on January 13, 2021. The Ordinance reverted the Traffic Committee back to a Traffic and Safety Commission, as it once was, made up of five (5) members of the public, with each member being appointed by the City Council.

On January 10, 2024, the City Council enacted Urgency Ordinance No. 2472, per California Government Code sections 36934 and 36937. The Urgency Ordinance was necessary to address traffic safety concerns of the residents in the City of Montebello and to ensure that transportation systems are made safe for all road users, for all modes of transportation, in all communities, and for people of all incomes, races and ethnicities, ages and abilities, and thereby preserve the public peace, health, and safety as a result. For these reasons, establishing an immediate update and definition of the roles, duties, and responsibilities of the Traffic and Safety Commission was necessary to allow the traffic commission to effectively and expeditiously address potential dangers or necessary modifications relating to traffic within the City. With the adoption of the Urgency Ordinance No. 2472, the City Council also approved an identical non-urgency Ordinance No. 2473 (Attachment A). Staff was also directed to bring back the Ordinance for a second reading and adoption.

ENVIRONMENTAL:

N/A

ANALYSIS:

The purpose of a traffic and safety commission is to consider matters of traffic safety within the City, evaluate proposals for traffic control devices, evaluate the need for striping, signage or other measures not of a regulatory nature, educate the public on traffic issues and respond to public concerns regarding traffic and pedestrian safety.

The proposed amendment of Chapter 2.44 of the Montebello Municipal Code will provide the requisite direction, procedure and authority for the Traffic and Safety Commission to make decisions and take actions to improve the traffic conditions within the City. This amendment to the Traffic and Safety Commission provisions will include the following:

- Designating the following City officers and employees of their deputies to participate in meetings: City Manager, Community Development Director, Public Works Director or City Engineer, Police Chief, City Attorney;
- Clearly define the powers and duties of commissioners, including but not limited to items relating to traffic control devices, traffic and pedestrian safety zones and signage or striping;
- Standards for exercising the above powers and duties;
- Temporary powers and duties of the Police Chief for emergencies;
- Issuance of work orders for signage, markings, or devices and the procedure for the same; and

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 3 of 3

- Recommending capital improvement projects relating to traffic to City Council for approval.

SUMMARY:

It is recommended that the City Council waive the Second Reading and Adopt Ordinance No. 2473, amending Chapter 2.44, "Traffic and Safety Commission" of the Montebello Municipal Code, to update and define the roles, duties, and responsibilities of commission members.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2473 - Traffic and Safety Commission

NEXT STEPS:

N/A

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 2.44 “TRAFFIC AND SAFETY COMMISSION” OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE AND DEFINE THE ROLES, DUTIES AND RESPONSIBILITIES OF COMMISSION MEMBERS

WHEREAS, the City of Montebello (“City”) is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello (“City Council”) in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City; and

WHEREAS, on January 13, 2021, the City Council adopted an Ordinance amending Chapter 2.44 of the City of Montebello Municipal Code relative to the then-existing Traffic and Safety Commission and transforming it into a Traffic and Safety Committee; and

WHEREAS, in March 2023, pursuant to the direction of the City Council, Ordinance No. 2436 was adopted to reinstate the Traffic and Safety Commission (“traffic commission”) in its original form as previously established in the Montebello Municipal Code; and

WHEREAS, the purpose of a traffic commission is to consider matters of traffic safety within the City, evaluate proposals for traffic control devices, evaluate the need for striping, signage or other measures not of a regulatory nature, educate the public on traffic issues and respond to public concerns regarding traffic and pedestrian safety; and

WHEREAS, the City desires to update and further define the roles, duties and responsibilities of the Traffic and Safety Commission members so that decisions of the traffic commission are made and carried out efficiently, properly and in the best interest of the City.

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. Chapter 2.44 – Traffic and Safety Commission – of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 2.44 – TRAFFIC AND SAFETY COMMISSION

2.44.010 Created.

There is created a traffic and safety commission (“traffic commission”) ~~for the city as follows~~ which shall be responsible for the performance of the administrative functions delegated and assigned by the provisions of this chapter and as from time to time may be delegated and assigned by ordinance or resolution.

2.44.020 Members - Appointments - Removal.

A. The traffic and ~~safety~~ commission of this city shall consist of five (5) members of the public. Each city council member shall appoint one (1) member to the traffic commission. Members shall be appointed for terms not to exceed four (4) years each; provided, that the city council shall stagger terms of office or portions of terms of office at such times as it shall be deemed necessary, so as to provide continuity in the membership of the traffic commission.

B. An individual shall be eligible for appointment to the traffic commission as long as he or she has been is a resident within the city for at least one (1) year prior to at the time of his or her appointment and at all times during his or her term. Each member shall serve until his or her successor is appointed and qualified, or until he or she is removed from office, by not less than a majority vote of the total voting membership of the city council, with or without cause.

C. The following designated officers and employees of the city, or their duly authorized deputies or assistants, are hereby appointed and directed to attend and participate in all traffic commission meetings without additional compensation:

1. The City Manager;
2. The Community Development Director;
3. The Public Works Director or City Engineer;
4. The Police Chief; and
5. The City Attorney.

2.44.030 Officers.

A. ~~Officers.~~ Each July, ~~t~~The traffic commission shall select one of its members as chairperson and one of its members as vice chairperson of the traffic commission for a term, respectively, of one year.

2.44.040 Meetings.

B. ~~Meetings.~~

A. The traffic commission ~~may normally~~ shall hold at least one regular meeting each calendar month, at such time and place as the secretary of the traffic commission shall designate for the traffic commission. The traffic commission shall adopt such rules as it deems to be necessary for the transaction of its business, and shall keep appropriate records thereof. Each member shall be entitled to receive a notice of every such meeting.

B. Quorum. Three members shall constitute a quorum for the conduct of any business of the traffic ~~and safety~~ commission. All actions or recommendations of the traffic ~~committee~~ commission which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three members thereof.

C. Absence from Meetings. If any member of the traffic commission shall be absent, without cause, from three successive regular meetings of the traffic commission or for a total of six regular meetings or the traffic commission during a calendar year, ~~without cause,~~ the office of such member shall be deemed to be vacant. The secretary of the traffic commission shall immediately inform the city council of such vacancy.

D. Absence for Cause. An absence due to illness, an unavoidable absence from the city, or provided that written notice thereof is given to the secretary of the traffic commission in advance of such regular meeting, shall be deemed an excusable absence or absence for cause.

2.44.0540 Powers and duties.

~~The traffic and safety commission of the city shall perform such duties as may be provided for in this code or other applicable law. In addition, the commission shall perform such functions as may be specifically delegated to it from time to time by the city council.~~

In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the traffic commission shall have the following nonexclusive administrative powers, functions, and duties which are hereby delegated and assigned by the city council:

- A. To cause to be placed any official traffic control device for the purpose of regulating, warning, or guiding traffic;
- B. To cause to be synchronized or otherwise regulated any official traffic control device;
- C. To cause to be established and marked any pedestrian safety zone or crosswalk, any traffic or directional lane, any loading, passenger, taxi, or bus zone, or any uniform or approved highway safety marking;
- D. To cause to be posted or erected any stop sign, yield sign, turning marker or sign, directional sign, or sign prohibiting or regulating the speed, movement, or turning of vehicles;
- E. To cause to be posted or erected any sign regulating or prohibiting parking; and
- F. To cause the removal, relocation, or discontinuance of any of the devices, markings, and signs set forth in subsections (a) through (e) of this section when the factors or conditions which warranted their installation no longer exist except where their installation or continued maintenance is otherwise provided by ordinance or resolution.

2.44.060 Standards for exercising powers and duties.

The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the traffic commission has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to ensure public safety and convenience. In each instance, such determination shall be based upon one or more of the following:

- A. Available traffic information or studies;
- B. Field observations;
- C. Vehicular traffic or pedestrian counts;
- D. Established traffic engineering principles and practices; and
- E. Traffic engineering surveys or studies.

2.44.070 Temporary powers and duties of Police Chief.

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the traffic commission when such temporary action shall be necessary

ORDINANCE NO. 2473

Page 5 of 8

to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the traffic commission or the city council.

2.44.0850 Compensation standards for exercising powers and duties.

Members of the traffic and ~~safety~~ commission shall be entitled to such compensation as may, by resolution, be determined by the city council.

2.44.090 Work orders.

- A. Issuance. Upon the determination that the installation, modification, or removal of any sign, signal, marker, or other device set forth in this article is necessary, the traffic commission shall cause to be issued a written work order which shall be directed to the department or division concerned and shall designate the location and nature of the work to be done, the required completion date, and any other instructions necessary to properly complete or coordinate the work. Such work order shall be presumed valid if signed by any member of the traffic commission after approval or ratification as provided in subsection (B) of Section 2.44.040 of this chapter.
- B. Departmental assistance. It shall be the duty of each person to whom a traffic commission work order is directed to promptly make available the facilities, services, and resources of his or her department to assist in expediting and effectuating the work prescribed in such work order.
- C. Notice of completion of work. Promptly upon the completion of the work, the person to whom such order is directed shall notify the traffic commission in writing of the action taken.

2.44.100 Work orders, completion notices, and minute records.

A copy of the minutes of each meeting of the traffic commission, of each work order issued, and of each completion notice shall be filed with the city clerk who shall be responsible for maintaining a suitable system of filing and indexing the same for public reference. Additional copies thereof shall be distributed as, from time to time, may be directed by the city council.

2.44.11060 Capital Improvement Projects

- A. Any project or recommendation for the same that is directed or made by the traffic commission that constitutes a “capital improvement project” as defined in this Section shall require the approval of the City Council.

B. For purposes of this section, "capital improvement project" is defined as an infrastructure improvement that is fixed in nature, has an approximate life-expectancy of over 25 years, and requires substantial public financial investment. Examples include, but are not limited to, large-scale physical developments or maintenance, such as building improvements, street reconstruction, traffic signals, and water main replacement.

2.44.120 Appeals from decision of traffic commission.

A. Any person aggrieved by any decision or action of the traffic and ~~safety~~ commission or any person charged with carrying out the orders of the traffic commission, may appeal the decision of the traffic commission to the council by filing a written letter of appeal with the city clerk not later than fifteen days following the rendering of the decision by the traffic and ~~safety~~ commission, ~~file a written letter of appeal with the city clerk, appealing the decision of the traffic and safety commission to the council;~~ or, the council, may upon motion, determine to review the decision of the traffic and ~~safety~~ commission in the same manner as if an appeal had been filed by a person aggrieved by such a decision.

B. Upon notification by the clerk of such appeal, the secretary of the traffic and ~~safety~~ commission shall transmit to the clerk of the traffic and ~~safety~~ commission the file with the matter appealed. The clerk shall place the matter on the council's agenda as soon as possible thereafter, and shall give appellant, and any other interested person requesting such notice, ten (10) day's written notice of the time and place of such hearing. The council shall at the time of such hearing, review the matter and, shall affirm, modify or reverse the traffic ~~safety~~ commission's decision. The determination of the council shall be final and conclusive.

2.44.13070 Hearings—Form.

Neither the city traffic and ~~safety~~ commission nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The city traffic and ~~safety~~ commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

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.

ORDINANCE NO. 2473

Page 7 of 8

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.

[Signatures on the following page.]

PASSED, APPROVED, AND ADOPTED 24TH DAY OF JANUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 10th day of January 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 24th day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **AWARD A PROFESSIONAL SERVICES AGREEMENT FOR
ADMINISTRATION OF HOME/CDBG PROGRAMS (RFP NO. 24-4)**

DATE: January 24, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award a Professional Services Agreement to Advanced AVANT-GARDE Corporation ("Avant Garde") in an amount not-to-exceed \$276,760 over the course of a two (2) year term for Professional Support Services for the Administration of HOME/CDBG Programs; and
2. Authorize the City Manager to execute the proposed Professional Services Agreement with Advanced AVANT-GARDE Corporation; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Funding for the proposed agreement will come from the annual CDBG and HOME Administration allocations. The allowable annual Administration cap for CDBG is 20% of program allocation and 10% of HOME program allocation.

Recently, the City also received HUD approval for HOME-ARP funding, which is provided to communities to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. The allowable Administration cap for HOME-ARP is 15% of the program allocation.

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 2 of 6

Total funding available for Fiscal Year 2024-25, which includes program income and previously unused funds:

CDBG Funds:	\$ 717,375.88
HOME Funds	\$ 1,851,620.19
HOME-ARP Funds	\$ 1,088,774

Available funding for administration costs for FY 2024-25:

CDBG Program Administration:	\$54,494.02
HOME Program Administration:	\$185,162
HOME-ARP Program Administration:	\$88,774

As previously referenced, all funds related to this Professional Services Agreement will be administered through the CDBG and HOME Administration Funds. The total, two-year (2-year) cost of the proposed agreement will be \$276,760. This amount covers administrative support services totaling \$114,880 in year one and \$114,880 in year two plus an additional not-to-exceed amount of \$47,000 for preparation of the Five-Year Consolidated Action Plan ("Con Plan"). Table 3 below is intended to show annual funding sources associated with the Professional Services Agreement.

The FY 2024-25 budget will be developed utilizing these updated professional services expenses, in line with the permitted administrative allocation for the CDBG, HOME and HOME-ARP programs. No budget amendment is needed at this time, and appropriations will be made with the FY 2024-25 budget.

BACKGROUND/DISCUSSION:

Each year the U.S. Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the City of Montebello, specifically Community Development Block Grant (CDGB) and Home Investment Partnerships (HOME) Program funds.

On August 24, 2023, the City issued a Request for Proposals No. 24-4 ("RFP 24-4", Attachment B) for Professional Support Services for Administration of HOME/CDBG Programs. RFP 24-4 was posted on the City's website and on www.PlanetBids.com. RFP 24-4 closed on September 28, 2023 and the City received three (3) proposals through PlanetBids in response.

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 3 of 6

Under general direction from the Director of Planning and Community Development, the selected consultant will be tasked with assisting and providing as-needed support for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds administered by HUD and approved by the City Council.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff have reviewed the Project to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project may be subject to environmental review prior to implementation.

ANALYSIS:

On August 24, 2023, RFP No. 24-4 for Professional Support Services for Administration of HOME/CDBG Programs was posted on PlanetBids generating notices to registered vendors (Attachment B). The City received three (3) proposals in response to RFP No. 24-4. The Planning and Community Development Department selected an evaluation panel of staff to review, score, and assess the proposals. The panel consisted of the Director of Planning and Community Development, Housing Manager, and Senior Management Analyst.

The proposals were evaluated based on criteria set forth in RFP No. 24-4 and were scored on various aspects of their proposals. The scoring associated with this RFP was based on a range from 0 to 100 with 100 being the highest possible cumulative score. Table 1 contains the scoring related to RFP No. 24-4 where the City received proposals from Advanced Avant Garde Corporation, Eli Patrick & Co., and The Ramsey Group:

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 4 of 6

TABLE 1

	Vendor 1	Vendor 2	Vendor 3
Reviewer 1	94	88	70
Reviewer 2	98	97	70
Reviewer 3	95	93	65
Total Score	95.6	92.6	68.3

Based on the proposals submitted by each consultant, Avant Garde was selected as the most qualified consultant who demonstrated the highest standard in meeting the project requirements (Attachment C). As a result, the Department proposes to contract with Avant Garde.

Table 2 contains the proposed hourly billing rates for Avant Garde:

TABLE 2

Avant Garde	
Program Director	\$140/hr
Program Manager	\$120/hr
Senior Program Coordinator	\$100/hr
Program Coordinator	\$90/hr

Table 3 provides an overview regarding the proposed budget for Professional Support Services for the Administration of HOME/CDBG, including CDBG-CV, HOME-ARP and Davis Bacon Compliance Monitoring:

TABLE 3

	Year One	Year Two
CDBG	\$58,440	\$58,440
CDBG-CV	\$5,840	\$5,840
Davis Bacon Monitoring	\$15,060	\$15,060
HOME	\$6,900	\$6,900
HOME Rehab Program Administration	\$6,560	\$6,560
HOME-ARP	\$22,080	\$22,080
Total	\$114,880	\$114,880
5 Year Con Plan , AI & Annual Action Plan	\$0	\$47,000
Grand Total	\$114,880	\$161,880

SUMMARY:

The City Council will consider approving a Professional Services Agreement for Professional Support Services, attached hereto in substantial form (Attachment A), for Administration of HOME/CDBG Programs with Avant Garde and authorize the City Manager to execute the Professional Services Agreement. City staff will be responsible for the following items with general guidance from Avant Garde.

- HUD Program Guidance
- IDIS management, flagged items, program set up, program income
- Annual preparation of Consolidated Annual Performance and Evaluation Report, Annual Action Plan
- Periodic update of policies and procedures, guidelines
- Staff reports, resolutions, presentations
- Prepare environmental reviews
- Consultant should have familiarity with NEPA and other Federal and State environmental laws that may impact programs
- Prepare Public Service Agreements/MOUs
- Budget preparation
- Maintain project files and checklists
- Respond to HUD letters/correspondence
- Conduct required program monitoring: Public Services Quarterly Reports, Annual Public Services On-Site Monitoring
- Prepare for and participate in HUD monitoring/audit
- CDBG/HOME Loan reconciliation

SCOPE OF SERVICES

Under general direction from the Director of Planning and Community Development, and designated staff, Avant Garde will be tasked to assist and provide support as needed for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds including, but not limited to the following:

- Verify funded projects meet Federal Eligibility in accordance with HUD Section 24 of the Code of Federal Regulations
- Awareness of Federal Labor Standards (Prevailing wages/timesheets/Davis Bacon compliance and monitoring)
- Collect and verify program eligibility as it relates to CDBG and HOME funded projects
- Housing Rehabilitation Program Management
- Income qualification
- Field Inspection
- Community Engagement
- Prepare loan/grant documents
- Contractor Packets – (Bid documents)
- CHDO Project Management
- Coordinate with CHDO entity for the development of affordable housing

CITY COUNCIL AGENDA REPORT - MEETING OF JANUARY 24, 2024

Page 6 of 6

- Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering

Staff recommends that the City Council: 1) authorize the retention of Avant Garde and approve the Professional Services Agreement, attached hereto in substantial form (Attachment A), for a two-year term in an amount not-to-exceed \$276,760 (or \$114,880 for year one and \$161,880 for year two); and 2) authorize the City Manager to execute the proposed Professional Services Agreement. Staff will prepare the FY 2024-25 budget will appropriations in these amounts to fund the necessary services as part of the agreement's scope of work. Therefore, no budget adjustment is needed at this time.

ATTACHMENT(S)

1. Attachment A - Draft Professional Services Agreement
2. Attachment B - RFP 21-24 Consultant Services for Administration of HUD Programs, Services & Activities Related to CDBG and/or Home Program
3. Attachment C - RFP 21-24 Avant Garde Proposal

NEXT STEPS:

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4173
WITH
ADVANCED AVANT-GARDE COMPANY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **February 24, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Advanced Avant Garde Company (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide Professional Support Services for the Administration of CDBG/HOME programs in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Professional Support Services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 2 of 12

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 3 of 12

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any

“nonrefundable” costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such “non- refundable” costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System (“CalPERS”) annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 5 of 12

execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 6 of 12

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

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

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

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

g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 7 of 12

certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 9 of 12

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

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

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Joseph Palombi, Director of Planning
and Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 Ext. 1598
Email: jpalmobi@montebellocal.ca.gov

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director of Finance
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 Ext. 1412
Email: msolorza@montebellocal.ca.gov

If to Consultant: Advanced Avant Garde Corporation
Attn: Ana Marie LeNoue, President/CEO
807 S. Lemon Ave.

Diamond Bar, CA 91789
(909) 895-7146
alenoue@avant-garde-inc.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

[Please see signatures on next page.]

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 11 of 12

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

ADVANCED AVANT GARDE CORPORATION

Raul Alvarez, City Manager

Ana Marie LeNoue, President/CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

PROFESSIONAL SERVICES AGREEMENT NO. 4173

Page 12 of 12

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

EXHIBIT A

Request for Proposals for Services and Contractor's Proposal

EXHIBIT B

Schedule of Compensation

EXHIBIT C

Live Scan Fingerprinting Requirements

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



CITY OF MONTEBELLO

Request for Proposals

RFP No. 24 – 4

Consultant Services –
Administration of Housing and Urban Development (HUD)
programs, services, and activities related to Community
Development Block Grant (CDBG) and/or the HOME Investment
Partnership Program (HOME)

Release Date: Thursday, August 24, 2023
Due Date: Thursday, September 28, 2023, at 11 a.m. PST

(This Page Intentionally Left Blank)

TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

August 24, 2023

PROJECT

Administration of Housing and Urban Development (HUD) programs, services, and activities related to Community Development Block Grant (CDBG) and/or the HOME Investment Partnership Program (HOME)

PROPOSAL OWNER

City of Montebello – Department of Planning/Community Development
1600 West Beverly Blvd
Montebello, CA 90640
Attn: Joseph Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocity.gov

PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development
Housing Division
1600 West Beverly Blvd
Montebello, CA 90640
Attn: Rosemary Perich, Housing Manager
Contact Phone: (323) 887-1200
Contact E-Mail: rperich@montebellocity.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, September 13, 2023, at 11:00 a.m. PST. Prospective consultants 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>

Table of Contents	Page
1.0 Notice Inviting Proposals	5
2.0 Introduction/About the City of Montebello	6
3.0 Timeline	6
4.0 Purpose	6
5.0 Scope of Work	7
6.0 Proposal Content/Format	9
7.0 Evaluation of Proposal	10
8.0 Proposal Protests	11
9.0 Execution of Agreement	12
10.0 Insurance	12
11.0 Use of Federal Funds	15
12.0 Non-Commitment of City	17
13.0 Labor Requirements	17
14.0 Records	18
15.0 Subcontractors	18
16.0 Modifications/Changes	18
17.0 Disclosure of Information	18
18.0 Ex-Parte Communications	19
19.0 City of Montebello Rights	19
Appendix A – Sample Professional Services Agreement	
Appendix B – References (Complete & return with proposal submission)	
Appendix C – Proposal Content Checklist (Complete & return with proposal submission)	

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to assist with the administration of Housing and Urban Development (HUD) programs, services, and activities related to the Community Development Block Grant (CDBG) and/or the HOME Investment Partnership Program (HOME), following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, September 13, 2023, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, September 28, 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

As an Entitlement City, the City of Montebello is an annual recipient of the Community Development Block Grant (CDBG) Program and HOME Program funds from the U.S. Department of Housing and Urban Development (HUD). The City is estimated annually to receive approximately \$600,000 in CDBG and \$300,000 in HOME funding. These funds are provided to the City to implement the following activities and programs:

- Code Enforcement
- Summer Youth Employment
- Production of Affordable Housing
- Home Improvement and Preservation
- Community Housing and Development Organization activities

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 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|---------------------------------|--|
| • Release RFP | Thursday, August 24, 2023 |
| • Online Q&A Deadline | Wednesday, September 13, 2023, 11 a.m. PST |
| • Deadline to Submit Responses | Thursday, September 28, 2023, at 11 a.m. PST |
| • City Review of Submissions | October 2023 |
| • Interviews | TBD (If Necessary) |
| • Notifications Sent to Vendors | Late October 2023/Early November 2023 |
| • Award | Mid/Late November 2023 |

4.0 Purpose

Through this RFP process, the City seeks to identify a consultant to provide professional services to administer and implement the City's Federal Grant Programs (CDBG and HOME funds).

The City seeks to establish a two (2) year agreement with the option to extend for one (1) additional year. The term requirements may change if deemed necessary while making an award.

5.0 Scope of Work/Services

Under general direction from the Director of Planning and Community Development and designated staff, the selected consultant will be tasked to assist and provide support as needed for management and related functions to successfully execute the projects/programs that are funded with CDBG/HOME funds including, but not limited to the following:

- CDBG/HOME Loan Reconciliation
- Verify that funded projects meet Federal Eligibility following HUD Section 24 of the Code of Federal Regulations
- Awareness of Federal Labor Standards (Prevailing wages/timesheets/Davis Bacon compliance monitoring)
- Collect and verify program eligibility as it relates to CDBG and HOME-funded projects
- Housing Rehabilitation Program Management
- Income Qualification
- Field Inspection
- Community Engagement
- Prepare loan/Grant documents
- Contractor Packets (Bid Documents)
- CHDO Project Management
- Coordinate with CHDO entity for the development of affordable housing
- Provide technical assistance in the evaluation of affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering

Proposed Projects for Fiscal Year 2023 – 24

(*Activities may be subject to change)

#	Project Name	Funding
1	Housing Rights Center (HRC)	CDBG Admin
2	Section 108 Loan Payment	CDBG
3.	Youth Employment Program (YEP)	CDBG
4.	Planning and Administration CDBG	CDBG
5.	Housing Rehabilitation and Preservation Program (HRPP)	HOME
6.	Planning and Administration HOME	HOME
7.	Recreation Scholarship Program	CDBG
8.	YMCA Montebello/Commerce	CDBG
9.	Heart of Compassion (HOC)	CDBG
10.	CHDO- Acquisition and New Construction	HOME

Total Funding available for Fiscal Year 2023 - 24:

CDBG Funds: \$703,939.00 (includes program income)

HOME Funds: \$991,152.02 (includes program income)

*The funding amount may be subject to change

On-going Projects from Previous Fiscal Years

#	Project Name	Funding
1.	Public Facilities Improvements	CDBG
2.	Montebello Senior Center Improvements	CDBG
3.	Montebello Community Assistance Program (MCAP)	CDBG-CV
4.	Heart of Compassion (HOC)	CDBG-CV
5.	CDBG-CV Program Administration	CDBG-CV

It is important to note that HOME-ARP Funds have been allocated to the City in the amount of \$1,088,774. The administration of the HOME ARP program will also be a part of the scope of the service.

City Roles/Responsibilities

City Staff will be responsible for the following items with general guidance from the selected consultant:

- HUD Program Management
- IDIS Management: flagged items, program set up, program income
- Annual Preparation of Consolidated Annual Performance and Evaluation Report, Annual Action Plan
- Periodic updates of policies and procedures, guidelines
- Staff reports, resolutions, and presentations

- Prepare environmental reviews (Consultant should have familiarity with NEPA and other Federal and State environmental laws that may impact programs)
- Prepare Public Service Agreements/MOU's
- Budget Preparation
- Maintain project files and checklists
- Respond to HUD letters/correspondence
- Conduct required program monitoring: Public Service Quarterly Reports, Annual Public Services on-site monitoring
- Prepare for and participate in HUD monitoring/audit

6.0 Proposal Content/Format

To maintain uniformity with all proposals submitted, it is requested that the consultant's proposal include the following minimum information:

- A. Cover letter that serves as an executive summary of the proposal limited to up to three (3) pages. The letter should include firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (name and title of the representative authorized to sign an agreement for your firm) and Project Manager (name and title of the person responsible for day-to-day management of the project).
- B. Experience and qualifications of the consultant and management team, including a description of relevant similar projects. The City reserves the right to reject any firm's consultants or management team. After the proposal deadlines, substitution of consultants and management team may only be made with the permission of the City.
- C. An outline showing tasks and time frames to ensure completion and submittal of the document prior to the Federal deadline (Action Plan, Consolidated Annual Performance Evaluation Report, and Assessment of Fair Housing).
- D. A reference list of at least three (3) other public agencies, including contact person's name and phone number, who the consultant currently provides HUD services to.
- E. A list of any pending or previous litigation over the past five (5) years related to your firm's work, and the outcome of any closed claims or cases.
- F. Total annual project costs to the City, including a breakdown of costs by task and hourly rates.

The consultant acknowledges that the submittal of a proposal constitutes acceptance of and a willingness to comply with all the terms, conditions, and criteria contained within this RFP. Proposals not complying with the terms and conditions contained herein may cause rejection. The City reserves the right to interpret or change any provision of this RFP at any time before the proposal submission due date. Such changes or interpretations will be in the form of an addendum.

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 must submit all documentation before the deadline to avoid technical difficulties/errors.

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. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - Award will be made to the proposer whose proposal offers the best value to the City.

Qualitative considerations

The proposer's qualitative proposal will be evaluated based on the following factors, each having the weighted value set forth below:

Project approach	10 points
Proposed personnel	15 points
Experience and references	30 points
Project controls	25 points
TOTAL	80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal will be compared to the lowest responsive Price Proposal. The lowest responsive price will receive the total weighted value for this criterion (20 points). All other PPs will be scored as follows:

Proposer Price Score = lowest price proposal x 20 (total points available for price evaluation)

- C. **Interviews with Consultants** - If necessary, the City may hold interviews with some consultants. A City representative will contact consultants selected for interviews with date, time, and location.

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@montebellocity.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 Appendix A - Sample PSA) 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

In general, for any purchase, 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

The services described in these provisions are to be funded through a grant provided by HUD. The successful consultant shall comply with all applicable terms and conditions prescribed by the federal government for third-party contracts.

The federal government is not a party to this contract and has no obligations or liabilities to any consultant in connection with the performance of this project. The consultant agrees to include this clause in each subcontract.

During the performance of this contract, the consultant agrees as follows:

- A. Non-discrimination – in accordance with Title VI of the Civil Rights Act, the consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or

disability.

- B. Equal Employment Opportunity – the following Equal Employment Opportunity requirements applied to the underlying contract:
- Race, color, creed, national origin, sex – the contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; And selection for training, including apprenticeship.
- C. Age – the consultant agrees to refrain from discrimination against present and prospective employees for reason of age.
- D. Disabilities – the consultant agrees that it will comply with the requirements of the Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment provisions of the Americans with disability act,” 29 C. F. R. Part 1630, pertaining to the employment of persons with disabilities.
- E. The consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by HUD, modified only if necessary to identify the affected parties.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended 12 U. S. C. 1701 u (Section 3). the purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shell, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agreed to comply with HUD’s regulation in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The consultant agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors' commitments under this Section 3 clause and will post copies of the notice in conspicuous places at work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3

preference, shall set forth the minimum number and job titles subject to higher, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person (s) and taking applications for each of the positions, and the anticipated date the work shall begin.

The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in Section 3 clause, upon a finding that the subcontractors in violation of the regulations in 24 CFR part 135.

The consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The consultant will certify that any vacant employment positions, including training positions, that are filled 1) after the contractor is selected but before the contract is executed and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, or not filled to circumvent the consultants' obligations under 24 CFR part 135.

Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

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 discriminate 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 the consultant's records, reports, files, and other papers or property 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 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 consultant's direct supervision and 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 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 Ex-Parte Communications

Consultants and consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

19.0 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, needs to gain 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;

- F. Waive any errors or informalities in any proposal to the extent law permits;
- G. Make changes to the requirements, terms, or conditions identified in this RFP will by written addenda. Any written addenda issued shall be incorporated into the terms and conditions of any resulting agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as a result of oral instructions.

Please review:

Appendix A – Sample Professional Services Agreement

Appendix B – References (Complete & return with proposal submission)

Appendix C – Proposal Content Checklist (Complete & return with proposal submission)

APPENDIX A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED] WITH [REDACTED]

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 202[REDACTED] ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and [REDACTED] (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide [REDACTED] services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

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

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide [REDACTED] services as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A" attached** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire **three (3) years** from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one-year extensions** upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product

shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by

giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to

the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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

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

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

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

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

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

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

expenses.

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

SECTION 22. NOTICE.

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

Page 10 of 12

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

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

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

If to Consultant: Consultant Name
Attn: [REDACTED]
Address
City, CA #####
(###) ###-####
Email [REDACTED]

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would

conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Arlene Salazar, Acting City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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

SAMPLE

RFP 24 – 4
APPENDIX B - References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

RFP 24 – 4
APPENDIX C
PROPOSAL CONTENT CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

Description		Proposer Initial
1	Cover Letter with Proposal	
2	List of Staff and Qualifications	
3	Outline showing tasks and time frames to meet yearly HUD deadlines for programs	
4	References (Appendix B)	
5	List of any pending or previous litigation over the past (5) years	
6	Cost Proposal (Task breakdown with hourly rate)	

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



AVANT GARDE

City of Montebello

Consultant Services – Administration of HUD Programs,
Services, and Activities Related to CDBG and/or the HOME
Program

September 28, 2023

www.agi.com.co

September 28, 2023

City of Montebello
Joseph Palombi
Director of Planning and Community Development
1600 Beverly Blvd.
Montebello, CA 90640

Subject: Request for Proposals for Administration of HUD Programs, Services, and Activities Related to CDBG, and/or the HOME Program

It is with great pleasure that AVANT-GARDE submits our proposal to provide the City of Montebello with support services to administer its HOME and CDBG programs. It is our goal to ensure that all services and reports are in compliance with all applicable HUD regulations and submitted within the required time frames.

A 100% woman-owned firm, Advanced AVANT-GARDE Corporation was incorporated in September 2002 and our corporate office is located at 807 S. Lemon Avenue, Diamond Bar, CA 91789. **AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise (MBE, WBE, DBE, SBE).**

AVANT-GARDE has built a strong reputation for providing innovative and successful solutions for a number of public agencies over the past 20 years. We have a successful track record in Program and Compliance Management with several municipalities, including the Cities of **Montebello**, South Gate, Bellflower, Lynwood, Cudahy, El Monte, Industry, Pico Rivera, Temple City, Bell Gardens, Alhambra, San Gabriel, Rosemead, Monterey Park, West Covina, Commerce, Manhattan Beach, Huntington Beach, Ojai, Ventura, La Mirada, Norwalk, Pasadena, La Puente, Moreno Valley, Perris, Rialto, Maywood, LADOT, LADWP, and Los Angeles County METRO. We offer the talents of some of the most skilled compliance managers, fund administrators, grant writers and program managers in the industry, providing clients with innovative and cost-effective solutions on a wide variety of projects.

It has been AVANT-GARDE's pleasure to work with the City of Montebello since 2005 providing services in a variety of capacities. Most recently, AVANT-GARDE has worked closely with City staff to assist with program management and administration services as identified in this RFP. Our familiarity and experience with the City of Montebello establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. AVANT-GARDE is especially proud of its recent success administering the City's CDBG and HOME funds by working closely with City and HUD staff to eliminate and reduce HUD findings. Given the opportunity, we feel the AVANT-GARDE team will prove to be a continued valuable partner to the City in meeting its HUD requirements and goals.

AVANT-GARDE understands the City of Montebello is seeking a highly qualified consultant to provide supportive services to administer the CDBG and HOME programs. We are prepared to oversee the CDBG/HOME loan reconciliation process; manage CHDO

projects and coordinate with CHDOs to develop affordable housing; ensure all projects and programs meet and comply with federal regulations; conduct labor compliance activities; provide technical assistance in the evaluation of affordable housing projects including maximum subsidy per unit, underwriting requirements, and subsidy layering; and oversee the housing rehabilitation program by performing income qualifications, field inspections, preparing loan documents, conducting community engagement, and processing contractor packets or bid documents.

Most agencies we serve have a long-standing relationship with us and trust our Team to provide program management and administration services on various CDBG projects. We are proud of our accomplishments throughout the Southern California Region, including Los Angeles, San Bernardino, Ventura, Orange, and Riverside Counties. AVANT-GARDE fully understands the requirements and scope of work as outlined in the RFP and is capable and available to perform the requested program management services.

To provide exceptional services as outlined in the RFP, we present a highly qualified and experienced team of program managers each with years of experience in providing identical services to Cities throughout Southern California. We have assigned a firm principal, Lissette Montoya, to serve as the Project Representative. Ms. Montoya will oversee all assigned staff and will ensure successful administration of all activities.

Ana Marie LeNoue, President/CEO, and Lissette Montoya, Vice President/CFO, are the management contacts for AVANT-GARDE and as the firm's principals are authorized to execute agreements for AVANT-GARDE. You may contact us at (909) 895-7146 or email alenoue@agi.com.co or lmontoya@agi.com.co if there are any questions. Thank you very much for your consideration. We look forward to continuing our work with you and your staff.

Sincerely,

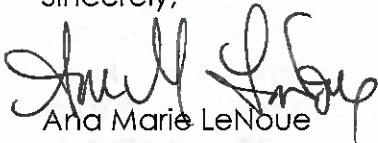

 Ana Marie LeNoue
 President / CEO

TABLE OF CONTENTS

SECTION 1. FIRM QUALIFICATIONS.....	2
SECTION 2. PRIOR EXPERIENCE.....	4
SECTION 3. STAFF QUALIFICATIONS AND EXPERIENCE.....	26
SECTION 4. APPROACH TO REQUESTED SERVICES.....	51
SECTION 5. PROJECT TIMELINE	63
SECTION 6. REFERENCES	65
SECTION 7. COST PROPOSAL.....	66
ATTACHMENT B - REFERENCES	
ATTACHMENT C - CHECKLIST	

SECTION 1. FIRM QUALIFICATIONS

AVANT-GARDE was incorporated in September 2002 and our corporate office from which services will be provided is located at 807 S. Lemon Avenue, Diamond Bar, CA 91789. ADVANCED AVANT-GARDE CORPORATION dba AVANT-GARDE is a 100% woman-owned California Corporation headed by Southern California natives Ana Marie LeNoue and Lissette Montoya who serve as the firm's officers and principals. They can be reached by phone at (909) 895-7146 or by email at alenoue@agi.com.co or lmontoya@agi.com.co. Furthermore, AVANT-GARDE is a certified minority business enterprise, women business enterprise, disadvantaged business enterprise, and small business enterprise (**MBE, WBE, DBE, SBE**).

Our team of 22 has built a strong reputation for providing innovative and successful solutions for a number of public agencies including the Cities of **Montebello**, South Gate, Bellflower, Artesia, Norwalk, Lynwood, Temple City, Pasadena, Industry, La Mirada, El Monte, Alhambra, Pico Rivera, Hawaiian Gardens, South El Monte, Rosemead, San Gabriel, Monterey Park, West Covina, La Puente, Bell Gardens, Cudahy, Commerce, Maywood, Perris, Moreno Valley, Rialto, Ventura, Manhattan Beach, Huntington Beach, Ojai, LADOT, LADWP, and Los Angeles County METRO.

Our years of practice have resulted in a solid foundation of experience and technical expertise and a dedication to integrity, excellence, and quality. We are proud of our strong reputation in meeting aggressive schedules and our ability to multi-task to provide our clients specialized attention and service. Services offered by our firm include:

- Grant Writing and Administration
- Program Management
- Funding Administration
- Compliance Management including Labor Compliance
- Construction Coordination (Bid development, analysis, etc.)
- Community Outreach

With our team of experts in program management, compliance management, grant writing, funding identification and administration, AVANT-GARDE is committed to developing a working relationship that becomes a seamless extension of the City's staff. We believe in working as a team and bringing our collective strengths to the table to complement each other's efforts, ultimately resulting in options and services that best serve the client's goals and objectives. We assist our clients in identifying federal and state fund allocation balances, assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies. AVANT-GARDE analyzes the agency's needs and prepares, recommends, and administers long-and-short range programs consistent with the economic capabilities of the agency, including information vital to the preparation of the annual budget for the agency.

AVANT-GARDE has had the privilege of working with the City of Montebello for over 17 years. During this time, our Team has worked closely with City staff in a variety of capacities including community outreach, providing State and Federal funding compliance services on public works capital projects, assisting in the preparation

of grant applications, assisting with the preparation of fiscal budgets, and assisting with the HOME and CDBG administration. Our familiarity and experience with the City of Montebello establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and continue serving the community. AVANT-GARDE is especially proud of its recent success administering the City's CDBG and HOME funds by working closely with City and HUD staff to eliminate HUD findings.

As part of our work, AVANT-GARDE has established infrastructure systems to maintain compliance and prevent future findings and helped prepare the City's HOME and CDBG policies and procedures for City Council adoption. Our services have included guidance to meet program and financial compliance requirements and local financial procedural support. We are well versed in the City's HUD IDIS portal and are able to monitor it regularly to ensure data and reporting accuracy. AVANT-GARDE serves as the liaison with the City's HUD representative to seek clarification, guidance, and provide the City with clear action steps.

AVANT-GARDE assisted in developing the City's 2020-2025 Consolidated Plan, which included developing notices, community outreach via meetings and surveys, data analysis, and assisting staff in preparing staff reports and participation at City Council meetings. AVANT-GARDE worked with City staff to develop strategic goals to address City needs and activities to align with and meet these goals. Additionally, AVANT-GARDE assisted in preparing the City's Analysis to Fair Housing Choice, a document that reviews policies and practices in the community that affect availability and accessibility of housing and housing conditions in the community, for submission to HUD.

As a part of the development of the FY 2020-2021 Annual Action Plan, AVANT-GARDE assisted the City in programming CDBG, HOME and CDBG-CV funds. AVANT-GARDE recently assisted the City with onboarding new subrecipients and developing new activities and programs to meet the City's goals established in the Annual Action Plan and Consolidated Plan, and to expend the funds in a timely manner to remain in good standing with HUD. Our staff consistently and successfully worked with City subrecipients to monitor their work and files to ensure that they are compliant with all City and HUD CDBG guidelines, providing technical assistance when needed.

Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws.

AVANT-GARDE is currently providing the services requested in this RFP to several cities in Southern California, including **Montebello**, Bellflower, El Monte, Cudahy, Lynwood, South Gate, Pico Rivera, Moreno Valley, Rialto, and Rosemead. Most agencies we serve have a long-standing relationship with us and trust our Team to provide these services on upcoming projects. We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the particular needs of each client and prompt delivery of products, studies and services.

AVANT-GARDE's work for these agencies has included review of various reports to identify program activities; analysis of the City's CDBG and HOME funds; assisting with the

development of policies and procedures for the City's HOME, CDBG, and Housing Rehabilitation programs; providing support to staff on responses to audit findings; managing CDBG-funded CIPs and public service programs; implementing CDBG-CV funded activities; and a variety of housing rehabilitation related tasks including property inspections, applicant file review, and agreement coordination. Our services have included guidance to meet program and financial compliance requirements and local financial procedural support. AVANT-GARDE serves as the liaison with cities' HUD, HCD, and LACDC representatives to seek clarification, guidance, and provide the City with clear action steps.

AVANT-GARDE has assisted cities in programming CDBG and CDBG-CV funds. Our staff successfully worked with subrecipients to monitor their work and files to ensure that they are compliant with all CDBG guidelines, providing technical assistance when needed. AVANT-GARDE has also provided program administration support, which has included building out new programs, developing program documents, establishing guidelines and protocols. AVANT-GARDE assisted with the launch and underwriting of cities' Emergency Rental Assistance Programs and Small Business Loan Programs, which provided grants to local CDBG eligible businesses. Small Business programs have been administered to meet Low Moderate Area and Low Moderate Job national objectives. Understanding the urgency created by the pandemic, AVANT-GARDE was able to quickly deploy our staff to implement and run both types of programs effectively, ensuring residents received their aide in a timely manner.

Litigation

Please note that AVANT-GARDE does not have any pending or previous litigation over the past five (5) years related to our firm's work to list.

SECTION 2. PRIOR EXPERIENCE

The professional staff of AVANT-GARDE well understands the many ways that a single project may affect the multiple layers of government as well as the desired economic growth and development that is of primary concern to businesses, property owners and residents. We use and leverage this information by looking at every angle of a program and/or project to determine the overall impact and how best to design and implement programs that best produce optimum results.

We have extensive experience in serving both major urban cities and small suburban municipalities with our success achieved through close attention to detail, emphasis on meeting the needs of each client and prompt delivery of products, studies and services. Project assignments have included funding strategies and analysis, construction coordination, compliance management, community outreach programs and special projects. Today, we are well-prepared to provide public agencies with several varied consulting services.

As it relates to this RFP for CDBG and HOME Program administration services, the AVANT-GARDE staff assigned to this project have provided similar services for the cities of **Montebello**, Lynwood, Bellflower, El Monte, South Gate, Cudahy, Pico Rivera, Rialto, and Moreno Valley.

Montebello | HUD CDBG & HOME Program Compliance Management

AVANT-GARDE provided Program Monitoring and Funding Compliance Services for HOME and CDBG funded programs administered through HUD. As such, AVANT-GARDE provided on-going program compliance monitoring services of sub-recipients and implementation of the City's Housing Program. Services included working with the City to correct and respond to HUD HOME and CDBG Service Program findings, resulting in eliminating the numerous findings dating back to FY 2012/13. As part of this effort, AVANT-GARDE assisted in developing systems and processes in accordance with HUD requirements to expend and track funds in a timely and compliant manner and maintain program files in preparation for HUD review and audit. The Housing Rehabilitation Program systems have been updated to include standardized loan documents, program standards, and tracking mechanisms to help the City identify each stage of a project. HOME program accomplishments include acquisition of and conditional commitment of funds for properties. AVANT-GARDE recently monitored and implemented the CDBG Service Program, working with various City departments and local nonprofits to ensure adherence to HUD program requirements, including the development of tracking processes and timely submittal of sub-recipient activities and reimbursements. AVANT-GARDE recently assisted the City with developing their updated ConPlan, Analysis of Impediments, Citizen Participation Plan, Substantial Amendment, and FY 19/20 CAPER which included all related community outreach and coordination with city staff and community stakeholders.

Client Contact

Joseph Palombi
Director of
Planning/Community
Development

Project Completion

Ongoing

Type of Funding

HOME / CDBG / CV



Lynwood | HUD Program & Compliance Management

AVANT-GARDE was hired by the City of Lynwood in 2007 to provide Community Development (Housing) services, which included the administration and implementation of the City's CBDG and HOME program including but not limited to: Housing Rehabilitation Program, implementation of a variety of housing related tasks, project management services as assigned by the Community Development Director, and support for miscellaneous Community Development activities. On-going administration of the HUD program included: preparation of environmental reviews (up to level of Environmental Assessment) for all activities; management of IDIS system (set-up, revise and fund activities, update accomplishments and beneficiary information); preparation of agreements, including sub-recipient agreements, MOUs and housing agreements; assistance in department budget preparation; assistance in implementation of Property Rehabilitation Programs; responsibility of financial management, approving payment requests while monitoring HOME expenditures; and administering and monitoring contracts of housing projects. As of 2017, AVANT-GARDE has been assisting with the Housing Rehabilitation Program, Environmental Reports for capital improvement projects, and Labor Compliance.

Client Contact
Gabriel Linares
Director of
Community
Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG



Cudahy | CDBG Administration & Housing Rehabilitation Services

AVANT-GARDE was hired by the City of Cudahy to provide technical assistance for the administration and implementation of the City's CDBG projects. Responsibilities include the preparation of the on-line "Agreements to Implement" annual CDBG programs with LACDA and the preparation of processing of any necessary amendments to the "Agreement to Implement" for ongoing projects. Duties include coordination with City staff to gather all necessary documentation for LACDA program monitoring and audit preparation, preparation and completion of LACDA and HUD reports and documents, ensuring administration of all applicable federal, state, and local laws, rules, regulations, and policies are adhered to and the overall administration of the housing rehabilitation program, including collecting data and preparing necessary reports for the City, LACDA, and HUD. In addition, AVANT-GARDE provides CDBG financial management assistance, acts as a City liaison and representative to the LACDA, and administers CDBG funded projects through applicant file review and income qualification, property inspections, and bid administration, including the coordination of pre-construction meetings with the LACDA, contractors, property owners, and staff. Most recently AVANT-GARDE assisted with the development and implementation of the City's new Emergency Rental Assistance Program.

Client Contact
Andres Rangel
Management
Analyst

Project Completion
On-going

Type of Funding
CDBG / CV



Bellflower | Housing Management Services

AVANT-GARDE provides oversight of the HOME and CDBG program for the City of Bellflower. Activities include implementation of the Housing Rehabilitation and First Time Homebuyer programs; IDIS management and training of accounting staff; income qualification of program applicants; preparation of CAPER; project management on Affordable Housing development projects, and management of the CDBG Public Services program. AVANT-GARDE has updated HOME, CDBG, and Code Enforcement policies in accordance with HUD requirements, provided technical assistance to update and amend the Action Plan, Consolidated Annual Performance and Evaluation Report, and other reporting documents as required by HUD including the 2020 5-year Consolidated Plan and AI. Most recently, assisted the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Jim DellaLunga
Director of Economic Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG / CV



El Monte | HOME, CDBG, & ESG Compliance and Monitoring

AVANT-GARDE is assisting the City of El Monte with program management of HOME, CDBG and ESG programs. Services include project management of the public services program; management of CDBG funded CIP's; oversight of the 5-year Consolidated Plan, AI and Annual Action Plan; on-site monitoring and compliance review; and technical assistance to update and amend the CAPER. Staff assisted the City with preparation of the Housing Rehabilitation Program Guidelines. We also assisted the City with preparing bid packages for the rehabilitation of City-owned properties and worked with the City's selected relocation services consultant to coordinate the temporary displacement of tenants at City-owned properties while improvements were constructed and monitored rental properties. Most recently, assisted the City with the programming and implementation of CDBG-CV funded activities.

Client Contact
Betty Donavonik
Director of
Community
Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG /
ESG / CV



South Gate | CDBG & HOME Coordination and Management Services

AVANT-GARDE has provided HUD Program Management Services to the City of South Gate since 2018. Our scope of work includes preparation of the Annual Action Plan and program development and support including Action Plan amendments; 2020 Consolidated Plan development and support including community outreach and all amendments; preparation of the 2019-2020 Consolidated Annual Plan Evaluation Report (CAPER); preparation and adoption of updated HOME and CDBG policies and procedures; program and financial compliance requirements (IDIS) and local financial procedural support; and manage program operations for all CDBG and HOME programs including reporting and administration of commercial façade and housing rehabilitation programs. Program administration support has included building out new programs and establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's new Small Business Retention and Creation Grant Program.

Services have included working with the City to correct and respond to HUD Office of Inspector General (OIG) audit findings. Furthermore, AVANT-GARDE provides labor compliance services for CDBG funded capital improvement projects to ascertain compliance with established federal regulations and laws. Most recently, we are assisting the City with the programming and implementation of CDBG-CV funded activities.

As part of South Gate's Rental Assistance program, AVANT-GARDE drafted program guidelines and documents (applications and supplemental forms), and trained staff on program implementation and participant eligibility. AVANT-GARDE processed applications, eligibility review, and liaising with participants. For South Gate's Business Assistance program, AVANT-GARDE was developed all program forms (including program manuals, outreach material, and applications). AVANT-GARDE staff worked with business owners to collect required documentation verify their eligibility and process their applications with the City. AVANT-GARDE also followed up with businesses after the grant award to collect expense documents to confirm that expenses were eligible.

Client Contact
Meredith Elguira
Director of
Community
Development

Project Completion
Ongoing

Type of Funding
HOME / CDBG



CITY OF SOUTH GATE

2017-2018 ACTION PLAN

FUNDING SOURCE ALLOCATIONS:
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS GRANT (HOME)

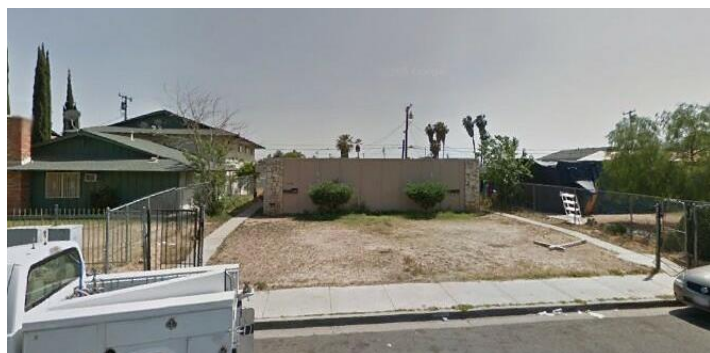
Moreno Valley | HOME Funding Compliance Services

AVANT-GARDE was retained by the City of Moreno Valley to assist with committing HOME funds for two affordable housing projects facing a lapse of funds. Our scope of services included CHDO certification; preparation of NEPA documentation for the project; and project coordination to ensure development and execution of the HOME Commitment Agreement which included coordination with the City Attorney, City staff, and the CHDO; preparation of Council staff reports and coordination with designated City consultants for preparation of the layering analysis and feasibility study. We are currently under contract to provide a variety of services including Project Management services to carry out two rental projects; monitoring the Emergency Solutions Grants (ESG) program and its subrecipients including review of policies and procedures, eligibility requirements, reporting and performance measurements, administrative costs, procurement, and recordkeeping. We also serve as the City's liaison with Habitat for Humanity on its Housing rehabilitation program.

Client Contact
Dena Heald
Deputy Finance
Director

Project Completion
Ongoing

Type of Funding
HOME / CDBG /
ESG



Pico Rivera | CDBG Program Administration

AVANT-GARDE has established infrastructure systems to maintain compliance and prevent future findings and helped prepare the City's HOME and CDBG policies and procedures for City Council adoption. Our services have included guidance to meet program and financial compliance requirements and local financial procedural support. We are well versed in the City's HUD IDIS portal and are able to monitor it regularly to ensure data and reporting accuracy. AVANT-GARDE serves as the liaison with the City's HUD representative to seek clarification, guidance, and provide the City with clear action steps.

AVANT-GARDE assisted in developing the City's 2020-2025 Consolidated Plan, which included developing notices, community outreach via meetings and surveys, data analysis, and assisting staff in preparing staff reports and participation at City Council meetings. AVANT-GARDE worked with City staff to develop strategic goals to address City needs and activities to align with and meet these goals. Additionally, AVANT-GARDE assisted in preparing the City's Analysis to Fair Housing Choice for submission to HUD.

As a part of the development of the FY 2020-2021, FY 2021-2022 and FY 2022-2023 Annual Action Plans, AVANT-GARDE assisted the City in programming CDBG and CDBG-CV funds. AVANT-GARDE recently assisted the City with onboarding new subrecipients and developing new activities and programs to meet the City's goals established in the Annual Action Plan and Consolidated Plan, and to expend the funds in a timely manner to remain in good standing with HUD.

Our staff consistently and successfully worked with City subrecipients to monitor their work and files to ensure that they are compliant with all City and HUD CDBG guidelines, providing technical assistance when needed. AVANT-GARDE has also provided the City with program administration support, which has included building out new programs, developing program documents, establishing guidelines and protocols. Most recently AVANT-GARDE assisted with the launch and underwriting of the City's Small Business Grant Program, which will provide grants of \$10,000 to local CDBG eligible businesses. We also assisted the city with preparation for their HUD audit.

Client Contact

Julia Gonzalez
Deputy Director of
Community and
Economic
Development

Project Completion

Ongoing

Type of Funding

HOME / CDBG



**City of Pico Rivera
SMALL BUSINESS GRANT PROGRAM**

The City of Pico Rivera's Small Business Grant Program will offer one-time \$10,000 grants to eligible businesses to help create jobs, retain jobs, and offer quality services to the residents of Pico Rivera. Grant funds may be used for overhead expenses, rent, utilities, and necessary equipment to continue business operations, among others. Businesses are not expected to pay back grants.

Examples of Eligible Use of Funds	Business Eligibility	How to Apply
- Overhead expenses - Rent and utilities - Business services (web site development, etc.) to increase business activity capacity - Labor expenses (excluding the owner's business inventory and supplies) - Capital or equipment purchases necessary for the business operation, excluding vehicles	- Located within City limits - Business license in current standing - Employs approximately 20 or less employees (including the owner(s)) - Operational for at least 6 months - Meets Federal funding objectives of serving or employing disadvantaged communities	Applications will be made available on April 19, 2021 and will be accepted via postmarked U.S. Postal Service mail through April 30, 2021. Incomplete applications will not be considered. Applications will be posted on the City's website on April 19, 2021.

Visit bitly.com/picoriverasmallbusinessgrant for more information!

The City of Pico Rivera is partnering with Avant-Garde for the administration of these funds. Please call (909) 979-6334 should you require assistance with the application process.

Rialto | CDBG & NSP Compliance Services

AVANT-GARDE is currently providing the day-to-day administration and implementation of the City's CDBG funded Program. Our team works with City staff to determine project eligibility along with monitoring of programs to assure compliance with all Federal, State, and Local reporting requirements. Our scope of work includes: prepare reports including, but not limited to, an Annual Action Plan CAPER, Section 3 Reports, prevailing wage, minority contractor, and other reports required by HUD; setup and maintain IDIS records, including preparation of requested reports; prepare draw down requests for reimbursement of expended funds at a minimum of a quarterly basis or more often as directed by the Finance Director; coordinate with HUD field office staff and other City representatives on CDBG related issues as needed and assist with all program monitoring and audit preparation; and prepare necessary NEPA/CEQA forms and documents for categorically exempt projects.

Our team is also providing support for the City's NSP programs. Scope includes: DRGR reporting, NSP program monitoring and strategic planning for the use of program income.

CARES Act Support: Provide technical and marketing support for programming of funds. Our staff has been actively involved in developing and implementing programs such as Rental Assistance and Business Assistance programs.

Client Contact

Arron Brown
Assistant City Manager

Project Completion

Ongoing

Type of Funding

CDBG / NSP / CV

FOR MORE INFORMATION

VISIT: www.yourrialto.com/RialtoAssistancePrograms

EMAIL: RIALTOCARES@RIALTOCA.GOV

CALL: (909) 816-2863 / (909) 816-2408

**RIALTO
CARES**



150 S. Palm Avenue
Rialto, CA 92376



**Are you or a loved one
experiencing hardship?**

We can help!

Community Resources for COVID-19



**SMALL
BUSINESS
GRANTS**

The City of Rialto's Small Business Grant Program offers a one-time grant up to \$10,000 to eligible businesses facing financial hardship due to the impacts of COVID-19.



FOR MORE INFORMATION

WWW.YOURRIALTO.COM/RIALTOASSISTANCEPROGRAMS

EMAIL: RIALTOCARES@RIALTOCA.GOV

CALL: (909) 816-2408 / (909) 816-2863



150 S. Palm Avenue
Rialto, CA 92376



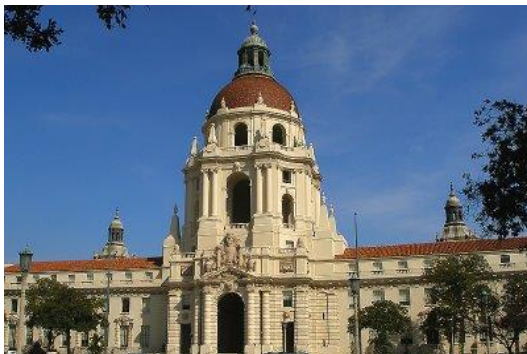
Pasadena | Housing Management Services

AVANT-GARDE provided Interim Housing Manager Services to the City of Pasadena. As the Interim Housing Manager, AVANT-GARDE was responsible for Community Development Strategic Planning, Housing Production and Management, Housing Division Management, and housing production for the homeless.

We are currently providing fund management services including programs such as CDBG, HOME, and ESG. The scope of work for fund management services includes coordination with City Staff to review HUD funded program documents, funding status, action plans and proposed projects, coordinate and correspond with the HUD Program Manager. Our staff also conducts an analysis of each project to ensure that the projects are properly recorded in adherence with the funding source. In addition, we coordinate with City staff and identify new projects that will need to be recorded, conduct activity Set Up, activity funding, drawdowns, activity completion and reporting in the IDIS system.

Project Completion
2011

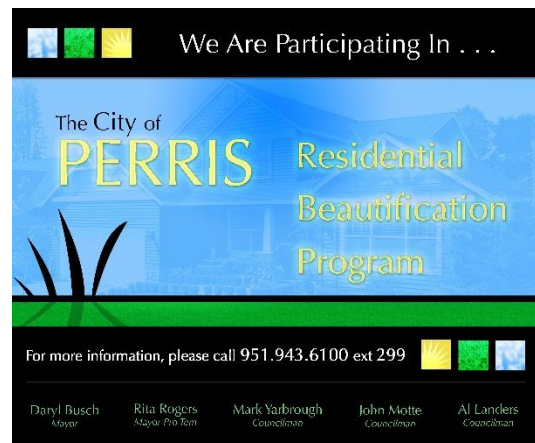
Type of Funding
HOME / CDBG



Perris | Housing Rehabilitation Services

AVANT-GARDE was retained by the City of Perris to perform a housing revitalization analysis and establish a program to include development of detailed program guidelines and procedures including criteria for eligibility and process for qualifications. AVANT-GARDE assisted the City in program implementation by assigning staff to carry out specific responsibilities to ensure program success. We monitored activities from beginning to end to ensure successful completion of the Rehabilitation work. Some activities included reviewing applications and documents submitted to ensure that residents qualify under the criteria established in the guidelines. Our staff worked with the residents for approval of the proposed rehabilitation work, develop the work descriptions needed and monitored the bidding process for contractor selection. In addition, our marketing team produced effective promotional materials which assisted with public awareness and kept residents and local interests informed.

Project Completion
2007



Labor Compliance Experience

Listed below are projects whereby AVANT-GARDE provided labor compliance services. In many instances our team supported the project by performing project management and funding administration services in addition to labor compliance. Projects highlighted in gray were funded with Community Development Block Grant (CDBG) funds or required Section 3 monitoring.

City of Montebello

- Annual Concrete Repair; Completed: June 2022; CON Cost: \$277,000
- Arroyo Dr Improvements; Completed: August 2021; CON Cost: \$984,215
- Montebello Blvd. Bike Lane & Sidewalk Improvements; Completed: May 2022; CON Cost: \$5,766,226
- Bus Shelter Improvements; Completed: February 2019; CON Cost: \$1,749,549
- Pavement Repairs & Skin Patching; Completed: January 2018; CON Cost: \$142,673
- 10th Street Improvements; Completed: November 2017; CON Cost: \$125,905
- Traffic Signal Upgrades – Various; Completion: 2016 CON Cost: \$860,000
- Washington Blvd Ph. II; Completed: October 2016; CON Cost: \$812,852
- Alley Improvement; Completed: September 2015; CON Cost: \$187,553
- Vail Ave. Improvement; Completed: November 2015; CON Cost: \$201,150
- Beverly Blvd. Improvements; Completed: September 2014; CON Cost: \$429,381
- Traffic Signal-Montebello Way; Completed: October 2016; CON Cost: \$726,640
- Safe Routes to School; Completed: August 2013; CON Cost: \$572,703
- Federal Safe Routes to School; Completed: March 2012; CON Cost: \$285,000
- Whittier Boulevard Revitalization Phase II; Completed: March 2011; CON Cost: \$749,000
- Neighborhood Citywide Sidewalk; Completed: November 2010; CON Cost: \$1,600,000
- Safe Routes to School Greenwood and Washington; Completed: May 2010; CON Cost: \$ 172,000
- Whittier Boulevard Revitalization Phase I; Completed: 2009; CON Cost: \$8,000,000
- Traffic Signal-Garfield Avenue/Via San Clemente; Completed: August 2009; CON Cost: \$138,988

City of El Monte

- Homekey Phase 1; In Progress; CON Cost: \$1,890,000
- Project Homekey Termite Treatment; In Progress; CON Cost: \$43,225
- Ramona Blvd Resurfacing; Completed: July 2023; CON Cost: \$2,949,718

- Budget Inn; Completed: July 2023; CON Cost: \$964,130
- M Motel Mold; Completed: October 2022; CON Cost: \$39,200
- Regional Bicycle Commuter Access; Completed: May 2023; CON Cost: \$1,031,578
- Budget Inn Reroof; Completed: December 2022; CON Cost: \$289,720
- Mountain View Park Restroom; Completed: September 2020; CON Cost: \$77,800
- Senior Center Roof Improvement; Completed: September 2020; CON Cost: \$725,100
- Fletcher "Fetch" Dog Park; Completed: October 2020; CON Cost: \$800,000
- Gibson Mariposa Park Block Wall Construction; Completed: November 2020; CON Cost: \$72,000
- Downtown Parking Structure; Completed: December 2017; CON Cost: \$1,197,425

City of Lynwood

- Street Improvement Project Wright Rd from Fernwood to Duncan Ave; In Progress; CON Cost: \$1,678,510
- Traffic Signal Improvements Imperial Highway and Ruth Avenue, In Progress; CON Cost: \$623,363
- HSIP Cycle 9 Atlantic/Carlin; In Progress; CON Cost: \$474,047
- HSIP Cycle 9 Imperial/Atlantic; In Progress; CON Cost: \$429,029
- Priority 2 Phase 2A Street Improvements; In Progress; CON Cost: \$1,149,000
- Stoneacre Ave Improvements; In Progress; CON Cost: \$579,508
- HSIP Cycle 5 MLK Blvd; In Progress; CON Cost: \$295,350
- AMI Base Station Installation; In Progress; CON Cost: \$676,840
- Fernwood Ave Development; In Progress; CON Cost: \$2,441,020
- Drywell Installation on Bullis; In Progress; CON Cost: \$28,500
- Citywide Slurry Seal Phase 2; Completed: April 2023; CON Cost: \$299,931
- San Carlos, San Juan, San Vincent etc. Improvement; Completed: March 2023; CON Cost: \$650,000
- Citywide Slurry Seal Phase 1; Completed: December 2022; CON Cost: \$197,136.46
- Sidewalk Improvement Wright Road; Completed: March 2023; CON Cost: \$556,090
- Well 19 Rehabilitation; Completed: April 2023; CON Cost: \$347,189
- Yvonne Burke-John D. Ham Playground/Park Renovation; Completed: July 2023; CON Cost: 496,009
- Agnes Ave Street, Sewer and Water Improvements; Completed: May 2022; CON Cost: \$2,540,432
- Agnes Avenue Roundabout Landscape; Completed; CON Cost: \$25,000
- Well No. 9 Rehab; Completed: June 2021; CON Cost: \$289,617

- Alberta St. Pavement Rehab; Completed: December 2021; CON Cost: \$2,317,000
- Long Beach Blvd/I-105 Fwy Interchange Curb Ramp Improvements; Completed: June 2021; CON Cost: \$277,000
- Lilita St and Eve Ave; Completed: May 2021; CON Cost: \$913,525
- Olive St, Lynwood Rd, McMillan St Improvements; Completed: September 2021; CON Cost: \$688,841
- Emergency Generator; Completed; CON Cost: \$824,000
- ATP Cycle 2 Community Linkages; Completed: December 2020; CON Cost: \$2,053,967
- Go Green Energy & Solar Project; Completed: November 2021; CON Cost: \$7.3 million
- Sanborn Ave. & Mulford Ave. Parking Lot Improvements; Completed: March 2021; CON Cost: \$326,434
- City Park T-Ball Phase 2; Completed: April 2020; CON Cost: 15,000
- Decorative Monument Signage; Completed; CON Cost: \$149,000
- Palm Ave. Water Improvements; Completed: August 2020; CON Cost: \$1,113,682
- Virginia Ave. Improvements; Completed: August 2020; CON Cost: \$929,412
- Duncan, Edgebrook, Elmwood, Fernwood, Harris & Lavinia Pavement Rehab; Completed: November 2020; CON Cost: \$191,000
- Hulme Ave. Improvements; Completed: November 2020; CON Cost: \$618,401
- Peach & Le Sage Improvements; Completed: August 2020; CON Cost: \$1,712,255
- City Hall North & Tenant Improvement; Completed: May 2020; CON Cost: \$795,000
- Bullis Rd. Improvements; Completed: November 2020; CON Cost: \$437,000
- Capistrano Ave Improvement; Completed: August 2020; CON Cost: \$781,743
- Fertile St. Improvements; Completed: April 2020; CON Cost: \$181,266
- Duncan Ave. Improvements; Completed: October 2019; CON Cost: \$829,000
- Louise Ave. Improvements; Completed: July 2019; CON Cost: \$1,553,000
- Virginia Ave. Improvements; Completed: October 2019; CON Cost: \$1,540,000
- Palm Ave. Improvements; Completed: October 2019; CON Cost: \$300,000
- Street Rehab & Water Main Upgrade for Birch; Completed: September 2018; CON Cost: \$1,189,000
- Street Rehab & Water Main Upgrade for Beechwood Ave; Completed: November 2018; CON Cost: \$1,671,000
- Bateman Hall Roof Replacement Project; Completed: May 2018; CON Cost: \$370,800

- Sidewalk Improvement Project; Completed: April 2018; CON Cost: \$94,820
- Emergency Reservoir/Booster Valve Replacement; Completed: June 2018; CON Cost: \$108,745
- City Park T-Ball; Completed: July 2018; CON Cost: \$392,961
- Long Beach Blvd Ph. 2; Completed: August 2019; CON Cost: \$3,128,879
- Long Beach Blvd Ph. 1; Completed: August 2019; CON Cost: \$3,589,849
- Olanda Street Improvements; Completed: January 2019; CON Cost: \$261,000
- Citywide Slurry Seal; Completed: December 2018; CON Cost: \$511,000
- SCADA Upgrade; Completed: December 2018; CON Cost: \$754,000
- Water Distribution Sample Stations; Completed September 2018; CON Cost: \$121,000
- Thorson Ave. Water Line; Completed: August 2018; CON Cost: \$115,220
- Water Well No. 5; Completed: December 2017; CON Cost: \$45,000
- Water Well No. 8; Completed: March 2018; CON Cost: \$11,221
- Water Well No. 11; Completed: September 2017; CON Cost: \$54,620
- Water Well No. 19; Completed: June 2017; CON Cost: \$54,620
- Bus Stops Improvements; Completed: April 2017; CON Cost: \$370,917
- City Hall Annex; Completed: October 2017; CON Cost: \$5,472,000
- HSIP Pedestrian Improvements; Completed: October 2017; CON Cost: \$412,000
- Street & Water Main Improvement Wisconsin Ave; Completed: October 2017; CON Cost: \$644,496
- Street Improvement Redwood Ave; Completed: November 2016; CON Cost: \$410,458

City of La Canada Flintridge

- Foothill Blvd. Traffic Signal Improvements; In Progress; CON Cost: \$299,983

City of Industry

- Stimson Avenue Grade Crossing Improvement; In Progress; CON Cost: \$691,650

City of Norwalk

- HSIP Cycle 6 Studebaker; In Progress; CON Cost: \$885,613
- HSIP Cycle 7 Studebaker; In Progress; CON Cost: \$1,579,769
- HSIP Cycle 7 Alondra; In Progress; CON Cost: \$1,595,850
- HSIP Cycle 7 Firestone; In Progress; CON Cost: \$1,310,500

City of La Mirada

- Road Rehabilitation along Imperial Hwy; In Progress; CON Cost: \$945,000

- Neff Historical Site Restoration - Phase II; In Progress: CON Cost \$272,750
- Neff Historical Site Restoration; Completed: June 2019; CON Cost: \$245,454
- Traffic Signal-Artesia Blvd/Industry Circle; Completed: December 2017; CON Cost: \$206,511
- Traffic Signal-Valley View Blvd & Adoree St; Completed: January 2017; CON Cost: \$362,200
- Foster Park Street Improvements Phases 2-4; Completed: February 2016; CON Cost: \$4,700,000, \$650,121, \$1,952,048
- HVAC City Hall; Completed: February 2014; CON Cost: \$377,388
- Alondra/Valley View Improvements; Completed: April 2012; CON Cost: \$2,500,000
- La Mirada Boulevard Improvements; Completed: April 2010; CON Cost: \$635,000
- Beach Boulevard Improvements; Completed: 2008; CON Cost: \$635,000

City of Temple City

- Primrose Park; Completed: July 2022; CON Cost: \$2,470,088
- Temple City Blvd; Completed: January 2018; CON Cost: \$314,500
- El Monte Ave; Completed: January 2018; CON Cost: \$1,078,400
- Rosemead Blvd; Completed: September 2014; CON Cost \$18,000,000
- Traffic Signal-Temple City Blvd & Las Tunas; Completed: January 2012; CON Cost: \$176,000
- Freer Street Overlay; Completed: December 2010; CON Cost: \$599,000
- Traffic Signal – Ellis Lane; Completed: June 2010; CON Cost: \$112,000
- Traffic Signal – Rosemead, Longden and Broadway; Completed: January 2011; CON Cost: \$236,500

Metro

- Division 20 Portal Widening Turnback; In Progress, CON Cost: \$431,777,000
- Metro ROC and CMF Building Generator Replacement; Completed: March 2022; CON Cost: \$1,826,600
- Cesar Chavez Transit Pavilion; Completed: June 2022; CON Cost: \$1,908,107
- MBL Track & System Refurbishment; Completed: September 2020; CON Cost: \$67,953,655
- MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit; Completed: July 2020; CON Cost: \$3,258,500
- Div. 5 Re-roofing & Div. 7 Concrete Repair; Completed: March 2020; CON Cost: \$3,258,500
- Westside Purple Line Extension; Completed: October 2019; CON Cost: \$244,000,000

- Pavement Replacement at Division 7; Completed: November 2018; CON Cost: \$1,500,000
- Westside Subway Extension; Completed: January 2017; CON Cost: \$20,250,000
- I-405 & SR 134 Soundwall Packages 4&5; Completed: October 2014; CON Cost: \$18,973,000
- CNG Emergency Operators; Completed: October 2014; CON Cost: \$881,145
- Lighting Upgrade; Completed: June 2013; CON Cost: \$1,662,000
- Bus Stop Improvement; Completed: June 2013; CON Cost: \$627,000
- Division 3 Master Plan; Completed: July 2012; CON Cost: \$4,973,000
- Trash and Vegetation Removal; Completed: March 2013; CON Cost: \$4,800,120

City of Alhambra

- 2020 Street Improvements; Completed: January 2021; CON Cost: \$325,000
- Almansor Park Improvement Project; Completed April 2018; CON Cost: \$1,755,944
- Almansor Park Open Space Improvements; Completed April 2018; CON Cost: \$129,122
- Emery Park Restroom Rehab; Completed April 2018; CON Cost: \$38,857.50
- Lindaraxa Park Pillar Reconstruction; Completed March 2018; CON Cost: \$33,600
- Atlantic Blvd at Main St ADA; Completed: January 2018; CON Cost: \$53,450
- Almansor Security Light Replacement; Completed: December 2016; CON Cost: \$67,960
- Almansor Jogging Trail Reconstruction; Completed: December 2016; CON Cost: \$60,000
- Almansor Playground Rubberized Resurfacing; Completed: May 2017; CON Cost: \$85,600
- Granada Park Parking Lot Resurfacing & Pool Locker Room Floor Resurfacing – Whitney Floor Complex Resurfacing; Completed: May 2015; CON Cost: \$50,000
- Almansor Picnic Shelter Replacement; Completed: August 2015; CON Cost: \$55,000
- Almansor Gym HVAC & Granada Gym Flooring & Equipment; May 2015; CON Cost: \$250,000
- Alhambra Park ADA Pool Lift; Completed: November 2014; CON Cost: \$4,598
- ADA Improvements; Completed: April 2014; CON Cost: \$13,325
- Almansor Gym Flooring; Completed: April 2016; CON Cost: \$30,100

City of South Gate

- Commercial Façade Sanchez Medical Center; Completed: January 2022; CON Cost: \$46,000

- Commercial Façade South Gate Optometry; Completed: February 2022; CON Cost: \$46,000
- Commercial Façade Abel's Glass and Screen; Completed: June 2022; CON Cost: \$46,000
- Commercial Façade Mejia Income Tax & Beauty Salon; In Progress; CON Cost: \$46,000
- Seaborg House Relocation; Completed: April 2020; CON Cost: \$369,000
- Citywide Concrete Repairs Phase V & Walnut Street Parking Lot; Completed: October 2018; CON Cost: \$687,000

City of Hermosa Beach

- CDBG ADA Improvements; Completed: July 2019; CON Cost: \$161,100

San Gabriel River Water Committee

- Water Gate Improvement; Completed: January 2020; CON Cost: \$1,217,700

City of Culver City

- La Ballona SRTS; Completed: July 2022; CON Cost: \$2,811,100

City of Cudahy

- ATP Cycle 2; Completed: March 2023; CON Cost: \$536,820
- Clara and Cudahy Park Restroom Rehab; Completed: September 2020; CON Cost: \$288,556
- ATP Cycle 1; Completed: October 2017; CON Cost: \$1,003,933
- HSIP Cycle 6; Completed: July 2019; CON Cost: \$233,000
- Bedwell Hall Re-roofing Project; Completed: November 2014; CON Cost: \$151,980

City of Rialto

- Building 300; In Progress; CON Cost: \$1,305,825
- CDBG Curb, Gutter & Sidewalk Improvements; Completed: June 2023; CON Cost: \$129,435
- Protected Left Turn Signal HSIP Cycle 8; Completed: June 2022; CON Cost: \$710,906

City of Bell Gardens

- Garfield Ave Improvements; Completed: February 2022; CON Cost: \$706,170
- HSIP Cycle 8; Completed: December 2021; CON Cost: \$480,409
- Gage Ave Rehab; Completed: July 2020; CON Cost: \$257,000
- Citywide Safety Enhancement; Completed: November 2018; CON Cost: \$1,117,050
- Suva Street Rehab; Completed: September 2017; CON Cost: \$242,420
- Opticom Emergency Vehicle Preemption; Completed: July 2015; CON Cost: \$247,623

- Safe Routes to School Non-Infrastructure; Completed: February 2015; Cost: \$170,000
- Eastern Avenue; Completed: July 2008; CON Cost: \$2,000,000
- ARRA Phase II Street Improvements; Completed: December 2009; CON Cost: \$415,000
- ARRA Phase I Street Improvements; Completed: February 2010; CON Cost: \$714,000
- Federal Safe Routes to School; Completed: August 2012; CON Cost: \$321,000
- Foster Bridge; Completed: January 2013; CON Cost: \$163,000
- Florence Place; Completed: February 2015; CON Cost: \$190,954

City of Pico Rivera

- ADA City Hall; In Progress; CON Cost: \$596,900
- Senior Center ADA & Safety Improvements - Parking Lot; Completed: July 2023; CON Cost: \$322,807
- Senior Center Flooring Renovation; Completed: October 2020; CON Cost: \$92,500
- Durfee Avenue ADA Ramp Improvements; Completed February 2018; CON Cost: \$86,750
- Commercial Façade; Completed: March 2018; CON Cost: \$126,213
- Commercial Façade; Completed: May 2018; CON Cost: \$48,180
- Citywide Roadway Improvements; Completed: May 2016; CON Cost: \$269,213
- Commercial Façade; Completed: June 2014; CON Cost: \$108,322
- La Cocina Façade Rehab; Completed: August 2012; CON Cost: \$37,511
- Beverly Boulevard; Completed: November 2011; CON Cost: \$2,400,000

City of Huntington Park

- Pacific Blvd Lighting & Beautification; Completed: February 2019; CON Cost: \$871,707
- Splash Pad; Completed: September 2017; CON Cost: \$719,440
- Middleton SRTS; Completed: November 2017; CON Cost: \$369,740

City of Commerce

- Commerce Way Pavement; In Progress; CON Cost: \$784,540
- Traffic Interconnect System Upgrade; Completed: July 2022; CON Cost: \$1,257,818
- Washington/Yates; Completed: July 2018; CON Cost: \$719,220

City of South El Monte

- Santa Anita Traffic Signal Modifications; Completed: April 2023; CON Cost: \$799,782
- 2020 Residential Street Rehab; Completed: July 2022; CON Cost: \$614,000

- Peck and Rush Traffic Signal & Light Modification; Completed: May 2022; CON Cost: \$609,000
- Senior Center Restroom Renovation; Completed: December 2020; CON Cost: \$76,800

City of West Covina

- FY 2021-22 Residential Street Rehab; Completed: April 2023; CON Cost: \$1,867,200
- Friendship Park Improvements; Completed: December 2022; CON Cost: \$201,259
- Senior Center Restroom Renovation; Completed: July 2022; CON Cost: \$230,000

City of Monterey Park

- ATP Cycle 4 Monterey Park School and Crosswalk Safety Enhancement Project; In Progress; CON Cost: \$1,360,870
- HSIP Cycle 9 Garfield Avenue Traffic Signal Improvements Project; In Progress; CON Cost: \$428,028
- Traffic Signal Improvements HSIP Cycle 7; In Progress; CON Cost: \$1,133,550
- ADA Curb Ramps & Sidewalk Repairs; Completed: December 2018; CON Cost: \$269,450

City of Baldwin Park

- Ramona Blvd Phase I and II; Completed: 2011; CON Cost: \$2,450,000

City of Maywood

- Sidewalk Improvements Phase I; Completed: September 2006; CON Cost: \$177,000
- Sidewalk Improvements Phase II; Completed: 2007; CON Cost: \$365,000
- Slauson Avenue; Completed: September 2008; CON Cost: \$827,000

City of La Puente

- Local Street Resurfacing Project, Temple, Orange & Sunset; Completed: 2002; CON Cost: \$284,000
- Local Street Resurfacing Project, Sunset, Nelson and Unruh; Completed: November 2003; CON Cost: \$333,000
- Community Center ADA Improvements; Completed: September 2004; CON Cost: \$208,000
- Hacienda Reconstruction; Completed: September 2004; CON Cost: \$320,000
- City Hall Elevator; Completed: September 2005; CON Cost: \$223,000
- Safe Routes to School Sidewalk Improvements; Completed: October 2005; CON Cost: \$247,000
- Local Street Resurfacing Project, Puente & Nelson; Completed: 2007; CON Cost: \$305,000
- Senior Center; Completed: November 2008; CON Cost: \$91,587.00

- Local Street Resurfacing Project, Hacienda & Elliot; Completed: August 2008; CON Cost: \$224,000
- Sidewalk Improvements; Completed: September 2008; CON Cost: \$334,000
- Local Street Resurfacing Project, Hacienda & Elliot; Completed: April 2009; CON Cost: \$300,000
- Main Street; Completed: 2009; CON Cost: \$400,000
- Hacienda Blvd. Reconstruction; Completed: 2009; CON Cost: \$741,477.16
- Street Overlay; Completed: 2009; CON Cost: \$224,620
- Slurry Seal; Completed: March 2009; CON Cost: \$274,087.70
- Handicapped Ramps and Sidewalks Phase II; Completed: July 2009; CON Cost: \$341,043.00
- Valley Boulevard Improvement Project; Completed: 2010; CON Cost: \$317,832
- La Puente Park Sidewalk; Complete: 2009; CON Cost: \$123,066.10

Women's and Children Crisis Shelter

- Outreach Center Improvements; Completed: October 2008; CON Cost: \$66,000

SECTION 3. STAFF QUALIFICATIONS AND EXPERIENCE

To provide exceptional services to the City of Montebello, we have compiled a highly qualified and experienced team. Firm Principal, Lissette Montoya, will serve as the Program Director or key person whom the City will have day to day interaction with and who will have primary responsibility for this project. Ms. Montoya will oversee all assigned staff and ensure successful administration of program and document development. Our Program Director will be supported by our in-house Program Director-Ana Marie LeNoue, Program Manager-Melissa Aguilar, Program Manager-Megan LeNoue, Program Manager-Cindy Hernandez, Senior Program Coordinator-Norma Lopez, Senior Program Coordinator-Liza Lopez, Program Coordinator-Laura Santoyo, Program Coordinator-Ashley Sanchez, Program Coordinator-Adriana Robledo, Program Coordinator-Summer Mann, and Program Coordinator-David Sanchez.

AVANT-GARDE understands the importance of maintaining professionalism while delivering exceptional customer service to all parties involved, including administrators, city staff, residents, businesses, various agency representatives, and elected officials. The proposed Team has outstanding communication and work skills. Ms. Montoya and Ms. LeNoue have served as municipal employees prior to joining the firm. As such, AVANT-GARDE has a unique understanding and respect for the "City Hall culture" and have the ability to work in a team environment within a public atmosphere that is demanding and fast paced. Furthermore, AVANT-GARDE has had the pleasure of serving a variety of communities and multi-cultural environments with great success. To that note, Ms. Montoya, Ms. Aguilar, Ms. Hernandez, Ms. Lopez, Ms. Lopez, Ms. Santoyo, Ms. Sanchez, Ms. Robledo, and Mr. Sanchez are bilingual in English and Spanish. Our years of success is clearly dependent on our interpersonal skills and the ability to respectfully, clearly and concisely communicate both orally and in writing.

Utilizing the expertise of our team, AVANT-GARDE staff will assist as follows:

Lissette Montoya – Oversee the project, team, and all activities; provide direct contact with the City; coordinate with Finance to address timeliness issues; and manage the HOME program.

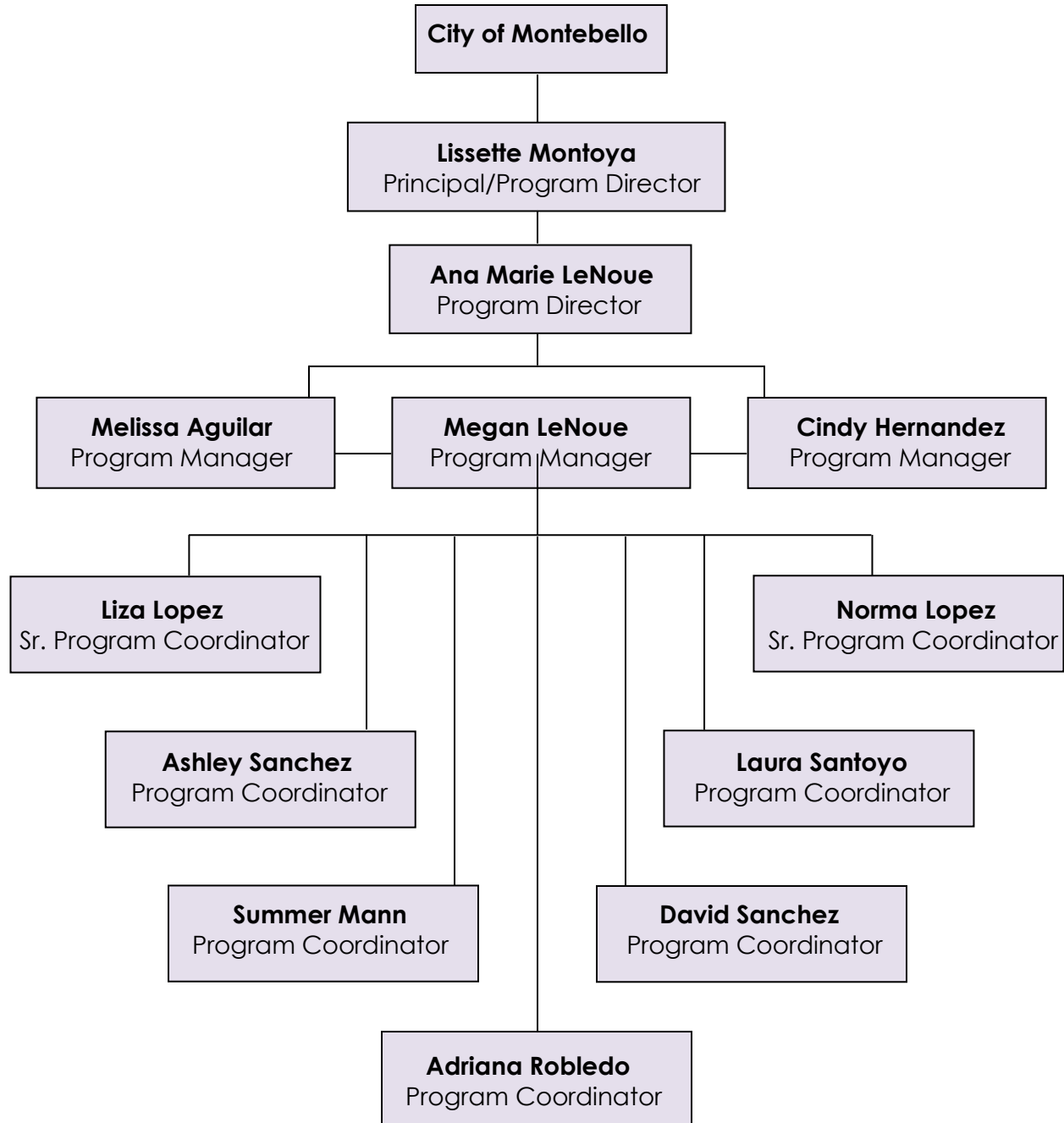
Ana Marie LeNoue – Assist in the oversight of the project, team, and all activities; provide fiscal management oversight; address CDBG findings and/or issues with any other related correspondence with CDBG; and manage the CDBG program.

Melissa Aguilar – Manage the CDBG and HOME program administration activities; assist with development of guidelines to ensure compliance; and manage reporting.

Megan LeNoue/Cindy Hernandez – Manage CHDO and HOME-ARP programs.

Program Coordinators and Assistants – Prepare documents and oversee expenditure collections; assist with the City's IDIS database including activity set-up, clearing flags, and updating accomplishments and beneficiary information; prepare environmental reports; review applications; verify eligibility and income qualifications; audit reports and reimbursements; conduct labor compliance; host workshops and community engagement; and coordinate field inspections, site visits, and housing rehabilitation activities.

ORGANIZATIONAL CHART



Years of Experience:

30+ years

Education:

B.S. Business
Management,
University of Phoenix

Ana Marie LeNoue

Principal / Program Director

Ms. LeNoue has over 30 years of experience in municipal services and has been with AVANT-GARDE since 2006. She is the President and CEO of AVANT-GARDE. Ms. LeNoue is capable of overseeing the rehabilitation loan program, identifying and implementing appropriate outreach efforts for the various elements of the program, and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned.

Ms. LeNoue established the company's foundation in municipal services based on her extensive program management experience that includes 17 years as a municipal employee managing various capital projects and programs. She presently directs the company's Community Outreach program and CDBG Sub-Recipient services. Ms. LeNoue is a versatile, dynamic, results-oriented leader with a strong track record of performance in high-paced and uniquely challenging organizations. She utilizes keen analysis, insights and team approach to drive organizational improvements and implementation of sound practices. Ms. LeNoue has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

RELEVANT EXPERIENCE

Currently a member of the CDBG Management Team responsible for the **Cities of Montebello, Lynwood, Pico Rivera, South Gate, El Monte, Rialto, Moreno Valley, and Bellflower** Public Services portion of the program inclusive of managing the sub-recipients, program marketing and facilitating presentations for various portions of their HUD programs including Housing Rehabilitation Program, Commercial Façade, updating policies and procedures, and providing coordination between HUD and City staff. Coordinates project activities for cities' CDBG programs. Monitors CDBG-funded projects, activities, and sub-recipients to ensure grant performance and compliance are met. Assisted the **City of Montebello** to reach HUD compliance by overcoming numerous findings received in previous program fiscal years. In 2020 she assisted **Montebello, Pico Rivera, South Gate, El Monte, Burbank, and Bellflower** with the development and adoption of Consolidated Plans, Analysis of Impediments, and CPPs. She has processed CDBG and CDBG-CV

Substantial Amendments, Annual Action Plans, and CAPERs which included all related community outreach and coordination with City staff and community stakeholders. She is currently assisting with the program implementation of CDBG-funded COVID response activities including City-run Business Assistance Grants, Emergency Rental and Utility Assistance, and Food Insecurity programs.

Lissette Montoya

Principal / Program Director

Years of Experience:

20+ years

Education:

Master of Business
Administration, California
State Polytechnic
University, Pomona

B.S. Business
Management,
California State
Polytechnic University,
Pomona

A.A. General Studies,
Mount San Antonio
College

Professional Affiliations:

National Women Political
Caucus – LA Metro
National Association of
Professional Women

Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of AVANT-GARDE. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$501.8 million in funding for government agencies.

RELEVANT EXPERIENCE

Ms. Montoya has worked with several municipalities under contract to assist with managing HUD and HCD funded programs: CDBG, CDBG-CV, HOME, ESG, ESG-CV and NSP programs. Ms. Montoya has experience in facilitating rental assistance programs, housing rehabilitation projects, and strategic planning to ensure that programs/projects are meeting National Objectives and implement in accordance with the regulations established by each program. She serves as project liaison with HUD/LACDC and has participated in audits with HUD and is well versed with the requirements set forth by HUD. This includes reviewing expenditure reports and commitment reports for programmed activities and administration of IDIS. She has prepared Action Plans, and CAPERs to meet the goal of the Consolidated Plan and assisted with the public hearing process for amendments. She has provided oversight for development of sub-recipient agreements as well as monitoring for Community Housing Development Organizations (CHDO)

qualifications and implementation of Capital Improvements programs including Section 3 monitoring and Davis Bacon Compliance. Relevant City Experience includes: Cudahy, Rialto, Pico Rivera, Lynwood, Bellflower, Moreno Valley, Montebello, El Monte, Temple City, Bell Gardens, La Mirada, Perris, South Gate, Bellflower, Palm Springs, Cathedral City, and Pasadena.

Melissa Aguilar

Program Manager

Years of Experience
10+ years

Education
MLIS Candidate,
San Jose State University,
CA

B.A. English,
Scripps College,
Claremont, CA

Ms. Melissa Aguilar has over 10 years of experience in Federal and local programs and has been with AVANT-GARDE since 2020. Ms. Aguilar has extensive experience in the non-profit sector with a focus on youth workforce development programs. Her duties have included program development, implementation, management, data validation, subrecipient management, staff management, and compliance. Ms. Aguilar's role in AVANT-GARDE includes project management related to Capital Improvement Projects (CIP), Community Development Block Grant (CDBG) and HOME funded housing rehabilitation programs. Ms. Aguilar's role in this program will include overall program management; monitoring of files, reports, and important dates; and assisting an as-needed support basis.

RELEVANT EXPERIENCE

City of Cudahy

Coordinates project activities for the City's CDBG and CDBG-CV programs. Monitors CDBG-funded projects, activities, and sub-recipients to ensure grant performance and compliance are met. Prepares and submits necessary reporting into the CDBG portal. Assists with the preparation of City and HUD-required reports for submission. Develop and implement City-ran Emergency Rental Assistance program, which includes creating program policies and procedures; creating trackers; program application and checklist; quality review of applications before submitting to be processed; regular staff check ins; and maintain compliance. On behalf of the City, implemented the Los Angeles County Rent Relief Program. Duties for Rent Relief included program oversight; assigning cases to case managers; quality review of applications for eligibility, errors, and consistency; lead team meetings to discuss progress, goals, updates, training, and expectations; data entry, coordination, and validation; and maintain overall compliance. As part of the program, helped facilitate over \$1.1 million in rental assistance payments.

City of South Gate

Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission. Monitors CDBG and CDBG-CV funded projects for program performance, budget, and compliance management. Led build out of programs such as rental assistance and building assistance, which included creating program documents like checklists and applications; subrecipient training, management, technical assistance, and compliance oversight.

City of El Monte

Provides support to CDBG projects, including setting up and providing oversight to a business assistance program and rental assistance program. Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission. Responsibilities for program assistance and oversight includes program development, which included creating program documents like checklists, application, and policies and procedures; training, management, technical assistance, and compliance.

City of Pico Rivera

Assists with the preparation of the Annual Action Plan, CAPER, ConPlan and other City and HUD-required reports for submission. Monitors CDBG and CDBG-CV funded projects for program performance, budget, and compliance. Assists with compliance oversight, subrecipient management, and technical assistance.

City of Lynwood

Assisted in tracking the progress of priority Capital Improvement Projects. Coordinated and prepared ad hoc committee meeting supporting documentation. Created and maintained tools to monitor project progress.

Youth Policy Institute

As an Assistant Director, was responsible for developing, implementing, managing, and executing seven federally-funded contracts. Was responsible for staff management, program development, and implementation. Created and implemented program policies and procedures, and maintained compliant participant files. Prepared quarterly performance reports, and prepared documents for all federal monitoring visits.

Years of Experience:

10+ years

Education:

B.A. in Anthropology,
Saint Mary's College of
California, Moraga, CA

Megan LeNoue

Program Manager

Ms. LeNoue has ten years of experience in administrative and municipal program services and contract administration. Her overall experience includes grant writing, project management and analysis, funding administration, labor compliance monitoring, and community outreach assistance. Ms. LeNoue has assisted in completing tasks related to both Community Development Block Grant (CDBG) and HOME funded housing programs.

RELEVANT EXPERIENCE

City of Montebello

Provided assistance in the preparation and administration of the CHDO program including reviewing organizations' documentation to determine CHDO eligibility. Coordinated processing of four HOME Loans and subordinate loans from City to first time homebuyers for the Colegrove project. Also coordinated processing of a resale loan for one property. Coordinated processing of three HOME loans from City to first time homebuyers for the Carob Way project. Qualified applicants through income calculation and mortgage affordability ratios. Administratively assisted with relocation payment processing, advertisement of available properties, agreement composition, and application eligibility. Prepared supporting documentation packages and coordinated with Finance department and HUD to process reimbursement drawdown requests through IDIS. Assisted with IDIS reporting by providing beneficiary data and reconciling all expenditures and dispersals for project close out. Maintains project files and assists in preparation for HUD site monitoring.

City of El Monte

Assisting with administration of funds for Homekey projects. Performed rental property monitoring at nine locations. Monitoring included tenant income certification and financial and administrative file review. Handled the coordination of relocation services between the City and a consultant for three City-owned rental properties. This included proper execution of agreements, processing relocation payments, and maintaining project files to provide consultant with all necessary documentation. Provided assistance in the preparation and administration of the CHDO program including reviewing organizations' documentation to determine CHDO eligibility.

Cities of Moreno Valley, Lynwood, South Gate and Bellflower

In accordance with the CHDO qualification criteria set by HUD, assisted in reviewing the documentation submitted by the CHDO to determine that it satisfactorily met the requirements. This includes coordination with the CHDO to collect pertinent documents and prepare City Council report and resolution for adoption. Performed rental property monitoring which included tenant income certification and financial and administrative file review. Coordinated processing of HOME Loans and subordinate loans from City to first time homebuyers. Qualified applicants through income calculation and mortgage affordability ratios.

Cindy Hernandez Program Manager

Years of Experience

7+ years

Education

B.S. Human Services
California State University,
Fullerton

Ms. Hernandez has over 7 years of extensive experience in program management and operations. She has excelled in overseeing multi-million dollar contracts, ensuring the successful execution of customer deliverables while maintaining compliance with Federal regulations, company policy, and contractual obligations. She has successfully administered contracts throughout their lifecycle, from initial negotiation to final execution. This includes drafting and reviewing contract terms and conditions, coordinating with accounting teams, and monitoring contract performance. She gained valuable experience in both the government and private sectors, having actively participated in the RFP and bid management process from both perspectives. This includes the creation and development of responses to RFPs in the private sector, as well as assisting municipalities to develop and outline comprehensive scopes of work, defining evaluation criteria, and coordinating proposal reviews.

RELEVANT EXPERIENCE

As a Program Manager with AVANT-GARDE, Ms. Hernandez supports municipalities with HOME and HOME-ARP funded programs. She has facilitated compliance management for HUD funded programs through the oversight of Community Housing Development Organizations (CHDO) certifications, monitoring of HOME funded rental projects, and development of agreements for subrecipients.

City of El Monte

Reviews affordability compliance and occupancy requirements for a new construction rental housing project through the monitoring of income initial determinations. Collaborates with cross functional teams to ensure compliance of Federal Regulations and City municipal codes in the development of predevelopment funding agreements.

City of Montebello

Ms. Hernandez has developed a CHDO Application to solicit qualified organizations that can be certified as a City CHDO. She has processed, reviewed, and managed application records in accordance with Federal regulations.

City of Moreno Valley

Assisted with the recertification of CHDOs including collecting pertinent documentation, review of submitted applications and proper record retention.

Norma Lopez

Senior Program Coordinator

Years of Experience:

4+ years

Education:

B.S. in Urban and Regional
Planning with Urban Design
Option - California State
Polytechnic University,
Pomona

Ms. Norma Lopez has four years of experience in Federal and local programs. Ms. Lopez has worked within the realm of City Planning and Economic and Community Development for the City of Ontario where her duties included conducting qualitative and quantitative research, analyzing and interpreting data and statistics, and preparing staff reports, and reviewing grant proposals.

As a Senior Program Coordinator, Ms. Lopez works in conjunction with the project managers of the company and serves as a liaison to provide support on various projects. Ms. Lopez assists by writing grant proposals, assisting in determining eligible projects, and providing advisement of program requirements. Ms. Lopez also assists in the successful administration of funding requirements and program management. Her responsibilities have included interfacing with Federal, State and Local Agencies to define, develop and manage project scopes, schedules, and cooperative agreements. Ms. Lopez is adept at researching information to assist in her determination of program compliance.

RELEVANT EXPERIENCE

Avant-Garde, Inc.

- Assists with the preparation of the Annual Action Plan and other reports for submission to HUD
- Reviews CDBG funded project bid specifications to ensure compliance with all applicable Labor Compliance and Federal regulations.
- Reviews and analyzes bid proposals for CDBG related projects
- Conducts monitoring for HOME funded rental projects.
- Monitors projects and activities of internal departments and sub-recipient agencies to ensure compliance with Federal regulations
- Assists in creating, implementing, and reviewing guidelines for local programs to ensure compliance with HUD and CDBG regulations.
- Prepares staff reports and presentations for projects and programs that require Council approval.
- Prepares Environmental and Historic Preservation clearances for CDBG and HOME funded projects under HUD Guidelines for multiple local agencies (HEROS experience.)
 - Currently providing support services in the City of Rialto, Palm Springs, Pico Rivera, Bellflower and South Gate.

City of Ontario

- Conducted Geographic Information System (G.I.S.) analysis and research for the Planning Department and Engineering Department, Mobility Division
- Applied the City's Planning Policy into practice from site visits, plan checks, to planning entitlements
- Processed applications such as zoning clearances and modification permits
- Provided information and assisted public constituents and other employees regarding development standards
- Coordinated and attended community outreach meetings

Liza Lopez

Senior Program Coordinator

Years of Experience:

6+ years

Education:

A.S. in Business

Administration, El Camino
Community College, CA

Ms. Lopez has over two years providing administrative support services. She has worked jointly with Project Managers of the company on project coordination and administration of programs. She is fluent in both English and Spanish for both written and verbal translation.

Before joining the Avant-Garde team, Ms. Lopez worked as a Director of Sales. She has over six years of experience in management and consulting. Since joining the team in 2021, she has worked on managing the CDBG Subrecipients and Emergency Assistance Programs.

RELEVANT EXPERIENCE

CDBG-CV & ARPA Emergency Mortgage, Rental, & Utility Assistance

Assists with the management and implementation of the CDBG-CV and ARPA Emergency Mortgage, Rental, & Utility Assistance Programs. Duties include case management, processing applications, budget tracking, and reporting. These services are currently being provided to the following agencies:

- **City of Bellflower**
- **City of Rialto**

CDBG Subrecipient Monitoring

Assists with the management of CDBG subrecipient participants. This includes the review of applications, conducting on-boarding workshops, performing verification of reimbursements, monitoring expenditures and schedules, and preparing and submitting quarterly reports. These services are currently being provided to the following agencies:

- **City of Rialto**
- **City of Moreno Valley**

Laura Santoyo Program Coordinator

Years of Experience:

13+ years

Education:

B.A. in Sociology and
Spanish, University of
California, Santa Barbara

Ms. Santoyo has thirteen years of experience in administrative and program services and has been with AVANT-GARDE since 2017. Her overall experience includes project management and coordination for CDBG and HOME programs.

Before joining the AVANT-GARDE team, Ms. Santoyo worked with the Oldtimers Foundation in coordinating the Nutrition Program. She was responsible for attending meetings and trainings, supervising quality control of the kitchens and their staff, procuring food and supplies, and inputting entries into the LA Get Care database.

Ms. Santoyo has assisted in completing tasks related to both CDBG and HOME funded housing rehabilitation programs. Her role on this project will include proper maintenance of the program files, site inspections, qualifying applicants, and assisting the Program Managers on an as needed support basis.

RELEVANT EXPERIENCE

City of Cudahy

Assists with the CDBG Housing Rehabilitation Grant Program in the City of Cudahy, by reaching out to potential applicants, income qualifying applicants, performing site inspections, preparing work write ups, drafting bid invitations, reviewing bids, and processing grant documents in accordance with program guidelines and procedures.

Assists with the Rent Relief Program in the City of Cudahy in collaboration with Los Angeles County. Reviews applications and verifies data from eligible applicants. Processes tenant and landlord applications, reviews and uploads documents into the Carelink County Program and submits documents to payment.

Cities of Montebello & South Gate

Assists with the HOME Housing Rehabilitation Loan Program in the Cities of Montebello and South Gate, by reaching out to potential applicants, income qualifying applicants, performing site inspections, preparing work write ups, drafting bid invitations, reviewing bids, and processing loan documents in accordance with program guidelines and procedures.

Cities of Bellflower, Montebello, Pico Rivera & South Gate

Assists with CDBG Subrecipient compliance and reviews in the Cities of Bellflower, Montebello, Pico Rivera and South Gate. Reviews Subrecipient applications and collects required documentation from

subrecipients according to HUD requirements. Reviews subrecipients Requests for Reimbursements and makes sure funding cities are provided required backup documentation to support requests on a quarterly basis. Maintains subrecipient files and conducts monitoring visits per HUD requirements. Organizes files and prepares them for HUD monitoring.

Ashley Sanchez Program Coordinator

Years of Experience:
8+ years

Trainings:
LCPtracker Labor
Compliance and
Workforce
Development

California LTAP Labor
Compliance

Center of Contract
Compliance

Ms. Sanchez has over eight years providing administrative support services. She has worked in conjunction with the Project Managers of the company and has served as liaison to provide support on various projects. Ms. Sanchez is fluent in both English and Spanish for both written and verbal translation. Her overall experience includes project management and coordination of CDBG programs and labor compliance monitoring.

Before joining the Avant-Garde team, Ms. Sanchez worked with Project Return Peer Support Network and Para Los Niños as a Human Resources Assistant for both Non-Profit organizations. She was responsible for providing administrative support by processing and updating employee records.

RELEVANT EXPERIENCE

Emergency Rental Assistance

Assist with the management and implementation of the Emergency Rental Assistance program. Duties include coordination with tenants and landlords, conduct income calculation and collect required paperwork in accordance with the program guidelines. Process landlord agreements and coordinate with City staff to issue payments directly to the landlords. These services are currently being provided to the following agencies:

- **City of El Monte**
- **City of Cudahy**
- **City of South Gate**
- **Los Angeles County Development Authority (LACDA)**

CDBG Subrecipient Monitoring

Assist with the management of CDBG subrecipient files and eligibility. This includes review of applications, preparation of agreements, review of quarterly reports, and verification of reimbursements submitted. In addition, support services have been provided to assist with time record keeping of the Graffiti Abatement and Code Enforcement Program These services have been provided to the following agencies:

- **City of Lynwood**
- **City of Montebello**
- **City of South Gate**

Labor Compliance Monitoring

Monitor contracts to ensure that all clients' actions adhere to either CDBG or the standard State and Federal wage regulation requirements and when applicable DBE or Section 3 requirements. Responsibilities include: conducting employee field interviews, auditing weekly payrolls, investigating violation findings, and preparing non-compliance notices to contractors.

- ***City of El Monte***
- ***City of Lynwood***
- ***City of Commerce***
- ***City of Alhambra***
- ***City of South Gate***
- ***City of Montebello***
- ***Metro***

Adriana Robledo

Program Coordinator

Years of Experience: 15+ years

Ms. Robledo has 15 years of experience in administrative and program services and is the newest member of the AVANT-GARDE team. Before joining AVANT-GARDE, Ms. Robledo worked with the Ontario Chamber of Commerce and Downtown Ontario Improvement Association developing public policy and business strategies. She has also worked as an independent contractor providing administrative support to various companies and boosting business awareness across challenging markets by organizing special events. Since joining as a Program Coordinator, Ms. Robledo assists the CDBG and housing rehabilitation team by qualifying applicants and maintaining program files.

RELEVANT EXPERIENCE

Housing Rehabilitation Experience

Assists with CDBG and HOME Housing Rehabilitation Grant and Loan Programs by reaching out to potential applicants; determining homeowners eligibility; meeting with applicants to review and sign necessary documents; performing site inspections, monitoring and evaluating construction and remodeling work; processing grant or loan documents in accordance with program guidelines and procedures; and establishing and maintaining project files to ensure documentation complies with HUD requirements.

- City of Rialto – CDBG funded
- City of Rosemead – CDBG funded

Commercial Façade Improvement Experience

Assists with CDBG Grant Programs by reaching out to potential applicants; determining business owners eligibility; meeting with applicants to review and sign necessary documents; performing site inspections, monitoring and evaluating construction and remodeling work; and establishing and maintaining project files to ensure documentation complies with HUD requirements and City's program guidelines and procedures.

- City of Lynwood – ARPA funded

Emergency Rental/Utilities Experience

Coordinate with the City for submittal of approved applications for payment processing.

Summer Mann Program Coordinator

Years of Experience: 5+ years

As a Program Coordinator, one of Ms. Mann's main responsibilities is providing labor compliance services. She has worked in conjunction with the project managers of the company and served as a liaison to provide support on various labor compliance projects.

Ms. Mann enforces labor compliances regulations by means of conducting on-site interviews of employees and calculations of prevailing wages appropriate for job classifications and duties in accordance with State or Federal labor laws. Ms. Mann also follows up with project contractors to ensure timely delivery of all required documents. Ms. Mann also monitors contracts to ensure that all applicable DBE and labor compliance requirements and mandates are adhered to, prepares correspondence, conducts desk audits of compliance documents and contractor submittals, prepares management reports, prepares non-compliance notices to effectuate contractor compliance and prepares close-out reports. In addition, she also assists in bid evaluations and participates at pre-bid and pre-construction conferences and/or meetings as needed to review contractor compliance obligations.

Ms. Mann has assisted in implementing rehabilitation loan programs and assured compliance with federal and local guidelines. Her duties have included monitoring and participating in the bid process; reviewing bids that are submitted for rehabilitation and new construction projects for compliance with application guidelines; managing rehabilitation projects and prevailing wage compliance; and negotiating construction contracts.

RELEVANT EXPERIENCE

City of Moreno Valley

Ms. Mann manages the City's Critical Home Repair and Mobile Home Repair Programs by monitoring the projects, managing files, and reviewing and approving reimbursement requests.

Los Angeles Metropolitan Transportation Authority (MTA):

- \$244M - Westside Purple Line Extension Project – Adv. Utility Relocation for Section 3
- \$431.77M - Division 20 Portal Widening Turnback
- \$1.9M - Pavement Replacement – Division 7

- \$3.2M - Immediate Remedial Measures for Division 5 Re-Roofing and Division 7
- \$3.2M - MBL & MGL Fire Alarm and Fire Suppression Systems Retrofit
- \$67.9M - MBL Track & System Refurbishment
- \$1.9M - Construction of Cesar Chavez Transit Pavilion

City of Alhambra

- \$1.8M CDBG – Almansor Park Improvement Project
- \$129k CDBG – Open Space Improvements
- \$276k CDBG – Almansor Park Field Lighting Project
- \$453k ADA Improvements project
- \$38K Emery Park Restroom Rehab
- \$34K Lindaraxa Park Pillar Reconstruction
- \$325K Street Improvements

City of Commerce

- \$719k Sidewalk & TS Improvement Project

City of Bell Gardens

- \$1.1M Citywide Safety Enhancement
- \$257K Gage Ave Rehab
- \$480K HSIP Cycle 8

City of Cudahy

- \$289k Clara And Cudahy Park Restroom Rehab
- \$233K HSIP Cycle 6

City of Hermosa Beach

- \$161K CDBG ADA Improvements

City of El Monte

- \$1.2M Downtown Public Parking Improvement Project
- \$800k Fletcher Dog Park

City of Huntington Park

- \$3.7M Pacific Blvd Improvements

City of La Mirada

- \$230k CDBG Funded Neff Park Historical Restoration

City of Lynwood

- \$277k Long Beach Blvd/I-105 Fwy Interchange Curb Improvement
- \$913k Lilita St & Eve Ave Storm Drain, Sewer, Street Improvements
- \$496k Yvonne Burke Playground Renovation
- \$689k Olive St, Lynwood Rd, McMillan St Improvements
- \$5.5M City Hall Annex
- \$3.6M Long Beach Blvd., Phase I
- \$3.1M Long Beach Blvd., Phase 2
- \$371K Bateman Hall Roof Replacement

- \$410k Street Improvement Project
- \$644k CDBG Funded Street and water main Improvement
- \$181K Fertile St Improvements
- \$1.1M Palm Ave Street and Water Improvements
- \$929K Virginia Ave Street Improvements
- \$919K Various Streets Pavement Rehab
- \$326K Parking Lot Improvements
- \$7.3M Go Green Energy & Solar Project
- \$618K Hulme Ave Street Improvements
- \$1.7M CDBG Street and Water Improvements
- \$795K City Hall Improvements
- \$2M ATP Community Linkage
- \$437K Bullis Road Street Improvements
- \$782K Capistrano Ave Improvements
- \$824K Emergency Generator Project
- \$829K Duncan Ave Improvements
- \$1.6M Louise Ave Improvements
- \$300K Palm Ave Improvements
- \$1.2M Birch Street and Water Main Upgrade
- \$1.7M Beechwood Street and Water Main Upgrade
- \$95K Sidewalk improvements
- \$108K Emergency Reservoir
- \$393K T-Ball Park
- \$115K Thorson Ave Water Line
- \$451K Citywide slurry Seal
- \$754K SCADA Upgrade

City of Montebello

- \$5.8M Montebello Blvd Bike Lane & Sidewalk Improvements
- \$1.8M Bus Shelter Improvement

City of South Gate

- \$369k CDBG – Seaborg House Relocation

San Gabriel River Water Committee

- \$1.2M Watergate Improvement Project

City of South El Monte

- \$609K Peck and Rush Traffic Signal and Light Modification
- \$77K Senior Center Restroom Renovation

City of West Covina

- \$230k Senior Center Restroom Renovation

City of Pico Rivera

- \$87k CDBG – Durfee Ave ADA Ramp Improvements
- \$108k CDBG Funded – Commercial Façade Phase II
- \$44k CDBG Funded – Commercial Façade Phase III
- \$92k CDBG Senior Center

David Sanchez

Program Coordinator

Years of Experience:

7+ years

Trainings/Certifications:

Rail Safety and
Wayside Worker –
METRO

California LTAP Labor
Compliance

As a Program Coordinator, Mr. Sanchez assists the CDBG and housing rehabilitation team by conducting property inspections and preparing work write ups as well as performing labor compliance activities such as conducting on-site interviews and various other job duties in accordance with State and Federal Labor Laws. Mr. Sanchez also follows up with project contractors to obtain all necessary documentation in a timely and complete manner. Mr. Sanchez has provided housing rehabilitation and labor compliance services on more than 20 projects.

RELEVANT EXPERIENCE

Housing Rehabilitation Experience

Assists with CDBG and HOME Housing Rehabilitation Grant and Loan Programs by reaching out to potential applicants; determining homeowners eligibility; meeting with applicants to review and sign necessary documents; performing site inspections, monitoring and evaluating construction and remodeling work; preparing work write ups and specifications, cost estimates, and change orders for rehabilitations work by contractors; drafting bid invitations, reviewing bids and establishing and maintaining project files to ensure documentation complies with HUD requirements and City's program guidelines and procedures.

- City of Montebello – HOME funded
- City of Cudahy – CDBG funded
- City of Rialto – CDBG funded
- City of Rosemead – CDBG funded
- City of El Monte – HOME and CDBG funded
- City of South Gate – HOME funded

Commercial Façade Improvement Experience

Assists with CDBG Grant Programs by reaching out to potential applicants; determining business owners eligibility; meeting with applicants to review and sign necessary documents; performing site inspections, monitoring and evaluating construction and remodeling work; preparing work write ups and specifications, cost estimates, and change orders for rehabilitations work by contractors; drafting bid invitations, reviewing bids and establishing and maintaining project files to ensure documentation complies with HUD requirements and City's program guidelines and procedures.

- City of South Gate – CDBG funded
- City of Lynwood – ARPA funded

Labor Compliance

Assist with coordination of on-site interviews with prime and subcontractors and perform other duties as assigned.

Los Angeles Metropolitan Transportation Authority (MTA):

- \$431.77M - Division 20 Portal Widening Turnback
- \$1.8M – Building 3 Emergency Generator Replacement

City of El Monte

- \$46K Budget Inn HVAC
- \$39K M Motel Mold
- \$1M Regional Bicycle Commuter Access
- \$43K Project Homekey Termite
- \$964k - Budget Inn Rehab Phase I
- \$289k – Budget Inn Roof Replacement
- \$4.2M – Ramona Blvd Street Resurfacing

City of Lynwood

- \$295K HSIP Cycle 5 MLK Blvd
- \$650K CDBG San Carlos, San Juan, San Vincent etc. Improvement
- \$496K Yvonne Burke Playground Renovation
- \$2.3M - Alberta Pavement Rehab
- \$676K - AMI Base Station Installation
- \$28K – Drywell Installation
- \$289K - Well 19 Rehab
- \$2.5M CDBG Agnes Ave
- \$496k Yvonne Burke Playground Renovation
- Alberta Pavement Rehab

City of South Gate

- Various CDBG funded commercial façade projects

City of South El Monte

- \$614k CDBG 2020 Residential Street Rehabilitation
- \$800k Santa Anita Traffic Signal Modification

City of Culver City

- \$2.8M – La Ballona SRTS

City of Commerce

- \$1.25M Traffic Interconnect System Upgrade

City of Monterey Park

- \$1.1M - Traffic Signal Improvements Project HSIP Cycle 7

City of Rialto

- \$710K HSIP Cycle 7 Protected Left Turn Signal
- \$1.3M CDBG Building 300
- \$129K CDBG Curb, Gutter and Sidewalk Improvement

City of Temple City

- \$2.4M Primrose Park

City of West Covina

- \$201K CDBG Friendship Park
- \$1.86M CDBG Residential Street Rehab

SECTION 4. APPROACH TO REQUESTED SERVICES

Our years of practice in providing the same services as outlined in the RFP in other cities has provided us the ability to customize program documents and forms to ensure the smooth operation of the CDBG and HOME programs.

The AVANT-GARDE principals have had the privilege of working together serving municipalities for over twenty years. During this time, our Team has worked closely with City staff in a variety of capacities providing State and Federal funding compliance services on housing projects and programs and public works capital projects including community outreach, assisting in the preparation of grant applications, assisting with the preparation of fiscal budgets, and assisting with HOME and CDBG administration. Our familiarity and experience with the municipal government establishes our solid working knowledge of the community, processes and institutions which make us uniquely qualified to assist the City and serve the community. Our Team has been extremely successful in helping cities effectively and efficiently run programs. We work diligently to identify the strengths and weaknesses in currently established programs.

Value added service

The most immediate value that we will add to the City of Montebello is the exponential extension of AVANT-GARDE staff. It is our preferred style to become an extension of the City by combining resources and providing the added ability to take on projects from beginning analysis and strategic planning through implementation. We can call upon the skills of the professionals in our organization to fill in where the City may not have available staff or expertise. While the City staff is engaged in day-to-day operations, our staff has the capacity to evaluate and manage development projects on behalf of the City. Additionally, we share our insights and professional expertise, as well as best practices which we have applied successfully, with staff in the manner of in-house training.

CDBG AND HOME ADMINISTRATION

COORDINATION WITH HUD

AVANT-GARDE will serve as the City's liaison with HUD. Avant-Garde will collect the necessary documents to submit to HUD for review and comment. The content and form of these documents will be evaluated pursuant to the regulations of HUD and achievement of the City of Montebello's goals and objectives. AVANT-GARDE is available to participate in HUD project and program monitoring reviews and participate in the Single Audit review of HOME and CDBG activities. Upon request, AVANT-GARDE will prepare agenda reports for City Council meetings relating to program activities as needed. As requested by City staff, AVANT-GARDE will attend Council Meetings and make presentations related to program activities.

FISCAL REPORTING

AVANT-GARDE is available to prepare and submit to HUD all required fiscal and programmatic reports and forms which includes collection of data for submission of quarterly grantee performance reports, Semi-Annual Labor Standards Enforcement reports and Contract and Subcontract Activity Reports as well as preparation and

submittal of all other required HUD submissions for the program year. We will also monitor project implementation, progress, and expenditures. We will also monitor project implementation, progress, and expenditures. AVANT-GARDE will review financial summaries to ensure conformity with project accomplishments. In addition, we will coordinate with the Finance Department and other departments as necessary to ensure that a process is set up for monitoring and tracking of all program expenditures.

PROGRAM MONITORING

AVANT-GARDE will ensure that funded projects meet Federal eligibility and meet HUD compliance requirements including meeting national objective, procurement procedures, reimbursement and participant eligibility. AVANT-GARDE will monitor and report program income. We will ensure that environmental procedures are followed for CDBG and/or HOME funded programs and/or projects. In addition, procurement procedures will be established and monitored for awarded project contracts funded with CDBG and/or HOME funds. This includes coordination with HUD and submission of required documents. AVANT-GARDE will comply with all HUD established guidelines and procedures.

PUBLIC SERVICES GRANT PROCESSING

AVANT-GARDE can assist the City in all activities related to public service grant processing. Activities can include the following:

- Review and evaluate funding applications by sub-recipients.
- Prepare reports and present recommendations to the Citizen's Advisory Committee.
- Prepare and administer public service grant contracts.
- Ensure that all City required documents are submitted prior to funding (i.e. executed contracts, purchase requisitions, City approved insurance, and expenditure back-up documentation.
- Monitor sub-recipients programmatic and fiscal performance.
- Provide technical assistance to sub-recipients to ensure that they follow established guidelines and procedures.

CHDO MANAGEMENT

AVANT-GARDE can assist the City in identifying qualified CHDOs and eligible projects by soliciting proposals through a Request for Qualifications (RFQ) process. In accordance with the CHDO qualification criteria set by HUD, AVANT-GARDE will assist in reviewing the documentation submitted by the prospective CHDOs to determine that all requirements are satisfied. This includes coordinating with the CHDO to collect pertinent documents, conducting a developer capacity assessment, and preparing City Council reports and resolutions for adoption. AVANT-GARDE will coordinate with CHDOs to finalize eligible affordable housing development projects, perform subsidy layering analysis, and review project costs or pro formas to determine project feasibility. Our firm will assist in drafting, processing, and coordinating execution of all agreements between the City and CHDO for project development, and between the City and future homebuyers for housing sales. When prospective homebuyers are established, AVANT-GARDE will conduct income

qualifications and perform mortgage affordability calculations to determine eligibility and compliance with HUD regulations and standards.

AVANT-GARDE has provided these CHDO management services to the Cities of **Montebello**, Bellflower, El Monte, and Moreno Valley. AVANT-GARDE reviewed proposals for CHDO qualification, developer capacity, and project feasibility for two organizations for the City of El Monte. We qualified Montebello Housing Development Corporation (MHDC) as a CHDO and performed a developer capacity assessment prior to commencing the Carob Way project – a four-unit affordable housing development in **Montebello**. AVANT-GARDE also income qualified the prospective homebuyers, assessed the affordability of their mortgages, and coordinated loan documents. We qualified and assessed Partnership Housing as a CHDO and developer, income qualified homebuyers, analyzed mortgage affordability, and prepared loan documents for the Colegrove project – a four-unit affordable housing development in **Montebello**. AVANT-GARDE has reviewed CHDO proposals and qualified various organizations for the City of Bellflower as well as assisted in the administration of Ramona Manor - a 6-unit affordable housing development. This included income qualifying all six homebuyers, analyzing mortgage affordability ratios, drafting loan documents, and coordinating their execution. We qualified Riverside Housing Development Corporation (RHDC) as a CHDO and assisted in administering the agreements for the Allies Place project – an acquisition and rehabilitation affordable rental housing project in Moreno Valley involving two separate 4-unit apartment buildings. AVANT-GARDE recently qualified and certified Mary Erickson Community Housing (MECH) as a CHDO and developer for Moreno Valley. MECH and the City are currently working to finalize a 7-unit affordable housing development on city-owned property. AVANT-GARDE is assisting with project management and will assist with subsidy layering analysis, review of project costs, income qualification of prospective homebuyers, mortgage affordability analysis, preparation of agreements and loan documents, and coordinating their execution.

HOME-ARP

HOME-ARP is a one-time allocation to be used for strategic local investments in housing, homelessness assistance, and supportive services implementation. Agencies are responsible for managing the day-to-day operations of HOME-ARP programs and should assess and expand capacity as needed to ensure effective program implementation. The City of Montebello has a HUD approved HOME-ARP plan and has set aside HOME-ARP funds for the Cesar Chavez Foundation affordable housing project.

Cesar Chavez Foundation is partnering with the City of Montebello to build affordable housing. The proposed project would demolish the six existing buildings to construct two mixed-use development buildings totaling 4,843 square feet in size. The proposed buildings would provide a total of approximately 81 housing units. Specifically, the proposed development would consist of affordable (30 to 60 percent Average Median Income [AMI]) and workforce (60 to 80 percent AMI) housing for families and survivors of domestic violence that have extremely low, very-low and low-income (30 to 80 percent AMI). The project site is within the General Commercial Planned Development District (C-2-PD) Zoning Designation which allows the development of large residential, commercial and industrial projects in such a manner to ensure that such proposed development is consistent with the elements of the general plan, and to assure that such development

will be compatible with surrounding existing and proposed land uses. The project site is within the HUD-CDBG Low/Med Block Group Administrative District. The City's vision for the project is to develop affordable housing with funding supported by HOME-ARP funds through the Department of Housing and Urban Development (HUD).

AVANT-GARDE is currently providing the City technical assistance for this development project. We also assisted with review of the HOME-ARP plan prepared by City staff prior to submittal to HUD. Our team has been a great support to City staff to ensure that the requirements are being followed. We are currently providing guidance to ensure that NEPA requirements are completed, and we are assisting with the SHPO clearance process. Our team has also conducted a preliminary underwriting review of the project. Our team will continue to assist the City with underwriting and due diligence tasks including:

- Assess project viability and long-term financial feasibility for the project.
- Determine funding gaps and confirm needed HOME-ARP investment.
- Complete subsidy layering underwriting and developer capacity assessment.
- Ensure NEPA is completed and assist with the preparation of a Request for Release of Funds if required.
- Assist city staff with the preparation of the HOME-ARP development and commitment agreement. This includes coordination with the City Attorney's office and preparation of staff reports as needed.
- Document Qualifying Population (QP) eligibility (at lease up) and income determinations (throughout tenancy) and conduct inspections when required.
- Complete HUD required reporting and assist with the preparation for audits.
- Provide ongoing support to city staff to ensure compliance during underwriting, due diligence and monitoring.

LABOR COMPLIANCE AND SECTION 3 MONITORING

AVANT-GARDE will provide the following services for construction projects that require Labor Compliance and Section 3 monitoring:

- Review of the Specifications to ensure HUD compliance.
- Review documents submitted by contractors following the bid opening.
- Attend the Pre-bid meeting and Pre-construction meeting.
- Set up and maintain Labor Standards Enforcement Files.
- Review contractors and subcontractors for Federal project eligibility through the state license board, DIR, and SAM.
- Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Compliance with Section 3.
- Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable Davis-Bacon Wage Decision.

- Reconcile Weekly Certified Payroll Reports (CPR) and Supporting Documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
- Identify violations and investigate complaints of underpayment to workers. Submit and file all required forms to appropriate parties. In the event any labor violations are reported and investigations confirm the violations, prepare investigative reports and backup. Violations will be reported and discussed with the City prior to reporting to the Department of Industrial Relations and any other agencies required by Federal or State Laws and Regulations.

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER)

AVANT-GARDE is available to provide general guidance with the development of the Consolidated Annual Performance and Evaluation Report (CAPER) which provides annual performance reporting on client outputs and outcomes that enables an assessment of grantee performance in achieving the housing stability outcome measure.

AVANT-GARDE's approach to plan preparation is largely based on HUD guidance. Recently HUD incorporated the Consolidated Plan and CAPER into IDIS OnLine so that all key elements of the grants management cycle are integrated into a single system. This is expected to ensure consistency among the goals described in the Consolidated Plan and Action Plan and the outcomes tracked in IDIS and reported in CAPER, making the Consolidated Plan a more useful management tool.

5-Year CONSOLIDATED PLAN, ASSESSMENT OF FAIR HOUSING, ANALYSIS OF IMPEDIMENTS, CITIZEN PARTICIPATION PLAN, and ANNUAL ACTION PLAN

In preparation for the 2025-2030 Consolidated Plan, assigned members of the AVANT-GARDE team propose to meet with City staff to review the goals and objectives of the City, review the HUD regulations within the context of the City's goals and objectives, discuss the general consensus of the most recently approved plans and the effectiveness of the programs implemented, and to confirm the timeline for the process of preparing the Plans. AVANT-GARDE will meet with staff as directed to review the tasks to be completed. The purpose is to ensure that the activities to be undertaken are consistent with the City's needs and the legislative requirements imposed by HUD.

AVANT-GARDE will develop a draft Consolidated Plan that includes five-year funding goals, priorities, strategies, proposed accomplishments, and performance measurements. The Plan will follow the HUD checklist, narrative requirements, and HUD guidelines, taking into consideration improved ways to present and display information using eCon Planning Suite, and addressing Federal requirements. Sections of this Plan include:

- **Executive Summary** - Consultant team members will meet on-site with City representatives to discuss the project, develop detailed schedules, and collect necessary information, including the City's existing consolidated plan, the local homeless Continuum of Care, the City's comprehensive plan, fair housing plan and other relevant information from other local agencies. City representatives will be asked to identify and provide any other relevant data or information to ensure that all community needs and conditions and resources are considered.

- **Citizen Participation Process** – AVANT-GARDE will conduct two (2) community meetings as well as conduct in-person and/or phone interviews of key stakeholders as identified by City staff. Additionally, the consultant team will develop an online survey for citizen and stakeholder feedback.
- **Housing Needs Assessment** - Develop an updated housing needs profile specifically for the City of Montebello. The consultant team will work with City representatives to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will combine this information along with the information gathered at the initial meeting, census data and other HUD resources - to develop a needs assessment for the City's review and approval.

The needs assessment will meet all of the requirements of 24 CFR Part 91 and will include an estimate of the housing needs within the City. The assessment will include the specification of such housing related needs, a discussion of specific housing problems, assessment of the specific needs of racial and ethnic groups, the extent of homelessness in the City, the characteristics and needs of low income people, existing facilities such as outreach and assessment, existence of emergency shelters and services, estimates of the number of people requiring supportive services, and a description of supportive housing needs and a description of the agencies that provide the supportive housing services.

- **Non-Housing Community Development Initiatives** - The consultant team will identify the City's priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services, and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This shall include but be limited to the following: public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult, or senior programs. This review shall also incorporate regional planning and economic development initiatives including but not limited to the following urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.
- **Demographic Data Collection** - The consultant team will work with City staff to develop a Community Profile, which will provide a general overview of Montebello. The present-day sketch will outline the City's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will give a brief overview the current population of the City, including its ethnic and socio-economic makeup, as well as the current state of its housing situation, and land use issues. The policy section will outline any current City, County, or state policies that might have an impact on affordable housing or the operation of housing agencies in the City.
- **Homeless Needs Assessment** - Consultants will assist City staff in providing a concise summary of the nature and extent of homelessness within the City, addressing separately the need for facilities and services for homeless persons and

homeless families with children, both sheltered and unsheltered, and homeless subpopulations. As part of the homeless needs assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This shall include, at a minimum, the local Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.

- **Market Analysis** - In cooperation with local stakeholders and representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, public hearings, census data, consultation with local lenders, realtors, and appraisers. Consultants will incorporate into this analysis an evaluation of the City's housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to the disabled.
- **Strategic Plan** - The consultant team will develop a strategic plan that addresses the needs identified in the approved needs assessment and any existing City policies. The strategic plan will be consistent with the minimum HUD requirements as outlined in CFR 24 Part 91 as well as with other guidance issued by HUD. The strategic plan will detail the City's housing, homeless, and non-housing priorities for the next five years. Specific objectives and strategies will be developed that address stated priority needs. City representatives will review and provide comments on the draft of the strategic plan, which the consultants will incorporate into the finalized version. The consultant team will obtain comments and direction on the draft Strategic Plan and discuss actions to implement the approved strategies.
- **Citizen Participation Plan** – Review the City's existing Citizen Participation Plan to provide recommendations, if any, for revisions to the Citizen Participation Plan and discuss necessary steps to amend the Citizen Participation Plan in accordance with 24 CFR 570.486(a)(6).
- **1st Year Annual Action Plan** – As part of the 2025-2030 Consolidated Plan process, the AVANT-GARDE team will develop the 1st Year Annual Action Plan that supports the objectives and strategies developed and outlined in the Draft Consolidated Plan. Specific benchmarks/performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.

Additional tasks AVANT-GARDE will complete include: Prepare information on low and moderate-income areas for consideration as program target locations. Assist City staff in preparing a Budget and Allocation Plan itemizing anticipated funding over the next five years uses of the funding and formula methodology to serve as the basis for the development of an Allocation Plan for all activities. Provide certifications to ensure compliance with all other Federal requirements. Coordinate with City staff to respond to all inquiries from HUD regarding the approved Consolidated Plan.

HOUSING REHABILITATION SERVICES

AVANT-GARDE is committed to providing the following technical assistance and administrative services for the City's housing rehabilitation program.

- Intake/Assessment of Eligibility:**

Make initial eligibility determination of applicants based on established City program eligibility criteria and HUD income guidelines and the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies.

- Property Inspection:** Perform site visits to ascertain that approved and contracted/applicable rehabilitation work is proceeding properly and satisfactorily, will authorize (with the homeowner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. The initial property inspection takes place following Consultant's determination of applicant and property eligibility to determine rehabilitation needs for the purpose of the funding recommendation, environmental review and whether or not hazardous materials testing will be necessary.

- Subsequent inspections take place during the construction phase to verify compliance with contract specifications in order to validate the release of funds from escrow to the contractor. Consultant and the owner will conduct the final inspection upon completion of all work items. Inspections will schedule during the rehabilitation process.

Homeowner Rehabilitation Program QUESTIONNAIRE

HOME OWNER(S) NAME: _____

PROPERTY ADDRESS: _____

HOME TELEPHONE: (____) _____ CELL PHONE: (____) _____

HOW MANY HOUSING UNITS ARE ON YOUR PROPERTY?

1 unit _ 2units _ 3units _ 4units _

DO YOU HAVE A HOME MORTGAGE? No _ Yes _

ARE YOUR PROPERTY TAXES PAID TO DATE? No _ Yes _

DO YOU HAVE HOME INSURANCE? No _ Yes _

DO YOU HAVE ANY LIENS OR EQUITY LINES OF CREDIT AGAINST YOUR PROPERTY?

No _ Yes _ - If yes, check below all those that apply:

1st Lien/Deed of Trust: Amount \$ _____; 2nd Lien/Deed of Trust: Amount \$ _____;

WHAT IS THE CURRENT BALANCE OWED TO MORTGAGE? \$ _____ OR _Paid-off

NUMBER OF PERSONS LIVING IN YOUR HOUSEHOLD? Adults _____ Children _____

TOTAL ANNUAL HOUSEHOLD INCOME: \$ _____

(Include income of all adults 18 years of age and over)

HOW MANY HOUSEHOLD MEMBERS, 18 YEARS OF AGE & OVER, ARE ATTENDING COLLEGE FULLTIME? _____

CERTIFICATION:

I certify by signing this questionnaire, that the information stated above is true and correct to the best of my knowledge. I realize that giving false information will result in disqualifying me from assistance of the Homeowner Rehabilitation Program. I understand that acceptance of this questionnaire by the City of _____ does not constitute acceptance to the program.

Signature of Homeowner: _____ Date: _____

Signature of Homeowner: _____ Date: _____

Property Owner:
Property Address:

CITY OF _____ HOUSING REHABILITATION AND PRESERVATION PROGRAM PROPERTY INSPECTION LOG

INSPECTOR NAME	DATE PERFORMED	ITEMS INSPECTED	NOTES/COMMENTS
1			
2			
3			
4			
5			
6			
7			
8			
9			

- **Environmental Documents:** It is assumed that all projects will be exempt. Our team will prepare the documents required for environmental compliance.
- **Work Write-Ups:** For each eligible unit to be assisted, Consultant will complete a detailed Work Description and Bid Proposal that details the rehabilitation work to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be signed and dated upon approval by the homeowner.
- **Solicitation and Selection of Contractors:** Assist approved homeowners in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units in accordance with the requirements of the CDBG/HOME programs. Consultant will review work orders/contracts/agreements that homeowners will sign in contracting with contractors, and Consultant will assist homeowners in ensuring the description of the work contained in any contracts/agreements/work orders with contractors is as accurate as possible.
- **Loan Underwriting:** Order Policy of Insurance of Record Title (PIRT) to determine the lien structure and how title is held, as well as property appraisals to determine the estimated post-rehabilitation value on units to be assisted with HOME funds. Consultant will also prepare Loan Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.
- **Loan Document Execution:**
Facilitate the execution of loan documents by the owner and City staff at City offices or at the unit to be assisted. In addition, Consultant shall prepare construction contract and escrow account control instructions; arrange for the City to fund the escrow account and submit Deed of Trust and Request for Notice to title company for recordation following the three (3) business day cancellation period.
- **Approval of Contractor Payments:** As rehabilitation progresses and as invoices are submitted by contractors, Consultant will verify that the expenses are reasonable and the work has been completed properly (including sign-off by the owner), and will submit to City the applicable form(s) executed by consultant and

PAYMENT REQUEST COVER SHEET		CITY OF Housing Rehabilitation and Preservation Program
Property Owner: _____		
Project Address: _____		
Construction Contract Amount: \$ _____		
Payment Request No. 1		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 2		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 3		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		
New Contract Balance: \$ _____		
Payment Request No. 4		
Invoice Amount: \$ _____		
5% Retention Amount: \$ _____		
Amount Paid: \$ _____		
Balance Remaining: \$ _____		
Change Order: \$ _____		

property owner indicating that the work has been completed and it is satisfactory. This will be City's verification of Consultant approval of contractor payment(s). Major tasks will require approval from the City before the Consultant can proceed with work prior to signing a contractor contract.

- **Coordinate with City Staff on invoices, general administrative issues:** Our staff will work closely with the City's program manager and the City's finance department to ensure that all project costs are tracked, paid and reimbursed.

- **Provide public information at the direction of the City:** Our Program Managers are well versed in ensuring that the community is aware of the programs available through the City. If the program needs to be promoted to engage participation, our team is ready to assist the City. We have developed and distributed program brochures, held community meetings, etc.

- **Provide the City with monthly status reports:** Monthly reports will be submitted to the City with an activity log. In addition, our monthly invoices will be broken down per property address to ensure that project delivery costs are kept for each project. This will help to ensure that the project delivery costs are tracked for each project and reimbursed by HUD.

- **Maintenance of Case Files and Other Records:** For each application, Consultant will assist in maintaining case files, including but not limited to application and documentation of eligibility, work write-ups, contractor selection criteria, copy of contract/agreement/work order between owner and contractor(s), documents on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders as applicable, and contractor invoices for payment (with owner-signed-off). Consultant will also maintain appropriate

City of

Date of Request: [\[Select Date\]](#)

Home Rehab Program

Anticipated Date of Homeowner Contract Execution: [\[Select Date\]](#)

Request for NEPA & CEQA Clearance

General Project Information	
1.	Applicant's Name(s)
2.	Property Address
3.	Assessor's Parcel Number (APN)
4.	Structure Type & Architectural Style
5.	Year Property Built
6.	Description of Project Scope
7.	Estimated Rehab Cost
Please attach the following documents with your request.	
8.	Property Photos (include full front & back photos of property) Photo Taken On:
9.	Property Title Report
10.	Property Appraisal Report

City of Housing Rehabilitation and Preservation Program

ACTIVE LOG

QUALIFICATION PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount Requested	IPI Date	Status
1								
2								
3								
Total:						\$0.00		
BID PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	Lead Test Requested	Status
1								
2								
3								
Total:						\$0.00		
CONSTRUCTION PHASE								
No.	Case No.	Name	Phone (323)	Street No.	Street Name	Loan Amount	NTP Issued	Status
1								
2								
3								
Total:						\$0.00		
COMPLETED PROJECTS								
No.	Case No.	Name	Phone (526)	Street No.	Street Name	Loan Amount	Start/Complete Date	Status
4								
5								

information on persons residing in the property, including a list or lists identifying persons in the home immediately before the rehabilitation, after rehabilitation completion, and those moving in during rehabilitation (per 24 CFR 570.606 and 24 CFR 92.353). Consultant will maintain these and other program and financial records in accordance with record keeping requirements as specified in the Agreement.

1. Program Methodology & Management

The success of projects often depends on the strength of the collaboration between the city staff and the consultant. To this end, we would initiate this program with a thorough review of the proposal and a discussion of how well it meets the stated goals and objectives of the City. Any gaps, omissions or additional requirements are determined and discussed for possible inclusion in the services to be provided. This initial review is followed by a detailed summary of the methodology, product deliverables and a timeline with benchmarks clearly identified. This document would be approved by the authorized City staff and then becomes the guiding document. Any changes to this original document and timeline are quickly reduced to writing and approved by both the client and our firm. The purpose is to ensure that we are always moving toward the common and agreed upon goal and that the progress is consistent with the needs of the City.

In order for the process and the program to proceed according to the needs of the City of Montebello, it is critical that certain exchanges and procedures occur between staff and consultant. We want to ensure that the staff is fully informed of all tasks undertaken and the results and findings we develop. We will be available and fully prepared to discuss the program and to collaborate when a change in course may be advisable. Most importantly, the City will receive services and product deliverables that are founded on good planning and economic development principles and in a format that is easy to use, apply and update as conditions may change.

In summary, our approach to program management is to agree on the goals and objectives to be achieved at the inception of the project. The process and product deliverables are reduced to writing so that both the City and our firm have a clear understanding of the project parameters and the method by which success is to be achieved. We prepare a timeline that is updated regularly to ensure that the project remains on track and/or that required extensions are known in advance and agreed upon by City staff. We maintain regular and consistent communication with scheduled meetings to update City staff on the status of the various project tasks and to share findings and results. These basic principles have served our firm well and significantly contributed to the success we have experienced with all of our past assignments.

Stakeholders and Community Outreach: AVANT-GARDE is committed to clear communication, inclusive of internal and external office coordination, coordination with assisting or collaborative consultants, and identified stakeholders. AVANT-GARDE can assist the City in developing communication messages and organizing and managing events and meetings intended to draw attention to the City's programs funded with CDBG and HOME funds.

2. Client Satisfaction

AVANT-GARDE requires that adequate quality assurance/quality control (QA/QC) be implemented on each project. The Project Director provides the leadership and guidance to obtain the end results for all services provided by the company. Generally, a project management plan is prepared. The project management plan defines specific project deliverables, implementation criteria, staff and resource loading, work task schedule with project milestones, and project responsibilities. The project management plan and the QA/QC plan are complimentary and are mutually incorporative. Daily contact by the Project Director with each on-going activity provides support and guidance, maintains focus and momentum, and monitors the quality of work. Regularly scheduled project staff meetings for reviewing and general work status, reviewing technical elements of the project, coordinating and interfacing of activities, reviewing costs, and discussing upcoming activities and responsibilities are all standard procedures of our quality assurance to each and every project.

AVANT-GARDE is committed to excellence and stands behind our reputation to provide only the highest level of products and services in an effort to enhance the quality of life for the communities we serve. Whether working on a specific project or a long-term program, our clients will always receive our blend of expertise to ensure every one of their goals are met.

3. City Provided Support

Ms. Montoya will serve as the point person. She is familiar with the City process and will aim to prepare concise communications with staff on an as needed basis. By utilizing staff with unique experience and expertise in HUD programming, AVANT-GARDE is well versed and able to problem solve the many anticipated issues. As an extension of the City team, our goal is to collaborate with staff and to do this we, the consultants, need an agreed upon project approach, timeline and list of product deliverables. This activity and the written results are critical to the process and the expected outcome of the program.

Regular Communication: The basic elements of this collaboration include regular and consistent communication with the City's staff. We ask that a regular meeting date and times will be established as a means to ensure that the program is proceeding according to plan and to advise staff of any recommended changes in direction and/or unexpected delays.

City Staff Review & Comment: The review and comment by City Staff, with respect to reports and/or other documents, is a critical element to the successful completion of each project and to maintaining the project timeline.

Data Sharing: We would request that City staff provide relevant reports, demographic data and any other information that would assist us in completing projects on behalf of the City. All data and information that may impact the various projects and/or tasks assigned are requested to understand where gaps may exist and where new data may need to be developed.

SECTION 5. PROJECT TIMELINE

CDBG and HOME Management	Task Schedule		
	Begin	Complete	Deliverable
Collect, audit, and monitor monthly/quarterly reports and reimbursement requests	10/2023 1/2024 4/2024 7/2024	Ongoing	Assist and ensure subrecipients submit timely reports. Submit reimbursement packages for payment processing
FY 24/25 Funding Application Process	Nov 2023	Early Dec 2023	Distribute and review schedule, prepare NOFA, applications available
Technical Assistance Workshop for FY 24/25, Applications Due	Mid Dec 2023	Early Jan 2024	Prepare Powerpoint and handouts, conduct workshop, accept and review applications
FY 24/25 Annual Action Plan	Feb 2024	Early April 2024	Review budget and requests with staff, prepare draft AAP, publish notice of public hearing, 30-day comment period, City Council adopts AAP
Semi Annual Labor Standards Enforcement Report Due		April 5	
FY 24/25 Annual Action Plan Due to HUD	May 2024	May 15	Upload adopted AAP, resolution into IDIS
FY 24/25 CDBG/HOME Set Up	June 2024	July 2024	Complete ERR's, execute agreements, set up activities in IDIS, set up files, onboard subs
FY 23/24 CAPER	Aug 2024	Sep 2024	Prepare Draft, publish notice, conduct public hearing, City Council adopt CAPER
FY 23/24 CAPER Due to HUD		Sep 2024	Upload adopted CAPER, resolution into IDIS

Collect, audit, and monitor monthly/quarterly reports and reimbursement requests	10/2024 1/2025 4/2025 7/2025	ongoing	Assist and ensure subrecipients submit timely reports. Submit reimbursement packages for payment processing
Conduct site visits/ subrecipient audits	Oct 2024	Nov 2024	Schedule visits, conduct monitoring visits, prepare reports for file
Semi Annual Labor Standards Enforcement Report Due		Oct 2024	
Initiate 2025-2030 Consolidated Plan, Fair Housing Assessment, and Citizen Participation Plan	Nov 2024	Jan 2025	Outreach activities, conduct surveys, interview stakeholders
FY 25/26 (Year 1) Funding Application Process	Nov 2023	Early Dec 2023	Distribute and review schedule, prepare NOFA, applications available
2025-2030 ConPlan, AI, CPP & FY 25/26 (Year 1) AAP	Feb 2025	April 2025	Collect Data, facilitate public hearings, prepare Draft documents for comment, publish notices, Council adoption
2025-2030 ConPlan, AI, CPP, FY 25/26 AAP Due to HUD		May 15	Upload adopted documents and resolution(s) into IDIS
FY 24/25 CAPER	Aug 2025	Sep 2025	Prepare Draft, publish notice, conduct public hearing, City Council adopts CAPER
FY 24/25 CAPER Due to HUD		Sep 2025	Upload adopted CAPER, resolution into IDIS

*This is an illustration of a typical schedule based on previous City activities; a refined schedule will be produced with detailed tasks after an initial kick-off meeting.

SECTION 6. REFERENCES

Below is a list of references that can be contacted. A description of responsibilities, work performed, and key personnel is provided in Section 2 – Prior Experience and Section 3 – Staff Qualifications and Experience.

Jim DellaLonga, Director of Economic Development

City of Bellflower, 16600 Civic Center Dr., Bellflower, CA 90706 (562) 804-1424 ext. 2224

Betty Donovanik, Director of Community Development

City of El Monte, 11333 Valley Blvd., El Monte, CA 91731, (626) 580-2056

Dena Held, Deputy Finance Director

City of Moreno Valley, 14177 Frederick Street, Moreno Valley, CA 92553 (951)413-3063

Meredith Elguira, Director of Community Development

City of South Gate, 8650 California Ave, South Gate, CA 90280 (323) 563-9500

Gabriel Linares, Director of Community Development

City of Lynwood, 11330 Bullis Road, Lynwood, CA 90262 (310)603-0220 ext. 605

SECTION 7. COST PROPOSAL

AVANT-GARDE is proposing a not-to-exceed fee amount of \$114,880 per fiscal year, inclusive of all program management and administrative support services. Our not-to-exceed fee for services relating to the ConPlan is an additional \$47,000.

City of Montebello - Cost Proposal										
Tasks	Program Director		Program Manager		Senior Program Coordinator		Program Coordinator		Sub-Total	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Cost
		\$ 140		\$ 120		\$ 100		\$ 90		
Administration of CDBG Program - includes loan reconciliation; guidance with IDIS, CAPER, Action Plan, semi-annual reporting, policy updates, compliance monitoring, HUD audits, and communications	50	\$ 7,000	12	\$ 1,440	500	\$ 50,000		\$ -	562	\$ 58,440.00
Administration of CDBG-CV Program - guidance with compliance monitoring of CV-funded programs, required HUD reporting, etc.	6	\$ 840		\$ -	50	\$ 5,000		\$ -	56	\$ 5,840.00
Davis-Bacon Monitoring - labor compliance for 3 infrastructure projects as identified in the Action Plan, including Section 3 monitoring	8	\$ 1,120	12	\$ 1,440	125	\$ 12,500		\$ -	145	\$ 15,060.00
Administration of HOME Program - qualification of CHDOs, technical assistance and management of HOME funded developments including layering analysis, developer capacity assessment, and loans	15	\$ 2,100	40	\$ 4,800		\$ -		\$ -	55	\$ 6,900.00
Administration of HOME ARP Program	72	\$ 10,080	100	\$ 12,000		\$ -		\$ -	172	\$ 22,080.00
Administration of Housing Rehab Program - based on 2 residential rehabs	4	\$ 560		\$ -	60	\$ 6,000		\$ -	64	\$ 6,560.00
Totals	155	\$ 21,700.00	164	\$ 19,680.00	735	\$ 73,500.00	0	\$ -	1054	\$ 114,880.00
								FY Subtotal		\$ 114,880.00
Preparation of Con Plan, AI and Action Plan - Fixed Fee not to exceed										\$ 47,000.00
								TOTAL		\$ 161,880.00
*Hours may be interchanged amongst staff based on the needs identified and availability of City funds										
*No additional costs will be billed to the City; such as travel, duplication of materials, binding, mailing etc.										

RFP 24 – 4
APPENDIX B - References

Project city/agency/other:	City of El Monte
Address:	11333 Valley Blvd El Monte, CA 91731
Phone number and email:	(626) 580-2056 - bdonavanik@elmonteca.gov
Contact person:	Betty Donovanik, Director of Community & Economic Development
Description of Contract (Please include contract value, award date, term of contract, and description of work):	\$50,000/year March 22, 2022 3-year term with option for additional 2 years Manage and administer HUD programs (CDBG/HOME/ESG) and HCD programs

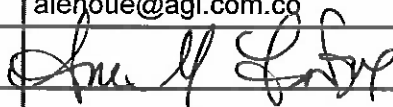
Project city/agency/other:	City of Bellflower
Address:	16600 Civic Center Dr, Bellflower, CA 90706
Phone number and email:	(562) 804-1424 - jdellalonga@bellflower.org
Contact person:	Jim DellaLonga, Director of Economic Development
Description of Contract (Please include contract value, award date, term of contract, and description of work):	\$65,000/year July 8, 2019 2-year term with option for additional 3 years Manage and administer HUD programs (CDBG/HOME)

Project city/agency/other:	City of South Gate
Address:	8650 California Ave, South Gate, CA 90280
Phone number and email:	(323) 563-9500 - melguira@sogate.org
Contact person:	Meredith Elguira, Director of Community Development
Description of Contract (Please include contract value, award date, term of contract, and description of work):	\$725,270 January 2, 2023 3-year term with an option for additional 2 years Manage and administer HUD programs (CDBG/HOME/ESG/NSP)

RFP 24 – 4
APPENDIX C
PROPOSAL CONTENT CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

Description		Proposer Initial
1	Cover Letter with Proposal	
2	List of Staff and Qualifications	
3	Outline showing tasks and time frames to meet yearly HUD deadlines for programs	
4	References (Appendix B)	
5	List of any pending or previous litigation over the past (5) years	
6	Cost Proposal (Task breakdown with hourly rate)	

Company Name:	Advanced Avant-Garde Corporation
Name of Proposer initialing document (print):	Ana Marie LeNoue
The email address of Company Contact:	alenoue@agi.com.co
Signature:	
Title:	President/CEO
Date:	September 28, 2023



ITEM # 18

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-04 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JANUARY 24, 2024**

RESOLUTION NO. 24-06

**A RESOLUTION OF THE CITY COUNCIL OF MONTEBELLO,
CALIFORNIA AFFIRMING SUPPORT FOR THE CONGRESSIONAL AND
WORLDWIDE CALLS FOR AN IMMEDIATE CEASEFIRE IN GAZA**

RECITALS

WHEREAS, the City of Montebello believes that all people regardless of race, color, national origin, sex, and religion should be able to live in dignity, freedom, and equality without fear of destruction; and

WHEREAS, the City of Montebello condemns the recent rise of Antisemitic, Islamophobic, racist, homophobic, and xenophobic attacks in our State and Region and across the nation; and

WHEREAS, the current assault on Gaza, in response to Hamas's attack on October 7, 2023, that killed 1,200 people and seized 253 people, has resulted in over 24,000 Palestinians killed by the State of Israel; and

WHEREAS, the City of Montebello recognizes that the current crisis takes place within a long history and affirms the root causes of the crisis needs to be addressed for a pathway to lasting peace and justice to be developed; and

WHEREAS, the Federal Government holds immense diplomatic power to save Israeli and Palestinian lives:

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

SECTION 1. The City of Montebello will identify and support local programs that combat Antisemitism, Islamophobia, racism, homophobic and xenophobic attacks; and

SECTION 2. The City of Montebello supports U.S. Congress Resolution H.R. 786 and joins other cities in calling on our congress members to demand: a permanent ceasefire; the release of all hostages and prisoners; the unrestricted entry of humanitarian assistance into Gaza; the restoration of food, water, electricity, and medical supplies to Gaza; the respect for international law; and

SECTION 3. That a copy of this Resolution be sent to the offices of Assemblymember Miguel Santiago, Senator Bob Archuleta, Governor Gavin Newson, U.S. Representative Linda Sanchez, U.S. Senator Laphonza Butler, U.S. Senator Alex Padilla, Secretary of State Antony Blinken, Secretary of Defense Lloyd Austin, and U.S. President Joe Biden urging them to take immediate action to use their position and influence to end violence.

RESOLUTION NO. 24-06

Page 2 of 2

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2024-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 24th day of January 2024 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

CITY OF MONTEBELLO FORECASTED AGENDA

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



City Council Forecasted Agenda Calendar - February

February 14th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - TBD	Presentation	Public Affairs	David S.
	Black History Month	Presentation	Public Affairs	David S.
	American Heart Month	Presentation	Public Affairs	David S.
	Montebello Prevention and Supportive Services for Unhoused and At-Risk Individuals Presentation	Presentation	Fire	Chief Pelaez/Angelica
	Adoption of User Fees for Golf Course	Regular Business	Parks & Rec	David S.
	Blais & Associates 1 Year Contract Extension	Consent	Fire	Chief Pelaez/Angelica
	Award a Professional Service Agreement for the Bus Stop Improvement Project (BSIP) Consulting Services Request for Proposal (RFP) No. 24- 7	Consent	Transit	Adriana K.
	Receive and File - First Mile Last Mile (FMLM) Final Report	Consent	Transit	Adriana K.
	Extension of Agreement 2937 Grant Rae Park Recycled Water Contract San Gabriel Valley Water Company	Consent	Public Works	Cesar R.
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.