CITY OF MONTEBELLO CITY COUNCIL AND SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA

WEDNESDAY, NOVEMBER 10, 2021 AT 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY

Kimberly A. Cobos-Cawthorne, Mayor/Chairperson
Angie M. Jimenez, Mayor Pro Tem/Vice Chairperson
David N. Torres, Councilmember/Board Member
Scarlet Peralta, Councilmember/Board Member
Salvador Melendez, Councilmember/Board Member

CITY MANAGER/EXECUTIVE DIRECTOR	CITY TREASURER/BOARD TREASURER	CITY/BOARD ATTORNEY
René Bobadilla	Rafael Gutierrez	Arnold M. Alvarez-Glasman

CITY CLERK/BOARD SECRETARY
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Brad Keller
Director of Finance	Michael Solorza
Director of Human Resources	Nicholas Razo
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	James Enriquez
Director of Recreation and Community Services	David Sosnowski
Acting Director of Transportation	Adrianna Kendricks

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council/Successor Agency meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council/Successor Agency. The City Council/Successor Agency and Staff will meet in person at the Council Chambers but **due to the increased transmission from the Delta Variant and to ensure the health and safety of the public, the Council Chambers will be available for limited attendance during the public comment period or public testimony period for public hearings of the City Council/Successor Agency meetings and all *real time* public participation, pursuant to Assembly Bill 361, will take place in person by attending the City Council/Successor Agency meeting at City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California and will continue to occur telephonically and/or in writing until further notice**. Consistent with the Executive Order, the City Council/Successor Agency meeting will continue to be live streamed and can be watched at: https://www.cityofmontebello.com/government/live-streaming.html, 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) 887-1363 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 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council/Successor Agency on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council/Successor Agency on any items listed on the Agenda and on items *not* listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council/Successor Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. For those interested in making public comments, you may address the City Council/Successor Agency in person *or* call in to the City Clerk's office as listed below until the day of the meeting **prior to the start of each Public Comments period**, **Wednesday, November 10, 2021.** In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes. **In person speakers will be addressed first, telephonic speakers will follow thereafter. *In person speakers* will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call on each speaker card in the order received. The public can also submit *speaker card requests telephonically* by calling at (323) 887-1216, Staff will complete the speaker cards and speakers will be called in the order received. Both in person speakers and speaker cards will be addressed during the "Public Comments" periods only.** City Council/Successor Agency meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the agenda. As a result, you must be available until the end of the public comments period. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, November 10, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be submitted to all members of the City Council/Successor Agency prior to the meeting and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/Successor Agency. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council until the after the meeting, with the exception of non-agenda written item comments.

AGENDA MATERIALS: The agenda/agenda packet are available for public inspection at City's website at: https://www.cityofmontebello.com/council-agendas.html. The agenda cover sheets may also be emailed upon request.

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council/Successor Agency on Closed Session Items. 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/Successor Agency 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.

CLOSED SESSION – 5:30 P.M.

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

1. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Government Code Section 54957
   Consultation with City Manager, Police Chief, City Attorney and other related City officials.

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Threat of litigation – one matter related to the CVRA; second matter (facts need not be disclosed pursuant to Government Code Section 54956.9(e)(1))

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9 (d)(1)
   a. G. Salazar vs. City of Montebello (Workers' Compensation Claim Number: ADJ10380397)
   b. NASA Services, Inc. vs. City of Montebello (Case No. 21STCP01969)

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE – SENATOR BOB ARCHULETA

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS

4. RECOGNITION OF CITIZEN OF THE MONTH – WALLACE TAKATA

5. RECOGNITION OF OFFICER DAVID PARK

6. RECOGNITION OF MONTEBELLO ROTARY

7. CHECK PRESENTATION FOR THE RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT – SENATOR BOB ARCHULETA, DISTRICT 32

8. RECOGNITION OF MCDONUTS

9. RECOGNITION OF MEN'S HEALTH AWARENESS

10. RECOGNITION OF ALZHEIMER DISEASE AWARENESS MONTH

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council/Successor Agency on both non-agenda *and* agenda items. 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/Successor Agency 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.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARINGS

11. ADOPT RESOLUTION NO. 21-91 APPROVING CASE NO. PC-2021-0002-PD-SPR-PMP – AN AMENDMENT TO THE PRECISE PLAN OF DEVELOPMENT FOR PLANNED DEVELOPMENT DISTRICT NO. 2-15 (PD 2-15) TO ALLOW A MIXED-USED AFFORDABLE HOUSING PROJECT AT 112-132 SOUTH 6TH STREET AND 501-525 EAST WHITTIER BOULEVARD

RECOMMENDATION: It is recommended that the City Council:

1) ADOPT attached Resolution No. 21-91 approving Case No. PC-2021-0002-PD-SPR-PMP, an amendment to the Precise Plan of Development for Planned Development District ("PD") No. PD 2-15, with conditions; and
2) DETERMINE and FIND that the foregoing actions will not include substantial changes and/or cause significant effects to the environment as described in Section 15162(a) of the CEQA Guidelines, nor result in any new or increase the significance of environmental impacts beyond those identified in the previously approved Mitigated Negative Declaration ("MND") (Case No. ENV No. 102-21-MND), and therefor ADOPT AND APPROVE the attached Addendum to the MND for the proposed project.

12. ADOPT RESOLUTION NO. 21-92 APPROVING VESTING TENTATIVE TRACT MAP (VTTM) NO. 82725 TO SUBDIVIDE LOTS 21, 61, 65 AND 68 ESTABLISHED BY VTTM NO. 70420 (COMMONLY REFERRED TO AS THE "A-MAP") AND FIND AND DETERMINE THAT VTTM NO. 82725 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15182(C) OF THE CEQA GUIDELINES AND GOVERNMENT CODE SECTION 65457

RECOMMENDATION: It is recommended that the City Council:

1) ADOPT the Resolution approving VTTM No. 82725; and
2) DETERMINE and FIND that this action is consistent with the previously certified Environmental Impact Report for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code Section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified, and California Public Resources Code Section 21083.3(a) and (b); and
3) Take such additional, related, action that may be desirable.

REGULAR BUSINESS

13. CONSIDERATION OF AN ASSIGNMENT AGREEMENT WITH CESAR CHAVEZ CORPORATION AND KU & ASSOCIATES, INC., PERTAINING TO THAT CERTAIN PURCHASE, SALE AND DEVELOPMENT AGREEMENT NO. 3935 FOR THE PROPERTIES LOCATED AT 112, 114, 116, AND 121 SOUTH 6TH STREET AND 132 SOUTH 6TH STREET, CITY OF MONTEBELLO

RECOMMENDATION: It is recommended that the City Council/Successor Agency:

1) Approves the application of Cesar Chavez Foundation ("CCF") for an Amended Precise Plan of Development at Agenda Item # 11, then staff recommends the City Council/Successor Agency also approve the attached Assignment Agreement with CCF and Ku & Associates, Inc. ("K&A"), giving CCF the right (subject to closing conditions) to purchase and develop the certain City-owned properties with a mixed-use affordable housing project: 112, 114, 116, and 121 South 6th Street and 132 South 6th Street, City of Montebello (the "City Properties").

14. AB 361 FINDINGS

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of

the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.
2) Take such additional, related, action that may be desirable.

15. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2444 AMENDING THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF CITY COUNCIL MEMBERS

RECOMMENDATION: It is recommended that the City Council:

1) Introduce and conduct the first reading of Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Council Members of the City of Montebello ("City"); and
2) Take such additional, related, action that may be desirable.

16. CONSIDERATION OF APPOINTMENT FOR A ONE (1) REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1) Discuss and appoint one (1) representative to the Greater Los Angeles County Vector Control District for a two-year term; and
2) Take such additional, related, action that may be desirable.

17. AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 3934 TO MARK THOMAS & COMPANY, INC. TO PREPARE THE SYSTEMIC SAFETY ANALYSIS REPORT (RFP. NO. 21-19)

RECOMMENDATION: It is recommended that the City Council:

1) Award a Professional Services Agreement No. 3934 to Mark Thomas & Company, Inc. to prepare the Systemic Safety Analysis Report (SSAR) for an amount not-to-exceed $249,776; and
2) Authorize the City Manager to execute the agreement on behalf of the City; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $25,000 in Measure R Funds (Account No. 220-99-7116) and $225,000 in Grants Funds (revenue, Account No. 265-99-4198.85, Grants, Miscellaneous Grants – SSAR Grant); and
4) Take such additional, related, action that may be desirable.

18. QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2021

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2021.

19. REVIEW AND APPROVE THE STATE AUDITOR REQUIRED CORRECTIVE ACTION PLAN, VERSION 1.0

RECOMMENDATION: It is recommended that the City Council:

1) Review the attached Corrective Action Plan, Version 1.0, as required to be developed by the State Auditor as the City's response to Report 2021-807; and
2) Approve the Corrective Action Plan, Version 1.0 and direct staff to submit the report to the State Auditor; and
3) Take such additional, related, action that may be desirable.

20. ADOPT RESOLUTION NO. 21-93 ESTABLISHING HOLIDAYS FOR EMPLOYEES IN THE CITY'S SERVICE FOR CALENDAR YEAR 2022

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Resolution no. 21-93 establishing ten (10) holidays for employees in the City's service for the next calendar year commencing January 1, 2022, to December 31, 2022, in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code; 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 Councilmember wishes to discuss 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.

21. ADOPT RESOLUTION NO. 21-89 APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FOR THE RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-89 approving the application for Specified Grant Funds in the amount of $935,000 from the State Department of Parks and Recreation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project; and
2) Take such additional, related, action that may be desirable.

22. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3803 WITH WEST & ASSOCIATES FOR THE BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT (PHASE 2) – CP NO. 882

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 3803 with West & Associates for the Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 2) – CP No. 882 for an additional amount not-to-exceed $46,700; and
2) Authorize the City Manager to execute Amendment No.1; and
3) Take such additional or alternative action that may be desirable.

23. APPROVE THE PURCHASE AND INSTALLATION OF FLOORING AT THE POLICE DEPARTMENT HEADQUARTERS THROUGH A CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1) Approve the purchase and installation of flooring for the Police Department Headquarters by Mohawk Commercial, Inc. in an amount not-to-exceed One Hundred Seventy Two Thousand Two Hundred and Sixty Dollars ($172,260); and
2) Authorize the City Manager to execute a Purchase Order on behalf of the City utilizing California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $172,260 in Account 100-99-929-7115-100.399.47 (General Fund, Taylor Ranch, Building Improvements, Police Department Building and Technology Project); and
4) Take such additional, related, action that may be desirable.

24. CONSIDERATION OF A "SOLE SOURCE" DETERMINATION IN ANTICIPATION OF AWARDING A DESIGN-BUILD CONTRACT FOR THE MONTEBELLO GOLF COURSE DRIVING RANGE PROJECT; ADOPT RESOLUTION NO. 21-94 MAKING CERTAIN FINDINGS RELATING THERETO

RECOMMENDATION: It is recommended that the City Council:

1) It is recommended that the City Council review this report and the attached legal opinion (Attachment B), and based on the information presented adopt the attached Resolution No. 21-94 (Attachment A) setting forth facts and findings justifying sole source contracting for the award of design-build contracts for the proposed Montebello Driving Range Project.

25. APPROVE THREE (3) AMENDMENTS TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS NO. 3676 (DA 14-19), 3678 (DA 16-19), AND 3680 (DA 18-19)

RECOMMENDATION: It is recommended that the City Council:

1) Approve, in substantially the form as presented, three (3) Amendments to Cannabis Business Development Agreements No. 3676 (DA 14-19), 3678 (DA 16-19), and 3680 (DA 18-19) (collectively referred to as the "Amendments") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2) Condition the approval of the three (3) Amendments on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than December 10, 2021, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and
3) Adopt findings contained herein exempting the three (3) Amendments from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

26. APPROVE ISSUANCE OF A BLANKET PURCHASE ORDER TO LIFE-ASSIST, INC. FOR PUBLIC SAFETY MEDICAL SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1) Approve issuing an annual blanket purchase order to Life-Assist, Inc. for public safety medical supplies in an initial amount that shall not exceed $90,000 annually through Fiscal Year 2025 - 26; and
2) Authorize the City Manager to approve up to an additional $25,000 in expenditures to Life-Assist, Inc. per fiscal year, for a maximum (potential) not-to-exceed amount of $115,000 annually; and
3) Take such additional, related, action that may be desirable.

27. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 3936 TO A AND A FLEET PAINTING INC., FOR VEHICLE BODY REPAIR AND PAINTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Award a Professional Services Agreement No. 3936 to A and A Fleet Painting Inc., for a three-year term with the option for renewal of up to two (2) additional, one-year terms, with the City of Montebello for the Vehicle Body Repair and Painting Services Request for Quote, No. 21-55; and
2) Authorize the City Manager, and/or his designee, to take action necessary to execute and finalize the agreement on behalf of the City of Montebello (City); and
3) Take such additional, related, action that may be desirable.

28. ADOPT RESOLUTION NO. 21-88 TO AUTHORIZE SUBMITTING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDS UNDER THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-88 to authorize submitting an application to the Federal Transit Administration (FTA) for funds under the Grants for Buses and Bus Facilities Program; and
2) Take such additional, related, action that may be desirable.

29. PAYMENT OF BILLS: RESOLUTION NO. 21-90 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED NOVEMBER 10, 2021

RECOMMENDATION: Adopt Resolution No. 21-90 approving the Warrant Register dated November 10, 2021.

30. AWARD OF TWO PROFESSIONAL SERVICES AGREEMENTS FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE DESIGN OF THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT (RFP. NO. 22-1) AND FOR PROGRAM MANAGEMENT SERVICES AGREEMENT NO. 3937

RECOMMENDATION: It is recommended that the City Council:

1) Award a Professional Services Agreement No. 3937 to Sportfive for Architectural & Engineering Services for the design of the Montebello Municipal Golf Course Renovation Project (RFP No. 22-1) in an amount not-to-exceed $1,238,290; and
2) Award Task Order No. 1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Program Management Services for a not-to-exceed-fee of $382,720; and
3) Authorize the City Manager to execute the agreements on behalf of the City; and
4) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $1,238,290 in Account No. 610-99-6040.80 (Golf Course, Engineering Services); and $382,720 in Account No. 610-99-6040.95 (Golf Course, Other Professional Services); and
5) Take such additional, related, action that may be desirable.

31. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 2202 WITH MCA CONSULTANTS FOR THE SOLID WASTE PROGRAM MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 2202 with MCA Consultants for solid waste program management services in the annual amount not-to-exceed $75,000 for a term expiring on June 30, 2024; and
2) Authorize the City Manager to execute the Amendment on behalf of the City; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $15,000 in Account No. 265-3000-2019-023-6040.10 (Grants, Used Oil Payment Program, FY 2019-20), OPP, Other Contract Services; and $15,000 in Account No. 265-3010-2018-065-6040.10 (Grants, CA Beverage Container Recycling, FY 2018-19), Recycling Program, Other Contract Services; and,
4) Take such additional, related, action that may be desirable.

AB 1234 TRAVEL REPORTS

Members of the City Council/Successor Agency 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 ORALS

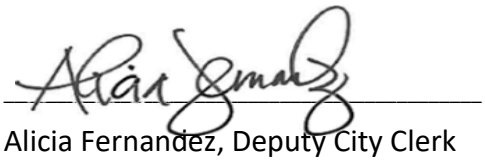
Council member announcements; requests for future agenda items; conference/meetings reports.

1. **Councilmember Melendez**
   a. Redistricting – Letter of Support
2. **Councilmember Peralta**
3. **Councilmember Torres**
   a. Financial Reports
   b. Vaccine Mandate
   c. Council Procedures
4. **Mayor Pro Tem Jimenez**
5. **Mayor Cobos-Cawthorne**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on December 8, 2021 at 5:30 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Sunday, November 7, 2021 5:30 p.m.



Alicia Fernandez, Deputy City Clerk

ITEM # 11

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **PUBLIC HEARING: Adopt Resolution No. 21-91 Approving Case No. PC-2021-0002-PD-SPR-PMP – an Amendment to the Precise Plan of Development for Planned Development District No. 2-15 (PD 2-15) to Allow a Mixed-Used Affordable Housing Project at 112-132 South 6th Street and 501-525 East Whittier Boulevard**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) ADOPT attached Resolution No. 21-91 approving Case No. PC-2021-0002-PD-SPR-PMP, an amendment to the Precise Plan of Development for Planned Development District ("PD") No. PD 2-15, with conditions; and

2) DETERMINE and FIND that the foregoing actions will not include substantial changes and/or cause significant effects to the environment as described in Section 15162(a) of the CEQA Guidelines, nor result in any new or increase the significance of environmental impacts beyond those identified in the previously approved Mitigated Negative Declaration ("MND") (Case No. ENV No. 102-21-MND), and therefor ADOPT AND APPROVE the attached Addendum to the MND for the proposed project.

FISCAL IMPACT

This action alone will not have any financial impact. However, if the City Council approves this item in addition to Item No. 13 (approving assignment of the right to purchase city-owned properties for inclusion in the Project), the proposed Project will result in the sale of City-owned properties (located at 112, 114, 116, and 132 South 6th Street) valued at approximately $3,545,000 to the Applicant (Cesar Chavez Foundation). Additional deal points regarding payment of the sale proceeds will be negotiated at future stages of the project. Subsequent City Council action will be necessary at these future stages, to include further discussion of the fiscal impact of this project.

The proposed development and change in ownership from the City to a private entity will also increase the property taxes generated from the Property as it will be returned to taxable status in an improved condition. Future City Council recommended actions will include estimates of property tax revenue from this project.

BACKGROUND

On October 19, 2021, the Planning Commission held a duly noticed public hearing to consider: 1) recommendation to the City Council of an amendment to the Precise Plan of Development for Planned Development District ("Amended PD") No. PD 2-15; and 2) approval of Site Plan Review ("SPR") and Parking Management Plan ("PMP") No. PC-2021-0002-PD-SPR-PMP, with conditions, to allow the construction of a mixed-use project including commercial and residential uses.

At that meeting, the Planning Commission voted 4-0-0 to adopt Resolution No. 14-21 recommending the City Council approve the Amended PD, and Resolution No. 15-21 approving SPR and PMP No.PC-2021-002-PD-SPR-PMP. The Planning Commission's approval of the SPR and PMP are final and not reviewable by the City Council, but their effectiveness is contingent upon on the City Council's approval of the Amended PD (which is the controlling land use approval).

The following provides a chronology of prior actions as they pertain to this project site:

- The project site was part of a Parking Assessment District that was designated along Whittier Boulevard in 1989 to alleviate current and future parking deficiencies in the City's downtown area.
- As part of this effort, the Community Redevelopment Agency of the City of Montebello ("Agency") acquired properties within the downtown area, including 112-114 South 6th Street, using Community Development Block Grant funds.
- The Agency partnered up with developers in years past in an effort to build affordable housing on City owned parcels which are part of the project site.
- These partnerships were unsuccessful and resulted in a series of law suits and the City having to repay funding to the US Department of Housing and Urban Development (HUD) that was used to assist with the proposed affordable housing development.
- In February 2016, the City and Successor Agency entered into a disposition and development agreement with KU & Associates, Inc. for KU's purchase of the properties owned by the City and Successor Agency for inclusion in a future mixed-used hotel project ("KU DDA").
- In June 2016, the City Council adopted Ordinance No. 2384 approving Zone Change (ZC 2-15) and Planned Development District No. 2-15 (PD 2-15) to allow development of a hotel, residential units, and retail and restaurant space at the

project site by KU & Associates, Inc.; and as contemplated in the KU DDA. The approved development consisted of:

- 6-story, 130-room hotel;
- 6-story, mixed-use building with 45 residential dwelling units and approximately 8,500 square feet of retail and restaurant space;
- 229 on-site parking spaces and approximately 90 existing or leased sites to support the proposed project; and
- An Initial Study/Mitigated Negative Declaration (IS/MND) was adopted in conjunction with City approval of the project entitlements.

- At the same time it approved the ZC and PD, the City Council approved a Mitigated Negative Declaration (ENV No. 102-21-MND) concluding that the proposed mixed-use project, with mitigation, would not result significant impacts to the environment.
- Though entitlements were approved for the proposed mixed-use project, other conditions to close escrow under the KU DDA failed to materialize and the project was never built; and escrow was never closed.
- The project site consists of eleven (11) separate lots. The ownership of the lots is divided among four (4) parties as follows:

PROPERTY OWNERSHIP INFORMATION

Address	APN	Owner Name
501, 503, 505, 509, 519, 525 Whittier Boulevard	6349-005-011, -012, -014, -015, & -037	Danny Ku (aka: Montebello Development One LLC, Montebello Development Two, Ying Sing LP)
513 Whittier Boulevard	6349-005-013	Vince Veneziano
112, 114, 124, 132 S. 6th Street	6349-005-900, -901, -902 & -903	City of Montebello
128 6th Street	6349-005-006	Cesar Chavez Foundation

- Cesar Chavez Foundation ("CCF" or the "Applicant") is requesting an amendment to the Precise Plan of Development for the previously approved Planned Development District (PD 2-15) that allows the mixed-use hotel, residential and commercial development at the project site.
- CCF closed escrow on the purchase of 128 6th Street from Danny Ku. They began the process of purchasing 503, 505, 509, 519, 525 Whittier Boulevard from Danny Ku.
- Additionally, CCF is finalizing negotiations with the City and KU for the right to acquire the City-owned properties under the KU DDA. Upon approval from the City Council, the KU DDA would be assigned from KU & Associates to CCF, and CCF would subsequently develop the aggregate project site in a manner consistent with the Application described below. The City Council shall render a final decision on the assignment of the KU DDA and the entitlement Applications.

ANALYSIS

CCF is proposing an Amendment to the Precise Plan of Development for Planned Development District (PD 2-15). The Amended Precise Plan of Development ("Amended PPD") would allow a mixed-use affordable housing development on the project site (as opposed to the hotel project currently entitled) to be completed in two (2) phases:

- Phase I would be located at 112-132 South 6th Street and consist of a three (3)- and four (4)-story building to include sixty-three (63) affordable residential units and related amenities to be built over one (1) level of subterranean parking; and

- Phase II would be located at 501-525 East Whittier Boulevard and include a mixed-use, four (4)-story building with sixty-nine (69) residential units (both market rate and affordable) and approximately 10,100 square feet of commercial space that is anticipated to include eating establishments and commercial/retail space to be built over one (1) level of subterranean parking.

The following aerial identifies the locations for each phase of the project:

Total number of proposed residential units is 132. An estimated 152 parking spaces would be provided for both structures. The project would require demolition of existing structures and facilities estimated to contain 27,256 square feet.

In Phase I of the project, sixty-two (62) of the sixty-three (63) units would be affordable housing for families and victims of domestic violence who are homeless, including

individuals earning between thirty percent (30%) to sixty percent (60%) of the area median income (AMI). One (1) of the sixty-three (63) units would be a manager's unit and may be affordable or market rate. In Phase II of the project, the units will be a combination of market-rate and affordable, with thirty-five percent (35%) of the units being affordable to individuals earning sixty percent (60%) AMI. Support services will be provided to low- to moderate-income families by CCF. Support services for victims of domestic violence will also be provided through a partnership with the Downtown Women's Center.

The Planning Commission and City Council have authority to review and take action on the proposed Amended PPD as follows:

- Pursuant to Section 17.38.010 of the Montebello Municipal Code (MMC), a planned development district ("PD") is master planning mechanism for the development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development.

- Section 17.38.060 of the MMC states that the uses and development of property within a PD zone must be in accordance with the underlying zoning classification, but strict adherence is not required if the range of uses and densities can be designed to be compatible both internally and with surrounding properties, and provided the proposal is consistent with the general plan, and so long as the development and use of the property is consistent with the precise plan of development approved by the City.

- Section 17.38.070(F) of the MMC authorizes the Planning Commission and City Council to allow exceptions to standard or baseline development standards in regions zoned for as planned development districts.

- Section 17.38.100 of the MMC states that an application for a precise plan of development shall not be approved unless the Planning Commission and City Council determines that the approval is consistent with the City's general plan, with any other applicable specific plan, as well as with the public safety and general welfare.

- Section 17.38.110(A) of the MMC authorizes the Planning Commission to conduct a public hearing on an application for a precise plan of development in compliance with the provisions of Section 17.78.050 of the MMC.

- Section 17.38.100(B) of the MMC stipulates that after making the necessary findings, the Planning Commission shall determine by resolution whether to recommend to the City Council the approval of a precise plan of development.

- Section 17.38.120 of the MMC requires the City Council to review the Planning Commission's recommendation for approval, or any appeal to the Planning Commission's denial, and make a final determination regarding whether the commission's action should be approved, modified, or disapproved.

- Section 17.38.150(B) of the MMC specifies that major changes to adopted plans may be approved by the Planning Commission and the City Council pursuant to the same procedures required for its adoption.

Based on the Planning Commission's recommendation to approve the proposed Amended PPD, the City Council will now consider approval of the Amended PPD. If the City Council approves the Amended PPD, the City Council will consider approving CCF's assumption of the KU DDA to allow CCF to purchase the City-owned properties discussed above.

PROJECT/APPLICANT INFORMATION

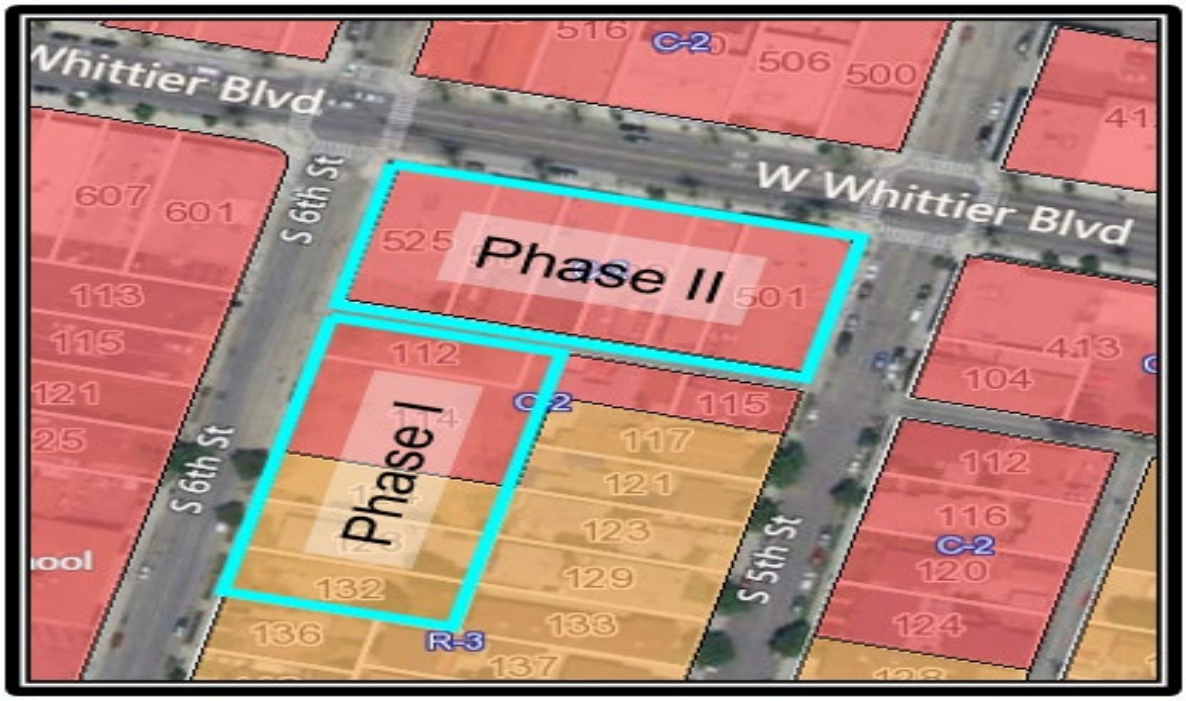
Project Location:	112-132 South 6th Street and 501-525 East Whittier Boulevard
Project Applicant:	Cesar Chavez Foundation ("CCF"), Steve Hernandez
Property Owner(s):	Danny Ku, City of Montebello, Vince Veneziano, and CCF
General Plan Designation:	General Commercial (GC) Medium-Density Residential (MDR)
Zoning:	C-2 (General Commercial) and R-3 (Multiple-Family Residential)
Existing Use on Property:	Existing commercial buildings along Whittier Boulevard and mostly vacant/undeveloped land except for a single-family residence along 6th Street.

PROJECT SITE

The project area consists of approximately 1.56 acres in size and is located along the southern portion of Whittier Boulevard between 5th and 6th Streets and along half of the eastern side of 6th Street between Whittier Boulevard and Los Angeles Avenue.

The following zoning map provides the zoning designations for the project site and surrounding properties:

Zoning Map



The project area is surrounded by commercially zoned properties to the north, east, and west, and residentially zoned properties to the south. The following table summarizes the zoning and land use designations for each property within the project site:

Zoning and General Plan

Address	APN	Zone	Land Use
501, 503 Whittier Boulevard	6349-005-037	C-2-PD	General Commercial
507 Whittier Boulevard	6349-005-015	C-2-PD	General Commercial
509 Whittier Boulevard	6349-005-014	C-2-PD	General Commercial
513, 515 Whittier Boulevard	6349-005-013	C-2-PD	General Commercial
517, 519 Whittier Boulevard	6349-005-012	C-2-PD	General Commercial
525 Whittier Boulevard	6349-005-011	C-2-PD	General Commercial
112 South 6th Street	6349-005-901	C-2-PD	Medium-Density Residential
114 South 6th Street	6349-005-900	C-2-PD	Medium-Density Residential
124 South 6th Street	6349-005-902	R-3-PD	Medium-Density Residential

Address	APN	Zone	Land Use
128 South 6th Street	6349-005-006	R-3-PD	Medium-Density Residential
132 South 6th Street	6349-005-903	R-3-PD	Medium-Density Residential

The following table lists the zoning and land use designations for the surrounding properties:

SURROUNDING ZONING AND LAND USE DESIGNATIONS

Direction	Zone	Land Use
North	C-2	General Commercial
South	C-2/R-3	Medium-Density Residential
East	C-2	General Commercial
West	C-2	General Commercial

DEVELOPMENT STANDARDS

In Phase I of the project, 98% of the residential units will be affordable to low- to moderate-income families and to victims of domestic violence. The manager's unit will be either affordable or market rate. Phase II of the project will include both affordable and market-rate residential units, in addition to commercial space.

Under the State's Density Bonus Law (California Government Code Section 65915), affordable housing projects are granted certain concessions and waivers from local development standards, parking reductions, higher densities, and taller buildings. A Density Bonus is a mechanism that allows developers to obtain favorable local development requirements in exchange for building affordable units. Based on State law, the City must offer incentives for developers to build affordable residential dwelling units. Density Bonuses allow for greater density than permitted in the underlying zone, as well as, concessions or incentives and waivers or reductions of development standards, which vary from the requirements of the MMC in order to achieve the affordable units.

Under the MMC, there are other mechanisms which allow for flexible development tools which are meant to encourage innovative and desirable developments which do not entirely fit within the parameters of our development standards. This project is utilizing the Planned Development District overlay and Parking Management Plan to achieve a project that is not entirely consistent with the development standards within the MMC, but is consistent with the goals of the City to revitalize its Downtown, provide affordable housing options, and create job opportunities for the community.

The following is a discussion of development standards as applied to the proposed development:

SUMMARY OF DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS	MMC REQUIREMENT	PROPOSED
Phase I & Phase II		
Minimum Lot Area (per PD requirements)	1 acre or 43,560 sf. for mixed uses	1.56 acres or 67,980 sf. (Phase 1: 34,560 sf.; Phase II: 33,420 sf.)
Maximum Density	PD overlay: 45 units	132 units (Phase I: 63 units; Phase II: 69 units)
Phase I		
Maximum Number of Bedrooms (per R-3 requirements)	34 bedrooms (1 bedroom per 1,000 sf. of lot area)	117 bedrooms (one-bedroom – 27; two-bedroom – 16; three-bedroom – 20)
Minimum Lot Width (per R-3 requirements)	50 ft.	212 ft.
Minimum Lot Depth (per R-3 requirements)	100 ft.	135 ft.
Maximum Coverage (per R-3 requirements)	60%	76%
Maximum Building Height/Stories	R-3: 25 ft. PD Overlay: 58 feet	52-feet, 6-inches
Minimum Parking	R-3: 147 spaces (2 enclosed spaces/unit + 1 visitor space/3 units) Density Bonus: 32 spaces (½ space/unit if located ½ mile from major transit stop)	66 spaces
Minimum Unit Size (per R-3 zone)	One-Bedroom: 700 sf. Two-Bedroom: 900 sf. Three-Bedroom: 1,100 sf.	1-Bedroom: 620-760 sf. 2-Bedroom: 720-900 sf. 3-Bedroom: 1,120-1,250 sf.
Minimum Rear Yard Setback (per R-3 zone; east)	10 ft.	14 ft.

Minimum Number of Trash Enclosures (per R-3 zone)	9 commercial containers (one commercial container/ 7 dwellings)	8 commercial containers
Minimum Utility Areas (per R-3 zone)	315 sf. (5 sf./ unit)	625 sf. (laundry room)
Minimum Accessory Storage Space (per R-3 zone)	6,300 cubic feet (100 cubic feet/unit)	6,300 cubic feet (each units has 100 cubic feet of storage)

The development standards in the above-referenced table include a summary of lot area and density requirements for the entire project. Please note that the following information only applies to Phase I. Phase II will be further analyzed as part of a future site plan review process.

The proposed Phase I project site spans across two zones, C-2 and R-3, and has a PD overlay for a previously approved project. When applying the development standards in each zone to the project, the more restrictive requirements are listed in the table referenced above except where the PD overlay has greater allowance. The development plan for Phase I does not meet the MMC requirements as they pertain to density, maximum number of bedrooms, maximum coverage, open space, parking, unit size, setbacks (front and sides), and trash enclosure area.

Based on existing Planned Development District overlay, forty-five (45) residential units were previously permitted on the project site. A total of 132 units are proposed for the entire project. The project exceeds the allowed density by eight-seven (87) units.

Open space, trash enclosures and landscaping will be provided throughout the project site, but are considered deficient based on MMC standards. The Applicant is also requesting an increase in density, lot coverage, and reduction in parking, unit sizes, and front and side yard setbacks.

The Applicant has requested relief from these standards through an amendment to the existing Planning Development District, which is a reasonably flexible development tool that provides exceptions to development standards such as, lot area, frontage and width, coverage, density, yards/setbacks, building heights, landscaping and parking, provided that such modified standards will result in a more desirable development that is consistent with the general plan. Furthermore, the concessions or incentives and waivers or reduction of development standards stipulated by the State Density Bonus Law – but not

directly applicable to the portions of the project site owned by the City – support the Applicant's project which will expand affordable housing options within the City.

The Applicant's plans show compliance with additional development standards such as utility areas, accessory storage space, landscaping within required setbacks, internal walkways, and dimensions for courtyards, among others. Conditions of approval have been included to require landscape and irrigation plans, photometric study, wall/fence plan, and screening of mechanical equipment, among others to ensure compliance with the MMC.

Circulation and Parking:

The proposed buildings will be situated to face Whittier Boulevard and 6th Street. One level of subterranean parking will be provided within each building and additional parking will be provided at the ground levels of the buildings. Vehicular ingress and egress to the parking garages will be provided off an existing alley which runs parallel to Whittier Boulevard. The Fire Access and Fire Hydrant Plan further indicates a 26-foot-wide fire lane will be provided within the public alley and partially within the project site to ensure adequate access for fire personnel. A 5-foot, 5-inch by 100-foot public right-of-way dedication is shown to meet Fire Department requirements. Pedestrian access into the proposed development will be provided through multiple points along Whittier Boulevard and 6th Street.

The Applicant is proposing sixty-six (66) assigned parking spaces, including eleven (11) tandem stalls. While deficient based on MMC parking standards, the proposal exceeds the number of parking spaces that would be required under the Density Bonus Law by thirty-four (34) spaces. Further, a public bus stop is located directly in front of the project site and on the opposite corner across the street from the project site to provide adequate access to public transit by future residents. Further, as part of the conditions of approval, the Applicant will be required to furnish a parking management plan for all assigned parking spaces, which will contain all notices, rules, assignments and regulations regarding tenant parking of vehicles within the project. Given the proximity to public transit and the provision of parking spaces in excess of the State's minimum requirements, Staff can support the lower requirement of parking.

The Applicant has also submitted an Addendum to an Initial Study/Mitigated Negative Declaration that was prepared for the previously approved project. Based on the results of the analysis contained in this document, which draws conclusions from a trip generation assessment that was prepared for the project, the proposed development can be implemented without significantly impacting the surrounding circulation system. Further, a condition of approval has been included to require that any mitigation measures identified in the traffic impact study will be satisfied prior to the issuance of a certificate of occupancy for the proposed Phase I project. The Applicant has agreed to this condition.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was approved by the City Council on June 22, 2016, finding that the project will not have a significant effect on the environment. Pursuant to CEQA Guidelines Section 15162(b), an addendum to an adopted negative declaration should be prepared where none of the conditions described in CEQA Guidelines Section 15162(a) apply which would otherwise call for preparation of a subsequent environmental impact report. The proposed Amended Precise Plan of Development does not call for substantial changes and/or significant effects described in Section 15162(a), therefore, only an addendum to the previously approved Mitigated Negative Declaration has been prepared for consideration under this project; and the Addendum concludes that approving the project would not result in any new or increased significant impacts on the environment.

SUMMARY

Based on the information provided by the Applicant, public purposes advanced by the State Density Bonus Law, and flexible development standards applicable to the Planned Development District, staff supports the proposed Amended PPD which will allow the development of affordable housing within the City. Staff further believes that although the project is deficient in certain development standards, the proposed development is attractive and will provide a high-quality mixed-use residential development project that will be beneficial to the community by providing significant improvements to the City's downtown corridor, economic growth, and affordable housing needs.

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On October 28, 2021, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

- On October 28, 2021, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the subject property and posted on City bulletins and City webpage.

ATTACHMENT (S):

A. Attachment A – Resolution 21-91 approving Case No. PC-2021-0002-PD-SPR-PMP, an amendment to a Precise Plan of Development for PD 2-15
B. Attachment B – Conceptual Plans for the Project (dated October 19, 2021)
C. Attachment C – CEQA Addendum to the Previously Approved Mitigated Negative Declaration (ENV-102-21-MND) per State CEQA Guidelines Section § 15162(a)

ATTACHMENT A

RESOLUTION NO. 21-91

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AN AMENDMENT TO THE PRECISE PLAN OF DEVELOPMENT FOR PLANNED DEVELOPMENT DISTRICT ("PD") NO. PD 2-15 AND ADOPTING AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION (CASE NO. ENV-102-21-MND) IN CONNECTION THEREWITH PURSUANT TO SECTION 15162(a) OF THE CEQA GUIDELINES

RECITALS

WHEREAS, the City of Montebello ("City") received an application from Steve Hernandez, on behalf of Cesar Chavez Foundation ("Applicant") for an Amendment to the Precise Plan of Development ("Amended Precise Plan") for Planned Development District ("PD") No. 2-15 and an associated Addendum to Mitigated Negative Declaration (ENV No. 102-21-MND) to allow the construction, use, and maintenance of a mixed-use retail and affordable housing development ("Project") consisting of two (2) phases: the first located at 112-132 South 6th Street, City of Montebello, consisting of a three (3)-and four (4)-story residential building with approximately sixty-three (63) affordable housing units offering one to three-bedrooms, together with parking and related amenities; and the second phase located at 501-525 East Whittier Boulevard, City of Montebello, consisting of a mixed-use development with a (4)-story building with approximately sixty-nine (69) residential units (35% of which will be affordable housing units), approximately 10,100 square feet of commercial/retail uses, and related parking ("Application" or "Project"); and

WHEREAS, if approved by the City, the Project would replace the current Precise Plan of Development for Planned Development District ("PD") No. 2-15, approved by the City in June 22, 2016, which contemplates development of a mixed-use hotel, retail and residential project on the project site ("Original Project"); and

WHEREAS, in addition to the Application, Applicant has submitted an application for a Site Plan Review and Parking Management Plan (Case No. "PC-2021-0002-PD-SPR-PMP") relating to the Project pursuant to Montebello Municipal Code ("MMC") Chapter 17.74; and

WHEREAS, pursuant to Section 17.38.010 of the MMC, a PD is master planning mechanism for the orderly development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development; and

WHEREAS, Section 17.38.060 of the MMC states that the uses and development of property within a PD zone must be in accordance with the underlying zoning classification, but strict adherence to such standards is not required if the range of uses and densities may be designed in a manner that is compatible both internally and with surrounding properties, and provided the proposed development is consistent with the Montebello General Plan, and so long as the development and use of the property is

consistent with the precise plan of development for the project site approved by the City; and

WHEREAS, Section 17.38.070(F) of the MMC authorizes the Planning Commission and City Council to allow exceptions to standards or baseline development requirements in PD's; and

WHEREAS, Section 17.38.100 of the MMC states that an application for a precise plan of development authorizing construction in a PD shall not be approved unless the Planning Commission and City Council determines that the proposed plan of development is consistent with the Montebello General Plan, any applicable specific plan, and the public safety and general welfare; and

WHEREAS, Section 17.38.110(A) of the MMC authorizes the Planning Commission to conduct a public hearing on an application for a precise plan of development in compliance with the provisions of Section 17.78.050 of the MMC; and

WHEREAS, Section 17.38.100 (B) of the MMC stipulates that after making the necessary findings, the Planning Commission shall determine by resolution whether to recommend that the City Council approve an application for a precise plan of development; and

WHEREAS, Section 17.38.120 of the MMC requires the City Council to review the Planning Commission's recommendation for approval, or any appeal of a the Planning Commission's denial, and make a final determination regarding whether the Commission's determination on the precise plan of development should be upheld, modified, or disapproved, and ultimately whether the Application should be approved or denied; and

WHEREAS, Section 17.38.150(B) of the MMC specifies that major changes to adopted precise plans of development may be approved by the Planning Commission and the City Council pursuant to the same procedures required for a plan's adoption; and

WHEREAS, the Application is a discretionary action of the City and a "project" within the meaning of the California Environmental Quality Act (CEQA"), and the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, consistent with the requirements of CEQA, a Mitigated Negative Declaration was approved by the City Council on June 22, 2016 ("MND"), finding that the Original Project would not have a significant effect on the environment subject to compliance with the mitigation measures specified therein, and the City has conducted an analysis of the environmental impacts of the Project and concluded that the proposed Project does not include substantial changes that require major revisions to the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; no substantial changes have occurred with respect to the circumstances under which the Project is proposed to be undertaken that require major revisions due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified

significant effects; there is no new information of substantial importance showing the proposed Project will have a significant environmental impact that is more severe or new when compared to the MND's evaluation of the Original Project; and no mitigation measures identified in the MND are rendered infeasible or considerably different by the proposed Project; and therefore, analyzing and disclosing the potential environmental impacts of the Project by way of an addendum to the previously prepared MND is appropriate pursuant to Section 15162 of the CEQA Guideline;

WHEREAS, an addendum to the MND has been prepared and circulated by the City and for public review in accordance with the requirements of Section 15662 of the CEQA Guidelines, and has been submitted to the Planning Commission in connection with its consideration of the Application ("Addendum"); and

WHEREAS, a duly noticed public hearing was held on October 19, 2021, at which time, the Planning Commission received and approved Site Plan Review and Parking Management Plan (Case No. "PC-2021-0002-PD-SPR-PMP"), and recommended City Council approval of the Amended Precise Plan for PD 2-15 and Addendum, with a 4-0-0 vote; and

WHEREAS, a duly noticed public hearing has been held, and the City Council has received and considered the Application, Addendum, the staff presentations, recommendations from the Planning Commission, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. Based upon the Application, Addendum, staff presentations, recommendations of the Planning Commission, public testimony, and all other substantial evidence presented to the City Council at the hearing, the City Council finds and declares that the foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS. Based on the substantial evidence presented to and considered by the City Council at the public hearing on the Application, the City Council makes the following findings pursuant to Section 17.38.110 of the Montebello Municipal Code:

1. Is in compliance with the provisions of MMC Chapter 17.38;

   This project is utilizing the Planned Development District overlay and Parking Management Plan to achieve a project that is not entirely consistent with the development standards within the MMC, but is consistent with the goals of the City to revitalize its Downtown, provide affordable housing options, and create job opportunities for the community.

2. Is consistent with the subdivision regulations, with the general intent of the zoning regulations, with the general plan, and with any applicable specific plan;

The Application and proposed Project are consistent with the Montebello General Plan and applicable specific plan(s), as well as, the general intent of zoning regulations in the underlying zoning district as follows:

Goal #1: To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.

The project site has zoning designations of C-2-PD (General Commercial zone with a PD overlay) and R-3-PD (Multiple-Family Residential zone with PD overlay) and land use designations of General Commercial and Medium-Density Residential, which permit a mixed-use development. The surrounding uses include commercially and residentially zoned properties. The amendment to the Precise Plan of Development approved as part of PD 2-15 remains consistent with the surrounding land uses in that the mixed-use project will provide both residential and commercial uses which allow for the orderly arrangement of land uses.

Residential Policy #1: Residential development should aim for the density standards outlined in the Housing Element of the General Plan.

The proposed mixed-use development will provide affordable housing opportunities in the City by providing housing at appropriate density ranges suitable for the area and provide a range of housing types for a variety of income levels within close proximity to City's Downtown area. Additionally, the proposed mixed-use development will help bring the City closer towards meeting its Regional Housing Needs Assessment (RHNA) of 5,186 units for the 6th RHNA cycle, of which 2,798 residential units must be for very-low, low- and moderate-income households.

Residential Policy #2: Residential development of varying densities and housing types should be compatible among themselves and with adjacent commercial and industrial development.

The proposed development provides a diverse choice of residential units, ranging from one-bedroom to three-bedroom units, which meet the needs of a variety of lifestyles and economic segments, as well as, diverse architectural design of high quality.

Residential Policies #3: Opportunities for a variety of living needs should be available in various locations throughout the City.

The proposed development will provide housing opportunities in the City by designating appropriate density ranges suitable for the area and providing a range of housing types for a variety of income levels within close proximity to the City's

Downtown area, which provides both employment opportunities and neighborhood serving uses such as restaurants, personal service business, offices, retail options and a bank among others.

Relative to zoning and development standards, the proposed development will provide a high-quality mixed-use development to the City's Downtown area which will contain commercial areas, 132 residential units, some of which will be affordable, parking, landscaping, open space and other amenities for the use and enjoyment of future residents.

The submitted development plan for Phase I does not meet the MMC requirements as they pertain to density, maximum number of bedrooms, maximum coverage, open space, parking, unit size, setbacks (front and sides), and trash enclosure areas. Current zoning standards permit forty-five (45) residential units and a total of 132 units are proposed for the project. The project exceeds the allowed density by eight-seven (87) units; but nonetheless the proposed density advances and furthers the public purposes of the State Density Bonus Law and the density bonus standards and incentives made available for affordable housing developments in the Montebello Zoning Code. Open space, trash enclosures and landscaping will be provided throughout the project site, but are considered deficient based on MMC standards. The Applicant's request for an increase in density, lot coverage, and reduction in parking, unit sizes, and front and side yard setbacks are appropriate and may be approved given the flexibility of the Planned Development District; and given the Application's consistency with the General Plan noted above, and that such modified standards will result in a more desirable development overall.

3. Is compatible with present and future development of the property within the immediate vicinity;

   The project site has zoning designations of C-2-PD (General Commercial zone with a PD overlay) and R-3-PD (Multiple-Family Residential zone with PD overlay) and land use designations of General Commercial and Medium-Density Residential, which permit a mixed-use development. The surrounding uses include commercially and residentially zoned properties. The amendment to the precise plan of development approved as part of PD 2-15 remains consistent with the surrounding land uses in that the mixed-use project will provide both residential and commercial uses which allow for the orderly arrangement of land uses.

4. Is consistent with the general peace, health, safety and general welfare;

   A Mitigated Negative Declaration ("MND") was approved for PD 2-15 and the Original Project on June 22, 2016 pursuant to CEQA Guidelines. Given the changes proposed by the Application, the City caused the Addendum to be prepared which evaluated new or increases to previously identified potentially significant adverse environmental impacts of the Project, as well as, changes in circumstance or new information, and the Addendum concludes that a new MND

or EIR is not required for the Project based on the criteria specified in CEQA Guidelines Section 15162.

5. That the permitted uses and development standards adopted as part of the Amended Precise Plan of Development will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not have been adequately achieved under the pre-existing zoning district;

   The project site has zoning designations of C-2-PD (General Commercial zone with a PD overlay) and R-3-PD (Multiple-Family Residential zone with PD overlay) and land use designations of General Commercial and Medium-Density Residential, which permit a mixed-use development. Pursuant to Section 17.38.010 of the MMC, a planned development district is master planning mechanism for the development of larger parcels of land in residential, commercial and manufacturing zones where the existing underlying development standards do not functionally allow for reasonable development. Planning Development Districts are a reasonably flexible development tool that permit exceptions to land use and development standards, provided that such modified standards will result in a more desirable development that is consistent with the general plan.

   Based on the information provided by the Applicant, and the City's ability to apply flexible land use and development standards within the existing Planned Development District, the Application's deviation from strict standards of the MMC are appropriate to support the development of affordable housing. Although the proposed Project is deficient in certain development standards, the proposed development is attractive and will provide high-quality affordable housing that will be beneficial to the community by providing significant improvements to the City's Downtown corridor, economic growth to the City and affordable housing options.

6. That the proposed on-site streets and thoroughfares are adequate in size to accommodate the traffic volume generated by the proposed PD, and increased densities will not generate traffic in such amounts as to overload the street network outside the PD boundary;

   The proposed buildings will be situated to face Whittier Boulevard and 6th Street. One level of subterranean parking will be provided and additional parking will be provided at the ground levels of the buildings. Vehicular ingress and egress to the parking garages will be provided off an existing alley which runs parallel to Whittier Boulevard. The Fire Access and Fire Hydrant Plan further indicates a 26-foot-wide fire lane will be provided within the public alley and partially within the project site to ensure adequate access for fire personnel. A 5-foot, 5-inch by 100-foot public right-of-way dedication is shown to meet Fire Department requirements. Pedestrian access into the proposed development will be provided through multiple points along Whittier Boulevard and 6th Street.

   The Applicant is proposing sixty-six (66) assigned parking spaces, including 11 tandem stalls. While deficient based on MMC parking standards, the proposal exceeds the number of parking spaces required for projects governed by

California's Density Bonus Law by thirty-four (34) spaces. Further, a public bus stop is located directly in front of the project site and on the opposite corner across the street from the project site to provide adequate access to public transit by future residents. Further, as part of the conditions of approval, the Applicant will be required to furnish a parking management plan, which will contain all notices, rules, assignments and regulations regarding tenant parking of vehicles within the project. Given the proximity to public transit and the provision of parking spaces in excess of the State's minimum requirements, the Project is anticipated to provide adequate parking; a conclusion supported by the Addendum.

7. That the exceptions, if any, from the development standards of the zoning code are warranted by the design and amenities, as incorporated, are in accord with adopted policies of the planning commission and the city council;

   The submitted development plans do not meet baseline standards of the MMC in several areas: density, maximum number of bedrooms, maximum coverage, open space, parking, unit size, setbacks (front and sides), and trash enclosure areas. However the plans show compliance with additional development standards such as landscaping within required setbacks, internal walkways, and dimensions for courtyards, among others. Conditions of approval have been included to require landscape and irrigation plans, photometric study, wall/fence plan, screening of mechanical equipment, among others to ensure compliance with the MMC.

   Based on the information provided by the Applicant, and the City's ability to apply flexible land use and development standards within the existing Planned Development District, the Application's deviation from strict standards of the MMC are appropriate to support the development of affordable housing. Although the proposed Project is deficient in certain development standards, the proposed development is attractive and will provide high-quality affordable housing that will be beneficial to the community by providing significant improvements to the City's Downtown corridor, economic growth to the City and affordable housing options.

8. That the existing or proposed utility services and facilities are adequate for the proposed population densities and nonresidential uses; and

   According to the Applicant, due diligence efforts have been made to ensure that the proposed project will have all necessary infrastructure to serve the community on-site and off-site. Additionally, several conditions of approval have been included to ensure that proper connections to infrastructure are provided through the review and approval of a sewer study, geotechnical report and grading and drainage plans.

9. That the proposed buildings and structures are situated in such a manner to minimize impacting the privacy of existing abutting residential uses.

   The proposed buildings were designed to incorporate less stories along the south property lines which abut R-3 zoned properties. The proposed building steps down from four-stories to three-stories when adjacent to residentially zoned

properties. A condition of approval has been included to require all buildings with third- and forth-story window views overlooking adjacent residential properties to incorporate privacy windows, and where appropriate and feasible and to also install landscaping, decorative wall extensions or any equivalent solution approved by the Director.

SECTION 3. CEQA. Pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was approved by the City Council on June 22, 2016, finding that the Original Project, with mitigation, would not have a significant effect on the environment. The City has caused the Addendum to be prepared pursuant to the CEQA Guidelines for purposes of analyzing whether: (a) any substantial changes to the Original Project proposed by the Application will: (i) require major revisions of the MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) major revisions of the MND due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (b) whether new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was adopted, shows: (i) the proposed Project will have one or more significant effects not discussed in the MND; (ii) significant effects previously examined will be substantially more severe than shown in the previous MND; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the proposed Project, but the Applicant declines to adopt the mitigation measures or alternative; or (iv) mitigation measures or alternatives which are considerably different from those analyzed in the MND would substantially reduce one or more significant effects on the environment, but the Applicant declines to adopt the mitigation measure or alternative. Based on the analysis and conclusions set forth in the Addendum, and the other substantial evidence included in the record for the Application, the City Council finds and declares that none of the above-listed circumstances requiring preparation of a new negative declaration, mitigated negative declaration, or EIR exist, and accordingly that the City Council make similar findings and adopt and approve the Addendum for the proposed Project.

SECTION 4. APPROVAL. The City Council hereby approves the Application for an Amendment to the Precise Plan of Development for Planned Development District No. 2-15, subject to the conditions of approval herein below.

SECTION 5. FINDING OF GENERAL PLAN CONSISTENCY. Based on the substantial evidence presented at the public hearing, the City Council finds and declares that the proposed Project is consistent with the goals, policies, and implementation measures set forth in the City's General Plan, in that it: achieves the General Plan goals of formulating a plan that is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting, and sufficient areas of development; and achieves the General Plan policy that residential development in the City be sited in appropriate locations according to need of the City and provide opportunities for a variety of living needs should be available in various locations throughout the City and are varying densities and housing types that should be compatible among themselves and with adjacent commercial and residential development.

SECTION 6. CONDITIONS. The City Council hereby finds that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

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

2. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC), Amended Precise Plan of Development, Site Plan Review, and Parking Management Plan (Case No. PC-2021-0002-PD-SPR-PMP/ENV No. 102-21-MND), and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").

3. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.

4. The Director of Planning & Community Development ("Director"), at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.

5. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.

6. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution

7. It is the responsibility of the Applicant to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City of Montebello Code Enforcement Division.

8. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

9. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Montebello Planning Commission ("Planning Commission") at a noticed public hearing.

10. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.

11. The approval of this Amended Precise Plan of Development (PC-2021-0002-PD-SPR-PMP) shall automatically expire if the rights granted are not exercised before December 31, 2022 with respect to Phase I, and December 31, 2024 with respect to Phase II. Applicant shall be considered to have exercised its rights under this approval by having been issued a building permit by the City for the applicable Phase and Applicant actually commencing construction of the applicable Phase by completing the first required inspection.

12. The approval of this Amended Precise Plan of Development (PC-2021-0002-PD-SPR-PMP /ENV No. 102-21-MND) can be extended not to exceed three (3) years with a written request by the property owner no less than thirty (30) days prior to the expiration date stating the reason and need for an extension and upon review and approval by the Director.

13. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

14. Modification to Plans. Subsequent modifications to this approval shall be in conformance with the approved plans. The Director shall determine as to whether a modification to the project is allowed. The approval of such modification shall be provided in written format in the form deemed acceptable by the Director and City Attorney. Modifications which extend beyond the parameters of substantial conformance shall be subject to a Planned Development District amendment and/or new Site Plan Review, as determined by the Director. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

15. The Applicant shall contact the Planning Division to arrange a Planning Inspection of the site prior to the release of occupancy/utilities. This inspection is to confirm that the conditions of approval and code requirements have been satisfied.

16. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.

17. If at any time, a problem with fugitive dust arises, the Director may require a fugitive dust mitigation plan to be submitted and reviewed. The fugitive dust mitigation plan shall include a schedule of time and frequency of fugitive dust mitigation activities. Upon approval of the plan by the Director, the measures of the plan shall be implemented. This condition may require the developer to post a bond to ensure fugitive dust mitigation compliance.

18. The Director may, at any point, request remedy to fugitive dust and soil/mud spillage onto public rights-of-ways and adjacent properties due to inclement weather or other reasons.

19. All improvements to the subject property shall be in compliance with all City Ordinances.

20. The hours of construction shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and weekends and holidays 9:00 a.m. to 6:00 p.m. as restricted by the MMC Section 9.08.050.

21. The Applicant shall adhere to all residential development standards for the mitigation of noise as per MMC Section 17.22.110.

22. The street shall be swept at the end of the day if visible soil material is carried onto adjacent public sidewalks and paved roads.

23. All units with garage access shall be equipped with a secure door. The vehicular access-opening door shall be equipped with an automatic garage door opener.

24. The guest parking space shall be posted and striped with double lines spaced six (6) inches apart and shall comply with the City's off-street parking requirements as per MMC Section 17.52.070. Such striping shall be shown on the plans submitted for plan check.

25. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.

26. Minimum aisle widths and circulation shall be provided in accordance to the MMC requirements.

27. The site shall be attractively landscaped and maintained in accordance with the standards established in the MMC and to the satisfaction of the Planning Department.

28. Landscape and Irrigation Plan. Detailed landscape and irrigation plans, which meet the requirements set forth in the MMC shall be required as a part of the project Plan Check review and approval process. Permanent underground automated irrigation system must be provided for all landscaping on the site. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.

29. The landscape plan shall conform to the MMC requirements. Shrubs shall not be less than three (3) feet in height when planted and cover not less than thirty (30) percent of the landscaped area. All landscaping shall cover the designated planting areas from the outset.

30. All trees shall be at least twenty-four inch (24") box or equivalent.

31. All landscape planters shall be surrounded by a six (6) inch concrete curb if adjacent to any public right-of-way or private road or sidewalk intended for public use.

32. A trash enclosure, if provided, shall be constructed of decorative masonry block or masonry block with decorative finish, such as stucco, and view-obscuring doors that are compatible with the main residence, subject to the final review and approval of the Planning Department. The Applicant shall reflect this requirement on the plans submitted for plan check.

33. All proposed utilities (Gas, Electricity, Communications, etc.) shall be placed underground. The Applicant shall reflect this requirement on plans submitted for "Plan Check".

34. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from view from any public right-of-way or adjacent residential use by either view obscuring landscaping or architectural features of the main building (i.e. parapet walls, façade extension, etc.), subject to the final review and approval of the Planning Department.

35. Any inevitable exposed wires shall be neatly bolted and painted to match the building color.

36. The proposed exterior colors and materials board shall be implemented as approved by the Planning Department based on the City Council action. Any changes to the approved exterior colors and materials shall be subject to the review and approval of the Planning Department.

37. The Applicant shall submit a separate lighting plan (photometric study) during the plan check process, subject to the review and approval of the Montebello Police Department ("Police Department") and Planning Department.

38. The Applicant shall submit a detailed wall/fence plan which is consistent with the MMC and identifies the material(s), color(s), and dimensions of proposed fencing, subject to the review and approval of the Planning Department.

39. The Applicant shall provide a parking management plan for all assigned spaces, which will contain all notices, agreements, rules, assignments and regulations regarding tenant parking of vehicles within the project.

40. All buildings with third- and forth-story window views overlooking adjacent residential properties shall be reviewed to ensure privacy windows are installed to protect surrounding neighbors. The Applicant shall be required to install privacy windows, and where appropriate and feasible shall also install landscaping, decorative wall extensions or any equivalent solution approved by the Director.

41. All outdoor recreation areas maintained by property owner shall be open from 8:00 a.m. to 10:00 p.m. (Pacific Standard Time). Any changes to the proposed hours shall be reviewed and approved by the Director.

42. Prior to the issuance of building permits for Phase I of the project, the Applicant must submit detailed architectural plans, including, but not limited to, a site plan, floor plans, landscape plan, elevations and renderings for Phase II, together with a complete application for a Site Plan Review for Phase II for consideration by the Planning Commission. Applicant shall obtain building permits for and commence construction of Phase II in compliance with Condition No. A.11 above.

43. A traffic impact study, consistent with the scope prepared by the City's Traffic Engineer. The traffic impact study shall be submitted to the Public Works and Planning and Community Development Departments for review and comment and shall be to the satisfaction of the Director of Public Works. Applicant shall be responsible, at its sole cost and expense, for completing and performing any roadway or intersection improvements, modifications, changes, or mitigation measures identified in the traffic impact study approved by the City, and Applicant shall have completed such improvements as a condition of receiving the final Certificate of Occupancy for Phase I of the Project.

44. In Phase I of the project, one hundred percent (100%) of the proposed sixty-three (63) units shall be affordable housing for families and victims of domestic violence, including individuals earning between thirty percent (30%) to sixty-percent (60%) of the area median income (AMI), except one (1) manager's unit may be market rate. At no point shall the development be changed to transitional, supportive, rehabilitative, or mental care type housing.

45. The approval of the Site Plan Review and Parking Management Plan (PC-2021-0002-PD-SPR-PMP) shall be subject to the review and approval of the Amendment to the Precise Plan of Development for PD 2-15 by the City Council. If the Amendment to the Precise Plan of Development for PD 2-15 is denied by the City Council, this approval shall be deemed null and void.

46. This approval is conditioned upon Applicant becoming owner of the properties that comprise the project site, including but not limited to certain properties owned by the City of Montebello. This approval shall be conditioned upon the City Council's approval of Applicant's acquisition of the City-owned properties by way of an appropriate contractual agreement, and shall be subject to and conditioned upon Applicant's compliance with all terms and conditions set forth in that agreement with the City.

47. The Applicant shall enhance the noise buffer between units by increasing the sound transmission co-efficiency (STC) between residential units to a level that exceeds the Building Code minimum and shall be at least 60 STC.

B. <u>Building Division Conditions</u>

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

2. Parking provided shall be designated and provided in accordance with current California Building Code and California CALGreen Code. Construction plans and specifications shall include:

   a. Americans with Disabilities Act (ADA) compliant parking
   b. Electric vehicle parking
   c. Bicycle parking

3. Subterranean parking ramp shall be compliant to current California Building Code for minimum ramp slopes. Vehicle access and maneuvering requirements shall be in compliance with traffic study recommendations.

4. Transformer pad located at the North East corner of the First floor (ground floor) shall be located in a manner not impede the required building egress and exiting paths of travel.

5. Building and Projections setbacks shall be compliant with current California Building Code fire resistive construction.

6. Building setbacks from powerlines adjacent to building located at the East property line shall be in accordance with the current California Electrical Code.

7. Development shall have area(s) of refuge in subterranean parking garage in accordance with current California Building Code and California Fire Code.

8. Building is required to provide standby power in accordance with current California Building Code and California Fire Codes.

C. Fire Department Conditions

1. The Applicant shall submit a separate set of plans to the Fire Department for the installation of an automatic fire sprinkler system throughout all parts of the structures, with the required hydraulic calculations.

2. Development shall comply with all applicable provision of the California Fire Code, referenced NFPA standards and local ordinances.

3. Development shall comply with California Fire Code, Chapter 33 Fire Safety, during construction. Development shall provide and update a Fire Prevention Program & Plan for review and approval prior to issuance of building permits.

4. An approved water supply for fire protection will be required prior to any combustibles materials being dropped on site.

5. Any modifications to the fire protection plan or Fire Master Plans shall be approved by the Fire Marshal.

6. The Applicant shall install smoke detectors throughout the new and existing structures such as all sleeping rooms and adjacent hallways. The smoke detectors shall be hardwired with battery backup. The smoke detectors shall also be interconnected for alarming purposes.

7. The Applicant shall submit plans to the Fire Department for the installation and designation of the required fire apparatus access roads within and around the property (minimum of 20 feet in width), with an appropriate turnaround (cul-de-sac or hammerhead), with signage and curb painting, where necessary per the Fire Department.

8. The Applicant shall install address numbers at least 12-inches in height facing the street with contrasting color to the background, subject to the review and approval of the Fire Department.

9. Fire access plan based on 2019 Edition California Fire Code and local amendments. Fire access on the northern side of structure shall be minimum 20' feet with appropriate identification.

10. When the height if a structure at the roof eaves exceeds 27 feet or the capability of the fire department to access the roof safely utilizing ground ladders, the location and width of access roadways shall be such that the truck mounted areal ladders may be utilized. Aerial ladder access shall include the ability to maneuver apparatus, deploy outriggers and provide proper climbing angles.

    a. The project will need to work with Montebello Fire Department on an acceptable alternate means of providing roof access/egress on the northern fire access road. (Approval shall be required prior to Planning Commission)

11. At least one elevator shall meet requirements of 2019 Edition California Fire Code, Chapter 6, Fire Service Features.

12. Fire flow report based on 2019 Edition California Fire Code, Appendix B/BB.

13. Fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.

14. Underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.

15. Fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes.

16. Fire standpipe plan based on 2019 Edition California Fire Code and NFPA 14.

17. Fire Alarm plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.

18. Additional requirements maybe added during the plan check process.

19. Montebello Fire Department will require verification that the project will provide appropriate fire flow to meet firefighting and fire protection system demands. MFD is in concurrence with the local water purveyor in regards to up-grading existing infrastructure.

D. <u>Public Works Department Conditions</u>

1. The applicant shall submittal "Will Serve" letters from **ALL** utility companies who will be required to serve the new site.

2. The applicant's engineer shall coordinate with all utility companies during the design phase and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.

3. Provide topographic and boundary surveys, the topo shall extend beyond boundary for 15' to show adjacent structures and that drainage is not being blocked or re-routed or will be mitigated, show date and by whom the topo was prepared.

4. The applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

5. The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.

6. As a part of the submitted documents for your project plans and reports, the applicant shall also submit the following documents including all necessary calculations and reports to demonstrate the constructability of all site improvements:

    a. Applicable documents in compliance with the Subdivision Map Act if any changes to existing parcels are proposed.
    b. Grading plan (show retaining walls locations and height, if any, & earth work cut/fill,
    c. Best Management Practices (BMPs)
    d. Erosion Control,
    e. Low Impact Development (LID), provide hydrology and hydraulic calculations
    f. Drainage plan including both temporary and permanent improvements,
    g. NPDES documents

7. All plans and construction of public works (streets etc.) shall be per the City of Montebello Standards and Greenbook Standards.

8. All submitted plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be reviewed and approved by the City prior to City issuing a building permit. The submitted documents shall identify those individuals legally authorized to sign such documents. Plans for public improvements shall be prepared under the supervision of a California Registered Civil and/or Traffic Engineer, as applicable.

9. Grading Plans shall be submitted for review and approval by the City Engineer prior to the issuance of a grading permit. NOTE: A Building Permit is required for walls including free-standing and retaining walls.

10. The Applicant shall submit geotechnical reports prepared in accordance with the City's Engineering Design Standards to the City Engineer for review and approval prior to the issuance of a grading permit.

11. The applicant shall provide standard street improvements in the public right-of-way on all sides of the property that abut public right-of-way including:

    a. Remove and replace all broken/damaged curb and gutter, and PCC sidewalk and driveways, including driveway closures.
    b. Sidewalks 5 feet minimum width.
    c. Remove and replace broken alley entrance.
    d. All driveways shall meet ADA requirements.
    e. Parkways either parallel to back of curb or meandering as approved by City Engineer.

f. Roadway grading and paving consisting of CMB, AC pavement course and rubberized AC pavement final surface of a 2 inch minimum AHRM overlay, as approved by the City Engineer, for one-half of the street or alley along the frontage of the property at all right-of-way lines. No low points within the roadway are allowed without drainage improvements.
g. Pavement transition from the project boundaries to the existing streets to the satisfaction of the City Engineer.
h. Traffic control signs, striping and markings and devices as required by the City Engineer. All striping shall be thermoplastic.
i. Alley shall provide a minimum clear width of 20 feet for Fire access.
j. ADA wheelchair handicap ramp(s) at all walk returns, including alleys.
k. Roadway drainage device(s), as required, including through curb drains for offsite drainage.
l. Landscaping of parkways as required.

* Parkway widths shall be as approved by City Engineer. Where required, landscaping and irrigation systems thereof shall be provided and the maintenance to be provided by the applicant until transferred to the residential Home Owners Association (HOA) per the CC&Rs.

12. A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval.

13. Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, natural gas, telephone, communications and cable television. All easements for utilities and substructures shall be shown on the various maps submitted for final tract map approval.

14. Prior to acceptance of public improvements, the applicant shall have repaired any new or existing public improvements damaged caused by construction activities, obtain completion letters from all utilities.

15. Obtain a Public Works Encroachment Permit prior to performing any offsite improvements.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED this 10th day of November 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-91 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 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

ATTACHMENT B

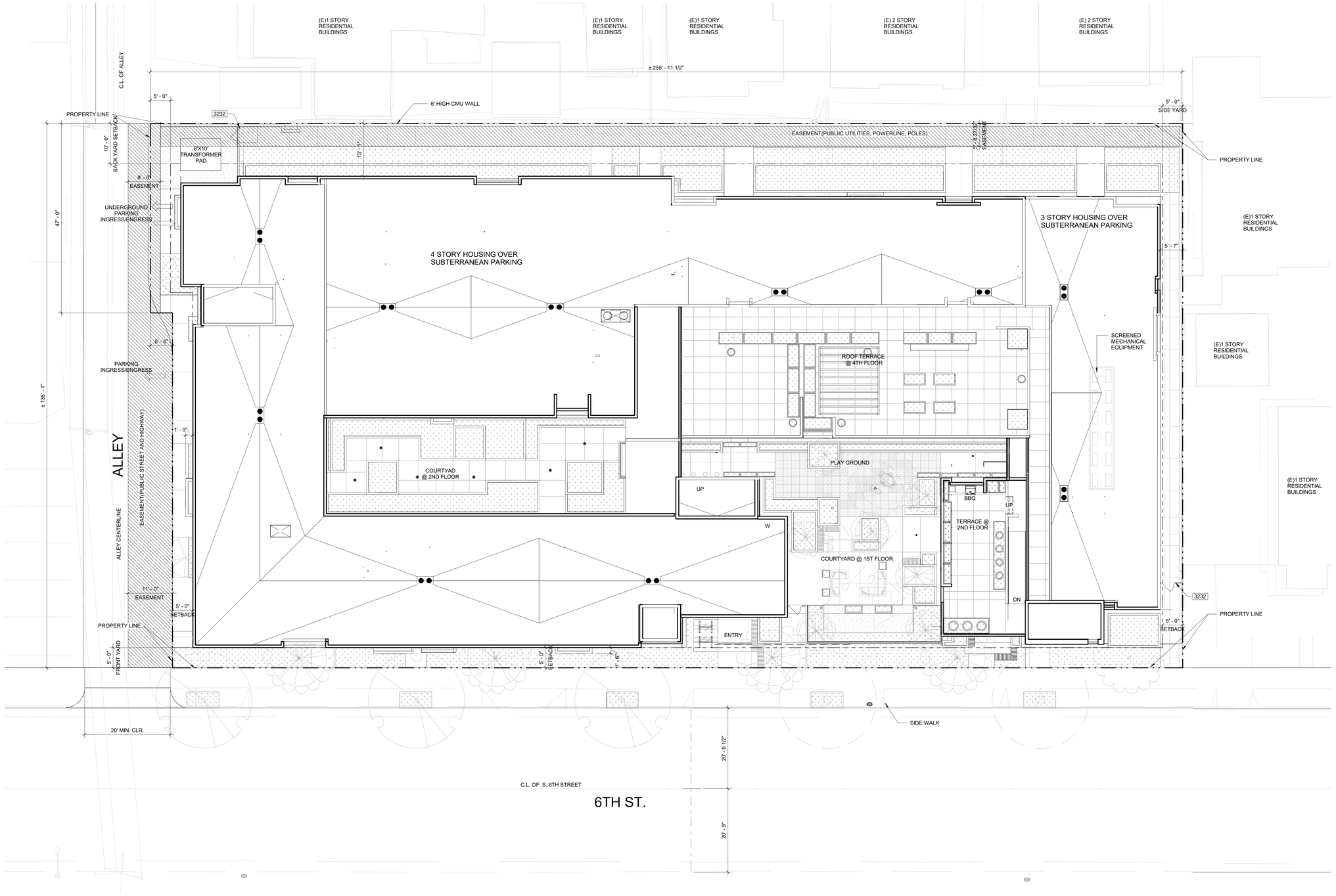
6th Street Grand

Cesar Chavez Foundation

6th Street Grand

10/19/2021

GGA | Architecture +



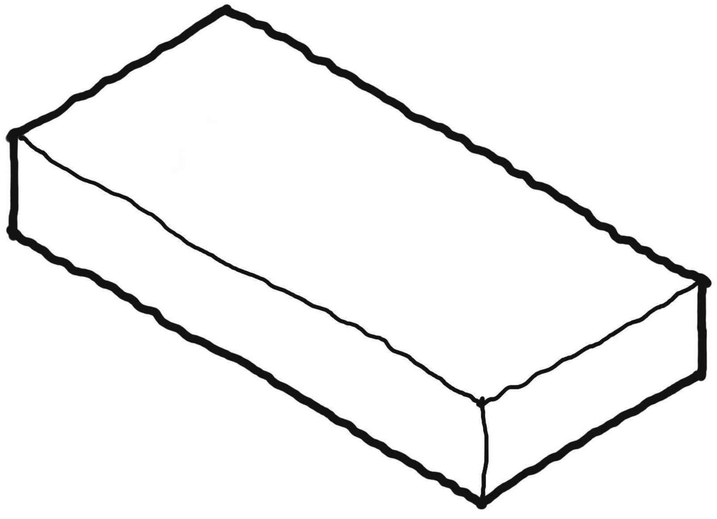
6th Street Grand

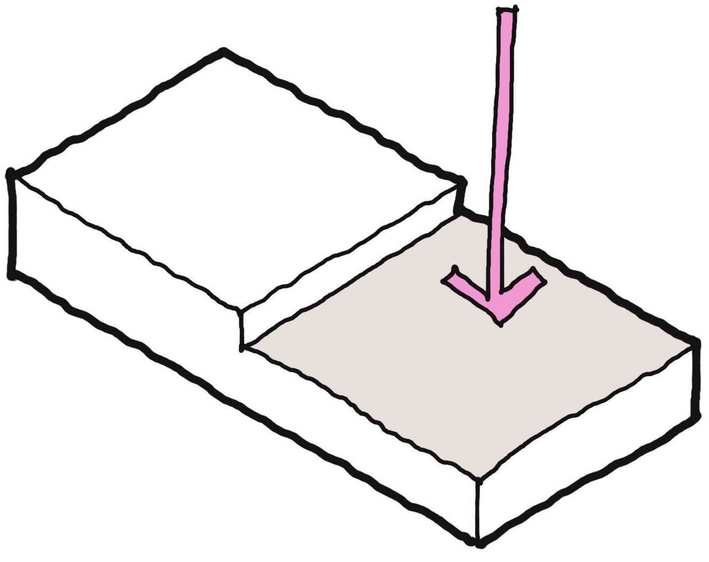
Cesar Chavez Foundation

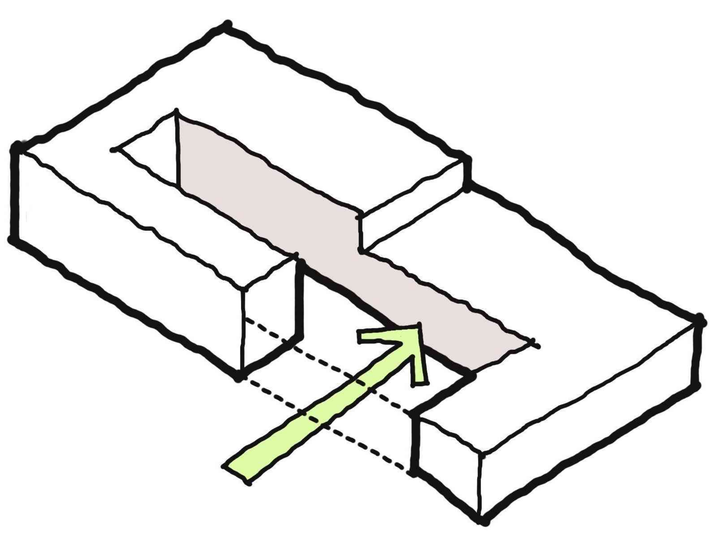
Site Plan

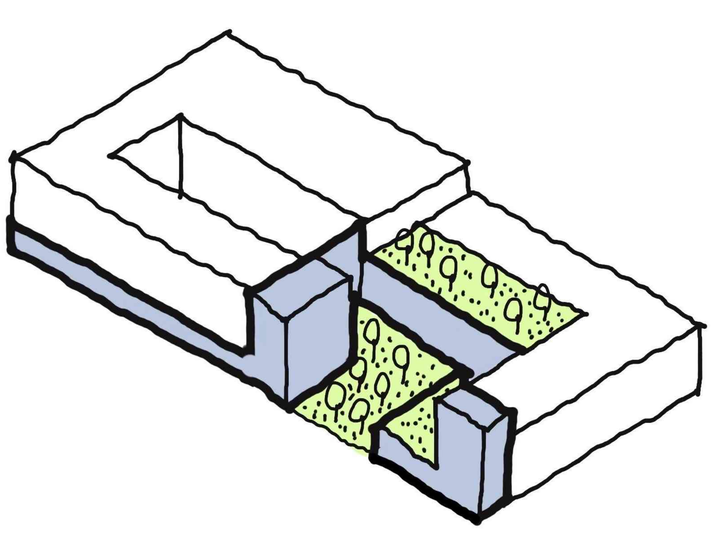
10/19/2021

GGA | Architecture +









6th Street Grand

Massing Diagram

10/19/2021

6th Street Grand

6th Street Facade

10/19/2021

Cesar Chavez Foundation

GGA | Architecture +

6th Street Grand

Cesar Chavez Foundation

View from South West Corner

10/19/2021

GGA | Architecture +

6th Street Grand

Cesar Chavez Foundation

View from S 6th Street

10/19/2021

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Aerial View From East

2nd Floor Courtyard

6th Street Grand

Renderings

10/19/2021

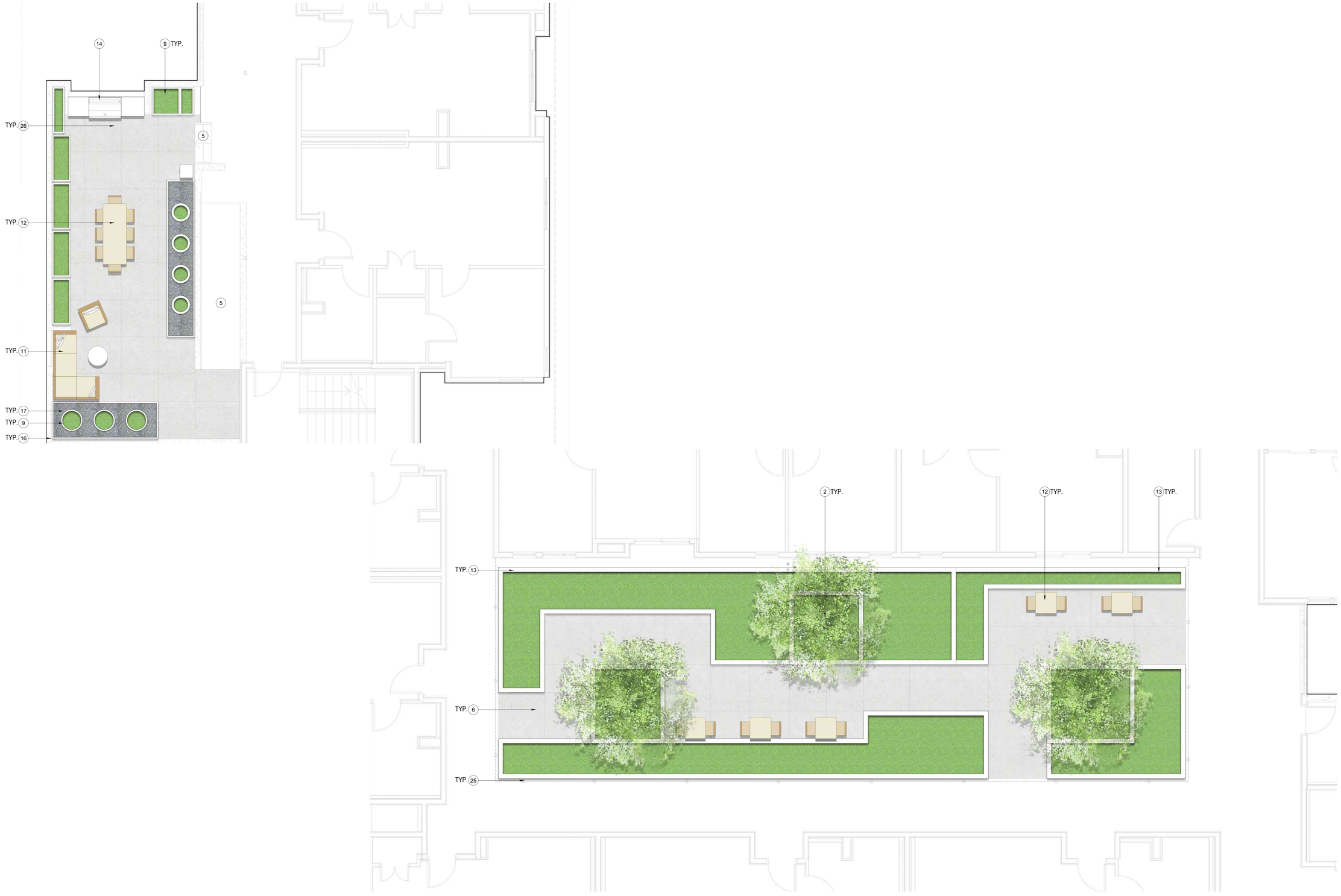
6th Street Grand

Cesar Chavez Foundation

Landscape Plan - First Floor

10/19/2021

GGA | Architecture +



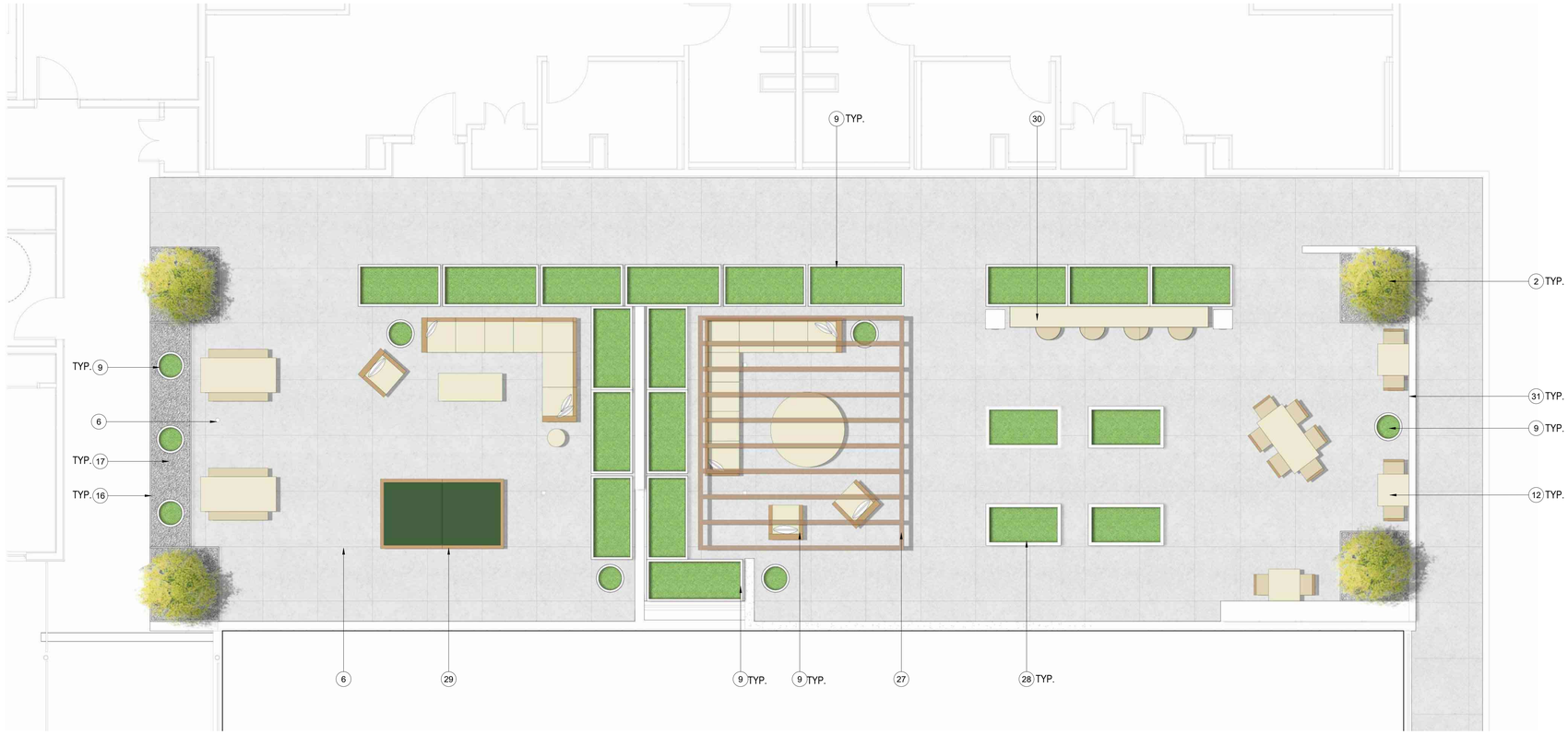
6th Street Grand

Cesar Chavez Foundation

Landscape Plan- Second Floor

10/19/2021

GGA | Architecture +



6th Street Grand

Cesar Chavez Foundation

Landscape Plan- Fourth Floor

10/19/2021

GGA | Architecture +

6th Street Grand

Landscape Imagery

10/19/2021

Cesar Chavez Foundation

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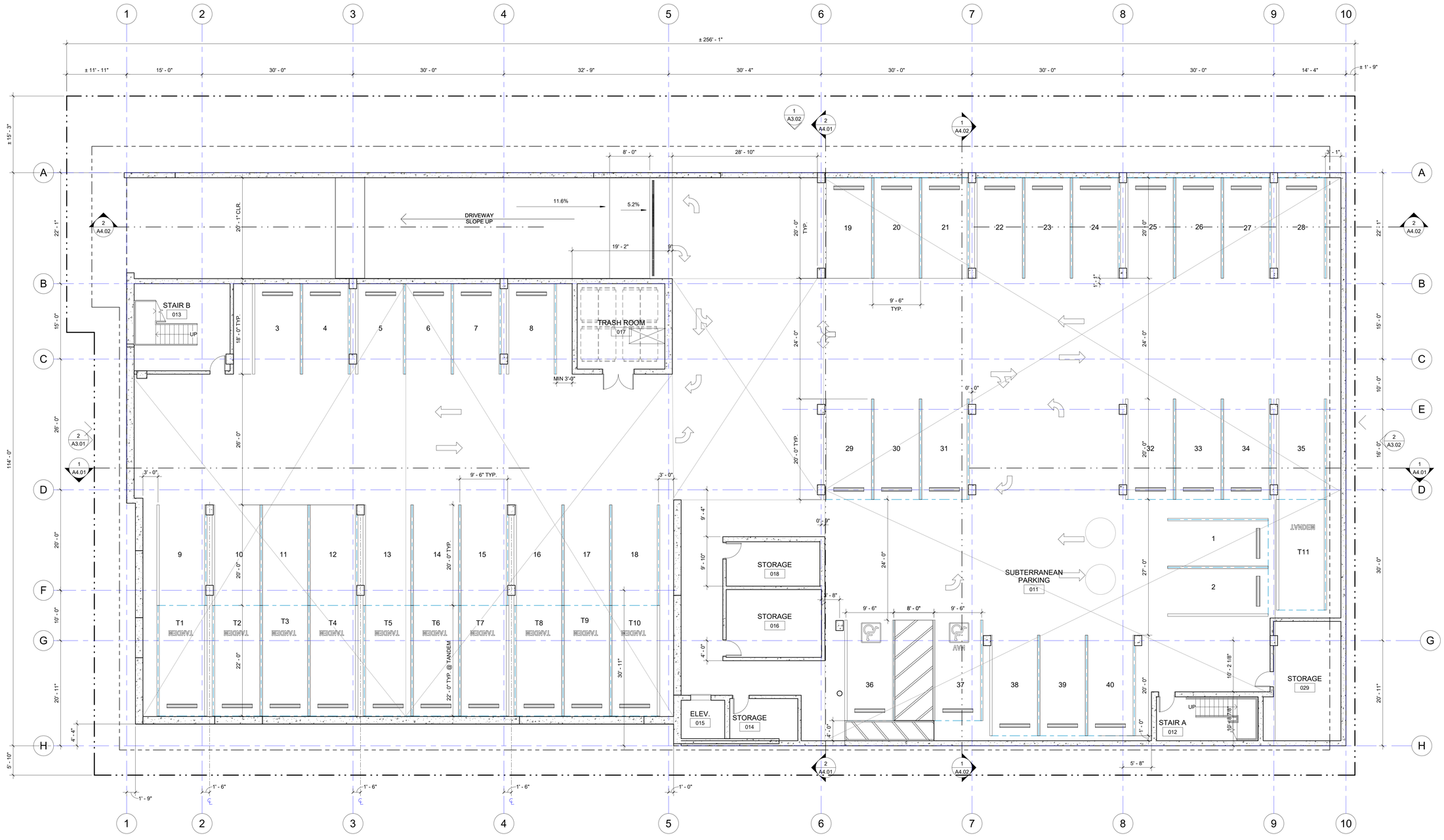


1 SUBTERRANEAN PARKING FLOOR PLAN
1/8" = 1'-0"

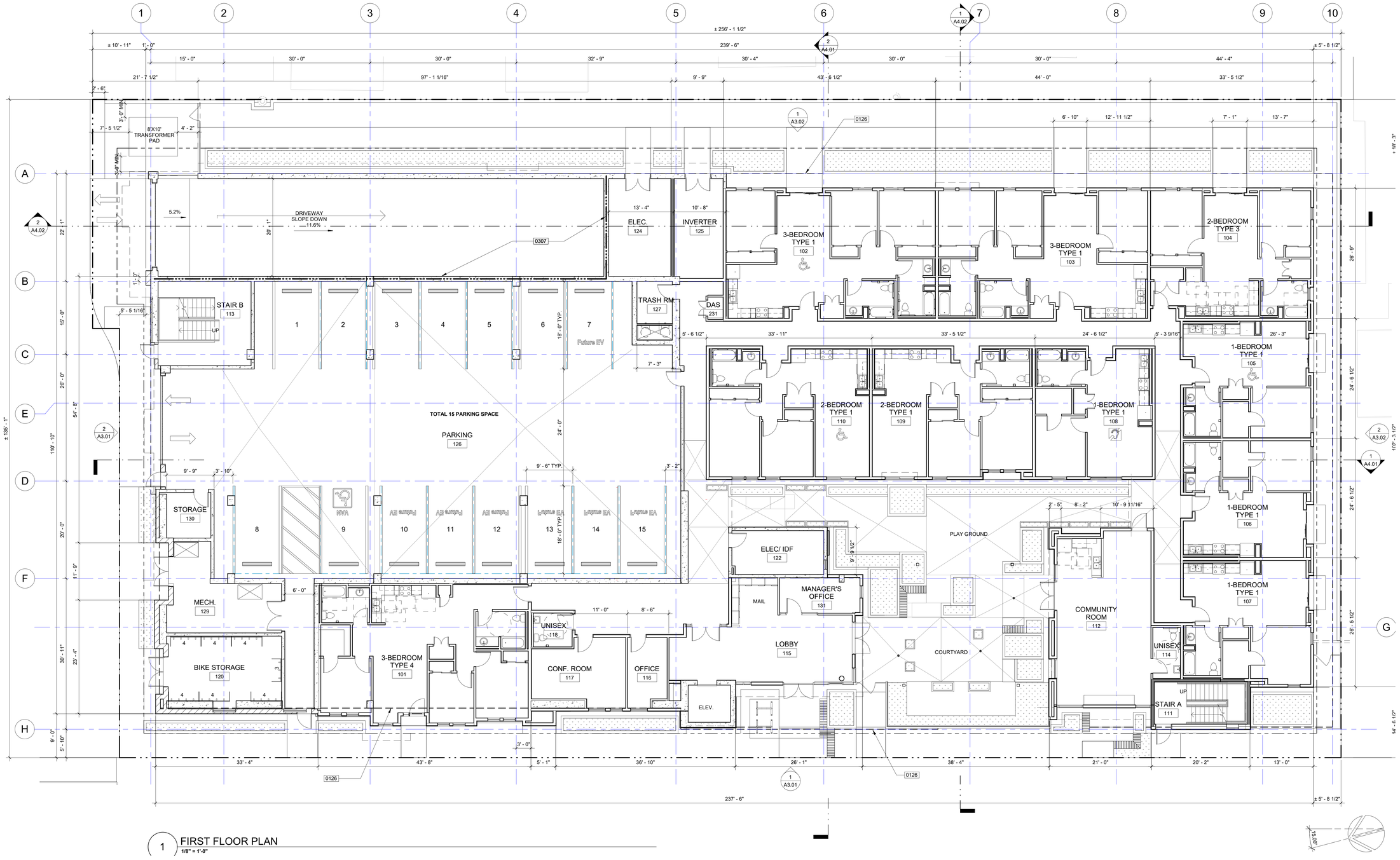
6th Street Grand

Cesar Chavez Foundation

Plan-Underground Parking Floor

10/19/2021

GGA | Architecture +



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

6th Street Grand

Cesar Chavez Foundation

Plan-First Floor

10/19/2021

GGA | Architecture +

6th Street Grand

Cesar Chavez Foundation

Plan-Second Floor

10/19/2021

GGA | Architecture +

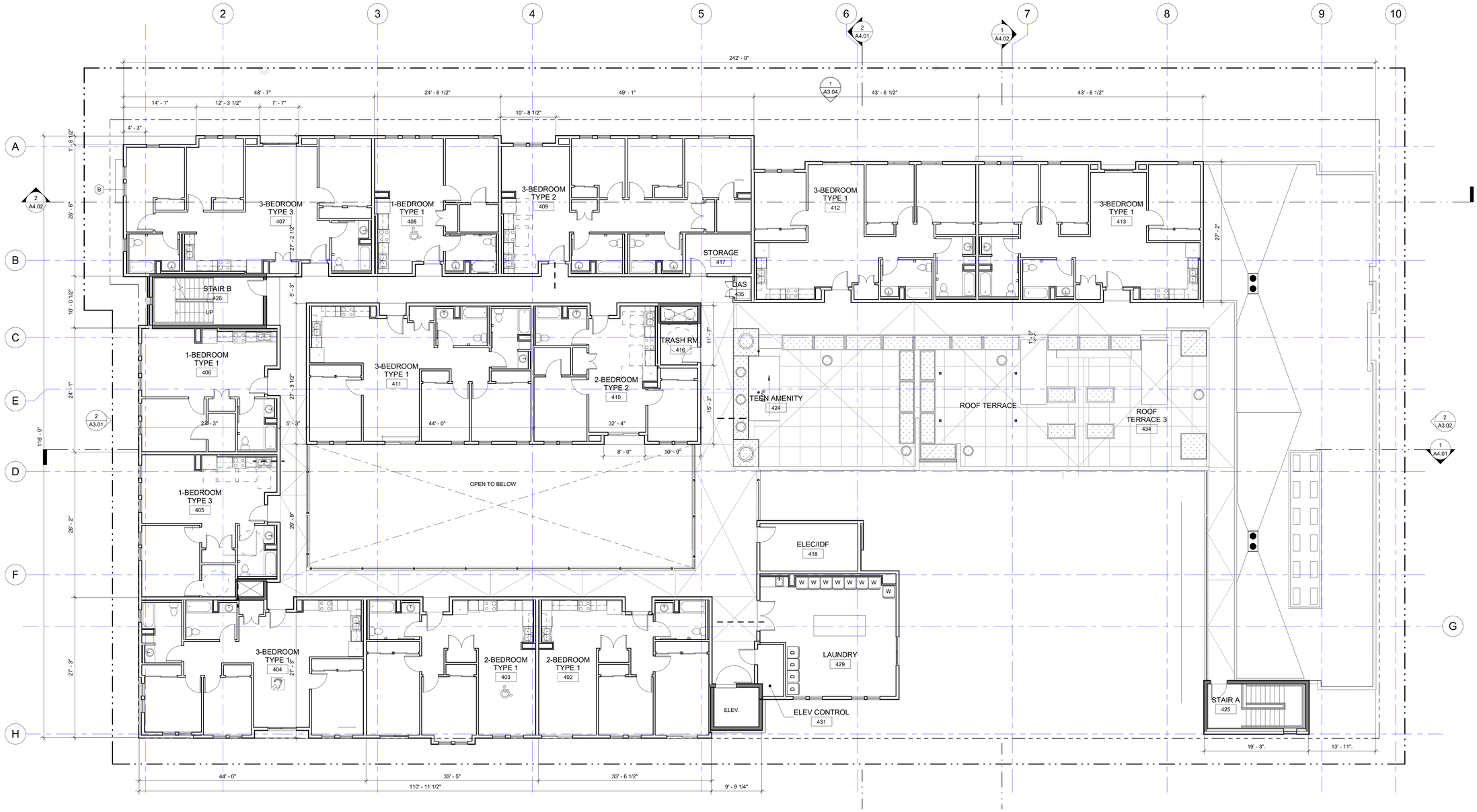
6th Street Grand

Cesar Chavez Foundation

Plan-Third Floor

10/19/2021

GGA | Architecture +



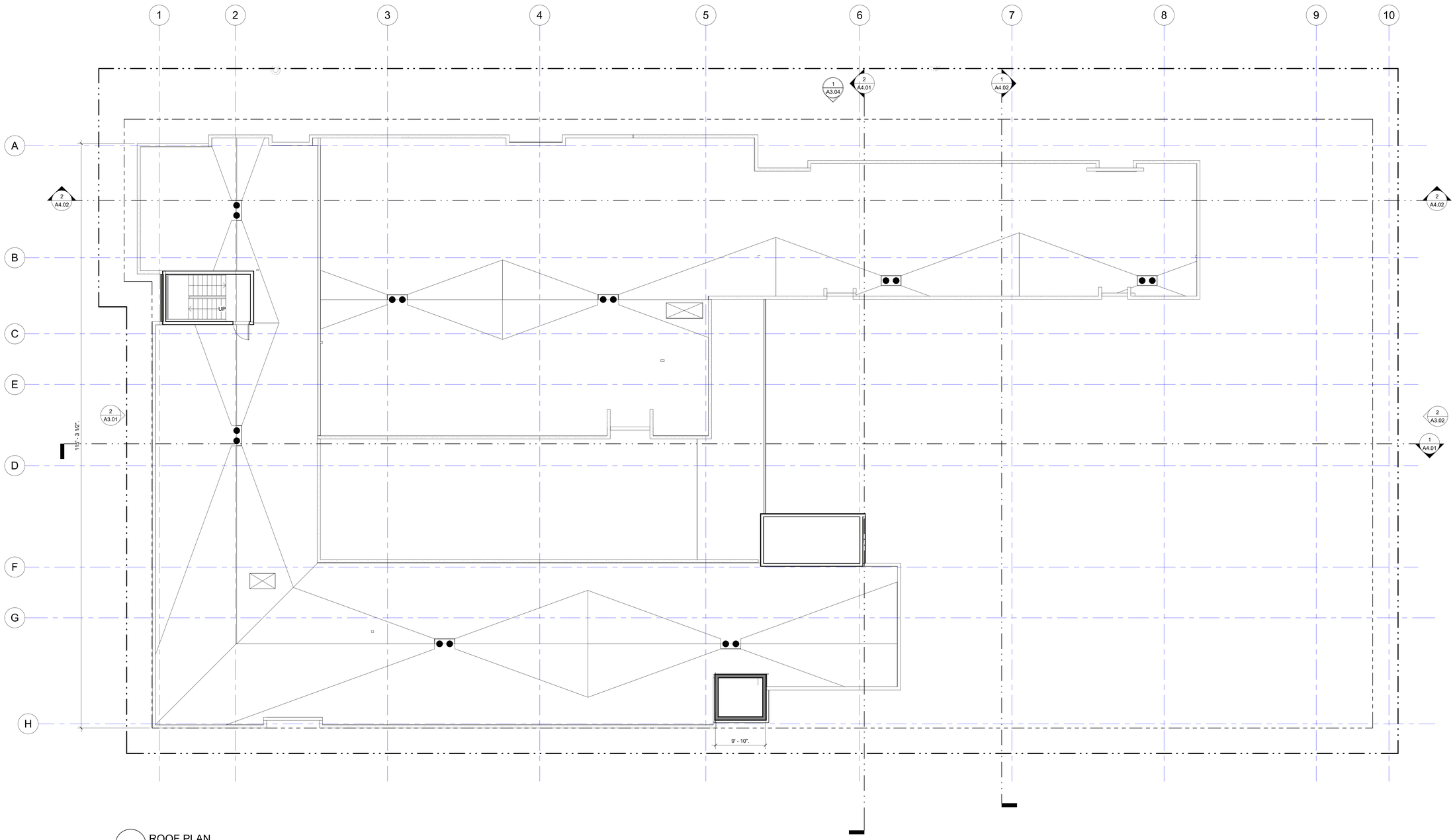
6th Street Grand

Cesar Chavez Foundation

Plan-Fourth Floor

10/19/2021

GGA | Architecture +



1 ROOF PLAN
1/8" = 1'-0"

6th Street Grand

Cesar Chavez Foundation

Roof Plan

10/19/2021

GGA | Architecture +

1 West Elevation
1/8" = 1'-0"

2 North Elevation
1/8" = 1'-0"

6th Street Grand

Cesar Chavez Foundation

Building Elevations

10/19/2021

GGA | Architecture +

1 East Elevation
1/8" = 1'-0"

2 South Elevation
1/8" = 1'-0"

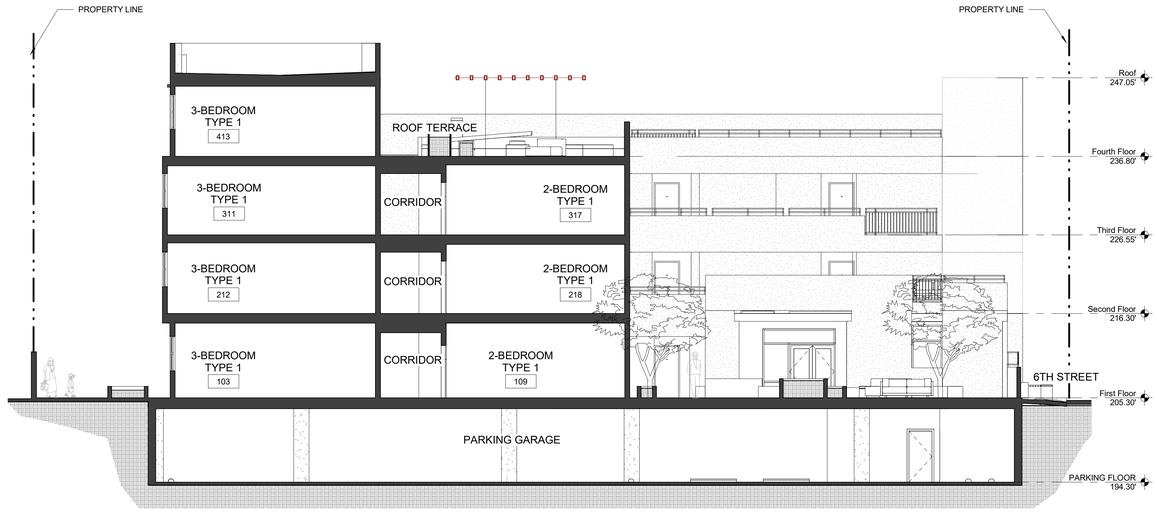
6th Street Grand

Cesar Chavez Foundation

Building Elevations

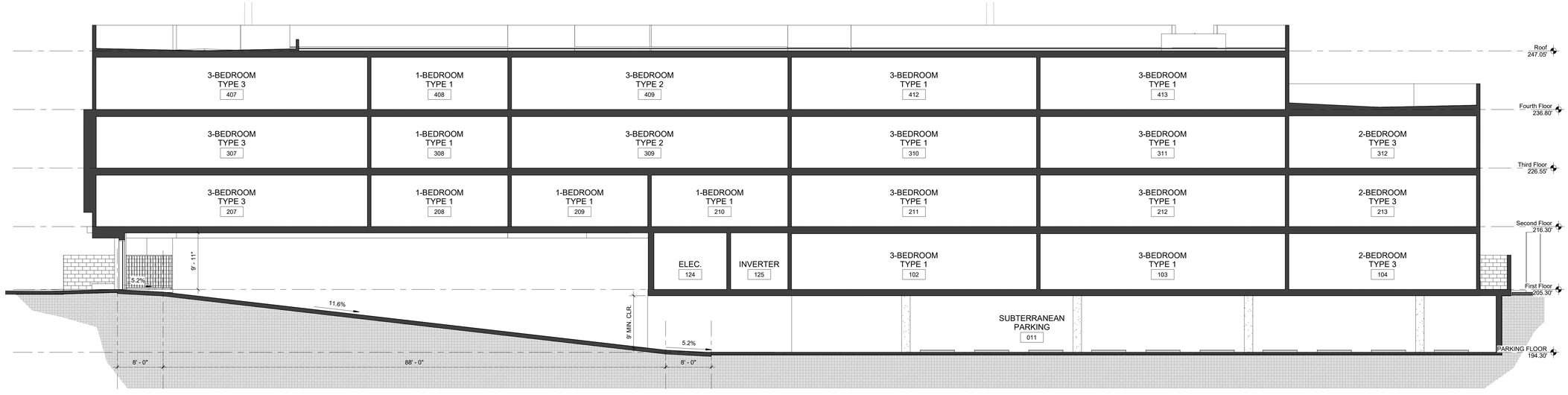
10/19/2021

GGA | Architecture +



1 BUILDING SECTION 3

1/8" = 1'-0"



2 BUILDING SECTION 4

1/8" = 1'-0"

6th Street Grand

Building Sections

10/19/2021

Cesar Chavez Foundation

GGA | Architecture +

ATTACHMENT C

ADDENDUM NO. 1

TO THE

CITY OF MONTEBELLO
ZONE CHANGE (ZC2-15) AND
PLANNED DEVELOPMENT (PD2-15)
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
Modified Project Title:
6TH STREET & WHITTIER BOULEVARD RESIDENTIAL

Prepared for:

City of Montebello
1600 W. Beverly Blvd.
Montebello, California 90640

Prepared by:

Tom Dodson & Associates
P.O. Box 2307
San Bernardino, California 92406
(909) 882-3612

Original Initial Study / Mitigated Negative Declaration Certified: 2015
Addendum No. 1 Completed: October 2021

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Figure 2b Depiction of Proposed Site (Whittier Blvd.)

APPENDICES

Appendix 1 – Conditions of Approval
Appendix 2 – Trip Generation Assessment
Appendix 3 – VMT Screening Evaluation

ADDENDUM NO. 1 TO THE THE CITY OF MONTEBELLO ZONE CHANGE (ZC2-15) AND PLANNED DEVELOPMENT (PD2-15) INITIAL STUDY/MITIGATED NEGATIVE DECLARATION Modified Project Title: 6TH STREET & WHITTIER BOULEVARD RESIDENTIAL

1. PROJECT DESCRIPTION

A. 2015 Approved Zone Change and Planned Development Project

In 2015 the City of Montebello (City) approved Zone Change (ZC2-15) and Planned Development (PD2-15) to allow development of a hotel, residential, retail and a restaurant for the project site. The Planned development would be implemented by constructing a six-story hotel and a similar mixed-use building also of six stories. The hotel would consist of 130 rooms and the mixed-use structure would include 45 residential dwellings and approximately 8,500 square feet of retail and restaurant space. The project included 229-onsite parking spaces and approximately 90 existing or leased sites to support the proposed project. An Initial Study/Mitigated Negative Declaration (IS/MND) was adopted by the City of Montebello City Council in conjunction with City approval of the project entitlements in 2015. The original site location is shown on Figure 1a and 1b. The whole site would require demolition of existing structures and facilities estimated to contain 27,256 square feet. Surrounding land uses were and remain urban downtown commercial and support uses.

Conditions of Approval were adopted for the original project (a copy is provided in Appendix 1). The reader of this Addendum is referred to the attached electronic copy of the original project IS/MND for a more detailed discussion of the original project.

B. Proposed New Project

Based on changes in the development market, the hotel and mixed-use building were not implemented. The Cesar Chavez Foundation (CCF) has acquired the property and is proposing to develop an alternative project to the approved Planned Development. CCF has requested that the City revise the PD to allow two affordable housing projects. On the former hotel lot CCF proposes to install a mixed use four-story, 69-unit residential project that will include an estimated 10,100 square foot commercial component, that is proposed to include a restaurant and retail commercial uses. A second three- and four-story structure is proposed to contain an additional 63 affordable units. Total number of proposed residences is 132 units. An estimated 150 parking spaces would be installed for both structures. Refer to Figures 2a and 2b for a depiction of the two proposed structures.

This Addendum document compiles the necessary information required to update the City's CEQA adopted IS/MND in accordance with Sections 15162 and 15164 of the State CEQA Guidelines.

C. Environmental Review Process

The City has prepared this Addendum in accordance with the current (2021) CEQA Statutes and Guidelines for implementing CEQA. CEQA Section 15164 includes the following procedures for the preparation and use of an Addendum:

(a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred.

(c) An addendum need not be circulated for public review, but can be included in or attached to the Final EIR or adopted negative declaration.

(d) The decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

Note that Section 15164 (b) addresses use of an Addendum in conjunction with a Negative Declaration (ND), which is the procedure being used in this document. If changes to a project or its circumstances occur or new information becomes available after certification of an EIR or ND, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines Section 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines Section 15162(b)) When only minor technical changes or additions to the certified EIR are necessary and none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or ND have occurred, CEQA allows the lead agency to prepare and adopt an Addendum. (State CEQA Guidelines, Section 15164(a)).

Under Section 15162, a subsequent EIR or ND is required only when:

(1) Substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the negative declaration due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternative; or
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based on the data contained in this environmental document, the City concludes that an Addendum is the appropriate environmental determination for this second-tier environmental review process to comply with the CEQA.

D. Summary of Project Modifications Being Considered by the City of Montebello

In summary, the following modifications have been made to the project originally approved in 2015 Zone Change (ZC2-15) and Planned Development (PD2-15) and now being considered by the City as a revision to the approved PD (6th Street & Whittier Boulevard Residential).

1. The approved PD2-15 130 hotel rooms; 45 residential dwellings and 8,500 square feet of restaurant and commercial retail space; and 319 parking spaces. The proposed project envisions 132 mixed income (affordable and market) housing units; 10,100 square feet of restaurant and commercial retail space; and 150 parking spaces. The proposed project will have 43 fewer occupiable units; 1,600 more square feet of commercial retail space; and proposes 169 fewer parking spaces.

2. Public road access is the same for both projects, primarily on 6th Street and West Whittier Boulevard.

3. Both projects would require demolition of an estimated 27,256 square feet of existing structures.

2. PROCEDURAL CONSIDERATIONS

In 2015 the City of Montebello (City) adopted a Negative Declaration (ND) for a hotel, commercial and residential mixed-use project at the same location. Impacts of all potential facilities were addressed as part of the City's baseline and cumulative environmental evaluation. The City must now determine whether the proposed project described in Section 1.B and D above results in new significant impacts that were not evaluated in the IS/MND, which could trigger the need for an alternative CEQA environmental determination, and must decide whether an Addendum is the appropriate environmental determination for this modified project if it chooses to approve the proposed project entitlements. The 2015 IS/MND provides a baseline and cumulative environmental evaluation and determination for the activities permitted by entitlement approved for the PD2-15 project, which also included infrastructure improvements in the immediate surrounding area.

Addendum No. 1 has been prepared in order to determine whether the new proposed project modifications, summarized above, would result in conditions that would require a subsequent or supplemental environmental impact report and/or ND to be prepared because of new or additional

adverse environmental impacts. This Addendum also reviews any new information of substantial importance that was not known and could not have been known with exercise of reasonable diligence at the time the IS/MND was adopted in 2015. This examination includes an analysis in accordance with the provisions of Sections 15164 and 15162 of the State CEQA Guidelines (summarized above), which outline the criteria and procedures for preparing an Addendum to a previously adopted Negative Declaration.

Also pursuant to CEQA and the State CEQA Guidelines, the City's environmental review of the proposed project modifications is limited to examining the environmental effects associated with the physical changes in the environment from implementing the modified project in comparison to the approved project, i.e., addressing the effects of a smaller overall project being proposed by the CCF. This narrow focus is due to the fact that the IS/MND has already addressed the environmental impacts of constructing and occupying a larger mixed-use project than is being proposed by CCF.

This Addendum, combined with the original Initial Study and Final ND package, serves as the basis for this second-tier environmental review of the City's decision to consider the revised PD2-15 application. Addendum No. 1 modifies the original IS/MND adopted by the City in 2015 as its California Environmental Quality Act (CEQA) environmental determination. No other changes in the approved project are proposed at this time.

Pursuant to the provisions of CEQA and State and local CEQA Guidelines, the City of Montebello is the Lead Agency for the proposed mixed-use project, and is charged with the responsibility of deciding whether or not to approve the proposed modifications to the project as described above and this Addendum as a second-tier CEQA environmental determination. As part of its decision-making process, the City is required to review and consider the potential environmental effects that could result from implementing the modified project relative to the previously approved project. The City has compiled this Addendum as the basis for making a second-tier CEQA environmental determination for the modified project being proposed by CCF.

3. ENVIRONMENTAL ANALYSIS OF THE PROJECT MODIFICATION

Following the City's receipt of the revised site development plan (Revised PD2-15) for the project site, it became clear to the City that the project was modified to an extent that when combined with new environmental issues that have been incorporated into the CEQA review process since 2015, a second-tier environmental document/determination is needed to support a decision for the revised project. The decision was made to prepare an Addendum to provide an evaluation of potential project changes that could result from approving this project modification compared to the project described in the 2015 IS/MND. This a relative comparison of the revised CCF Planned Development to the original approved project to assess the potential environmental impacts that would result from these project changes, in comparison to the impact forecast contained in the 2015 IS/MND. The following evaluation provides a comparative analysis of potential environmental impacts in relation to the facts and findings contained in the original IS/MND document. The following conclusions were developed regarding potential impacts from approval and implementation of the proposed revised project modifications. This analysis follows the format for determining significance included at the end of a standard Initial Study Environmental Checklist Form.

a) POTENTIAL TO DEGRADE: Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact/No Changes or No New Information Requiring Preparation of an additional environmental document.

Biology: The biology issue is evaluated in the IS/MND for ZC2-15 and PD2-15 on pages 7 and 8. The project site is occupied by urban structures and it did not and does not contain any native biological resources. Based on the specific biology resource data for the project site, the implementation of the ZC2-15 and PD2-15 would not cause significant adverse biological resource impacts or increase the adverse biological impacts evaluated as part of the 2015 IS/MND.

Cultural Resources: The cultural resource issue is evaluated in the IS/MND on pages 8 and 9. The project site is occupied by urban structures and cleared open space. It did not and does not contain any cultural resources. Based on the specific cultural resource data for the project site, the implementation of the ZC2-15 and PD2-15 would not cause significant adverse cultural resource impacts or increase the cultural resource impacts evaluated as part of the 2015 IS/MND.

In conclusion, relative to the biological and cultural impacts forecast in the 2015 IS/MND, no significant adverse change or affect is forecast to occur in approving this Addendum and implementing the proposed project modifications incorporated in the revised PD2-15 than that which was approved in the original 2015 IS/MND project. No biological or cultural mitigation is required to support the implementation of the proposed project modifications. The proposed modified project does not represent any change in the project impacts to the existing environment that could cause new or different biological or cultural resource effects.

b) CUMULATIVE IMPACTS: Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when reviewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future project.)

Those environmental resources or issues subject to cumulative effects include the following: aesthetics, agriculture/forestry resources, air quality, energy, greenhouse gas emissions, hydrology/water quality, land use/planning, noise, population and housing; public services and recreation; transportation; and utilities/service systems. In addition, since the 2015 IS/MND was adopted two additional issues have been added to the CEQA Initial Study Environmental Checklist Form: greenhouse gases and energy. Cumulative Biology and Cultural Resource impacts are addressed in the preceding section and no adverse impacts were identified. All other environmental issues were determined not to experience any significant project specific or cumulative adverse environmental impact, in some cases with the implementation of identified mitigation measures. The modified project will reduce the total scope of the approved project, including a reduction of 43 occupiable units. The proposed modified project eliminates 130 occupiable hotel rooms, but adds 87 permanent residences to the site. Thus, none of the identified adverse cumulative effects will result in cumulative impacts greater than those identified within the 2015 IS/MND.

Further, based on the type of project and the potential environmental effects from constructing and occupying the new residences, no new or additional significant cumulative effects will result from implementing the proposed modified project. The following evaluation of each potential cumulative impact issue is provided to substantiate this finding.

Aesthetics*:* Aesthetics issues are discussed in the Initial Study on page 5 of the IS/MND. The project site is located in the downtown portion of the City and is currently fully developed with a mix of office, commercial and other urban uses, as well as one residence an some open space. The proposed modified project will replace the existing structures with new urban structures that must comply with the City's current design requirements. Thus, any aesthetic impacts from the placement and construction of the new buildings will result in minimal aesthetic changes relative to the previously approved development plan for the property. There are no scenic highways in proximity to the site and all scenic vistas in proximity to the project site are highly disturbed and reflect a visual setting similar to that which would be expected in an urban visual setting. Thus, the proposed project implementation is not forecast to cause a significant negative alteration of any aesthetic or visual impacts. No new or cumulatively considerable negative aesthetic impacts will result from implementing the modified project. The end result will still be an urban visual setting of comparable or better quality than the current visual setting.

Agricultural and Forestry Resources: Agricultural resources were evaluated as the sole issue of concern in 2015 in the IS/MND on pages 5 and 6. The project site is in the urbanized portion of the City of Montebello and no agricultural resources occur at or within the vicinity of the project site. Forestry resources have been added to the current Initial Study Checklist, but in this case, it does not require further consideration since the property did not have and currently does not have any forestry resources on the property. No mitigation measures were proposed in the 2015 IS/MND and none are required for the modified project. No cumulative adverse farmland or forestry resource impacts can result from implementing the revised project. This finding is consistent with the finding in the 2015 IS/MND.

Air Quality: Air quality issues are discussed in the 2015 IS/MND on pages 6 and 7. Due to the size of the project, the IS/MND concluded that the proposed project had no potential to exceed South Coast Air Quality Management District (SCAQMD) emission thresholds of significance. All impacts were found less than significant without any mitigation. Based on a trip generation comparison between the original and modified project (refer to Appendix 2), the proposed project will reduce future trips from the project site by an estimated 434 trips per day. This equates to a trip reduction of 25.7%. In addition, there have been substantial changes in circumstances for air quality issues in the region since 2015. First, regional air quality has improved for most criteria pollutants. Second, substantial improvements (reductions) in air emissions from both mobile and area sources have been achieved over the past six years. Finally, based on the adoption of the 2020 building standards, new buildings should have a 7 to 15 percent reduction in energy consumption relative to 2015. Thus, the modified project air quality impacts will be substantially reduced and remain less than significant. No cumulative adverse air quality impacts can result from implementing the revised project. This finding is consistent with the finding in the 2015 IS/MND.

Energy: The topic of Energy was not included in the 2015 IS/MND. It was added to the Initial Study Environmental Checklist Form in 2019. In order to address the project's potential impacts under the Energy issue, the analytical approach will mimic the air quality analysis above. Due to the reduced size of the project (132 affordable residential units and about 10,000 SF of commercial use), the modified project will consume less overall energy than the originally approved project, including less fuel for vehicles (lower vehicle miles traveled and slightly higher

fuel mileage for new vehicles relative to those in 2015). However, the most dramatic change in energy consumption is related to energy use by new buildings. Since 2015 energy consumption for new buildings has been reduced by an estimated 7-15% due to the requirements imposed by Title 24 building standards. Thus, based on the data and findings presented, the proposed modified project will consume less overall energy than the original approved project.

Greenhouse Gas Emissions: The topic of Greenhouse Gas (GHG) Emissions was included in the 2015 IS/MND. GHG issues are evaluated on Page 10 of the IS/MND. Due to the reduced size of the project, the modified project will generate fewer GHG emissions than the originally approved project (by an estimated 25%). Thus, based on the data and findings presented under the air quality discussion, the proposed modified project will generate substantially less GHG emissions than the original approved project, and these emissions are estimated to be well below the SCAQMD threshold (3,000 MT CO2e) due to the reduced size of the project. In addition, both of the developments will incorporate transit-oriented development features to include electrical vehicle parking, and short- and long-term bicycle parking.

Hydrology/Water Quality: The hydrology and water quality (water) issues are discussed on pages 11 through 13 of the 2015 IS/MND. The Initial Study did not identify any mitigation measures, but through conditions of approval a grading plan and drainage plan meeting current City of Montebello and Los Angeles County drainage and water quality standards was required. The current property is fully developed (engineered and compacted) and essentially impervious. Drainage from the site has already been integrated into the City's and County drainage and water quality management systems. Site conditions have not changed since 2015, and any potential hydrology impacts will be addressed through the implementation of best management practices (BMPs) and completion of the drainage study that documents how future stormwater discharges will be managed onsite. Based on preliminary design, neither the original project nor the modified project would cause downstream flooding or degradation of water quality. The current developer must submit and obtain approval from the City for an updated Water Quality Management Plan (WQMP) (a mandatory requirement, not mitigation) to comply with the current stormwater runoff management guidelines for both hydrology and water quality. With approval and implementation of the new WQMP, the proposed modified project will not cause or contribute to site specific or cumulative hydrology or water quality impacts at this location.

Land Use/Planning: Land use and planning issues were evaluated in the 2015 IS/MND, on pages 13 and 14. The analysis in the Initial Study concluded that the proposed project would be consistent with the City's General Plan with the implementation of the zone change (which was approved) and approval of the Planned Development application (also approved). Neither the original or proposed modified projects would physically divide a community nor would they conflict with other plans in place at that time. Since the approval in 2015, there have been minimal changes in the area environment and the planning context. Thus, the land use and planning impacts from the modified project will be comparable to the original project. Overall, the Revised PD2-15 should not cause any new significant adverse land use or planning impacts.

Mineral Resources: Mineral Resources was a topic considered in the 2015 IS/MND on page 14. There are no mineral resource values identified for the project site. Therefore, implementation of the proposed modified development plan for the property has no potential to cause any cumulative adverse impact to mineral resource values.

Noise: The noise issue is evaluated in the 2015 IS/MND on pages 14 and 15. Noise impacts from the original project were found to be less than significant based on compliance with the City's development code. The project site is located in a relatively high urban background noise

environment due to adjacent roadways, Whittier Boulevard and 6th Street in the core area of downtown Montebello. In terms of project changes, the noisiest portion of construction activity is required to minimize noise at the nearest sensitive noise receptor, primarily by observing the City's required construction noise requirements. The proposed modified project will generate an estimated 25% fewer vehicle trips, which will result in a slight reduction in noise generation by the project itself. Thus, from a noise perspective the modified project will have a reduced noise impact than the originally approved project. Therefore, the proposed modified project will result in a less than significant contribution to cumulative noise on the surrounding area.

Population/Housing: The population and housing issue is evaluated in the 2015 IS/MND, pages 15 and 16 and no significant adverse impacts were identified. The original population estimate for the 43-unit project was 135 persons. Based on the proposed modified project's 132 residential units, net population generated is estimated to be 414 persons at the assumed 3.14 persons per unit count in Montebello. However, most of the units will be one bedroom, and the project is designed to assist the City's lower income Regional Housing Needs Allocation (RHNA). Therefore, the proposed modified project will result in a less than significant contribution to regional population growth and will benefit the City's overall housing mix consistent with the City's Housing Element. Therefore, the proposed modified project will result in a less than significant contribution to cumulative population impacts in the surrounding area.

Public Services and Recreation: The public services/recreation issues are evaluated in the 2015 IS/MND on pages 16 and 17. No adverse impacts to any public services were identified. Although the various public service infrastructure systems may have expanded over the past six years and Development Impact Fees (DIF) may have increased for each service system, the City still relies upon the payment of DIF to offset the demand for new services. Through implementation of the standard conditions of approval, potential demands for all public services can be reduced to a less than significant impact level. Therefore, the proposed modified project will result in a similar less than significant contribution to demand for public services.

Transportation/Traffic: The transportation and traffic issues are evaluated in the IS/MND on pages 17 and 18 and based on the adequate capacity on the adjacent streets (Whittier and 6th) the IS/MND concluded the project would have no significant adverse impacts on the circulation system. A trip generation memorandum was developed (Appendix 2) that compared the original and proposed modified projects. Based on this trip generation study, the modified project will generate an estimated 25.7% fewer trips on the adjacent roadways. Also, due to the lack of growth in the immediate vicinity of the project over the intervening years and the current reduced traffic associated with the pandemic, the modified project will not cause a significant adverse impact on the current local area circulation system. The traffic issue of vehicle miles travelled (VMT) was added to the Initial Study Checklist Form in 2019. Therefore, the City requested a study of the proposed project's VMT. The proposed project will generate 25.7 percent fewer trips than the proposed project which constitutes a reduced impact compared to the approved project. However, a key issue is whether the proposed projects VMT impact may be considered significant in its own right. The VMT study prepared by Urban Crossroads is provided as Appendix 3 and it concludes the following: *"Based on our review of the applicable VNT screening criteria, the Project is found to meet proximity to transit based screening. Additionally, the retail component also meets retail project site plan screening. The Project in its entirety does not require further VMT analysis.* Thus, based on the referenced study, the modified project will not cause any significant adverse impacts due to VMT issues.

Tribal Cultural Resources: This issue was not evaluated in the 2015 Initial Study. Regardless, due to this site's urban setting, the potential for exposing Tribal Cultural Resources is considered

minimal. No different impacts to Tribal Cultural Resources will result from implementing the modified project.

Utilities/Service Systems: Utilities and service systems are evaluated in the IS/MND on pages 18 through 20 and all impacts were found to be less than significant with the preparation of a sewer study to verify adequate capacity in the adjacent wastewater collection system and payment of the utility system fees (connection fees, standby fees and installation of onsite infrastructure). In addition, the water company is requiring upgrades to the area water distribution system which is located within adjacent roadways. Sufficient capacity exists in each of these utility systems based on the assumption that the modified project must implement the requirements of the pertinent General Plan policies that apply to this project. Therefore, the proposed modified project will result in a less than significant contribution to cumulative demand for these utilities and service systems.

Based on a direct comparison of the original and modified project, no new significant adverse cumulative impacts will occur. Thus, implementation of the modified project is not forecast to cause any new or more significant cumulatively considerable impacts.

c) *ADVERSE IMPACTS ON HUMANS: Does the project have environmental effects on human beings, either directly or indirectly?*

Less Than Significant Impact/No Changes or New Information Requiring Preparation of an EIR. Those project-related environmental resources or issues that pose a potential to have direct or indirect adverse effects on human beings include the following: air quality, geology and soils, hazards and hazardous materials, hydrology/water quality, noise, and wildfire. The 2015 IS/MND concluded that none of the above environmental issues would experience any significant project specific or cumulative adverse environmental impacts to people. Based on the analysis in support of this Addendum, implementation of the proposed revised development plan will not result in effects on humans any greater than identified in the 2015 IS/MND, and in most cases the overall impact will be less. All environmental issues with impacts to human beings were determined to not experience any direct or indirect significant adverse environmental impact. Thus, based on the type of project and the potential environmental effects from constructing and occupying the affordable housing and market rate, mixed-use project, no new or additional significant effects on human beings will result from implementing the proposed Revised PD2-15 project. The following evaluation of each potential impact issue is provided to substantiate this finding.

Air Quality: Air quality issues are discussed in the 2015 IS/MND on pages 6 and 7. Due to the size of the project, the IS/MND concluded that the proposed project had no potential to exceed South Coast Air Quality Management District (SCAQMD) emission thresholds of significance. Emissions from constructing and occupying the proposed smaller structures at the site will reduce less than significant construction emissions to the extent feasible. There have been limited changes in circumstances for air quality issues since 2015. First, regional ambient air quality has improved for most criteria pollutants. Second, new National Ambient Air Quality Standards have been established for PM2.5 and Ozone. Third, improvements (reductions) in air emissions from both mobile and area sources have been achieved. Finally, the number of trips and vehicle miles traveled will be reduced due to a reduction of about 25% of project trips under the modified project. Thus, the revised project air quality impacts remain less than significant, and no new mitigation measures need to be implemented as emissions will be less than originally forecast. Based on this finding, the proposed project will not contribute to a significant adverse air quality impacts to human beings.

Geology and Soils: The geology and soil issues are evaluated in the 2015 IS/MND on pages 9 and 10. The project site was identified as having minimal geologic or soil constraints. There are no active faults, no landslide risk, no known subsidence hazards, and no expansive soils. The site is subject to ground-shaking from regional seismic events. The 2015 IS/MND required a geotechnical report to be prepared in conformance with standard City requirements and this report will also be required for the proposed modified project. Project site geology and soil resources and hazards remain the same as identified in the 2015 IS/MND. Based on the preceding findings, the proposed revised project will not contribute to new or greater significant geology or soil impacts to human beings.

Hazards and Hazardous Materials: The hazards and hazardous materials issues are evaluated in the 2015 IS/MND on pages 10 and 11. The project site did and does not contain any known contaminated sites and otherwise the proposed mixed uses (residential and commercial uses) were identified as having a minimal potential to create new hazards or cause contamination due to onsite use or sale of hazardous materials. The uses are similar (even the hotel use is a mix of commercial and residential uses) and there is no change in circumstances since 2015. Based on the preceding findings, the proposed project will not contribute to new or greater significant hazards or hazardous materials impacts to human beings.

Hydrology and Water Quality: The hydrology and water quality (water) issues are discussed on pages 11 through 13 of the 2015 IS/MND. The Initial Study did not identify any mitigation measures, but through conditions of approval a grading plan and drainage plan meeting current City of Montebello and Los Angeles County drainage and water quality standards was required. The project site is not exposed to significant flood hazards and will not expose future residents to significant hazards in the future. Based on preliminary design the original project would not cause downstream flooding or degradation of water quality. With submittal and approval of a new WQMP, the proposed modified project will not cause or contribute to site specific or hydrology or water quality impacts at this location. Based on the preceding findings, the proposed project will not contribute to new or greater significant hydrology or water quality impacts to human beings.

Noise: The noise issue is evaluated in the 2015 IS/MND on pages 14 and 15. Noise impacts from the original project were found to be less than significant based on compliance with the City's development code. The project site is located in a relatively high urban background noise environment due to adjacent roadways. Since the proposed modified project will generate about 25% fewer trips on the surrounding roadways (primarily Whittier and 6th), the proposed modified project will result in a less than significant contribution to human noise exposure to the surrounding area. Therefore, the proposed modified project will result in a less than significant contribution to noise impacts at the site and on the surrounding circulation system.

Wildfire: Wildfire is a new issue added to the Initial Study Checklist Form in 2019, thus it was not addressed in the 2015 IS/MND. To address the new issue of Wildfire, the site was reviewed for potential wildfire hazards for this IS/MND. This is a totally urbanized area and has been, with no potential exposure to wildfire hazards. This circumstance applied to the project in 2015 and continues to be valid. Therefore, the proposed modified project will result in a less than significant exposure to wildfire hazards and poses no contribution to demand for public services under this issue.

Based on a direct comparison of the original and modified project, no new significant adverse human impacts will occur from implementing the modified project. Thus, implementation of the revised project is not forecasted to cause any new or more significant human impacts.

4. CONCLUSION

The information presented in the 2015 IS/MND for PD2-15 was used as a basis for the analysis in this Addendum, updated with current information from sources cited, referenced, and attached. Upon review of the 2015 IS/MND, the information and findings in this Addendum and all supporting evidence, it is the conclusion of this Addendum that the potential adverse environmental impacts from implementing the proposed revised project modifications, as described in Section 1.B of this document, will not cause any new or more significant impacts to the environment than described in the 2015 document as summarized in this Addendum and Appendix 1. There are no new or more significant impacts that result from the proposed revised project modifications, based on continuing to implement the commitments in the 2015 IS/MND.

This Addendum provides the City of Montebello with new and updated information substantiating the conclusion that the proposed revised project modifications will not cause substantial new or more significant physical changes to the environment that would require preparation and processing of a new negative declaration or a new environmental impact report. Such documentation would only be required due to the involvement of new significant environmental effects, new mitigation measures being available, or substantial increase in the severity of previously identified significant effects from implementing the original project (Section 15162, State CEQA Guidelines). The facts and findings cited above and provided in this Addendum allow the City to use an Addendum in accordance with Section 15164 of the State CEQA Guidelines for considering approval of Revised PD2-15.

Pursuant to CEQA Section 15164, the IS/MND adopted in 2015, as updated with this Addendum, can be relied upon for documentation of the effects of considering the Revised PD2-15 on the previously approved development site. Because the changes in this project do not exceed the thresholds outlined in Sections 15162 and 15164 of the State CEQA Guidelines, no further analysis of the environmental impacts of the project is required in a Supplemental/Subsequent EIR or MND. The proposed revised project does not substantially alter the conclusions contained in the IS/MND as adopted by the City in 2015. The analysis presented above of the modifications to the adopted project justifies the issuance of Addendum No. 1 to the City's original 2015 IS/MND.

This Addendum No. 1 to the Initial Study for the proposed Revised PD2-15 project includes the changes or additions necessary to make the adopted environmental document adequate under CEQA for the proposed project modifications and new entitlement. This Addendum incorporates the adopted 2015 IS/MND, this document, and all staff reports and information submitted to the decision-makers regarding environmental issues affected by the proposed revised project. This Addendum is intended as a document containing additional information to provide decision makers and others, as appropriate, with an objective assessment of the potential environmental impacts associated with the implementation of the proposed project modifications as defined in Revised PD2-15.

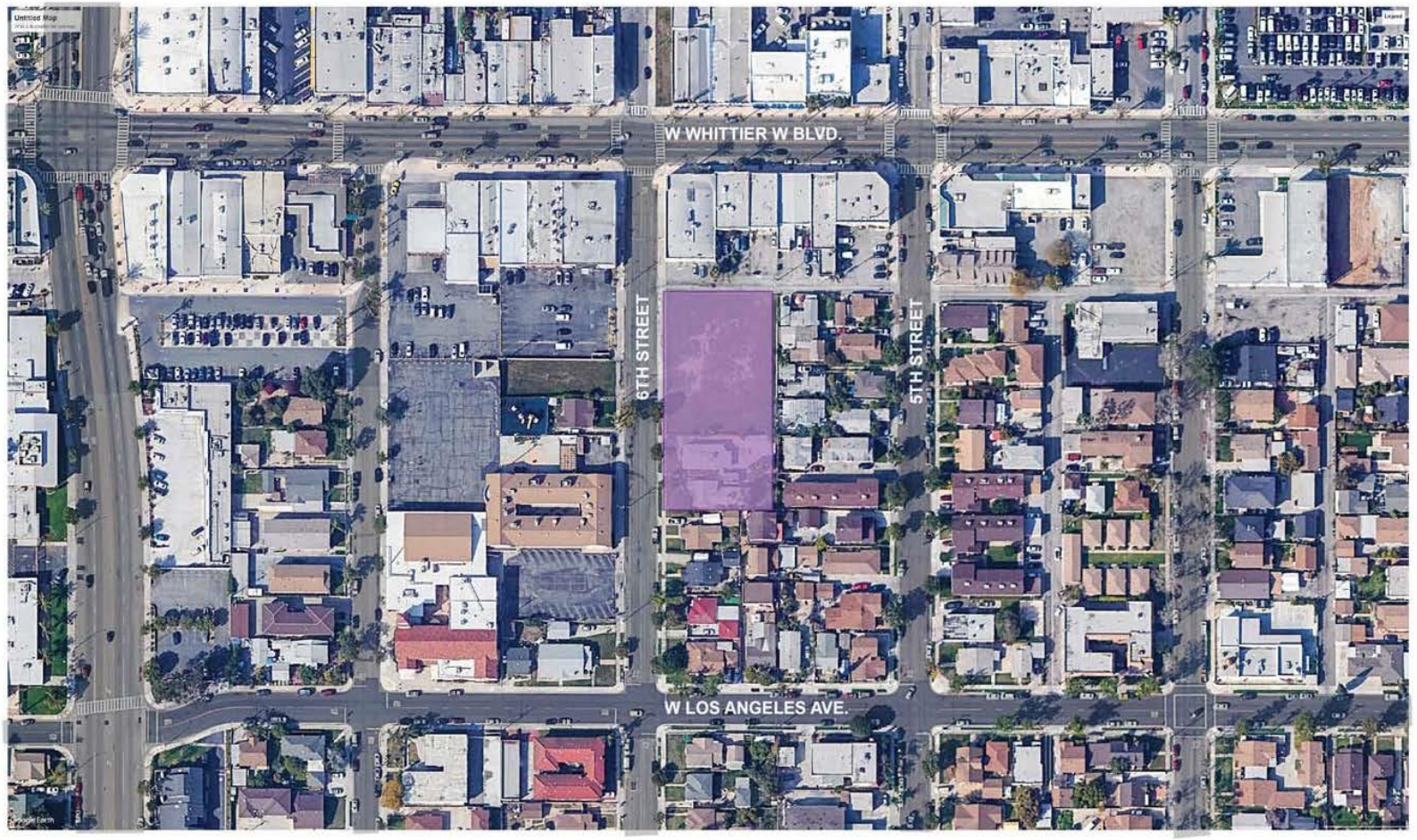
5. REVIEW AUTHORITY

The City of Montebello serves as the CEQA lead agency for this project. It is recommended that an Addendum be adopted as the appropriate CEQA environmental determination for the proposed project modifications, which are outlined in Revised PD2-15, the supporting application, and the supporting findings and conditions of approval.

6. CERTIFICATION

Mr. Joseph Palombi, Community Development Director

FIGURES



VICINITY MAP

GGA CCF MONTEBELLO

AUGUST 2020

FIGURE 1a

Tom Dodson & Associates
Environmental Consultants

Site Location (6th Street)

VICINITY MAP

CCF MONTEBELLO

AUGUST 2020

FIGURE 1b

Tom Dodson & Associates
Environmental Consultants

Site Location (Whittier Blvd.)

FIGURE 2a

Tom Dodson & Associates
Environmental Consultants

Depiction of Proposed Site (6th Street)

FIGURE 2b

Tom Dodson & Associates
Environmental Consultants

Depiction of Proposed Site (Whittier Blvd.)

APPENDIX 1

NOTICE OF PUBLIC HEARING
CITY OF MONTEBELLO CITY COUNCIL

Planned Development 2-15 and Zone Change 2-15
501-525 W. Whittier Blvd.

Project Description: Montebello Development Two, LLC has submitted applications for a zone change and a planned development. The zone change would change the C-2 to PD to allow hotel, residential, retail, and restaurant as allowed uses for the project site and a Planned Development for the construction of a series of structures that include a hotel building of six-stories and a mixed-use building of six-stories. The hotel would consist of 130 rooms and the mixed use building would consist of 45 residential dwellings and approximately 8,500 square feet of retail and restaurant space. A Parking Management Plan is included to provide 316 parking spaces of which 229 are on-site of which 164 are subterranean and 65 are at grade level; 37 parking spaces would be on-street; and 50 parking spaces leased off-site.

Zone: C-2 (Commercial)

General Plan Designation: Boulevard

Environmental: A Mitigated Negative Declaration has been prepared and posted.

NOTICE IS HEREBY GIVEN that the City of Montebello City Council will hold a public hearing on the Initial Study, Mitigated Negative Declaration and proposed applications. The meeting is scheduled on:

Date: Wednesday, October 14, 2015
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

Any party interested in speaking may appear at the public hearing and comment on the project. Written comments may also be mailed or delivered to the City of Montebello City Council at the City Clerk Office address identified below. If you challenge the matter in court, you may be limited to raising those issues you or someone else raised at the public hearing, or in written correspondence delivered to the City of Montebello at, or prior to, the public hearing.

For more information about the project and the related environmental documentation please contact:

Contact Person: City Clerk
Phone: 323.887.1200 **Fax:** 323.887.1488
Email: LGuzman@cityofmontebello.com
Address: City of Montebello, City Hall, Planning Division, 1600 W. Beverly Blvd, Montebello, CA 90640
City Website: www.cityofmontebello.com

RESOLUTION NO. ___

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THAT THE CITY COUNCIL APPROVE AND ADOPT THE MITIGATED NEGATIVE DECLARATION AND APPROVE ZONE CHANGE (ZC2-15) AND PLANNED DEVELOPMENT (PD2-15) FOR THE PROJECT LOCATED AT 501-525 W. WHITTIER BLVD.

WHEREAS, a Zone Change (ZC2-15) and Planned Development (PD2-15) has been received and accepted; and

WHEREAS, the zone change is from C-2 (Commercial) to PD (Planned Development); and

WHEREAS, the PD zone would include residential as an allowed use in addition to the already allowed uses in the C-2 zone for the project site located at501-525 W. Whittier Blvd.; and

WHEREAS, the planned development would allow the construction of a six story in height building consisting of a hotel with 140 rooms and approximately 3,300 square feet for restaurant use; a six story in height building consisting of 45 residential units, approximately 3,600 square feet of restaurant use, and approximately 1,600 square feet of retail use; and 316 parking spaces on-site and off-site; and

WHEREAS, the planned development would allow the hotel to have 130 rooms, approximately 6,900 square feet total restaurant use, approximately 1,600 square feet of retail use, 299 on-site parking spaces on two levels, and 87 off-site parking; and

WHEREAS, the planned development would include a parking management plan for 87 off-site parking that includes 16 parking spaces at 121 S. 6th St, 50 parking spaces at Newmark Mall, and 21 parking spaces on the street; and

WHEREAS, the Zone Change (ZC3-15) and Planned Development (PD3-15) is considered a "project", per the California Environmental Quality Act definition of a "project"; and

WHEREAS, a Mitigated Negative Declaration was prepared which analyzed the potential environmental impacts and found with mitigation the potential environmental impacts can be reduced to a significance threshold of Less Than Significant; and

WHEREAS, the mitigation measures would be: (i) during construction BMP to control dust and noise; and (ii) As a part of the conditions of approval, Hydrology Study, Sewer Study and Geotechnical Study will be required as a part of the grading plan; and

WHEREAS, a Notice of Intent was prepared and recorded at the Los Angeles County Clerk Office notifying the public of the public review period from June 16, 2015 and ends July 6, 2015; and

WHEREAS, the Conditions are necessary; and

WHEREAS, the Planning Commission finds as follows:

a. The development would conform with the City of Montebello General Plan Land Use Element, Goal 1 "To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development" because the development will occupy a vacant and under-utilized space and provide market rate rental housing and bring taxable revenue to the City.
b. The Zone Change would be in compliance with MMC Section 17.76 because the reclassification of specific properties from one zone to another had been initiated by the property owner and is in the best interest of the City in achieving the goals and policies of the General Plan.
c. The Planned Development is in compliance with MMC Section 17.38 because the purposes of the Planned Development is to provide a mechanism that allows the development of large residential, commercial and industrial complexes in such a manner to insure that such proposed developments are consistent with the elements of the general plan, and any applicable specific plan, and to assure that such developments will be compatible with surrounding existing and proposed land uses. Furthermore, the Planned Development allows for a flexible or creative approach to the development of a site than would be possible under strict adherence to the zoning code standards
d. The design of the building is compatible with the surrounding neighborhood because there is not a defined Architectural style for the area, no defining design characteristics unique to this area and the landscape incorporated throughout the project to minimize the visual effects to the adjacent properties. The mix of landscape material of varying heights, exterior building material and design elements minimizes the height impact and will improve the existing developed property and increase the quality of development on the site and surrounding area

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

SECTION 1. That the Planning Commission recommends that the City Council find that Zone Change (ZC2-15) and Planned Development (PD2-15) will not have a significant impact on the environment as evidenced by the Initial Study and approve and adopt the Mitigated Negative Declaration.

SECTION 2. That the Planning Commission recommends that the City Council approve Zone Change (ZC2-15) to rezone the property from C-2 (Commercial) to PD

(Planned Development) zone to include residential as an allowed use to the already allowed uses of the C-2 zone.

SECTION 3. That the Planning Commission recommends that the City Council approve Planned Development (PD3-15) with conditions and plans.

PASSED AND ADOPTED this 7th day of July, 2015 by the following vote of the Planning Commission.

AYES: Commissioner(s):

NOES: Commissioner(s):

ABSENT: Commissioner(s):

ABSTAIN: Commissioner(s):

Ashod Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission

CONDITIONS OF APPROVAL

GENERAL

1. The development and utilization of the subject site shall be substantially conform to the plans, except as provided for herein and by subsequent revisions found by the Planning Manager to be in substantial compliance with these provisions.

2. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Planned Development (PD3-15).

3. The Planning Manager, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may recommend to the City Council to revoke the Planned Development (PD3-15) and Zone Change (ZC3-15) if sufficient cause is given.

4. The applicant or successor in interest shall meet the applicable code requirements of all other City Departments.

5. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

6. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

7. Any change, expansion, intensification and/or modification to the plans, use, or mode of operations shall be subject to the review and approval by the Planning Manager.

8. The property owner will remove all graffiti on the site within 24 hours of its appearance.

9. A copy of the approved Resolution and conditions shall be included in the cover sheet of the construction plans.

10. The approval of this Zone Change (ZC3-15) and Planned Development (PD3-15) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean issuance of a building permit to commence construction, or similar activities demonstrating the intent to proceed with the project, as determined by the Planning Manager.

11. The approval of this Zone Change (ZC3-15) and Planned Development (PD3-15) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Planning Manager.

12. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the operator shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

13. Prior to the issuance of a Certificate of Occupancy the applicant shall post a notice in a conspicuous location at the building entry stating that, "This site is regulated by a Planned Development, and its associated Acceptance Form, which includes the establishment's conditions of approval. These documents are available upon request." This notice shall remain posted at all times the establishment is in operation.

14. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

15. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Planning Manager prior to issuing a building permit.

16. The applicant shall comply with all Federal, State, and local laws.

17. No pay telephone(s) on the exterior of the premises.

18. No coin operated games or video machines maintained upon the premises at any time.

19. All signage is subject to final review and approval by the Planning Manager.

20. All temporary signage is subject to the restrictions of the City's sign ordinance.

21. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

22. An exterior lighting plan, including specifications of the proposed fixtures, shall be submitted to the Planning Manager prior to the issuance of any building permits. No light sources (i.e. bulb) shall be visible from any location off the site.

23. Adequate parking lot illumination shall be provided and maintained subject to the review and approval by the Police Department of a Photometric Plan certified by a licensed lighting engineer, including but not limited to the following:
    a. A maximum of 5 foot-candles in parking lots. The maximum lighting level to average lighting level ratio shall not exceed 2.5 to 1.
    b. A maximum of 10 foot-candles along fronts of buildings and along main drive aisles. The maximum lighting level to average lighting level ratio shall not exceed 2.5 to 1
    c. Lighting levels shall not exceed 0.5 foot-candles at any common property line with property zoned, used, or planned for a residential use.
    d. Security lighting controlled and activated by motion sensor devices for duration of less than 15 minutes are exempt from these standards.

24. Light sources that are more than three feet in height above finished grade shall be a full cutoff so as to not direct light skyward, and shall be so arranged by means of filters or shields to avoid reflecting lighting onto adjoining properties or streets.

25. Construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays, and legal holidays, except in the case of an emergency where such action is immediately required to prevent injuries to persons or damage to property, as determined by the Building Official.

26. A sign shall be posted on the property, subject to the review of the Planning Manager, which shall identify the address and phone number of the owner and/or applicant for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.

27. A sign plan, showing size and location of all signs, shall be submitted to and approved by the Planning Manager prior to the issuance of any permits to commence installation of signs.

28. If, at any time, a litter problem arises, the Planning Manager may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Planning Manager, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

29. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

30. The project shall comply with the provisions of the Noise Ordinance at all times.

31. The property and use is subject to review and approval by any other jurisdictional agency or department and any conditions imposed.

Public Works

32. The proposed hotel and mixed-use development includes 72,000 square feet six (6) story hotel with full service restaurant, 45 residential townhouse units and the 66,000 square foot commercial development, and subterranean parking structure. 8300 SF

    A. A subdivision map in conformance with the State Map Act is required.

    B. An application for a Tentative Tract Map must be submitted to the Planning Division for processing and approval.

33. Requirements for the final map are as follows:

    A. All fees for processing the final map shall be paid.

    B. Submittal of a final map prepared in conformance with the Subdivision Map Act shall be prepared by a State of California registered Civil Engineer and submitted for review by the City Engineer. A title report for the subject property current within 2 months is required. Closure calculations and a traverse are required for the perimeter of the entire area. Legal descriptions are required for any newly created lots. A Tract Map "for Condominium Purposes" is required if there is going to be condominiums built and sold.

C. Dedication to the City of Montebello of an additional five (5') feet of right of way along the south side of Whittier Boulevard, to forty five (45') feet south of the street centerline is required.

D. Preparation and submittal of a Traffic Impact Study (TIS) to the Engineering Division of a prepared by a California Registered Civil Engineer or Traffic Engineer is required. Traffic improvements in addition to those mentioned below will be required based on the recommendations of the TIS. The limits of the TIS will be provided under separate cover.

E. Reconstruction of traffic improvements within the intersection of 6th Street and Whittier Boulevard will be required

F. Reconstruction of traffic improvements within the intersection of 5th Street and Whittier Boulevard will be required.

G. Relocation of all utilities will be required to facilitate the vacation of the alley south of Whittier Boulevard from 5th to 6th Streets. The Developer will provide a Utility Study which includes but is not limited to an Existing Utility Map and a Proposed Utility Map. The study will include impacts on existing adjacent properties and schedules for utility interruption and relocations. The study will include a public outreach program for keeping adjacent owners appraise of any impacts on their public utility services.

H. Pavement improvements are required as follows: Grind and overlay Whittier Boulevard with new 2" AC Pavement and restripe between 6th Street and 5th Street. Also grind and overly 2" thick and restripe 5th Street and 6th Street from Whittier Boulevard to Los Angeles Avenue.

I. Grading & Drainage Plans and improvement plans for all offsite improvements shall be prepared by a California Registered Civil Engineer and submitted to the Engineering Division for review. Plans for street lighting and for landscape & irrigation shall be required.

J. A Permit from the Public Works/Engineering Department including permit fees is required for all work within the City Right-of-Way.

K. In lieu of constructing the required public improvement prior to approval of the final map, the developer may submit a subdivision agreement and bonds for City Council approval for purposes of deferring the improvements for one year or as approved by the City.

L. Submittal of "Will Serve" letters will be required from all utility companies who will be required to serve this development.

M. Recordation of CC&R's or other documentation that specifies that the property owners of this subdivision will be responsible for the maintenance of all onsite improvements including but not limited to roads, utilities and buildings.

34. Prior to issuance of the Building Permit, all conditions indicated in Condition # 33 and the following additional requirements shall be satisfied:

A. Submittal of a Soils/Geology Report prepared by a registered Geotechnical Engineer/Geologist. The report shall provide soil permeability indexes for all soil types found within the project limits.

B. Submittal of a Grading Plan prepared by a registered Civil Engineer for review and approval by the City Engineer.

C. Submittal of a Hydraulic/Hydrology Report prepared by a Registered Civil Engineer for review and approval by the City Engineer, which includes calculations for any drainage device and which confirms the capacity and condition of the existing drainage system to accept flow from proposed development.

D. Submittal of a Erosion Control Plan which conforms with the NPDES requirements prepared by a Registered Civil Engineer for review and approval by the City Engineer.

E. Submittal of a NPDES Project Evaluation Form and a Storm Water Pollution Prevention Plan (SWPPP). A sample SWPPP for all projects greater than one acre can be obtained from the following internet site: www.cabmphandbooks.com/Documents/Construction/Appendix_B.pdf).

F. Submittal of an Urban Storm Water Mitigation Plan (USWMP) per City Ordinance No. 732.

G. Submittal of a Utility Plan for review and approval by the City Engineer and Building & Safety Department for the construction of any proposed offsite or private onsite sanitary sewer and water systems. Show all proposed underground utilities that would service the proposed development.

H. Prior to issuance of the Grading Permit, all conditions indicated in Section B and C shall be satisfied.

I. Obtain a Grading Permit from the Public Works/Engineering Department

J. In lieu of constructing the required public improvement prior to approval of the final map or issuance of Building Permits, the developer may submit a subdivision agreement and bonds for City Council approval of deferring the improvements for one year or as approved by the City.

K. A Sewer Study is required. The limits of the study will be provided under separate cover. A video record will be provided for all sewers within the study area to determine their existing condition. Sewers will be monitored for a 14-day period to determine existing flow rates. The study will provide calculations for pre-project and post-project flows. Sewer improvements will be determined after the sewer study is reviewed. The study will be signed and stamped by a registered California Civil Engineer.

L. An ALTA survey will be required for the project area. The ALTA will be signed and stamped by an LS registered in California. The limits shall include the entire Public right-of-way for all streets fronting the project site.

Police

35. None

Fire Department

36. Compliance with the current edition of the California Fire Code

37. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site

38. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions; and

39. Compliance with all nationally recognized standards, laws, and ordinances.

APPENDIX 2

URBAN CROSSROADS

urbanxroads.com

August 5, 2021

Mr. Tom Dodson
Tom Dodson & Associates
PO Box 2307
San Bernardino, CA 92406-2307

SUBJECT: 6TH STREET GRAND & WHITTIER BOULEVARD RESIDENTIAL TRIP GENERATION ASSESSMENT

Dear Mr. Tom Dodson:

Urban Crossroads, Inc. is pleased to provide the following Trip Generation Assessment for 6th Street Grand & Whittier Boulevard Residential development which is located at 501-525 W. Whittier Boulevard and 112, 114, and 125 S. 6th Street in the City of Montebello. The purpose of this work effort is to assess the potential changes in trip generation associated with the update to the uses proposed for the Project from the currently approved project uses.

BACKGROUND

The Project is proposing to develop one structure with 63 affordable units on the first lot, with 69 affordable units and 10,100 square feet of restaurant/commercial retail space on the second lot.

APPROVED PROJECT

A traffic assessment was previously prepared for the site was by Kunzman Associates, Inc., dated January 26, 2016 (referred to as 2016 Traffic Assessment). The Project that was evaluated in the 2016 Traffic Assessment consisted of 45 condominium dwelling units, 1,600 square feet of specialty retail use, 6,900 square feet of restaurant use, and a 130-room hotel.

Trip generation represents the amount of traffic that is attracted and produced by a development and is based upon the specific land uses planned for a given project. In order to develop the traffic characteristics of the currently approved Project, trip-generation statistics published in the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition, 2012) and the San Diego Association of Governments (SANDAG) (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (April 2022) was used to estimate the trip generation.

Pass-by trip reductions have been applied to the proposed Project uses based on percentages have been obtained from the ITE Trip Generation Handbook (2nd Edition, 2012) for the restaurant use only. These percentages represent traffic that is already on the roadway today that would make an intermediate stop at the site before continuing on to their ultimate destination.

As shown in Table 1, the approved Project was anticipated to generate 2,271 two-way trips per day, with 90 trips generated during the AM peak hour and 144 trips generated during the PM peak hour.

TABLE 1: APPROVED PROJECT TRIP GENERATION SUMMARY

Land Use	Quantity	Units[2]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Condominiums	45	DU	3	16	19	16	8	24	261
Specialty Retail[2]	1.600	TSF	1	1	2	2	2	4	71
High Turnover (Sit-Down Restaurant)[3]	6.900	TSF	0	0	0	41	27	68	877
Pass-By (44% PM):			0	0	0	-18	-12	-30	0
Restaurant Subtotal:			**0**	**0**	**0**	**23**	**15**	**38**	**877**
Hotel	130	RM	41	28	69	40	38	78	1,062
Approved Project Total:			**45**	**45**	**90**	**81**	**63**	**144**	**2,271**

[1] DU = Dwelling Units; TSF = thousand square feet; RM = Rooms

[2] Source: San Diego Association of Governments (SANDAG) (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002.

[3] The Applicant has expressed that no restaurant tenants would be open by 9:00 AM, so, morning peak hour trip generation will be nominal.

PROPOSED PROJECT

The Project is proposing to develop one structure with 63 affordable units on the first lot, with 69 affordable units and 10,100 square feet of restaurant/commercial retail space on the second lot. Consistent with the currently adopted Project, the restaurant/commercial retail square footage has been split assuming approximately 80% of restaurant use (8,080 square feet) and 20% specialty retail use (2,020 square feet). In an effort to be consistent with the approved Project trip generation assumptions, the pass-by reduction of 44% has only been applied to the PM peak hour for the restaurant use.

Table 2 presents the trip generation rates obtained from the ITE Trip Generation Manual (10th Edition, 2017) for the proposed mix of uses. The multifamily (mid-rise) residential trip generation rates have not been utilized for the Project but has been provided for informational purposes to demonstrate that those rates are less than the affordable housing rates utilized for the Project trip generation calculations. The trip generation rates for both the multifamily (mid-rise) residential and affordable housing are based on dense multi-use urban areas as opposed to rural/suburban areas. ITE defines dense multi-use urban areas as fully developed areas with diverse and complementary land uses that could interact with one another, has good pedestrian connectivity, and convenient/frequent transit stops. Similar to the approved Project, the proposed Project restaurant uses also assumes that restaurant tenants would not likely be open by 9:00 AM, so morning peak hour trip generation would be nominal. Trip generation rates for ITE Land Use Code 221 and 223 are provided in Attachment A.

The resulting trip generation for the proposed Project is shown on Table 2. As shown in Table 2, the proposed Project is anticipated to generate 1,692 two-way trips per day with 65 AM peak hour trips and 101 PM peak hour trips.

TABLE 2: PROPOSED PROJECT TRIP GENERATION SUMMARY

Land Use[1]	ITE Code	Units[2]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Multifamily (Mid-Rise) Residential[3]	221	DU	0.02	0.18	0.20	0.13	0.05	0.18	2.59
Affordable Housing[4]	223	DU	0.06	0.42	0.48	0.27	0.10	0.37	5.33
Specialty Retail	--[5]	TSF	0.72	0.48	1.20	1.80	1.80	3.60	40.00
High-Turnover Sit-Down Restaurant	932	TSF	5.47	4.47	9.94	6.06	3.71	9.77	112.18

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Tenth Edition (2017).

[2] DU = Dwelling Units; TSF = thousand square feet

[3] Trip generation rates from ITE for Dense Multi-Use Urban area.

[4] Affordable housing trip generation for Dense Multi-Use Urban area. No daily rate available so assumed 14.4 times the PM peak hour.

[5] Source: San Diego Association of Governments (SANDAG) (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002.

Land Use	Quantity	Units[1]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Affordable Housing	132	DU	8	56	63	35	14	49	704
Specialty Retail	2.020	TSF	1	1	2	4	4	8	82
High-Turnover Sit-Down Restaurant[2]	8.080	TSF	0	0	0	49	30	79	906
Pass-By (44% PM):			0	0	0	-22	-13	-35	0
Restaurant Subtotal:			**0**	**0**	**0**	**27**	**17**	**44**	**906**
Proposed Project Total:			**9**	**57**	**65**	**66**	**35**	**101**	**1,692**

[1] DU = Dwelling Units; TSF = thousand square feet

[2] The Applicant has expressed that no restaurant tenants would be open by 9:00 AM, so, morning peak hour trip generation will be nominal.

PROJECT TRIP GENERATION COMPARISON

As shown in Table 3, the development of the proposed Project is anticipated to generate 579 fewer two-way trips per day with 25 fewer AM peak hour trips and 43 fewer PM peak hour trips as compared to the approved Project. This equates to a 28% reduction during the AM peak hour, a 30% reduction during the PM peak hour, and a 26% reduction to daily two-way trips.

TABLE 3: TRIP GENERATION COMPARISON

Land Use	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Approved Project	45	45	90	81	63	144	2,271
Proposed Project	9	57	65	66	35	101	1,692
Variance	**-36**	**12**	**-25**	**-15**	**-28**	**-43**	**-579**

CONCLUSION

Based on City of Montebello requirements, a detailed traffic study is generally required if the proposed new development or expansion is forecast to generate 50 or more peak hour trips. Since the proposed Project would result in a net reduction to the PM peak hour in comparison to approved Project. Therefore, no additional traffic-related deficiencies are anticipated as a result of the proposed development that is currently being contemplated in addition to those previously disclosed for the adopted Project in the 2016 Traffic Assessment.

If you have any questions, please contact me directly at (949) 861-0177.

Respectfully submitted,

URBAN CROSSROADS, INC.

Charlene So

Charlene So, PE
Associate Principal

ATTACHMENT A: INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) TRIP GENERATION RATES

ITE Trip Generation 10th Edition Hits the Street

Jeffrey R. Parenti, P.E., PTOE, ENV SP

Traffic engineers and transportation planners around the world have the awesome responsibility of predicting how much traffic a development will generate many years in the future–usually before it is anything more than an architect's concept plan. For more than 40 years, ITE has helped us with this daunting task by providing an instrumental, but well-worn reference: Trip Generation. Th is publication has recently made a giant leap forward and will give ITE members many new ways to complete the first step of the four-step modeling process: trip generation, the foundation on which all traffic impact studies are built.

The 10th Edition was rolled out at the Joint ITE/CITE 2017 Annual Meeting and Exhibit in Toronto, Canada, where review copies were made available. You can order the new manual at www.ite.org/tripgeneration. For this article, I interviewed ITE Traffic Engineering Senior Director, Lisa M. Fontana Tierney, P.E., from Washington, DC, who generously provided detailed answers to the NEITE Chronicle's questions.

About Trip Generation

If you don't have the Trip Generation Manual on the shelf in your cubicle, here is a little background on one of our most-used references. The Trip Generation Manual is a compilation of thousands of land development traffic studies condensed to a single source. The Trip Generation Manual splits each traffic study into land use codes. General Office (Land Use Code 710), Hotel (LUC 310), and Single-Family Detached Housing (LUC 210) are some of the more common ones, but there are more specialized codes as well.

Each LUC is further subdivided by at least one, and often two or more, independent variable(s) (such as square footage, rooms, or units) and time period (for example weekday or AM peak hour). A sample page in the Trip Generation Manual provides a graph with all the data points for that time period, independent variable, and LUC showing each data point and best fit lines. All have an average trip rate and many also have a fitted curve. Most provide a coefficient of determination (more commonly known as R2) so the analyst has an idea for how predictive the independent variable is for the data set.

For nearly any development the client can imagine, we can estimate the number of vehicle trips the project will likely generate in a single hour or entire day using this manual.

But the first nine editions of Trip Generation did have limitations. Many of the data points were taken in suburban or even rural areas with no access to transit, places that bear little resemblance to some of the denser, more urban areas. In those cases the analysts must convert the ITE estimate to person trips (by assuming an average vehicle occupancy) and then convert them back to vehicle trips after estimating the mode split.

Second, most ITE data points came from parcels with a single land use. As mixed-use developments became more popular, we were left trying to estimate the level of ''internal capture'' for the development as a whole. From a mathematical standpoint, we argued the project was not the sum

of its generating parts. This theory is sometimes met with a skeptical eye from local zoning or planning boards.

Third, the estimating process is rather cumbersome. Well into the digital age, we thumb through a tome searching for the land use that most closely represents our project, and flip to the page with the right combination of independent variable and time period. Finally, we type the numbers into our computer, often using a spreadsheet we created ourselves. After we are done, the book takes up valuable real estate on our cluttered desk.

How will the new edition answer the above and other concerns shared by the ITE community? Before we get to the features of the 10th Edition, let's take a look at how far the Trip Generation Manual has come in four decades.

A Little History

ITE published the first edition of Trip Generation in 1976 and it had less than 200 pages. Below is a summary of some selected versions since then.

Compiling the 10th Edition

In preparation for the newest edition, the Institute asked its members for help. ITE solicited engineers and planners to submit studies for review to be included. The effort was a great success. ITE's trip generation database increased by 1,700 sites, or more than a 30 percent increase since the 9th Edition.

At the same time, some data was removed. The original version of the database included data as far back as the 1960s. ITE reviewed the data set and elected to exclude all data prior to 1980 from the new data set. And as we will see later, users can now choose the age range of their own study.

What's in the Box?

The 10th Edition of the Trip Generation Manual is available in fully electronic form or as a multi-volume set of bound books similar to the 9th Edition:

• Trip Generation Manual 10th Edition, Volume 1–Desk Reference (available as a hard copy or in pdf format): Provides a detailed description of new urban and person-based trip data, key instructional information, sample plots, and identifies significant changes from the previous edition.

• Trip Generation 10th Edition, Volume 2–Data Plots (available in PDF Format or in a three volume hard-copy set): Includes a complete set of searchable electronic files including land use descriptions and plots for all land use/time period/independent variable/setting combinations. This material was previously published only in hard-copy format.

• Trip Generation Handbook, 3rd Edition (available as hard copy or in pdf format): Provides new guidance on proper techniques for estimating person and vehicular trip generation rates; updates guidance for the evaluation of mixed use developments and the establishment of local trip generation rates; and expands pass-by trip and truck trip generation data.

But in addition to the books, the 10th Edition will have an exciting new feature: a Web app called ITETripGen. This is a desktop application that allows electronic access to the entire trip generation dataset with numerous filtering capabilities including site setting (i.e., rural, suburban, urban), geography, age of data, development size, and trip type (person or vehicular trips).

No matter the combination of land use code, setting type, data age, and independent variable, the result will still be presented as a plot with an average generation rate along with fitted curves, similar to the previous editions.

Data Parsed by Setting Type

Recognizing that estimating trips in a dense city setting is difficult using data collected in a suburban setting, ITE for the first time has identified the setting type for each data point in its set. This will allow the analyst to craft a study using only data that is analogous to the proposed project.

The Institute has defined four setting types: Center City Core, Dense Multi-Use Urban, General Urban/Suburban and Rural. ITE defines each of them as follows:

The Center City Core is the downtown area for a major metropolitan region that is the focal point of a regional light- or heavy-rail transit system. This area type is typified by multi-storied buildings, a wide range of land uses, an extensive pedestrian sidewalk network, and shared and priced parking both on-street and in structured garages or surface lots.

An area designated as Dense Multi-Use Urban in the Trip Generation Manual is a fully-developed area (or nearly so), with diverse and interacting complementary land uses, good pedestrian connectivity, and convenient and frequent transit. This area type can be a well-developed urban area outside a major metropolitan downtown or a moderate size urban area downtown.

An area designated as General Urban/Suburban in the Trip Generation Manual is an area associated with almost homogeneous vehicle-centered access. Nearly all person trips that enter or exit a development site are by personal passenger or commercial vehicle.

Rural is defined as agricultural or undeveloped except for scattered parcels and at very low densities.

Land Use Code Changes

Aside from eliminating older data points and designating new setting type for each study in the data set, ITE has made a number of changes to Land Use categories. ITE often does this between editions, but for the 10th edition there are more adjustments than usual in keeping up with the rapidly changing times and direction of brick-and-mortar development and redevelopment. In all there are 22 brand new Land Use categories.

The High-Cube Warehouse/Distribution Center-related land uses, residential apartment land uses and Gasoline/Service Stations/ Convenience Markets land use groupings were all re-examined and revised.

Other comings and goings for specific land use categories are listed in Table 2.

Mixed Use Guidance

Estimating trips for mixed use developments has been challenging using previous editions. But the Trip Generation Handbook, 3rd Edition, which is included as part of the Trip Generation Manual bundle, includes an entire chapter on estimating trip generation for mixed used developments. The recommended methodology included is based on the recommended procedure presented in NCHRP Report 684: Enhancing Internal Trip Capture Estimation for Mixed-Use Developments.

Direct Calculation of Person Trips

While generation rates in all previous editions have been vehicle trips, the 10th Edition includes person trips, too. Person trip data allows analysts, especially those working on projects that will generate non-automobile trips, to more accurately pass through the mode split step and directly estimate vehicle, walking, bicycle, transit, and rideshare trips.

ITE compiled this data by using studies that observed people traveling to and from the subject land use. Although person trip rates are not available for all land uses, the Trip Generation Handbook, 3rd Edition includes guidance for the purpose of adapting vehicle count data to person trip estimates.

What the Future Holds

Although the 10th Edition is complete, ITE will continue to accept data for consideration for the next one. Members can submit their studies at itedatasubmission.org or to tripgen@ite.org. And don't forget about Trip Generation's little sibling, Parking Generation, which will get an upgrade, too. ITE recently convened a small group of professionals to provide high-level input as we explore options for the future of ITE parking generation resources. In addition to the significant modernization process occurring with Trip Generation resources, ITE recognizes the need to upgrade parking generation tools to better meet the needs of its members, particularly with regards to the strong connection between parking and urban development. ITE anticipates that an update to the Parking Generation report will be available in late 2018.

In 2018 and beyond, the transportation landscape will continue to change at a rapid clip. Ridesharing services such as Uber and Lyft have already changed the way people travel and bicycling is quickly gaining mode share in urban areas. And if the tech and automobile industries deliver on their promises, we may see driverless cars on streets in a few short years.

Is ITE ready? ''To date, we have not studied this issue in enough detail to quantify those impacts,'' Tierney said. ''Impacts of these new transportation services along with other transportation advancements such as connected/automated vehicles will be considered as part of future updates to ITE's trip and parking generation resources.''

Conclusion

The 10th Edition of the ITE Trip Generation Manual represents the most significant innovation in the history of the 41-year-old reference. It will change the way we do business. Since each study can be customized by the analyst using the ITETripGen tool, it is effectively no longer a single reference we all use. How will engineers and planners adjust their trip estimating methodologies? Will standard practice of estimating trips change? How will the peer review process change?

These and many other questions will be discussed over the next several months, but one thing is for certain: we won't need to lug three heavy volumes around the office anymore.

Jeffrey R. Parenti, P.E., PTOE, ENV SP is a project manager for Nitsch Engineering in Boston, Massachusetts. He also served the City of Cambridge as principal traffic engineer and engineering manager of its Traffic, Parking, and Transportation Department and the Town of Brookline Department of Public Works as its transportation engineer. Reach him at jparenti@nitscheng.com.

This article originally appeared in the New England ITE (NEITE) Chronicle, Summer 2017, Volume 57, Issue 3 and is reprinted with permission. It has been updated with permission by the author

Multifamily Housing (Mid-Rise)
(221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

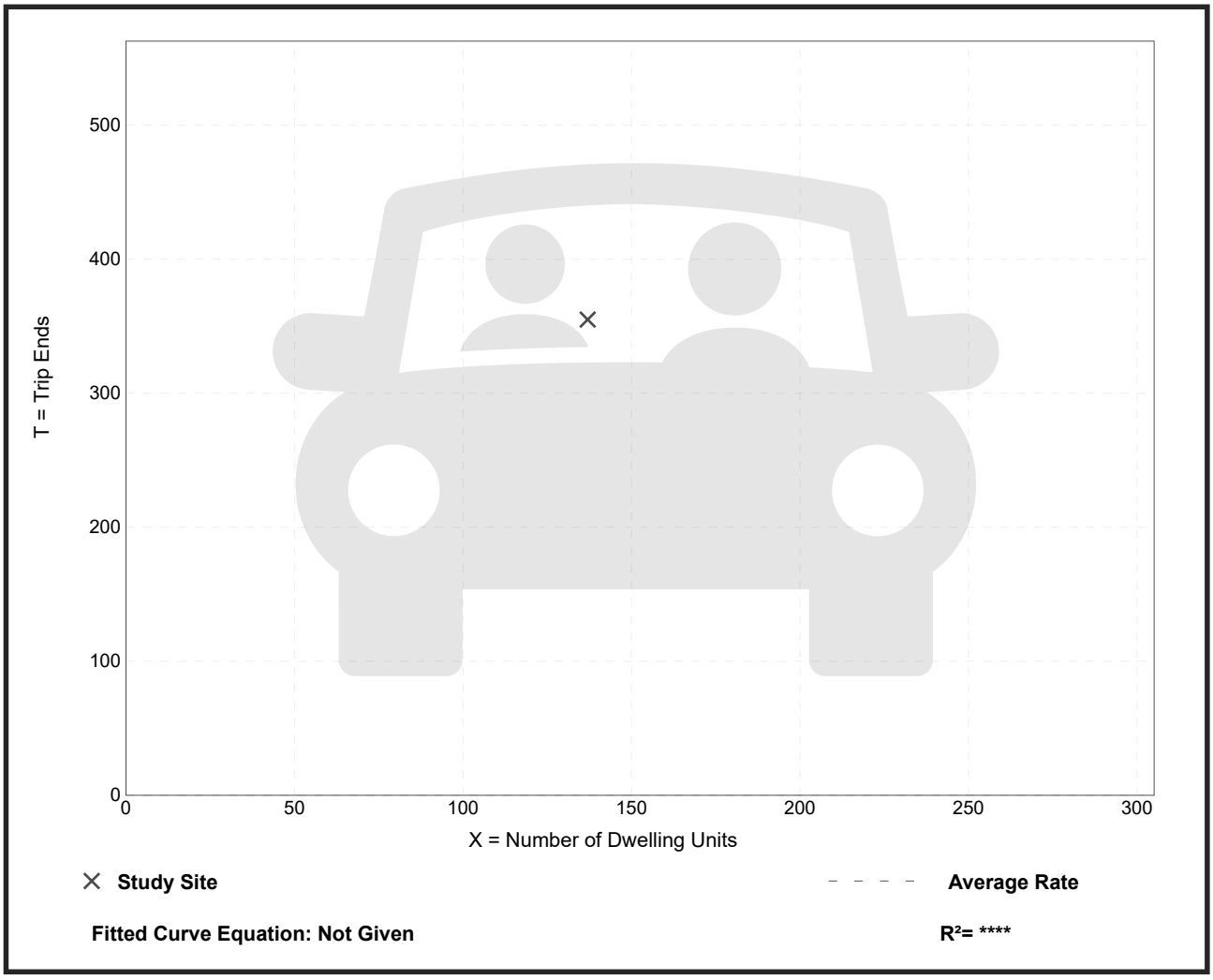
Setting/Location: **Dense Multi-Use Urban**
Number of Studies: 1
Avg. Num. of Dwelling Units: 137
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
2.59	2.59 - 2.59	*

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= **

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Multifamily Housing (Mid-Rise)
(221)

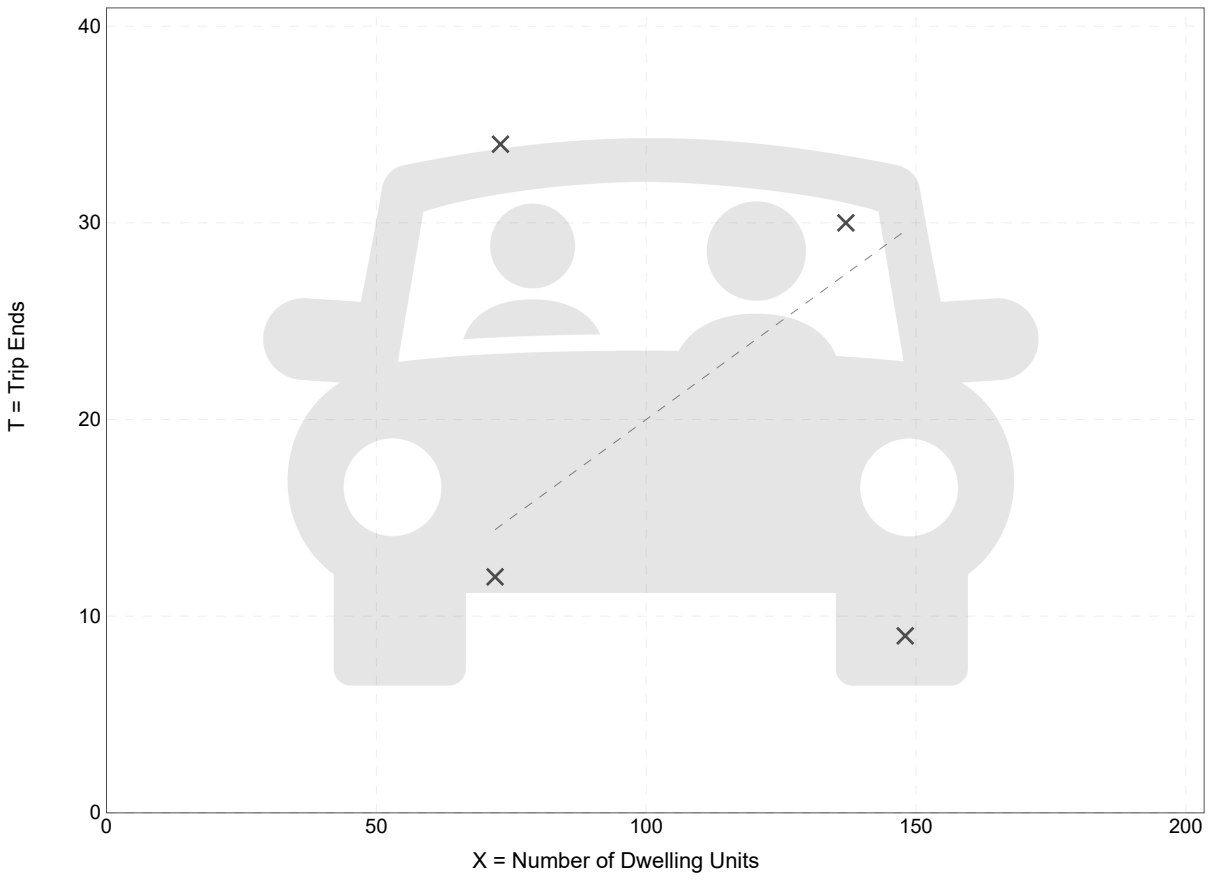
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **Dense Multi-Use Urban**
Number of Studies: 4
Avg. Num. of Dwelling Units: 108
Directional Distribution: 12% entering, 88% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.20	0.06 - 0.47	0.16

Data Plot and Equation

Caution – Small Sample Size



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Multifamily Housing (Mid-Rise)
(221)

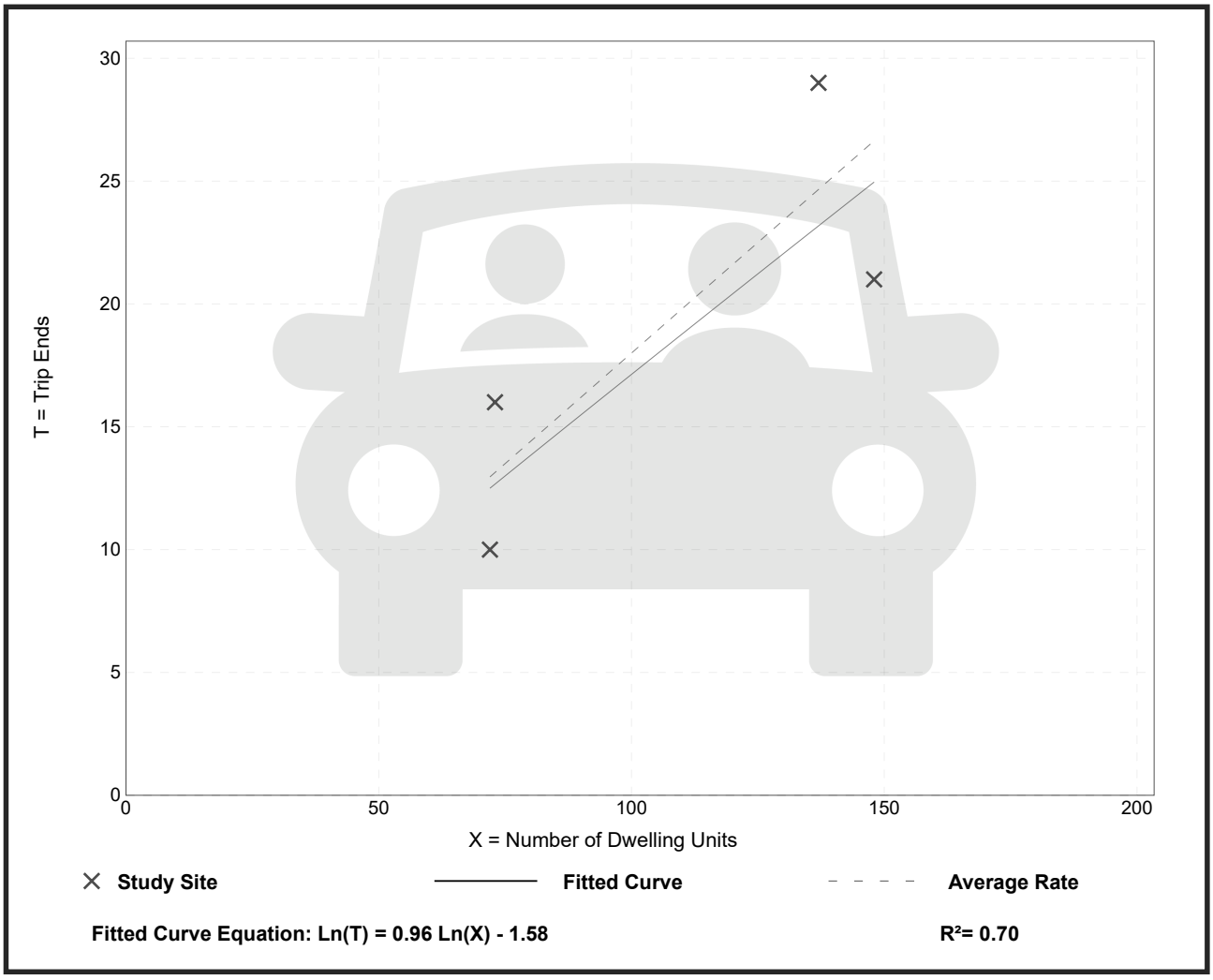
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **Dense Multi-Use Urban**
Number of Studies: 4
Avg. Num. of Dwelling Units: 108
Directional Distribution: 72% entering, 28% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.18	0.14 - 0.22	0.04

Data Plot and Equation

Caution – Small Sample Size



Trip Gen Manual, 10th Ed + Supplement ● Institute of Transportation Engineers

Land Use: 223
Affordable Housing

Description

Affordable housing includes all multifamily housing that is rented at below market rate to households that include at least one employed member. Eligibility to live in affordable housing can be a function of limited household income and resident age. Multifamily housing (low-rise) (Land Use 220), multifamily housing (mid-rise) (Land Use 221), and multifamily housing (high-rise) (Land Use 222) are related land uses.

Additional Data

For the majority of study sites in this land use code, 100 percent of the dwelling units are considered affordable. For residential study sites that provide a mix of market value and affordable units, the study sites with at least 75 percent of the dwelling units designated as affordable are also included in this land use database.

Separate data plots and statistics are presented for two subsets of the affordable housing database: (1) sites with income limitations for its tenants and (2) sites with both minimum age thresholds and income limitations for its tenants (i.e., senior housing).

The sites were surveyed in the 2010s in California and New Jersey.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. Trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future studies should also indicate the number of levels contained in the residential building.

Source Numbers

1003, 1004

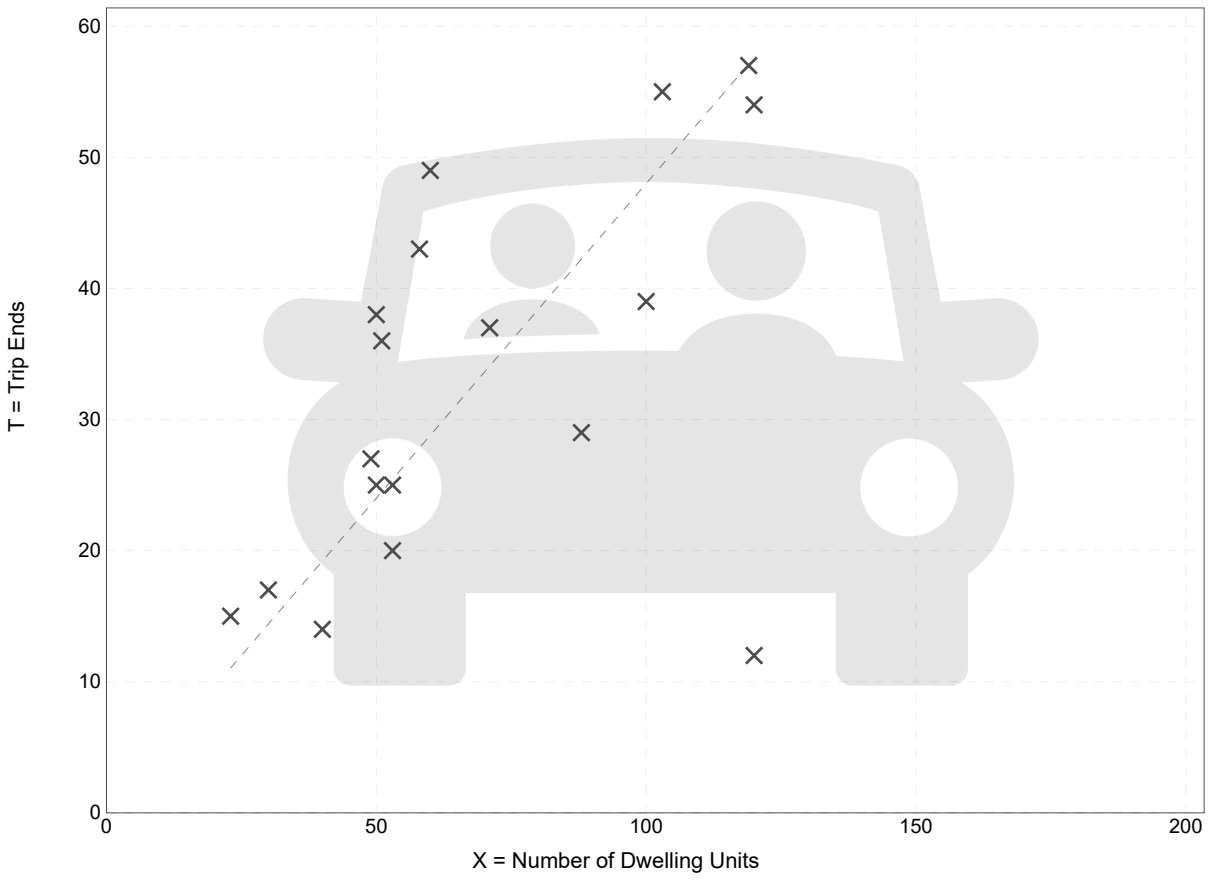
Affordable Housing - Income Limits
(223)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **Dense Multi-Use Urban**
Number of Studies: 18
Avg. Num. of Dwelling Units: 69
Directional Distribution: Not Available

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.10 - 0.82	0.19

Data Plot and Equation



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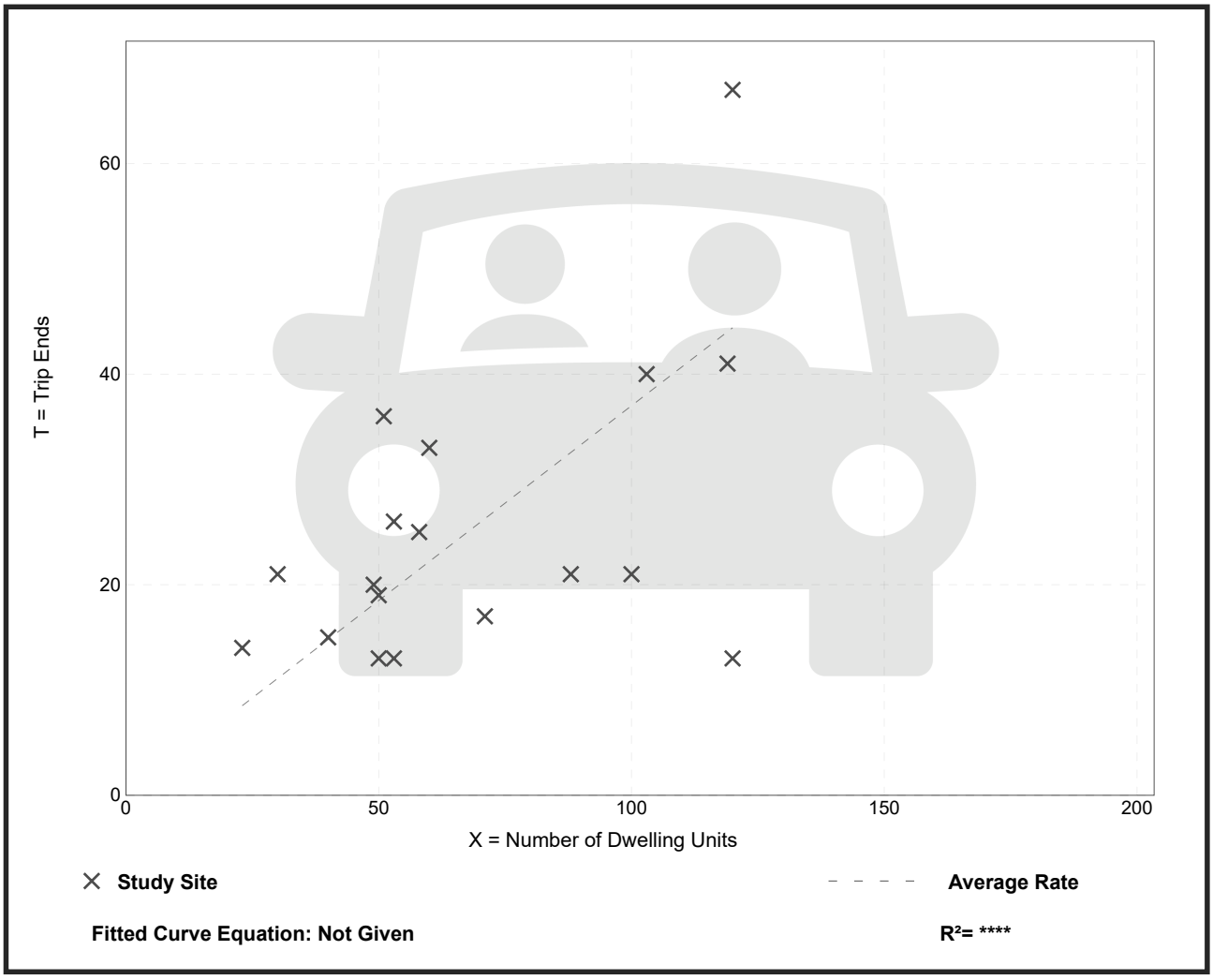
Affordable Housing - Income Limits
(223)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **Dense Multi-Use Urban**
Number of Studies: 18
Avg. Num. of Dwelling Units: 69
Directional Distribution: Not Available

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.11 - 0.71	0.17

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement ● Institute of Transportation Engineers

APPENDIX 3

URBAN CROSSROADS

urbanxroads.com

August 5, 2021

Mr. Tom Dodson
Tom Dodson & Associates
3701 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010

SUBJECT: **6TH STREET GRAND & WHITTIER BOULEVARD RESIDENTIAL VEHICLE MILES TRAVELLED (VMT) SCREENING EVALUATION**

Dear Mr. Tom Dodson:

The following Vehicle Miles Travelled (VMT) Screening Evaluation has been prepared for the 6th Street Grand & Whittier Boulevard Residential development (Project), which is located at 501-525 W. Whittier Boulevard and 112, 114, and 125 S. 6th Street in the City of Montebello.

PROJECT OVERVIEW

The Project is proposing to develop one structure with 63 units on the first lot, with 69 units and 10,100 square feet of restaurant and commercial retail space on the second lot. It is our understanding that a significant number of the units will be affordable residential units, however, the Project also includes market rate component. As such, the Project as proposed does not qualify as 100% affordable housing. The Cesar Chavez Foundation (CCF) requests to amended/modify ordinance number 2384, which approved plan development (PD) PD02-15 and zone change (ZC) ZC02-15 for the city owned and privately own properties on 6th Street and Whittier Boulevard, to PD-80 and ZC-80. The underlying zoning for these sites is Multi-Family Residential (R-3) and General Commercial (C-2).

BACKGROUND

Changes to California Environmental Quality Act (CEQA) Guidelines were adopted in December 2018, which requires all lead agencies to adopt VMT as a replacement for automobile delay-based level of service (LOS) as the new measure for identifying transportation impacts for land use projects. This statewide mandate went into effect July 1, 2020. To aid in this transition, the Governor's Office of Planning and Research (OPR) released a Technical Advisory on Evaluating Transportation Impacts in CEQA (December of 2018) (**Technical Advisory**). (1) Based on OPR's Technical Advisory, the County of Los Angeles Public Works has prepared their Transportation Impact Analysis Guidelines (**County Guidelines**). (2) Based on consultation with the City of Montebello, VMT analysis guidelines and thresholds are not yet available. As such, this analysis has utilized the County Guidelines for the review of applicable VMT screening criteria.

VMT SCREENING

Consistent with County Guidelines, land use projects that meet certain screening criteria based on their location and project type may be presumed to result in a less than significant transportation impact. The following VMT screening criteria were selected for further evaluation based on their applicability to the proposed Project:

- Non-Retail Project Trip Generation Screening
- Retail Project Site Plan Screening Criteria
- Proximity to Transit Based Screening
- Residential Land Use Based Screening

A land use project need only meet one of the above screening criteria to result in a less than significant impact.

NON-RETAIL PROJECT TRIP GENERATION SCREENING

The County Guidelines identify that small projects anticipated to generate low traffic volumes (i.e., fewer than 110 daily trips) are presumed to have a less than significant impact absent substantial evidence to the contrary. Trips generated by the Project's proposed land uses have been estimated based on trip generation rates collected by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, 2017. (3) At the time of this evaluation the affordable housing and market rate housing has not been determined. Trip generation rates assumes 100% affordable housing as it provides a more conservative rate than market rate housing. The proposed Project is anticipated to generate a total vehicle trip-ends per day exceeding the 110 daily vehicle trip threshold. (See Attachment A).

Non-Retail Project Trip Generation screening criteria is not met.

RETAIL PROJECT SITE PLAN SCREENING CRITERIA

County Guidelines state projects that contain local serving retail less than 50,000 square feet of gross floor area use is assumed to have less than significant VMT impacts for the retail portion of the project. However, if the retail project is part of a mixed-use project, then the remaining portion of the project may be subject to further analysis in accordance with other screening criteria. The Project as proposed contains 10,100 square feet of restaurant and commercial retail space. The Project's restaurant and commercial retail space does not exceed the 50,000 square feet threshold.

Retail Project Site Plan screening criteria is met for the retail component only.

PROXIMITY TO TRANSIT BASED SCREENING

Consistent with guidance identified in the County Guidelines, projects located within a Transit Priority Area (TPA) (i.e., within ½ mile of an existing "major transit stop"[1] or an existing stop along a "high-quality transit corridor"[2]) may be presumed to have a less than significant impact absent substantial evidence to the contrary. However, the presumption may not be appropriate if a project:

- Has a Floor Area Ratio (FAR) of less than 0.75;
- Includes more parking for use by residents, customers, or employees of the project than required by the jurisdiction (if the jurisdiction requires the project to supply parking);
- Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the lead agency, with input from the Metropolitan Planning Organization); or
- Replaces affordable residential units with a smaller number of moderate- or high-income residential units.

Based on map screening illustrated in Attachment B, the proposed Project does appear to be located within a TPA. The project as designed is anticipated to have a FAR of greater than 0.75. With parcels along 6th street projected to have a FAR of 3:1 and the parcels along Whittier Boulevard is estimated to have a FAR of 2.42:1. The Project is also estimated to limit parking supply below what is required by the City. The Project's underlying land uses assumptions are consistent with the existing land use assumptions within the City's general plan.

Proximity to Transit Based screening threshold is met.

RESIDENTIAL LAND USE BASED SCREENING

County guidelines identify residential Projects that consists entirely of affordable housing, excluding manager's units, set aside for lower income households. These Projects further the State's affordable housing goals and are presumed to have less than significant impact on VMT. Although, the Project intends to provide affordable housing, not 100% of the dwelling units are to be affordable.

Residential Land Use Based screening criteria is not met.

[1] Pub. Resources Code, § 21064.3 ("'Major transit stop' means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.").

[2] Pub. Resources Code, § 21155 ("For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.").

CONCLUSION

Based on our review of applicable VMT screening criteria, the Project is found to meet proximity to transit based screening. Additionally, the retail component also meets retail project site plan screening. The Project in its entirety does not require further VMT analysis.

If you have any questions, please contact me directly at 949-660-1994.

Respectfully submitted,

URBAN CROSSROADS, INC.

Alexander So
Senior Analyst

REFERENCES

1. **Office of Planning and Research.** *Technical Advisory on Evaluating Transportation Impacts in CEQA.* State of California : s.n., December 2018.
2. **Los Angeles County Public Works .** *Transportation Impact Analysis.* County of Los Angeles : s.n., July 2020.
3. **Institute of Transportation Engineers.** *Trip Generation Manual.* 10th Edition. 2017.

ATTACHMENT A:
PROJECT TRIP GENERATION SUMMARY

TABLE 1: PROJECT TRIP GENERATION SUMMARY

Land Use[1]	ITE Code	Units[2]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Multifamily (Mid-Rise) Residential[3]	221	DU	0.02	0.18	0.20	0.13	0.05	0.18	2.59
Affordable Housing[4]	223	DU	0.06	0.42	0.48	0.27	0.10	0.37	5.33
Specialty Retail	--[5]	TSF	0.72	0.48	1.20	1.80	1.80	3.60	40.00
High-Turnover Sit-Down Restaurant	932	TSF	5.47	4.47	9.94	6.06	3.71	9.77	112.18

[1] Trip Generation Source: Institute of Transportation Engineers (ITE), Trip Generation Manual, Tenth Edition (2017).

[2] DU = Dwelling Units; TSF = thousand square feet

[3] Trip generation rates from ITE for Dense Multi-Use Urban area.

[4] Affordable housing trip generation for Dense Multi-Use Urban area. No daily rate available so assumed 14.4 times the PM peak hour.

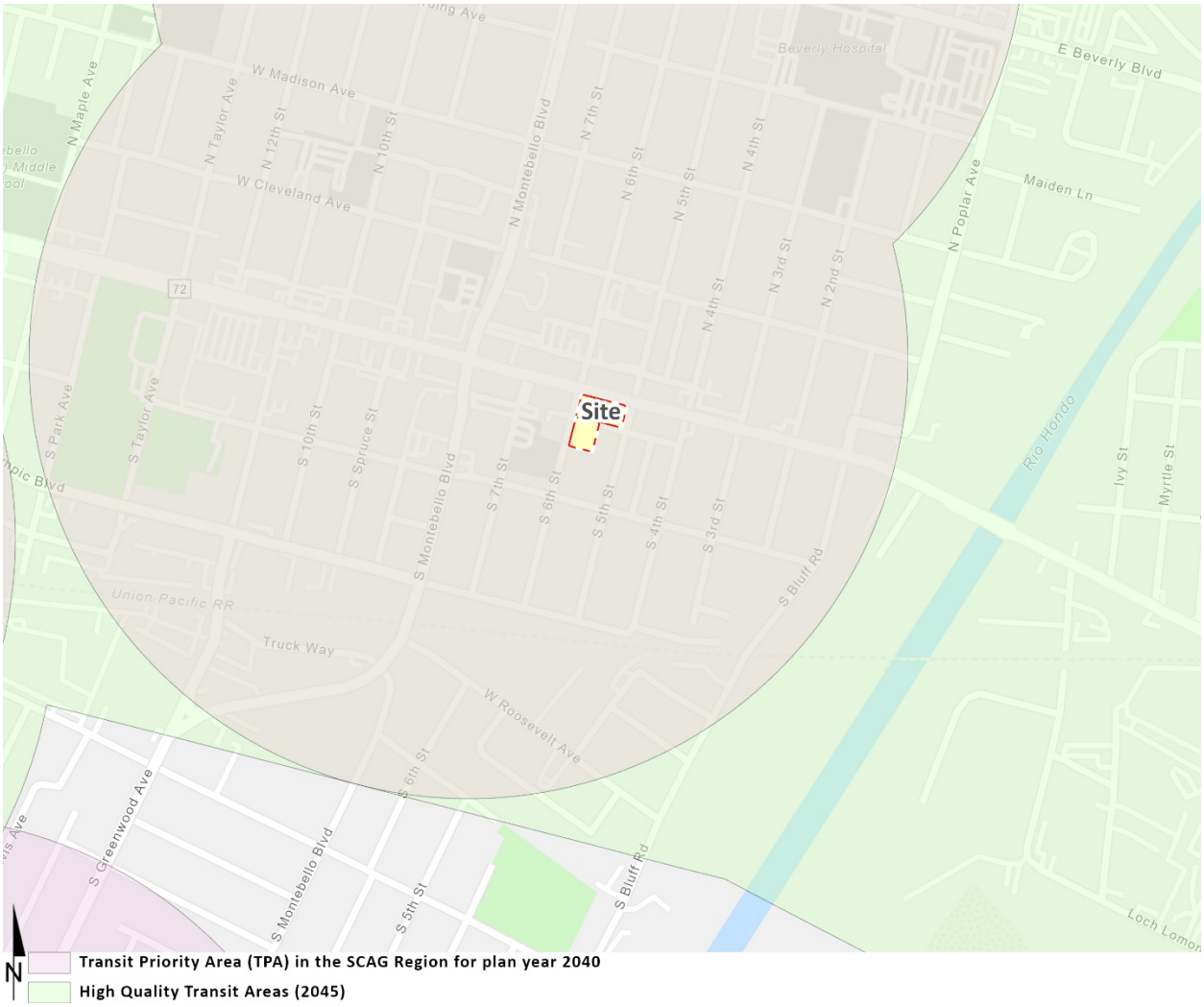
[5] Source: San Diego Association of Governments (SANDAG) (Not So) Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002.

Land Use	Quantity	Units[1]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Affordable Housing	132	DU	8	56	63	35	14	49	704
Specialty Retail	2.020	TSF	1	1	2	4	4	8	82
High-Turnover Sit-Down Restaurant[2]	8.080	TSF	0	0	0	49	30	79	906
Pass-By (44% PM):			0	0	0	-22	-13	-35	0
Restaurant Subtotal:			**0**	**0**	**0**	**27**	**17**	**44**	**906**
Proposed Project Total:			**9**	**57**	**65**	**66**	**35**	**101**	**1,692**

[1] DU = Dwelling Units; TSF = thousand square feet

[2] The Applicant has expressed that no restaurant tenants would be open by 9:00 AM, so, morning peak hour trip generation will be nominal.

ATTACHMENT B:
TPA MAP SCREENING


Site
Beverly Hospital
E Beverly Blvd
W Madison Ave
W Cleveland Ave
N Maple Ave
N Taylor Ave
N 12th St
N 10th St
N Montebello Blvd
N 7th St
N 6th St
N 5th St
N 4th St
N 3rd St
N 2nd St
N Poplar Ave
Maiden Ln
72
S Park Ave
S Taylor Ave
S 10th St
S Spruce St
S Montebello Blvd
S 7th St
S 6th St
S 5th St
S 4th St
S 3rd St
S Bluff Rd
Rio Hondo
Ivy St
Myrtle St
Union Pacific RR
Truck Way
W Roosevelt Ave
S Greenwood Ave
S Montebello Blvd
S 5th St
S Bluff Rd
Loch Lomon
N
Transit Priority Area (TPA) in the SCAG Region for plan year 2040
High Quality Transit Areas (2045)

ITEM # 12

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Resolution No. 21-92 Approving Vesting Tentative Tract Map (VTTM) No. 82725 to Subdivide Lots 21, 61, 65 and 68 established by VTTM No. 70420 (commonly referred to as the "A-Map") and find and determine that VTTM No. 82725 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15182(c) of the CEQA Guidelines and Government Code Section 65457**

DATE: November 10, 2021

RECOMMENDATIONS

It is recommended that the City Council:

1) ADOPT the Resolution approving VTTM No. 82725; and

2) DETERMINE and FIND that this action is consistent with the previously certified Environmental Impact Report for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code Section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified, and California Public Resources Code Section 21083.3(a) and (b); and

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

FISCAL IMPACT

There is no fiscal impact related to this action.

BACKGROUND

On September 21, 2021, the Planning Commission conducted a duly noticed public hearing and adopted a Resolution recommending that the City Council approve VTTM No. 82725 to allow the subdivision of four (4) legal lots into 199 legal lots. Simultaneously, the Planning Commission approved Site Plan Review (PC-2021-0006-SPR) (commonly referred to as "B-Map - Phase B") to allow for the development of 851 residential condominium units on an approximately 82.06 acre project site, located within Planning Areas 3, 4, and 5 as established in the Montebello Hills Specific Plan and A-Map.

The following provides a chronology of prior actions related to this Project:

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

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

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

- On January 8, 2020, the City approved VTTM No. 82724 (commonly referred to as a "B" level subdivision map or the "B-Map"), which allowed the subdivision of portions of the larger lots created under A-Map into 72 smaller numbered lots and 20 letter lots for residential development resulting in the creation of 92 new legal lots associated with B-Map - Phase A. Concurrently, the City approved Site Plan Review 01-19 (commonly referred to as "B-Map - Phase A") to allow for the development of 349 residential condominium units on an approximately 43.39 acre

project site, located within Planning Areas 1, 2, and a portion of Planning Area 3 as established in the Montebello Hills Specific Plan and A-Map.

ANALYSIS

Pursuant to Section 7.8.1 of the Specific Plan and Title 16 of the Montebello Municipal Code ("MMC"), the applicant is proposing Phase B of the Specific Plan that includes VTTM No. 82725 ("B-Map") to allow the subdivision of Lots 21, 61, 65 and 68 originally established under VTTM No. 70420 ("A-Map") resulting in the creation of 160 new legal numbered lots and 39 lettered lots for street purposes. VTTM No. 82725 also includes a density transfer of residential units between planning areas as authorized under the Specific Plan. Pursuant to Section 7.9 of the Specific Plan, the applicant may adjust the number of dwelling units between planning areas, provided the following findings can be made:

1. That the residential units being transferred meet the applicable provisions of the development regulations and standards for the transferred residential housing types contained in the Specific Plan.
2. That there are no major impacts on approved infrastructure plans, including major changes to the approved circulation plan or pedestrian trail system, resulting from the transfer of residential units.
3. That land use compatibility and neighborhood integrity will be preserved as a result of the transfer of residential units.
4. That the transfer of residential units does not increase the total number of dwelling units for any residential Planning Area or gross density of the Planning Area by more than twenty percent (20%) above the total number of dwelling units established in the Specific Plan for the Planning area; and
5. That the maximum number of 1,200 dwelling units established by the Specific Plan is not exceeded.

All required findings under Section 7.9 of the Specific Plan are met by VTTM No. 82725. First the residential units being transferred meet the applicable provisions of the development regulations and standards because all residential units shall comply with the applicable development regulations and standards in each planning area based on housing type. In addition, the transfer of residential units between planning areas will not have major impacts on approved infrastructure plans, circulation plan or the pedestrian trail system under the Specific Plan, which is being incorporated therein without

substantial changes to the approved plans. Moreover, land use compatibility and neighborhood integrity is being preserved because the proposed density transfer does not alter the arrangement of major land uses or neighborhoods as set forth in the Specific Plan. The table below provides a breakdown of the number of units allowed per the Specific Plan, the number of units being proposed with the transfer of units per Planning Area, and the percent change based on the transfer of units between planning areas. The number of units indicated for Planning Areas 1 and 2, were previously approved as part of the B-Map - Phase A per Site Plan Review 01-19, which included a total number of 349 residential units.

Planning Area	Units Per Specific Plan	Proposed # of Units	% Change
Phase A- Approved January 8, 2020 per Site Plan Review 01-19			
Area 1	107 Units	104 Units	-2.8%
Area 2	226 Units	245 units	8.4%
Proposed Phase B			
Area 3	404 Units	414 Units	2.5%
Area 4	250 Units	292 Units	16.8%
Area 5	213 Units	145 units	-31.9%
Total Number of Units:	1,200 Units	1,200 Units	

As shown in the table above, the Applicant is proposing to increase the number of dwelling units for Planning Areas 3 and 4 and decreasing the number of units within Planning Area 5. The Applicant proposes to increase the number of residential units for Planning Area 3 from 404 to 414, which presents an approximately 2.5% adjustment. Planning area 4 will increase the number of residential units from 250 to 292, which presents an approximately 16.8% adjustment. For Planning Area 5, the applicant proposed to reduce the number of residential units from 213 to 145, which presents an approximately decrease of 31.9%. Moreover, the proposed adjustments will not result in an increase in the maximum number of 1,200 dwelling units established under the Specific Plan. Therefore, the density transfer proposed for VTTM No. 82725 is within the parameters of the Specific Plan. As such, VTTM No. 82725 satisfies all of the findings required under Specific Plan Section 7.9(1)-(5).

ENVIRONMENTAL

The proposal is considered a "Project" and exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182(c), which expressly exempts residential projects

undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified after January 1, 1980, and California Public Resources Code Section 21083.3(a) and (b). The project is consistent with the Specific Plan and General Plan.

Upon approval of the B-Map-Phase B by the City Council, a Notice of Exemption (see Attachment E) will be filed with the Los Angeles County Clerk's office.

SUMMARY

Toll Brothers is requesting approval of VTTM No. 82725, which was contemplated in the development program approved for the Montebello Hills Specific Plan Project. VTTM No. 82725 will create the necessary development diagram to allow the previously approved development of 851 condominium residential dwelling units. In evaluating the proposal, staff has determined that all of the required findings can be made to support approval of VTTM No. 82725. Attached for the City Council's consideration is a Resolution approving Vesting Tentative Tract Map (VTTM 82725).

PUBLIC NOTIFICATION

Pursuant to MMC Section 17.78 (Public Hearings, Notices, and Appeals), the following noticing was performed:

- On October 28, 2021, the Public Hearing Notice was published in the Daily Journal (Whittier Daily News).

- On October 28, 2021, the Public Hearing Notice was mailed to property owners within the 300-foot radius from the exterior boundaries of the subject property and posted on City bulletins and City webpage.

ATTACHMENT (S):

A. Attachment A – Resolution approving VTTM No. 82725
B. Attachment B – Vesting Tentative Tract Map No. 82725
C. Attachment C – Mitigation Monitoring and Reporting Program
D. Attachment D – Public Works Memo dated September 15, 2021
E. Attachment E – Notice of Exemption
F. Attachment F – CEQA Determination Memo

ATTACHMENT A

RESOLUTION NO. 21-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVAL OF VESTING TENTATIVE TRACT MAP (VTTM NO. 82725) TO SUBDIVIDE LOTS 21, 61, 65 AND 68 ESTABLISHED BY VTTM NO. 70420 AND FIND AND DETERMINE THAT VTTM NO. 82725 IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO SECTION 15182(C) OF THE CEQA GUIDELINES AND GOVERNMENT CODE SECTION 65457

RECITALS

WHEREAS, at the September 21, 2021 City of Montebello Planning Commission ("Planning Commission") meeting, the Planning Commission approved Site Plan Review (Case No. "PC-2021-0006-SPR") to allow the construction of 851 residential dwelling units and related amenities. Concurrently, the Planning Commission approved a Resolution recommending City Council approval of Vesting Tentative Tract Map (VTTM No. 82725) to subdivide lots 21, 61, 65 and 68 established by VTTM No. 70420 into 199 lots ("Project") within the Montebello Hills Specific Plan (MHSP), Planning Areas 3, 4, and 5 ("Project Site"); and

WHEREAS, a Vesting Tentative Tract Map ("VTTM No. 82725") is reviewed and approved per MMC Chapter 16.24 and Subdivision Map Act (Government Code Section 66410 et. seq.); and

WHEREAS, pursuant to MMC Chapter 16.12.090, the City Council shall consider the application, the staff report, and all relevant evidence presented by the applicant and by other interested persons, and shall be governed in its action by the same standards as the planning commission in making its recommendation; and

WHEREAS, the intent of MMC Chapter 16.24 is to to establish procedures necessary for the implementation of the Vesting Tentative Map Statute, which are determined to be necessary for the preservation of the public heath, safety and general welfare, and for the promotion of orderly growth and development; and

WHEREAS, pursuant to MMC Section 16.24.050, a vesting tentative map shall be filed on the same form and have the same contents, accompanying data, and reports and shall be processed in the same manner as set forth in the subdivision regulations for a tentative map except as provided in this section; and

WHEREAS, pursuant to MMC Section 16.24.070, the approval or conditional approval of a vesting tentative map shall confer a vested right in the subdivider, or

assignee, to proceed with development in substantial compliance with the ordinances, policies and standards of the city in effect at the time the vesting tentative map is deemed complete; and

WHEREAS, pursuant to MMC Section 16.24.080, the vested rights conferred by a vesting tentative map shall last for a period of one year from the date of recordation of a final map. An additional one-year extension may be granted by the planning commission upon application by the subdivider. If the extension is denied, the subdivider may appeal to the city council within fifteen calendar days of such a decision; and

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

WHEREAS, the said Project is considered a "project", per the California Environmental Quality Act definition of a "project"; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified after January 1, 1980, and California Public Resources Code Section 21083.3(a) and (b); and

WHEREAS, an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program (MMRP) was certified for the Montebello Hills Project on June 10, 2015 pursuant to CEQA Guidelines and local procedures for CEQA implementation. This action of approving VTTM No. 82725 is exempt under CEQA pursuant to California Government Code section 65457(a),) and CEQA Guidelines Section 15182(c) which specifically exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083.3(a) and (b); and

WHEREAS, In accordance with CEQA Guidelines Section 15097, a MMRP (Attachment A) was approved/certified with the EIR for the Montebello Hills Specific Plan Project on June 10, 2015. The development associated with B-Map – Phase B of the approved MHSP is subject to the MMRP and applicable MMRP conditions shall be incorporated as a condition of approval. The MMRP will continue to be active through all phases of the Montebello Hills Specific Plan Project, including design, construction, and operation. The MMRP: 1) identifies each mitigation measure required by the FEIR; 2)

identifies the City department responsible for monitoring; 3) identifies the timing for implementation of the mitigation measure; and 4) includes a column for completion verification.

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

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

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

SECTION 2. APPROVAL; FINDINGS.

A. Based on the staff report, public comment, and the above recitals, the City Council of the City of Montebello hereby approve Vesting Tentative Tract Map No. 72425 based on the findings set forth in the below Subsection B.
B. Per MMC Chapters 16.24, the proposed Vesting Tentative Tract Map be approved with Conditions based on the following findings:

1. The proposed map is consistent with the applicable general plan and specific plans as specified in California Government Code Section 65451 *et seq*.;

   The Applicant is requesting to subdivide Lots 21, 61, 65 and 68 originally established under VTTM No. 70420 for the construction of 851 residential condominium units as part of Phase B of the Metro Heights Project which is consistent with the Specific Plan, subsequently making the proposed development consistent with the General Plan as specified in California Government Code Section 65451 et seq. The subdivision is necessary for the implementation of the Final A-Map of Tract Map No. 70420 and allows for the development of a livable, infill residential community within an open space setting incorporating a balance of land uses adequately served by parks and trails as well as public facilities. The subdivision also provides for and enhances natural site features; promotes biking and walking; promotes informal neighborhood interaction, and connectivity through the provision of walking trails; provides a diverse choice of housing types to meet the needs of a variety of lifestyles and economic segments. The City's General Plan has planned for residential uses on the project site for many years and VTTM No. 82725 implements a land plan

that will create additional housing units consistent with the mandates of the City's Housing Element.

2. The design or improvements of the proposed subdivision are consistent with the applicable general and specific plans;

   The Applicant is requesting a Vesting Tract Map to allow the construction of 851 residential condominium units as part of Phase B of the Metro Heights Project which is consistent with the Specific Plan, subsequently making the proposed development consistent with the General Plan of the City of Montebello. Additionally, the City's housing policy to provide new housing is supported and implemented through the development of the residential dwelling units. VTTM No. 82725 is consistent with the Specific Plan and General Plan because the design of the subdivision into attached and detached residential dwelling units and recreational facilities, public and private trails, roads, and open space was anticipated under the Specific Plan. Furthermore, the design of the development is consistent with applicable development standards and guidelines set forth under the Montebello Municipal Code, Specific Plan, and General Plan.

3. The site is physically suitable for the type of development;

   In 2015, the City approved the Specific Plan for the development of a master planned residential community on the Montebello Hills Property. The Specific Plan is a comprehensive plan for development of up to 1,200 residential dwelling units on approximately 174 acres of an overall larger area of approximately 488 acres. The proposed development is Phase B of the comprehensive master plan and complies with Section 8 of the Specific Plan.

4. The site is physically suitable for the proposed density of the development;

   The proposed development is consistent with the allowed density of the approved Specific Plan. Additionally, the project is providing necessary infrastructure to serve the community on-site and off-site and all required parking will be provided on-site. Furthermore, adequate access is being provided through a network of private streets which connect to the City's local street network.

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

An Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program was certified for the Metro Heights Project on June 10, 2015 pursuant to CEQA Guidelines and local procedures for CEQA implementation. The EIR evaluated potentially significant adverse impacts to the surrounding properties and the general public and implementing corresponding mitigation measures as conditions of approval that were incorporated and made part of the Project. VTTM No. 82725 implements the approved Final A-Map, VTTM No. 70420 and is consistent with the Specific Plan development standards and guidelines and incorporates all applicable mitigation measures as part of its design to mitigate any significant adverse impacts on the surrounding properties and serve and further the general public welfare. Additionally, all work on the Metro Heights Project site must be developed in accordance with the 2019 updated US Fish and Wildlife Service Biological Opinion and Technical Assistance letter dated December 3, 2020. The Applicant is proposing to preserve the existing vegetation by protecting existing landscaping to the greatest extent possible, relocating existing landscaping, and enhancing the on-site vegetation through the installation of new trees and plant materials. Furthermore, the applicant is dedicating 263.2 acres as habitat reserve for the Gnatcatcher, which will be permanently maintained through a Long-Term Management Plan endowment. The habitat preserve areas and other open space areas will provide a lush and aesthetically pleasing environment for the surrounding wildlife and enjoyment by the community.

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

The proposed development will be required to adhere to new building codes and standards which require resource efficient construction, and establish a Homeowners Association. This will ensure that the project site is used and maintained properly and that the quality of life and safety for future residents of this development will be upheld.

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

The proposed development will be constructed within the limits of the Specific Plan area and will provide adequate set backs from the public right away per the development standards of the MMC and Specific Plan. No conflicts with public easements are anticipated.

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

The proposed development will be tying into the existing City of Montebello Sewer System that flows in the Los Angeles County Sanitation District Sewer Trunk lines, providing safer water quality standards for the proposed development.

SECTION 3. CEQA. The City Council finds and determines that VTTM No. 82725 is categorically exempt from based on the following:

Pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182(c), which expressly exempts residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an Environmental Impact Report (EIR) was certified after January 1, 1980, and California Public Resources Code Section 21083.3(a) and (b). The project is consistent with the intent of the Specific Plan and General Plan.

SECTION 4: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

SECTION 5. CONDITIONS. The City Council recommends that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

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

2. The development shall conform to the Vesting Tentative Tract Map No. 82725 dated August 9, 2021 on file with the Community Development Department, and as modified by the following conditions of approval, subject to final review and approval by the Community Development Director.

3. All applicable mitigation measures contained in Montebello Hills Specific Plan Mitigation Monitoring Reporting Program under City Council Resolution No. 15-32 are hereby incorporated by reference and made conditions of approval. Where there is a conflict between these conditions and the MMRP, the more restrictive conditions shall apply as determined by the Director of Community Development.

4. The property owner or Homeowners Association shall take the necessary steps to assure the orderly conduct of residents and visitors on the premises.

5. All development shall be consistent and comply with all requirements of the Montebello Hills Specific Plan whether or not such requirements are identified herein.

6. All conditions and requirements as outlined in the Development Agreement No. 3090 dated July 21, 2015 or amendments thereto, shall be conditions of approval by reference. Where there is a conflict between these conditions and the Development Agreement, the Development Agreement shall apply.

7. The approval of VTTM No. 82725 shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a building permit or grading permit and continuous improvements or construction.

8. The approval of VTTM No. 82725 can be extended in accordance with Subdivisition Map Act.

B. <u>Public Works Department Conditions</u>

1. Reference attached Public Works Department Memo “Montebello Hills Project Vesting Tentative Tract Map (VTTM) No. 82725”, Public Works Department Conditions of Approval”, dated September 15, 2021.

APPROVED AND ADOPTED this 10th day of November 2021.

_____

Kimberly A. Cobos-Cawthorne, 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. 21-92 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

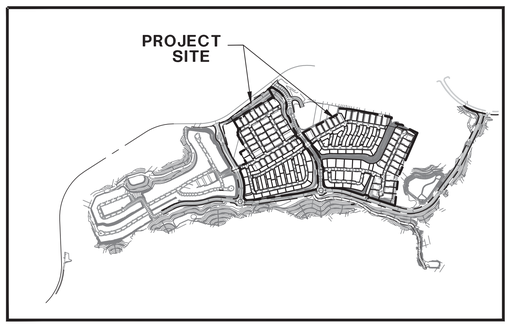
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been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

DATE: _____

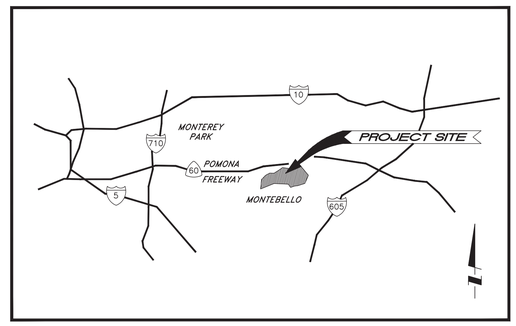
Christopher Jimenez, City Clerk

ATTACHMENT B

METRO HEIGHTS
VESTING TENTATIVE TRACT MAP NO. 82725
FOR CONDOMINIUM PURPOSES
IN THE CITY OF MONTEBELLO
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



LOCATION MAP
SCALE: 1"=1000'



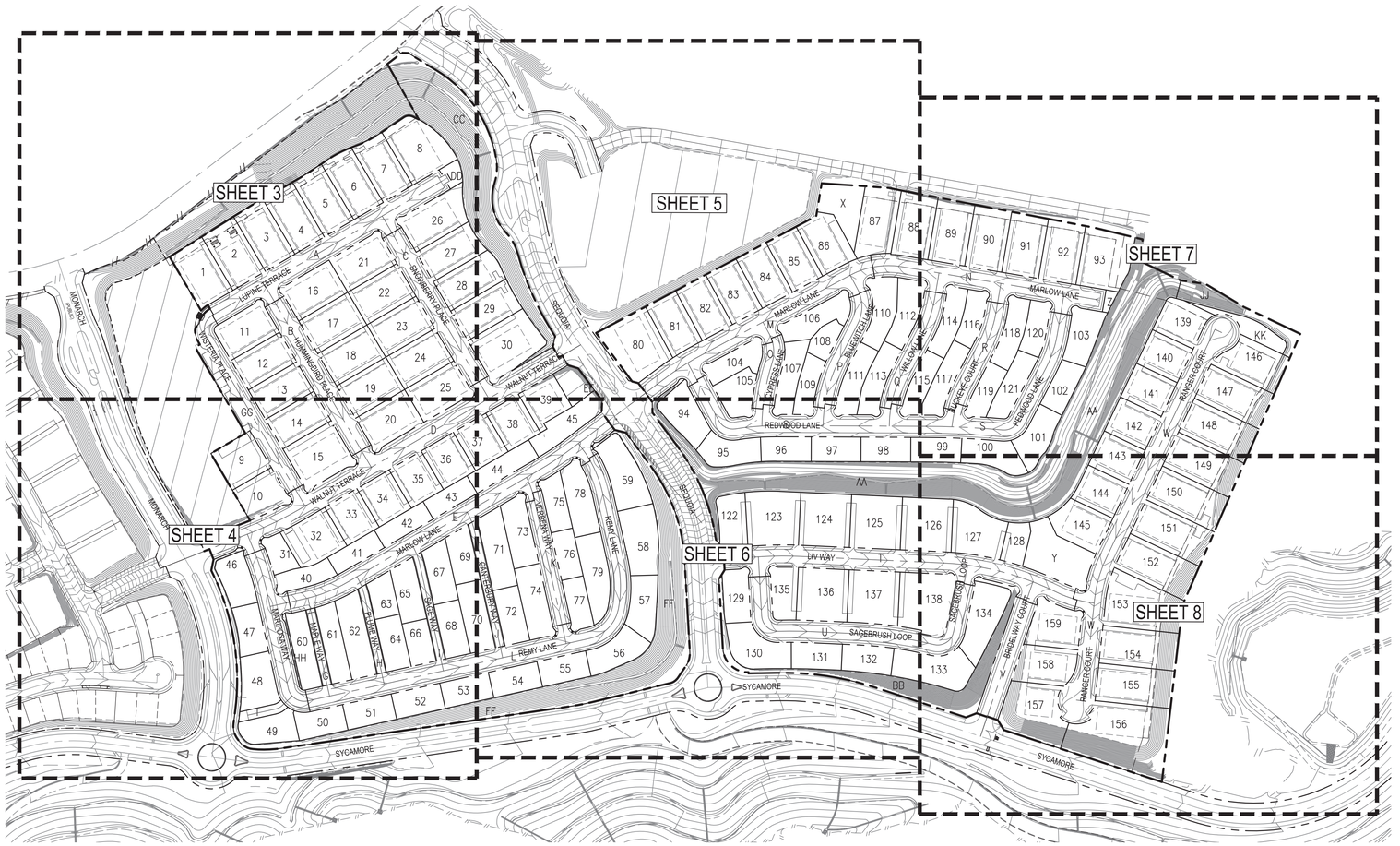
VICINITY MAP
NO SCALE

LEGAL DESCRIPTION:

BEING A SUBDIVISION OF LOTS 21, 61, 65 AND A PORTION OF LOT 20 OF TRACT 70420, RECORDED IN BOOK 1417, PAGES 58 THROUGH 86 OF MAPS, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

GENERAL NOTES

1. TENTATIVE TRACT MAP 82725 IS BASED ON THE MONTEBELLO HILLS SPECIFIC PLAN DATED MARCH 2009, AND THE FINAL ENVIRONMENTAL IMPACT REPORT DATED APRIL 2015, AND THE VARIOUS PROJECT TECHNICAL REPORTS FOR THE TRAFFIC, DRAINAGE, WATER QUALITY (NPDES), WASTE WATER (SANITARY SEWER), AND WATER REPORT.
2. EXISTING LAND USE: VACANT AND OIL FACILITIES.
3. ADJACENT LAND USE: NORTH – COMMERCIAL & S.C.E. CORRIDOR
   WEST – RESIDENTIAL
   SOUTH – VACANT & OIL
   EAST – VACANT & OIL
4. GENERAL PLAN USE: CURRENT USE – RESIDENTIAL LOW DENSITY, RESIDENTIAL MEDIUM DENSITY, RESIDENTIAL HIGH DENSITY RESIDENTIAL VERY HIGH DENSITY, GENERAL COMMERCIAL.
   PROPOSED USE – MONTEBELLO HILLS SPECIFIC PLAN, FOR RESIDENTIAL DEVELOPMENT.
5. ZONING: EXISTING ZONING – RESIDENTIAL
   PROPOSED ZONING – RESIDENTIAL
6. PROPOSED UTILITY LINES SHALL BE UNDERGROUND.
7. GAS SERVICE WILL BE PROVIDED BY THE SOUTHERN CALIFORNIA GAS COMPANY. GAS LINES WILL BE UNDERGROUND.
8. ELECTRICAL SERVICE WILL BE PROVIDED BY THE SOUTHERN CALIFORNIA EDISON COMPANY. ALL PROPOSED ELECTRICAL DISTRIBUTION LINES WILL BE PLACED UNDERGROUND, EXCEPT FOR ABOVE GROUND EQUIPMENT, TRANSFORMERS, PEDESTALS, ETC.
9. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T COMMUNICATIONS. TELEPHONE TRANSMISSION LINES WILL BE UNDERGROUND, EXCEPT FOR ABOVE GROUND EQUIPMENT PEDESTALS.
10. CABLE TELEVISION SERVICES WILL BE PROVIDED BY CHARTER COMMUNICATIONS. CABLE TRANSMISSION LINES WILL BE UNDERGROUND, EXCEPT FOR ABOVE GROUND EQUIPMENT PEDESTALS.
11. DOMESTIC WATER SERVICES WILL BE PROVIDED BY SAN GABRIEL VALLEY WATER COMPANY. WATER TRANSMISSION LINES WILL BE UNDERGROUND.
12. RECYCLED WATER SERVICES WILL BE PROVIDED BY SAN GABRIEL VALLEY WATER COMPANY. RECYCLED WATER TRANSMISSION LINES WILL BE UNDERGROUND.
13. SANITARY SEWER SERVICE WILL BE PROVIDED BY AND SEWER LINES WILL BE OWNED BY THE CITY OF MONTEBELLO. SANITARY SEWAGE TREATMENT WILL BE PROVIDED BY THE COUNTY OF LOS ANGELES SANITATION DISTRICTS.
14. STORM DRAIN PIPES WILL BE OWNED AND MAINTAINED BY THE CITY OF MONTEBELLO. CATCH BASINS WILL BE MAINTAINED BY THE HOA. STORM DRAIN DISCHARGE PIPES AND FACILITIES TO BE PLACED IN THE WHITTIER NARROWS DAM BASIN AREA AND IN U.S. GOVERNMENT PROPERTY ARE TO BE MAINTAINED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE U.S. ARMY CORPS OF ENGINEERS UNDER PERMITS AND EASEMENTS WITH THESE AGENCIES.
15. FIRE PROTECTION SERVICES WILL BE PROVIDED BY THE CITY OF MONTEBELLO FIRE DEPARTMENT.
16. SCHOOL SERVICES WILL BE PROVIDED BY THE MONTEBELLO UNIFIED SCHOOL DISTRICT.
17. THE DEVELOPER WILL COMPLY WITH ENERGY CONSERVATION MEASURES SET FORTH IN TITLE XXIV OF THE CALIFORNIA ADMINISTRATIVE CODE.
18. THE SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS FOR THIS VESTING TENTATIVE TRACT MAP.
19. THE SUBDIVIDER RESERVES THE RIGHT TO RE-CONFIGURE AND TO ADD ADDITIONAL LOTS ON THE FINAL TRACT MAP(S) FOR PROJECT PHASING PURPOSES. THE ADDITIONAL LOTS CAN BE NUMBERED OR LETTERED. THE TOTAL NUMBER OF DEVELOPED DWELLING UNITS WILL NOT EXCEED 1,200 UNITS.
20. ALL PROPOSED STREETS SHOWN IN THE DEVELOPMENT ARE PRIVATE STREETS, SUBJECT TO CHANGE IN THE FUTURE. ALL PRIVATE STREETS SHALL BE MAINTAINED BY THE HOA.
21. MAINTENANCE OF ALL NON-RESIDENTIAL LOTS SHALL BE THE RESPONSIBILITY OF EITHER THE HOMEOWNERS ASSOCIATION, PUBLIC AGENCY, OR PRIVATE ENTITY. (SEE SHEET 2 FOR DETAILED BREAKDOWN)
22. PROPOSED UTILITY LOCATIONS AND EASEMENTS ARE APPROXIMATE. ACTUAL LOCATIONS AND EASEMENT WIDTHS WILL BE REFLECTED ON THE FINAL MAP(S) AND FINAL IMPROVEMENT PLANS.
23. THIS PROJECT IS LOCATED IN FLOOD ZONE "D" SHOWN ON FEMA PANELS 06037C1663F, 06037C1664F, AND 06037C1665F, EFFECTIVE DATE: SEPTEMBER 26TH, 2008. ZONE "D" IS AN AREA OF UNDETERMINED FLOOD HAZARD.



INDEX MAP

LEGEND

TRACT 82725 BOUNDARY	———
SHEET BOUNDARY	– – –
PROPOSED TRACT 82725 LOT NO.	5
PROPOSED TRACT 82725 LOT LETTER	A

GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.

UTILITIES AND SERVICES

UTILITY/SERVICE:	PROVIDER/MAINTAINED BY:	TELEPHONE NUMBER:
WATER	SAN GABRIEL VALLEY WATER COMPANY	(626) 448-6183
RECYCLED WATER	CENTRAL BASIN WATER DISTRICT	(323) 201-5500
SANITARY SEWER	CITY OF MONTEBELLO	(323) 887-1471
SANITARY SEWER TREATMENT	COUNTY OF LOS ANGELES SANITATION DISTRICTS	(562) 699-7411
RCP STORM DRAIN	CITY OF MONTEBELLO	(323) 887-1471
CATCH BASINS	HOME OWNER'S ASSOCIATION	N/A
PVC STORM DRAIN	HOME OWNER'S ASSOCIATION	N/A
GAS	SOUTHERN CALIFORNIA GAS CO.	(714) 634-3217
ELECTRIC	SOUTHERN CALIFORNIA EDISON CO.	(714) 796-9932
TELEPHONE	AT&T COMMUNICATIONS	(925) 944-8416
CABLE T.V.	CHARTER COMMUNICATIONS	(626) 430-3335
SCHOOL	MONTEBELLO UNIFIED SCHOOL DISTRICT	(323) 887-7900

TRACT 82725 - LAND USE SUMMARY

DESCRIPTION	TOTAL
LOTS 1-159 (RESIDENTIAL)	49.13 AC.
LOTS "A"-"W" & "GG" (PRIVATE STREET)	19.17 AC.
LOTS "X"&"Y" (PARK)	0.77 AC.
LOTS "Z", "AA"-"FF", "HH", "JJ", "KK" (LANDSCAPE)	9.53 AC.
LOT "II" (PRIVATE COURT)	0.08 AC.
TOTAL AREA	78.68 AC.

SHEET INDEX

TITLE SHEET / INDEX MAP	1
STATISTICAL SUMMARY / STREET SECTIONS	2
TENTATIVE TRACT MAP	3-8

BENCHMARK:
LOS ANGELES COUNTY PUBLIC WORKS SURVEY SECTION
B.M. Y 9836 (RIVERA QUAD)
RDBM TAG IN E CB S END C B 600MM N/O BCR AT NE COR BEVERLY BLVD & POPLAR AVE 13.7M N & 6M E/O C/L INT.
ELEVATION: 208.854 FT
NAVD 88 DATUM 2000 ADJ

BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHEASTERLY LINE OF THE 150.00 FT WIDE SOUTHERN CALIFORNIA EDISON EASEMENT, O.R. 29397- 298 BEING N46°38'05"E RECORD OF SURVEY FILED IN BOOK 155 PAGES 11-13 INCLUSIVE OF RECORD OF SURVEY MAPS IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

REVISION	DATE	DESCRIPTION	APPROVED
1	08/06/21	RESPONSE TO FIRST SCREEN CHECK COMMENTS	

PREPARED BY:
WILSON MIKAMI CORPORATION
9 CORPORATE PARK, SUITE 100
IRVINE, CA 92606
T: 949-679-0090
CIVIL ENGINEER: SCOTT M. WILSON | LICENSE NO. 49884 | EXP. DATE 9-30-22

OWNER:
Toll Brothers
AMERICA'S LUXURY HOME BUILDER
725 W. TOWN & COUNTRY ROAD, SUITE 200
ORANGE, CA 92868
CONTACT: KRIS CAMPBELL

VESTING TENTATIVE TRACT MAP 82725 "METRO HEIGHTS" TITLE SHEET

SHEET 1 OF 8

S:\1\0303.00\dwg\TRACT 82725\PRSP0001_TTM_TR 82725.dwg 8/09/21 - 3:06pm

STATISTICAL SUMMARY AND SECTIONS

NUMBERED LOTS

LOT NO.	LOT AREA (S.F.)	LOT AREA (AC.)	PROPOSED LAND USE	MAINTENANCE REPONSIBILITY
1	16,333	0.375	RESIDENTIAL	HOMEOWNER
2	16,600	0.381	RESIDENTIAL	HOMEOWNER
3	15,327	0.352	RESIDENTIAL	HOMEOWNER
4	15,279	0.351	RESIDENTIAL	HOMEOWNER
5	15,260	0.350	RESIDENTIAL	HOMEOWNER
6	15,559	0.357	RESIDENTIAL	HOMEOWNER
7	14,821	0.340	RESIDENTIAL	HOMEOWNER
8	20,310	0.466	RESIDENTIAL	HOMEOWNER
9	13,971	0.321	RESIDENTIAL	HOMEOWNER
10	11,971	0.275	RESIDENTIAL	HOMEOWNER
11	15,277	0.351	RESIDENTIAL	HOMEOWNER
12	13,892	0.319	RESIDENTIAL	HOMEOWNER
13	13,892	0.319	RESIDENTIAL	HOMEOWNER
14	13,892	0.319	RESIDENTIAL	HOMEOWNER
15	20,015	0.459	RESIDENTIAL	HOMEOWNER
16	15,068	0.346	RESIDENTIAL	HOMEOWNER
17	15,138	0.348	RESIDENTIAL	HOMEOWNER
18	14,987	0.344	RESIDENTIAL	HOMEOWNER
19	14,987	0.344	RESIDENTIAL	HOMEOWNER
20	15,397	0.353	RESIDENTIAL	HOMEOWNER
21	15,068	0.346	RESIDENTIAL	HOMEOWNER
22	15,138	0.348	RESIDENTIAL	HOMEOWNER
23	14,987	0.344	RESIDENTIAL	HOMEOWNER
24	14,987	0.344	RESIDENTIAL	HOMEOWNER
25	15,397	0.353	RESIDENTIAL	HOMEOWNER
26	17,567	0.403	RESIDENTIAL	HOMEOWNER
27	14,515	0.333	RESIDENTIAL	HOMEOWNER
28	15,550	0.357	RESIDENTIAL	HOMEOWNER
29	15,207	0.349	RESIDENTIAL	HOMEOWNER
30	21,582	0.495	RESIDENTIAL	HOMEOWNER
31	6,338	0.146	RESIDENTIAL	HOMEOWNER
32	15,875	0.364	RESIDENTIAL	HOMEOWNER
33	11,653	0.268	RESIDENTIAL	HOMEOWNER
34	11,652	0.267	RESIDENTIAL	HOMEOWNER
35	11,653	0.268	RESIDENTIAL	HOMEOWNER
36	11,652	0.267	RESIDENTIAL	HOMEOWNER
37	11,771	0.270	RESIDENTIAL	HOMEOWNER
38	11,770	0.270	RESIDENTIAL	HOMEOWNER
39	11,100	0.255	RESIDENTIAL	HOMEOWNER
40	8,237	0.189	RESIDENTIAL	HOMEOWNER
41	7,774	0.178	RESIDENTIAL	HOMEOWNER
42	8,100	0.186	RESIDENTIAL	HOMEOWNER
43	7,290	0.167	RESIDENTIAL	HOMEOWNER
44	10,204	0.234	RESIDENTIAL	HOMEOWNER
45	12,692	0.291	RESIDENTIAL	HOMEOWNER
46	10,861	0.249	RESIDENTIAL	HOMEOWNER
47	9,425	0.216	RESIDENTIAL	HOMEOWNER
48	12,801	0.294	RESIDENTIAL	HOMEOWNER
49	10,756	0.247	RESIDENTIAL	HOMEOWNER
50	9,301	0.214	RESIDENTIAL	HOMEOWNER
51	9,108	0.209	RESIDENTIAL	HOMEOWNER
52	9,108	0.209	RESIDENTIAL	HOMEOWNER
53	9,108	0.209	RESIDENTIAL	HOMEOWNER
54	9,108	0.209	RESIDENTIAL	HOMEOWNER
55	9,108	0.209	RESIDENTIAL	HOMEOWNER
56	11,841	0.272	RESIDENTIAL	HOMEOWNER
57	11,593	0.266	RESIDENTIAL	HOMEOWNER
58	16,015	0.368	RESIDENTIAL	HOMEOWNER
59	16,448	0.378	RESIDENTIAL	HOMEOWNER
60	11,421	0.262	RESIDENTIAL	HOMEOWNER
61	11,450	0.263	RESIDENTIAL	HOMEOWNER
62	14,955	0.343	RESIDENTIAL	HOMEOWNER
63	7,327	0.168	RESIDENTIAL	HOMEOWNER
64	9,630	0.221	RESIDENTIAL	HOMEOWNER
65	10,569	0.243	RESIDENTIAL	HOMEOWNER
66	7,807	0.179	RESIDENTIAL	HOMEOWNER
67	10,556	0.242	RESIDENTIAL	HOMEOWNER
68	9,900	0.227	RESIDENTIAL	HOMEOWNER
69	9,344	0.215	RESIDENTIAL	HOMEOWNER
70	12,532	0.288	RESIDENTIAL	HOMEOWNER
71	13,845	0.318	RESIDENTIAL	HOMEOWNER
72	10,103	0.232	RESIDENTIAL	HOMEOWNER
73	12,428	0.285	RESIDENTIAL	HOMEOWNER
74	13,192	0.303	RESIDENTIAL	HOMEOWNER
75	8,713	0.200	RESIDENTIAL	HOMEOWNER
76	7,567	0.174	RESIDENTIAL	HOMEOWNER
77	8,094	0.186	RESIDENTIAL	HOMEOWNER
78	13,189	0.303	RESIDENTIAL	HOMEOWNER
79	14,275	0.328	RESIDENTIAL	HOMEOWNER
80	21,999	0.505	RESIDENTIAL	HOMEOWNER
81	13,693	0.314	RESIDENTIAL	HOMEOWNER
82	13,586	0.312	RESIDENTIAL	HOMEOWNER
83	13,550	0.311	RESIDENTIAL	HOMEOWNER
84	13,515	0.310	RESIDENTIAL	HOMEOWNER
85	13,480	0.309	RESIDENTIAL	HOMEOWNER
86	15,132	0.347	RESIDENTIAL	HOMEOWNER
87	17,445	0.400	RESIDENTIAL	HOMEOWNER
88	16,758	0.385	RESIDENTIAL	HOMEOWNER
89	16,493	0.379	RESIDENTIAL	HOMEOWNER
90	16,258	0.373	RESIDENTIAL	HOMEOWNER
91	16,022	0.368	RESIDENTIAL	HOMEOWNER
92	15,945	0.366	RESIDENTIAL	HOMEOWNER
93	20,068	0.461	RESIDENTIAL	HOMEOWNER
94	12,976	0.298	RESIDENTIAL	HOMEOWNER
95	11,409	0.262	RESIDENTIAL	HOMEOWNER
96	8,678	0.199	RESIDENTIAL	HOMEOWNER
97	8,580	0.197	RESIDENTIAL	HOMEOWNER
98	8,580	0.197	RESIDENTIAL	HOMEOWNER
99	8,713	0.200	RESIDENTIAL	HOMEOWNER
100	11,585	0.266	RESIDENTIAL	HOMEOWNER

NUMBERED LOTS (CONT.)

101	11,408	0.262	RESIDENTIAL	HOMEOWNER
102	8,957	0.206	RESIDENTIAL	HOMEOWNER
103	11,467	0.263	RESIDENTIAL	HOMEOWNER
104	10,070	0.231	RESIDENTIAL	HOMEOWNER
105	10,124	0.232	RESIDENTIAL	HOMEOWNER
106	12,478	0.286	RESIDENTIAL	HOMEOWNER
107	10,837	0.249	RESIDENTIAL	HOMEOWNER
108	5,790	0.133	RESIDENTIAL	HOMEOWNER
109	8,343	0.192	RESIDENTIAL	HOMEOWNER
110	12,116	0.278	RESIDENTIAL	HOMEOWNER
111	10,847	0.249	RESIDENTIAL	HOMEOWNER
112	11,406	0.262	RESIDENTIAL	HOMEOWNER
113	10,901	0.250	RESIDENTIAL	HOMEOWNER
114	9,973	0.229	RESIDENTIAL	HOMEOWNER
115	9,256	0.212	RESIDENTIAL	HOMEOWNER
116	8,064	0.185	RESIDENTIAL	HOMEOWNER
117	10,850	0.249	RESIDENTIAL	HOMEOWNER
118	10,648	0.244	RESIDENTIAL	HOMEOWNER
119	8,355	0.192	RESIDENTIAL	HOMEOWNER
120	8,222	0.189	RESIDENTIAL	HOMEOWNER
121	10,718	0.246	RESIDENTIAL	HOMEOWNER
122	10,334	0.237	RESIDENTIAL	HOMEOWNER
123	20,107	0.462	RESIDENTIAL	HOMEOWNER
124	18,900	0.434	RESIDENTIAL	HOMEOWNER
125	18,900	0.434	RESIDENTIAL	HOMEOWNER
126	18,900	0.434	RESIDENTIAL	HOMEOWNER
127	16,919	0.388	RESIDENTIAL	HOMEOWNER
128	6,799	0.156	RESIDENTIAL	HOMEOWNER
129	9,892	0.227	RESIDENTIAL	HOMEOWNER
130	14,959	0.343	RESIDENTIAL	HOMEOWNER
131	9,292	0.213	RESIDENTIAL	HOMEOWNER
132	9,630	0.221	RESIDENTIAL	HOMEOWNER
133	17,379	0.399	RESIDENTIAL	HOMEOWNER
134	16,328	0.375	RESIDENTIAL	HOMEOWNER
135	9,613	0.221	RESIDENTIAL	HOMEOWNER
136	18,775	0.431	RESIDENTIAL	HOMEOWNER
137	18,915	0.434	RESIDENTIAL	HOMEOWNER
138	21,742	0.499	RESIDENTIAL	HOMEOWNER
139	12,575	0.289	RESIDENTIAL	HOMEOWNER
140	11,825	0.271	RESIDENTIAL	HOMEOWNER
141	11,825	0.271	RESIDENTIAL	HOMEOWNER
142	11,945	0.274	RESIDENTIAL	HOMEOWNER
143	11,945	0.274	RESIDENTIAL	HOMEOWNER
144	12,005	0.276	RESIDENTIAL	HOMEOWNER
145	14,430	0.331	RESIDENTIAL	HOMEOWNER
146	16,978	0.390	RESIDENTIAL	HOMEOWNER
147	18,813	0.432	RESIDENTIAL	HOMEOWNER
148	18,963	0.435	RESIDENTIAL	HOMEOWNER
149	19,295	0.443	RESIDENTIAL	HOMEOWNER
150	19,628	0.451	RESIDENTIAL	HOMEOWNER
151	19,960	0.458	RESIDENTIAL	HOMEOWNER
152	20,291	0.466	RESIDENTIAL	HOMEOWNER
153	25,019	0.574	RESIDENTIAL	HOMEOWNER
154	20,306	0.466	RESIDENTIAL	HOMEOWNER
155	20,201	0.464	RESIDENTIAL	HOMEOWNER
156	41,021	0.942	RESIDENTIAL	HOMEOWNER
157	23,183	0.532	RESIDENTIAL	HOMEOWNER
158	15,029	0.345	RESIDENTIAL	HOMEOWNER
159	15,165	0.348	RESIDENTIAL	HOMEOWNER
TOTAL	**2,140,290**	**49.13**		

LETTERED LOTS

LOT LETTER	LOT AREA (S.F.)	LOT AREA (AC.)	PROPOSED LAND USE	MAINTENANCE REPONSIBILITY
A	44,903	1.031	PRIVATE STREET	HOA
B	26,933	0.618	PRIVATE STREET	HOA
C	26,934	0.618	PRIVATE STREET	HOA
D	69,663	1.599	PRIVATE STREET	HOA
E	59,618	1.369	PRIVATE STREET	HOA
F	27,048	0.621	PRIVATE STREET	HOA
G	5,386	0.124	PRIVATE STREET	HOA
H	6,114	0.140	PRIVATE STREET	HOA
I	7,460	0.171	PRIVATE STREET	HOA
J	8,809	0.202	PRIVATE STREET	HOA
K	17,040	0.391	PRIVATE STREET	HOA
L	75,069	1.723	PRIVATE STREET	HOA
M	46,372	1.065	PRIVATE STREET	HOA
N	40,108	0.921	PRIVATE STREET	HOA
O	10,651	0.245	PRIVATE STREET	HOA
P	18,840	0.433	PRIVATE STREET	HOA
Q	19,266	0.442	PRIVATE STREET	HOA
R	17,702	0.406	PRIVATE STREET	HOA
S	77,740	1.785	PRIVATE STREET	HOA
T	59,080	1.356	PRIVATE STREET	HOA
U	44,744	1.027	PRIVATE STREET	HOA
V	19,127	0.439	PRIVATE STREET	HOA
W	75,802	1.740	PRIVATE STREET	HOA
X	12,716	0.292	PARK	HOA
Y	20,808	0.478	PARK	HOA
Z	1,400	0.032	LANDSCAPE	HOA
AA	179,144	4.113	LANDSCAPE	HOA
BB	34,757	0.798	LANDSCAPE	HOA
CC	70,517	1.619	LANDSCAPE	HOA
DD	2,499	0.057	LANDSCAPE	HOA
EE	6,486	0.149	LANDSCAPE	HOA
FF	98,547	2.262	LANDSCAPE	HOA
GG	30,858	0.708	PRIVATE STREET	HOA
HH	1,079	0.025	LANDSCAPE	HOA
II	3,283	0.075	PRIVATE COURT	HOA
JJ	13,145	0.302	LANDSCAPE	HOA
KK	7,477	0.172	LANDSCAPE	HOA
TOTAL	**1,287,125**	**29.55**		

LAND USE SUMMARY

DESCRIPTION	TOTAL
LOTS 1–159 (RESIDENTIAL)	49.13 AC.
LOTS "A"–"W" & "GG" (PRIVATE STREET)	19.17 AC.
LOTS "X"&"Y" (PARK)	0.77 AC.
LOTS "Z", "AA"–"FF", "HH", "JJ", "KK" (LANDSCAPE)	9.53 AC.
LOT "II" (PRIVATE COURT)	0.08 AC.
TOTAL AREA	78.68 AC.

PRIVATE STREET

STREET	LENGTH	AREA
LUPINE TERRACE (PRIVATE)	705 L.F.	44,903 S.F.
HUMMINGBIRD PLACE (PRIVATE)	457 L.F.	26,933 S.F.
SNOWBERRY PLACE (PRIVATE)	457 L.F.	26,934 S.F.
WISTERIA PLACE (PRIVATE)	533 L.F.	30,858 S.F.
WALNUT TERRACE (PRIVATE)	1,84 L.F.	69,663 S.F.
MARLOW LANE (PRIVATE)	2,285 L.F.	146,098 S.F.
MARIPOSA WAY (PRIVATE)	450 L.F.	27,048 S.F.
MAPLE WAY (PRIVATE)	185 L.F.	5,386 S.F.
PLUME WAY (PRIVATE)	224 L.F.	6,114 S.F.
SAGE WAY (PRIVATE)	274 L.F.	7,460 S.F.
CANTERBURY WAY (PRIVATE)	325 L.F.	8,809 S.F.
VERBENA WAY (PRIVATE)	376 L.F.	17,040 S.F.
REMY LANE (PRIVATE)	1,305 L.F.	75,069 S.F.
CYPRESS LANE (PRIVATE)	207 L.F.	10,651 S.F.
BLUEWITCH LANE (PRIVATE)	343 L.F.	18,840 S.F.
WILLOW LANE (PRIVATE)	350 L.F.	19,266 S.F.
BUCKEYE COURT (PRIVATE)	327 L.F.	17,702 S.F.
REDWOOD LANE (PRIVATE)	1,263 L.F.	77,740 S.F.
LIV WAY (PRIVATE)	963 L.F.	59,080 S.F.
SAGEBRUSH LOOP (PRIVATE)	802 L.F.	44,744 S.F.
BRIDELWAY COURT (PRIVATE)	108 L.F.	19,127 S.F.
RANGER COURT (PRIVATE)	1,056 L.F.	75,802 S.F.

UTILITY SUMMARY

STORM DRAIN
PUBLIC 18" RCP/ADS 11,400 L.F.

DOMESTIC WATER
12" PVC 11,200 L.F.
8" PVC 9,400 L.F.

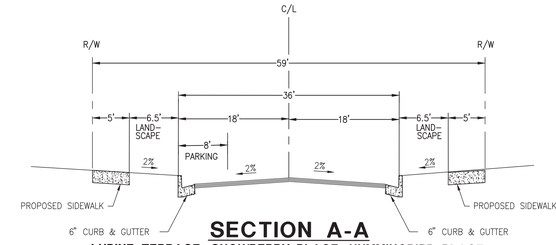
SEWER
8" PVC 24,100 L.F.

REC. WATER
6" PVC 1,000 L.F.

*ALL QUANTITIES AND SIZES ARE ESTIMATED ONLY AND SUBJECT TO CHANGE WITH FINAL DESIGN

ABBREVIATIONS

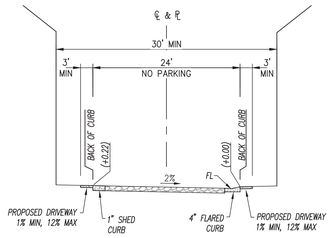
R/W	RIGHT-OF-WAY
L.F.	LINEAR FEET
AC.	ACRES
S.F.	SQUARE FEET
P/L	PROPERTY LINE
℄	STREET CENTER LINE



SECTION A-A

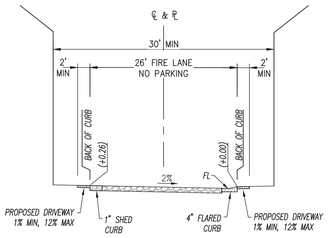
LUPINE TERRACE, SNOWBERRY PLACE, HUMMINGBIRD PLACE, MARIPOSA WAY, PORTION OF REMY LANE, PORTION OF MARLOW LANE, REDWOOD LANE, CYPRESS LANE, BLUEWITCH LANE, WILLOW LANE, BUCKEYE COURT, LIV WAY, PORTION OF SAGEBRUSH LOOP, BRIDELWAY COURT, RANGER COURT

N.T.S
PRIVATE LOCAL STREET



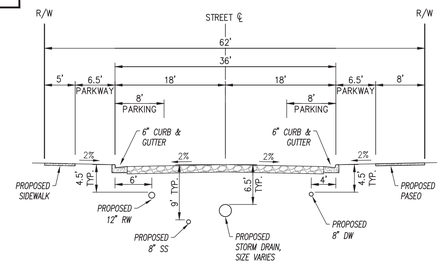
SECTION B-B

N.T.S
PRIVATE COURT



SECTION C-C

N.T.S
PRIVATE COURT



SECTION D-D

WALNUT TERRACE, PORTION OF MARLOW LANE

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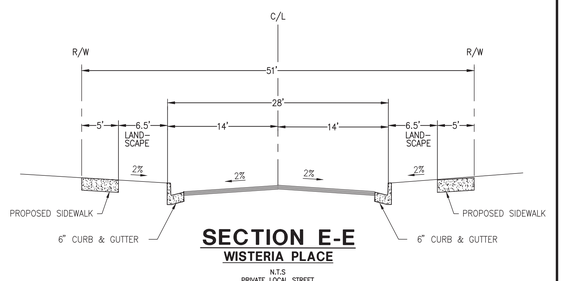
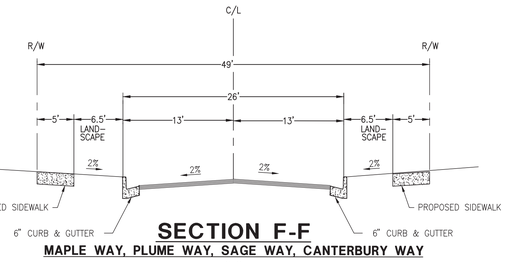
PRIVATE LOCAL STREET



SECTION E-E

WISTERIA PLACE

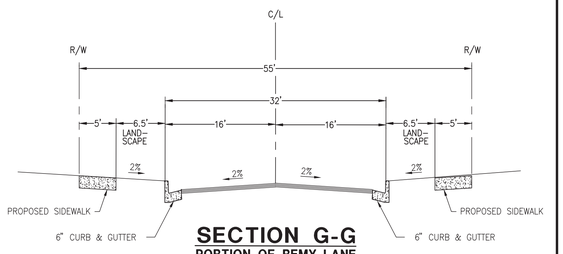
N.T.S
PRIVATE LOCAL STREET



SECTION F-F

MAPLE WAY, PLUME WAY, SAGE WAY, CANTERBURY WAY

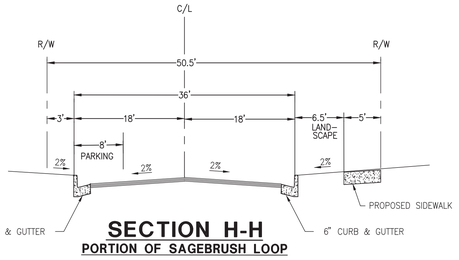
N.T.S
PRIVATE LOCAL STREET



SECTION G-G

PORTION OF REMY LANE

N.T.S
PRIVATE LOCAL STREET



SECTION H-H

PORTION OF SAGEBRUSH LOOP

N.T.S
PRIVATE LOCAL STREET

BENCHMARK:

LOS ANGELES COUNTY PUBLIC WORKS SURVEY SECTION
B.M. Y 9836 (RIVERA QUAD)

RDBM TAG IN E CB S END C B 600MM N/O BCR AT NE COR BEVERLY BLVD & POPLAR AVE 13.7M N & 6M E/O C/L INT.
ELEVATION: 208.854 FT
NAVD 88 DATUM 2000 ADJ

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF THE SOUTHEASTERLY LINE OF THE 150.00 FT WIDE SOUTHERN CALIFORNIA EDISON EASEMENT, O.R. 29397- 298 BEING N46°38'05"E RECORD OF SURVEY FILED IN BOOK 155 PAGES 11-13 INCLUSIVE OF RECORD OF SURVEY MAPS IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

REVISION	DATE	DESCRIPTION	APPROVED
1	08/06/21	RESPONSE TO FIRST SCREEN CHECK COMMENTS	

PREPARED BY:
WILSON MIKAMI CORPORATION
9 CORPORATE PARK, SUITE 100
IRVINE, CA 92606
T: 949-679-0090

CIVIL ENGINEER: SCOTT M. WILSON | LICENSE NO. 49884 | EXP. DATE 9-30-22

OWNER:
Toll Brothers
AMERICA'S LUXURY HOME BUILDER®
725 W. TOWN & COUNTRY ROAD, SUITE 200
ORANGE, CA 92868
CONTACT: KRIS CAMPBELL

VESTING TENTATIVE TRACT MAP 82725
"METRO HEIGHTS"
STATISTICAL SUMMARY & STREET SECTIONS

SHEET 2 OF 8

LEGEND

- DOMESTIC WATER LINE (PROP) — W
- SANITARY SEWER LINE (PROP) — S
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- FIRE HYDRANT
- CATCH BASIN (PROP)
- STREET LIGHT
- RETAINING WALL
- EASEMENT
- FUEL MODIFICATION ZONE LIMIT LINE
- FACE OF CURB & GUTTER
- TRACT BOUNDARY
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- PROPOSED CONTOUR — 205
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EASEMENT NOTES

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GRAPHIC SCALE
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(IN FEET)
1 inch = 40 ft.

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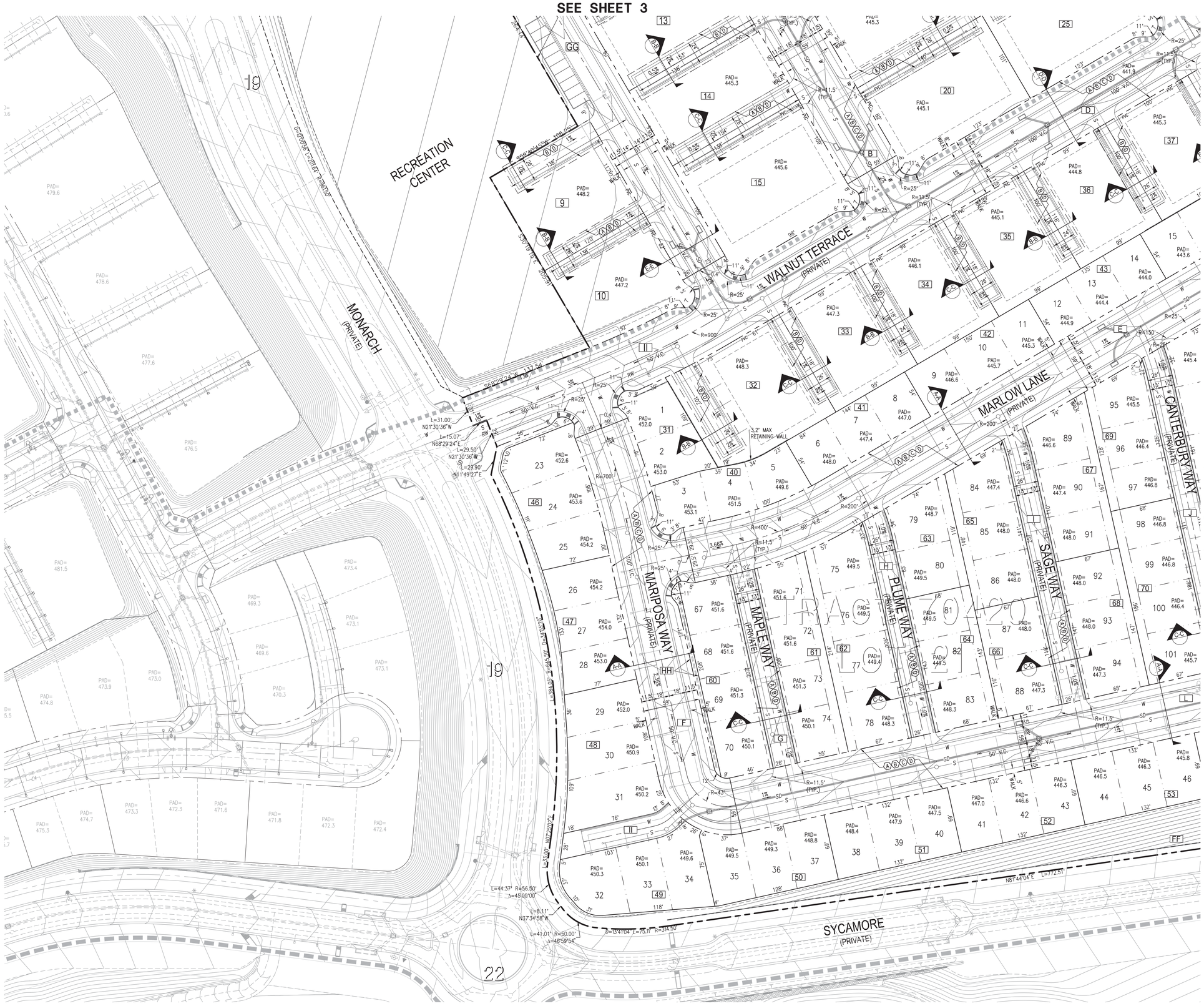
VESTING TENTATIVE TRACT MAP 82725 "METRO HEIGHTS" TRACT 82725 MAP SHEET

SHEET 3 OF 8

SEE SHEET 3



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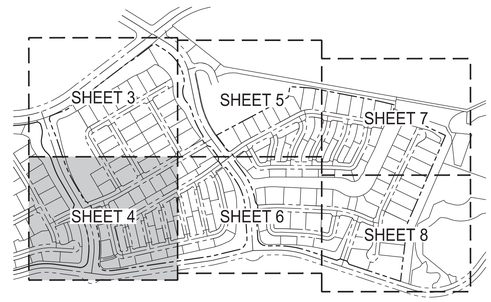

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SHEET 4 OF 8

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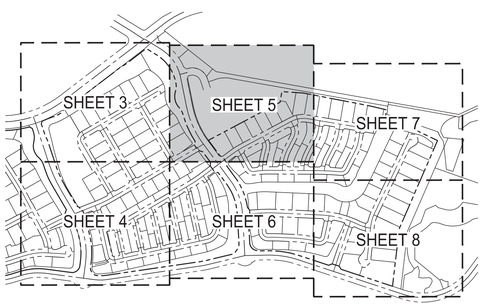

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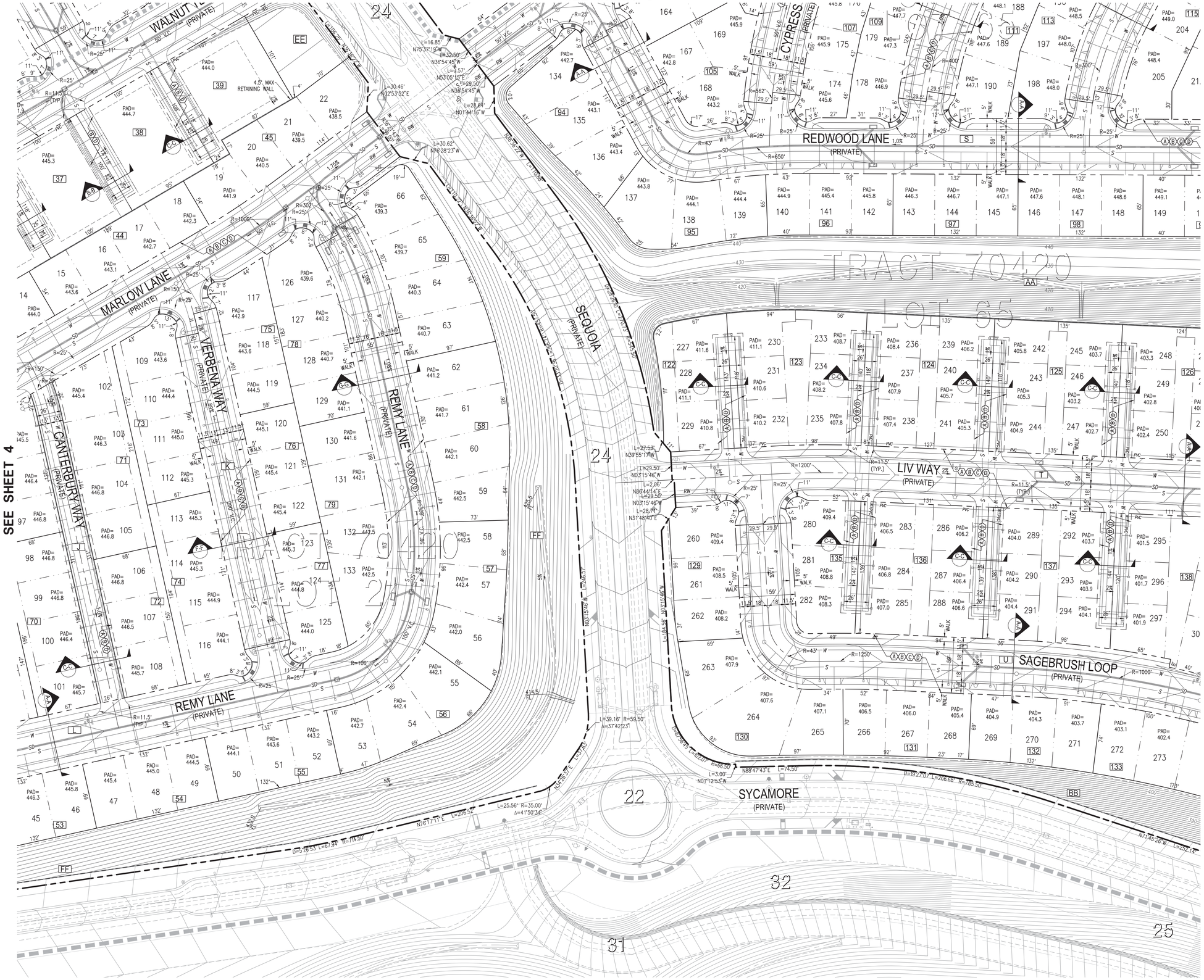
SHEET 5 OF 8

SEE SHEET 5

SEE SHEET 4

SEE SHEET 8



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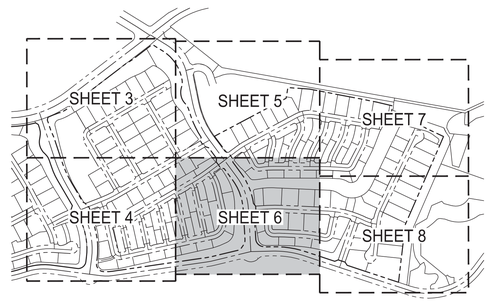

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SHEET 6 OF 8

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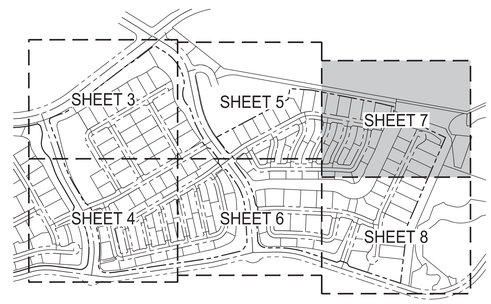

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SHEET 7 OF 8

SEE SHEET 7

SEE SHEET 5

TRACT 70420
LOT Y

LIV WAY (PRIVATE)
SAGEBRUSH LOOP (PRIVATE)
BRIDELWAY COURT (PRIVATE)
RANGER COURT (PRIVATE)
SYCAMORE (PRIVATE)

FUEL MOD LINE
10' A-ZONE
B-ZONE

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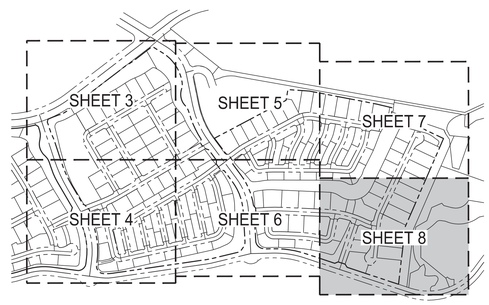

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SHEET 8 OF 8

MONTEBELLO HILLS SPECIFIC PLAN

VESTING TENTATIVE MAP TRACT MAP 70420

CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM STATUS OF PERFORMANCE

(July, 2019 Final "A" Map)

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
PLAN PLANNING CONDITIONS					
1. PDFs will become Conditions. Each and every PDF contained in the Final Environmental Impact Report for the proposed Project, certified by the City Council on June 10, 2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR[1] as appropriate	This matrix identifies mitigation measures required prior to Final "A" map approval and those that are not applicable until post-Final 'A' Map (referred to as the "Final Tract Map" for purposes of this matrix.) The City certified the Final EIR on June 10, 2015.	City Engineer	Reso. No. 15-32 adopted by the City Council on June 10, 2015.	
2. The applicant shall defend, indemnify, and hold harmless the City of Montebello and its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Montebello, its officials, officers, employees or agents to attack, set aside, void, or annul any approval or conditional approval of the City of Montebello concerning the Montebello Hills Specific Plan project and/or land use decision related thereto, including but not limited to any approval or	Toll/SPR as appropriate	SPR's predecessor Cook Hill Properties indemnified City prior to Project Approvals. Toll has indemnified City as part of final map process.	City Attorney	See 6/17/2019 Final Map (Title of Monitoring Report or Recording Document (if applicable))	

[1] The subdivider is Toll Brothers, Inc. ("Toll") and the property owner is Sentinel Peak Resources ("SPR").

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
conditional approval of the City Council, Planning Commission, or City Staff, which action is brought within the time period provided for in Government Code Section 66499.37 or other provision of law applicable to this project or decision. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Montebello Hills Specific Plan project and/or land use decision related thereto and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees, and agents in the defense of the matter.					
3. Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program for the proposed Project, adopted by the City Council on 06/10/2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR as appropriate	Prior to Final "A" Map or "B" Map as may be appropriate.	Planning and Community Development/Dept. of Public Works	See 6/17/2019 Final Map	
4. This approval shall become null and void if final maps have not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the City Council upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Ordinances. In granting any such time extension, the City of Montebello may impose new conditions and standards on the Vesting Tentative Tract Map, and subsequent tract maps, pursuant to Section 66498.1(e) of the Government Code.	Toll	No extension requested.	City Attorney has confirmed term of VTTM 70420.	See 6/17/2019 Final Map	
5. The Vesting Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the Vesting Tentative Tract Map date	Toll	VTTM was approved on June 10, 2015. The EIR litigation tolled the effective date of the VTTM until July 24, 2018 and the map term	City Attorney has confirmed term of VTTM 70420. City Engineer/City	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
stamped 3/30/2015, and as modified by the Conditions of Approval for this project. The Final Tract Map(s) shall be in substantial compliance with the Vesting Tentative Tract Map and the Conditions of Approval for this project.	 Toll	expires July 24, 2020.	Council		
6. All off-site public improvements shall be located within public rights-of-way or easements for public purposes. The Vesting Tentative Tract Map approval is subject to the applicant's acceptance of the City of Montebello's requirements for acquisition of said public rights-of-way and public easements, including the Applicant's financial responsibility. The Director of Public Works shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition.	Toll	This condition was fulfilled since it was required to be completed before VTM 70420 was approved on June 10, 2015.	Director of Public Works[2]	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map) See Street Improvement Plans dated 4/8/2019 and Public Sewer Improvements Plan dated 6/4/2019.	
7. The Applicant shall participate in on-site and off-site water service improvements as may be required by the serving water purveyor.	Toll	Ongoing duty	City Engineer	April 29, 2019 Central Basin Municipal Water District	
8. The Applicant shall submit "Will Serve" letters from **ALL** utility companies who will be required to serve the new site, including but not limited to, San Gabriel Valley Water Company, Southern California Gas, Southern California Edison, AT&T and Cable Provider prior to the recordation of the Final Tract Map.	Toll	Will serve letters Dated 11/2018-5/3/2019 as indicated below.	Public Works Dept.	See Final Map and City Engineer Plan Check Los Angeles County Sanitation District dated 01-29-19 Central Basin Municipal Water District, dated 04-29-19	
9. The Applicant shall provide a dry Utility Plan showing the Point of Connection to the utility mainline	Toll	Completed – See Sheet #3of 6/13/2019.	Public Works Dept.	See Dry Utility Composite Plan, dated 6/13/19	

[2] Director of Public Works and Director of Planning or their designee.

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
and the onsite termination point for all utilities.					
10. When construction is complete, the Applicant shall provide a Master Utility Plan to the Public Works Department.	Toll	Not applicable until post-final 'A' map.	Public Works Dept.	Final "A" Map with Utility Plan	
11. The Applicant's engineer shall coordinate with all utility companies during the design phase of the Vesting TTM and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.	Toll	This condition was a prerequisite to the approval of the VTTM on June 10, 2015,	City Engineer	See Street Improvement Plans dated 4/8/2019	
12. The Applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.	Toll	Ongoing duty	Planning Department	(Title of Monitoring Report)	
13. The Applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.	Toll	Sentinel/Toll are responsible for ongoing maintenance of the site during project phasing. Hydrology study prepared for VTTM on July 15, 2008 and updated on April 2019.	City Engineer	April 2019 Montebello Hills Development City of Montebello Drainage Report Volume 1 and Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
14. Prior to the issuance of the first mass grading permit, construction staging and access plans shall be submitted to the Director of Public Works. The Applicant shall provide for controlled/restricted ingress and egress on to existing City streets during construction of improvements other than residential development. Plans for such controls/restrictions shall be submitted to the Director of Public	Toll	Prior to issuance of Mass Grading Permit.	Director of Public Works	N/A (Title of Monitoring Report)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
Works for review and approval.					
15. The Applicant shall complete the construction of those street improvements (*i.e.*, both public and private) outlined in the approved FEIR Traffic Study, and pursuant to the timing for such improvements as stated in the FEIR, where such improvements intersect existing public rights-of-way. The phased improvements shall include at a minimum, all required improvements on Montebello Boulevard, on Plaza Drive, and at the intersections of Montebello Boulevard and 'A' Street, Montebello Boulevard and Paramount Boulevard and 'B' Street and Plaza Drive and the widening of Montebello Boulevard, as determined by the Director of Public Works, in consultation with the Applicant.	Toll	Not applicable until post-final 'A' map.	Director of Public Works	See Street Improvement Plans dated 4/8/2019	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE APPROVAL OF THE FINAL TRACT MAP					
16. The Applicant shall comply with all provisions of the latest Subdivision Map Act, the City's Municipal Code, other City ordinances, and the Building Code. Where applicable, these provisions must be met prior to recording the Final Tract Map.	Toll	Project in substantial conformance as demonstrated in this matrix.	City Engineer/City Council	See 6/17/2019 Final "A" Map and this Matrix.	
17. A Final Tract Map must be processed through the Director of Public Works Office prior to being filed with the Registrar-Recorder/County Clerk's Office.	Toll	Final map will be approved by City Engineer prior to City Council Approval and prior to Recordation	City Engineer/City Council	See 6/17/2019 Final "A" Map	
18. The map shall be prepared from a field survey in accordance with standard industry practice.	Toll	Field survey conducted in November 2018	N/A	See Sheets 5-7 of the 6/17/2019 Final "A" Map	
19. The Applicant shall provide legal description and reference mapping.	Toll	Legal description and reference mapping in the Preliminary Title Report (dated April 3, 2019)	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
20. The Applicant shall provide a title report/guarantee updated within 90 days of submittal to the City of the Final Tract Map, showing all fee owners and interest holders when a Final Tract Map is submitted for plan check. This account must remain open until the Final Tract Map is filed with the County Recorder.	Toll	Prior to final map approval. [Toll to provide title guarantee]	City Engineer	(Title of Monitoring Report)	
21. An updated title report/guarantee must be submitted ten (10) working days prior to Final Tract Map approval by City. Following Final Tract Map filing, a title report guarantee is to be submitted to the City.	Toll	April 3, 2019 title report submitted with Final "A Map [Toll to provide title guarantee.]	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	
22. The Final Tract Map as well as any and all subsequent tract maps shall be based on a field survey.	Toll	Field survey conducted in November 2018 and noted on Sheets 5-7 of the Final Tract Map	City Engineer	See Sheets 5-7 of Final "A" Map	
23. All field surveying for the proposed development, including the location and marking of all existing monuments and ties thereto and the setting of new monuments, shall be done by a state licensed surveyor. This includes the setting of centerline monuments and the preparation of centerline ties, all of which shall be done to the satisfaction of the Director of Public Works.	Toll	Field survey conducted in November 2018 and noted on pages 5-7 of the Final Tract Map. The setting of centerline monuments and the preparation of centerline ties will occur post-final 'A' map.	City Engineer	See Sheets 5-7 of Final "A" Map	
24. For each Final Tract Map submittal, the Applicant shall provide two copies of the Surveyor's closure calculations.	Toll	With filing of the Final Tract Map	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
25. New boundary monuments shall be set in accordance with the City standards, professional surveying standards, and subject to approval by the Director of Public Works. The Applicant shall post a monument bond in an amount	City Engineer	At the time of Final "A" Map	City Engineer/ Director of Public Works	See Sheet 3 of 29 of 6/17/2019 Final Map See Bonds Submitted on 6/13/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
satisfactory to the Director of Public Works to ensure the monuments have been found and new monuments set in a timely manner.					
26. All existing easements must be identified prior to Final Tract Map approval. If an easement is blanket or indeterminate in nature, a statement to that effect must be shown on the Final Tract Map including an area of location in lieu of its precise location.	Toll	Due upon the filing of the Final Tract Map. However, all known easements are already identified in the Preliminary Title Report (dated December 5, 2017)	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map and Preliminary Report Dated December 5, 2017	
27. The Applicant shall provide references for any existing, found, and/or set bench marks.	City Engineer	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 3 of 29 of 6/17/2019 Final "A" Map	
28. The Applicant shall provide maps in digital format to the City and County of Los Angeles per County requirements. Submit a copy of the Final Tract Map on a CD disc in PC format. Submit signed Mylar originals of the Final Tract Map as a part of the recordation.	Toll	Due upon the filing of the Final "A" Map	City Engineer	6/17/2019 Final "A" Map	
29. The location, name of owner, type, boundary lines, identification and status of all existing easements shall remain on the Final Tract Map. The same applies to all new easements that are to be established or existing easements to be vacated. Easements that are to be tentatively required are subject to review by the City Engineer to determine the final locations and requirements.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map	
30. As a part of the Final Tract Map process, the Applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Director of Public Works.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheets 3 and 4 of 29 of 6/17/2019 Final "A" Map	
31. Signatures of record title interests	Toll	Due upon the filing of	City Engineer	See Sheet # 1 of the Final "A" Map dated	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
are to appear on the Final Tract Map.		the Final "A" Map		17, 2019.	
32. A Master Covenant Agreement for maintenance of BMPs shall be recorded at the County of Los Angeles. The agreement shall include provisions for maintenance of private facilities, including compliance with an approved Storm Water Management Plan for any required BMPs including a maintenance exhibit. The Master Covenant Agreement shall be recorded concurrently with the filing of the Final Tract Map, at the discretion of the Director of Public Works.	Toll	[Toll to provide]	Director of Public Works	[Toll to provide]	
33. The Applicant shall comply with the current LARWQCB 401 and City of Montebello LID requirements and as shown on the Final Tract Map.	Toll	Toll filed an application for a Section 401 Water Quality Certification in March, 2019. LID measures shown in Final Map	City Engineer	LARWQCB is currently reviewing the Section 401 Water Quality Certificatoin.	
34. This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Los Angeles Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Los Angeles Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements for construction.	Toll	Toll to submit SWPPP dated _____, 2019. Toll will file a Notice of Intent with LARWQCB prior to commencement of grading.	City Engineer	Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
35. All plans and construction of public works (streets, etc.) shall be per the City of Montebello Standards, Montebello Hills Specific Plan, the Greenbook or Caltrans Standards, as applicable depending on the location of the public works.	Toll		City Engineer	See Street Improvement Plans dated 4/8/2019	
36. The location and method of operation of any vehicle restricting	Toll	Not applicable until	Director of Public	See Street Improvement Plans dated 4/8/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
gate shall be subject to the approval of the Director of Public Works, and the City Fire Department prior to issuing a permit for the construction of the gate as shown on the Final Tract Map.		post-final 'A' map.	Works and Fire Dept.		
37. Design of bus turnouts along Montebello Boulevard shall be subject to the approval of the Director of Public Works prior to issuance of the 1,000th building permit.	Toll	Prior to 1,000th building permit.	Director of Public Works	_____ (Title of Monitoring Report or Recording Document (if applicable))	
38. The Applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees prior to recordation of "B" level builder tract maps. Grading activities extending beyond "B" level map boundaries shall require prior approval of the Director of Public Works and Director of Planning and Community Development. Such grading activity shall be reflected in the Subdivision Improvement Agreement for that particular "B" level tract map.	Toll	Backbone infrastructure approved with this Final "A" Map. In-tract improvements to be addressed in Final "B" Map.	Director of Public Works/Director of Planning	See 6/13/2019 Final Map Improvement Agreement and bonds for Final "A" Map.	
39. Grading Plans shall be submitted for review and approval by the Director of Public Works prior to the issuance of a grading permit.	Toll	Preliminary Grading Plan prepared by Wilson Makami as of 3/31/19 See Sheets 6 and 7 of Final "A" Map Grading Plans and Tentative Tract 70420 Sheet 6 and 7	Director of Public Works	Phase A Preliminary Grading Plan dated _____, 2019 and Tentative Tract Map 70420 (Sheet 6 and 7 of 10)	
40. The Applicant shall submit documentation to the Public Works Department verifying that the applicant has filed for Notice of Intention to Abandon/Re-abandon (Form OG 108) to DOGGR for any and all wells that that are affected by grading activities prior to the issuance of grading permit(s).	Toll	Due prior to issuance of the grading permit City has indicated that a permit will need to be issued for well abandonment in addition to DOGGR	Dept. of Public Works	_____ (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
41. Prior to recordation of the Final Tract Map, the Applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). No drainage is to leave the tract map boundaries as sheet flow or flow in existing low areas or possible downhill drainage courses/paths. All drainage is to be controlled on site, collected into pipes/conduits and transported to a permitted point of discharge so as to not cause soil erosion and or sedimentation. Any such drains/conduits outside of the development shall be either in existing public rights-of-way or in easements as approved by the City. All drainage facilities shall be the responsibility of the applicant to maintain after construction until accepted for maintenance by a public or private entity.	Toll	Prior to recordation of Final "A" Map; maintenance is post-final "B" map.	Dept. of Public Works	_____ (Title of Monitoring Report or Recording Document (if applicable))	
42. Where run-off is intended to drain from the future residential area (174-acre residential area) on to the adjacent or abutting area under separate ownership (314-acre open space area), the Applicant shall submit a drainage acceptance letter for each affected property owner and submit it to the Director of Public Works as required by State law prior to recordation of the Final Tract Map.	Toll	Prior to recordation of Final "A" Map.	Director of Public Works	_____ (Title of Monitoring Report or Recording Document (if applicable))	
43. A hydrology study and hydraulic report shall be prepared for the Final Tract Map and submitted to the Director of Public Works for review and approval prior to issuance of a grading permit for each phase. The respective hydrology studies and hydraulics reports shall address on-site and off-site conditions and impacts at a construction level of detail.	Toll	Prior to issuance of grading permit for each phase.	Director of Public Works	Drainage Report (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
44. In addition, approval shall be obtained from the Los Angeles County Department of Public Works and the U.S. Army Corps of Engineers who operate the Whittier Narrows Dam and Rio Hondo Channel for that phase of grading where drainage discharges to their facilities.	(See Condition 41 above)	No discharge proposed to Whittier Narrows Dam and Rio Hondo Channel.	City Engineer	N/A	
45. Prior to any work in the Whittier Narrows Dam area, the Applicant shall submit a copy of any necessary USACE Permit for that work. Any condition in the permit, which impacts project grading or construction should be detailed and noted on the plans. The Applicant shall submit a copy of the approved permit from the Army Corps of Engineers and the Los Angeles County Department of Public Works to the Director of Public Works. It is noted that the Final Tract Map and title report will indicate the provisions regarding easements granted to the United States of America for flowage and roadway associated with Whittier Narrows Dam.	(See Condition 41 above)	Toll/Sentinel applied for a new Section 404 Permit on 5/7/2019. Information submitted to City Engineer with Final "A" Map.	Director of Public Works	Department of the Army Permit (Number SPL-2008-00212-PHT) provisional permit issued but expired. New application filed with LA District of USACE on 5/7/2019.	
46. Any on-site and/or off-site storm drainage basins (temporary or permanent) for detention/ retention/sedimentation control shall be sized to handle a minimum of fifty (50) year storm event. All such basins shall have outlet drains/conduits and overflow weirs with embankment protection and protected spillway for control of any overflow. All permanent basins which serve the development are to be in the ownership of the Applicant and shall meet the minimum lot area and dimension requirements pursuant to City Zoning. All permanent basins shall have provisions for maintenance cleaning and removal of sedimentation and debris and plant overgrowth and	Toll	The basin is sized to handle a minimum of fifty (50) year storm event. Maintenance not applicable until post-final 'A' map.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
repair of any eroded areas as needed in a timely manner by the owner or designated entity.					
47. For each Final "B" level Builder Tract Map, a sanitary sewer-area study shall be prepared and submitted to the Director of Public Works for review and approval.	Toll	Not applicable until after-Final 'A' Map and before Final "B" Map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
48. No construction of structures using flammable materials shall be allowed until the water system has been installed and tested to the satisfaction of the Director of Public Works and City Fire Department demonstrating that the required fire protection flow and pressure is available from hydrants within a distance established by the Fire Department. The tests of the system shall be done using first the primary power sources and equipment and secondly using the redundant power sources and equipment.	Toll	Prior to issuance of building permits.	Director of Public Works/Fire Dept.	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR HABITABLE STRUCTURES FOR ANY PHASE OF THE SUBDIVISION:					
49. The Applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies or departments.	Toll	Applicable after-Final 'A' map and prior to issuance of building permits.	Director of Planning/Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
50. The Applicant shall provide the Director of Public Works with as-built plans and TV video inspection for all sanitary sewer mains dedicated to the City. The reports shall be provided on digital format CDs, as required by Director of Public Works, prior to final acceptance for maintenance.	Toll	Not applicable until after-Final 'A' map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:					
51. Adequate temporary sanitary disposal facilities shall be required on-site during all phases of construction and maintenance shall be done on a weekly basis at a minimum.	Toll	Applicable after-Final 'A' map and prior to issuance of building permits.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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52. If the Final Tract Map is to be phased, the Applicant shall have all drainage basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase.	Toll	If phased, all drainage basins installed and operable prior to completion of grading in first phase.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
53. All grading work shall be field reviewed continuously by Certified Inspectors and daily reports filed with the Director of Public Works under the supervision of the development's professional licensed soils engineer. At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the Director of Public Works prior to release of final grading. The Director of Public Works requires that the Certifications be executed by the geologists and engineers of record.	Toll	Not applicable until prior to Grading Permit and completion of final grading.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
54. All public improvements within, and necessary to support, a block or construction phase of any Final Tract Map shall be completed within one hundred eighty (180) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the Director of Public Works and Building Official. In no case shall the total occupancy for a Final Tract Map exceed a certain percentage until all public improvements within the final map have been completed to the satisfaction of the Director of Public Works. The percentage for each final tract map will be set forth in the Final Tract Map Conditions of Approval.	Toll	Not applicable until 180 days from issuance of first Certificate of Occupancy	Director of Public Works/Building Official	N/A (Title of Monitoring Report or Recording Document (if applicable))	
55. Prior to acceptance of public improvements, the Applicant shall have repaired any damage to new or existing public improvements caused by construction activities, obtain completion letters from all	Toll	Prior to acceptance of public improvements.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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utilities and have received signed sets of Mylar originals with 2 sets of bond black line prints of all as-builds plans. City approved street signs and posts shall be installed prior to acceptance of public improvements.					
RELEVANT NOTATIONS FROM VESTING TENTATIVE TRACT MAP NO. 70420					
1. In lieu of establishing final specific locations of building structures at this time, the owner and subdivider, at the time of issuance of grading or building permit, agree to develop the property in conformance with the City Code and other appropriate ordinances, such as the building code, plumbing code, grading ordinance, public street permit ordinance, mechanical code, zoning ordinance, underground of utilities ordinance, water ordinance, sanitary sewer and industrial waste ordinances, electrical code and fire codes.	Toll	Final "A" Map complies with applicable City Codes as indicated in submittal as to subdivision of large lots for financing and conveyance purposes. Final "B" Map will be prepared following future City approval of Vesting Tentative "B" Map.	City Engineer	N /A (Title of Monitoring Report or Recording Document (if applicable))	
2. (General Plan Use) Current use - residential low, medium and high density, general commercial Proposed use – residential development	Toll	Final "A" Map large lot parcels are consistent with General Plan and Montebello Hills Specific Plan land use designations.	Director of Planning	See Final Map Staff Report.	
3. Zoning: existing zoning - residential, agricultural, oil production district overlay (R-A-O) Proposed zoning - specific plan, oil production district overlay (SP-O)	Toll	Final "A" Map large lot parcels are consistent with Montebello Hills Specific Plan land use designations and zoning.	Director of Planning	See Final Map Staff Report.	
4. Proposed utility lines shall be underground.	Toll	Toll proposes to underground utility lines.	City Engineer	See Sheets 26-29 of Final "A" Map for easement details.	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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5. Gas service will be provided by the Southern California Gas Company. Gas lines will be underground.	Toll	Socal Gas Company will provide gas service and gas lines will be underground.	Southern California Gas Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
6. Electrical service will be provided by the Southern California Edison Company. All proposed electrical distribution lines will be placed underground, except for above ground equipment, transformers, pedestals, etc.	Toll	SCE will provide electrical service and electrical distribution lines will be underground except for the facilities indicated in Note 6.	Southern California Edison Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See SoCal Edison Will Serve Letter dated 5/3/2019.	
7. Telephone service will be provided by AT&T Communications. Telephone transmission lines will be underground, except for above ground equipment pedestals.	Toll	Telephone service will be provided by AT&T Communications. Transmission lines will be underground, except for above ground equipment pedestals.	AT&T Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See AT&T Will Serve Letter dated April 29, 2019.	
8. Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Toll	Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Charter Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See Charter Will Serve Letter Dated 11/16/2018.	
9. Domestic water and reclaimed water services will be provided by San Gabriel Valley Water Company. Water transmission lines will be underground.	Toll	San Gabriel Valley Water Company will provide domestic water and reclaimed water services. Water transmission lines will be underground.	San Gabriel Valley Water Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See San Gabriel Valley Water Company Will Serve letter dated May 1, 2019.	
10. Sanitary sewer service will be provided by and sewer lines will be owned by the City of Montebello Sanitary Sewage treatment will be provided by the county of Los Angeles Sanitation Districts, No. 2 and No. 15.	Toll	The City will provide sewer conveyance and LA Sanitation District No. 2 and No. 15 will provide wastewater treatment service.	City of Montebello and Los Angeles Sanitation Districts, No. 2 and No. 15	Public Sewer Improvements Plan dated June 2019 and County Sanitation Districts of LA County will serve letter dated April 24, 2019.	
11. Storm drain pipes will be owned and maintained by the City of Montebello and/or the	Toll	LA County Flood Control District will provide storm drainage system improvements	Catch basins-Subdivision's	Phase A Preliminary Grading Plan dated 4/25/19.	

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Council Los Angeles County Flood Control District. Catch basins will be maintained by the subdivision's homeowner association. Storm drain discharge pipes and facilities to be placed in the Whittier Narrows Dam Basin Area and in US Governmental Property are to be maintained by the Los Angeles County Flood Control District and the U.S. Army Corps of Engineers under permits and easements with these agencies.		and maintenance. The HOA will be responsible for maintaining project area detention basins. No discharge will occur to Whittier Narrows Dam Basin Area.	homeowner association Storm drain discharge pipes- Los Angeles County Flood Control District and the U.S. Army Corps Of Engineers		
12. Fire protection services will be provided by the City of Montebello Fire Department.	Toll	The Fire Department will provide fire protection services.	Montebello Fire Department	N /A (Title of Monitoring Report or Recording Document (if applicable))	
13. School services will be provided by the Montebello Unified School District.	Toll	MUSD will provide school services.	Montebello Unified School District	N /A (Title of Monitoring Report or Recording Document (if applicable))	
14. The developer will comply with energy conservation measures set forth in Title XXIV of the California Administrative Code.	Toll	The project will comply with Title 24.	Building Official	N /A (Title of Monitoring Report or Recording Document (if applicable))	
15. The approval of this map shall remain in force for a period of twenty-four (24) months.	Toll	Toll has timely filed the final map prior to the expiration of the VTTM term.	City Attorney	N /A	
16. The subdivider reserves the right to file multiple final maps for this Vesting Tentative Tract Map.	Toll	Toll intends to file multiple final maps.	City Engineer	See Final "A" Map.	
17. The subdivider reserves the right to re-configure and to add additional lots on the final tract map(s). The total number of developed dwelling units	Toll	Toll will address in the Final "B" Map	City Engineer	N /A	

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will not exceed 1,200 units.					
18. All proposed streets shown in the development are public streets, subject to change in the future. All public streets shall be maintained by the City of Montebello.	City of Montebello	The Final "A" Map identifies public streets.	Director of Public Works	See Final "A" Map.	
19. Maintenance of all non-residential lots shall be the responsibility of either a homeowners association, public agency, or private entity. (see sheet 3 for detailed breakdown)	Toll	An ownership exhibit identifies HOA maintained parcels.	Either (i) a HOA, (ii) a public agency, or (iii) a private entity	See Sheet 2 of Final "A" Map.	
20. Proposed utility locations and easements are approximate. Actual locations and easement widths will be reflected on the final map(s) and final improvement plans.	Toll	See sheet of Final "A" Map.	City Engineer	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
21. Existing easements that are located within, and that conflict with, the proposed development, shall be resolved with a re-location of easement-holder facilities, together with a quitclaim of the existing easements and a re-establishment of facilities and easements, where required.	Toll	Easements will be relocated within the development footprint and facilities will be that conflict with the proposed residences. Easements located in the Conservation Area do not conflict with the residential development and will remain to the extent existing facilities remain post-development.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
22. All trails shown outside public street right-of-way will be located in an easement for pedestrian purposes.	Toll	Trails will be mapped as part of the Vesting Tentative "B" Map.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
AIR QUALITY					
Measure AQ-1 The construction contractor shall ensure that off-road construction equipment engines utilize Tier 3 or better engines, or other equivalent methods approved by the CARB, to reduce air emissions. After January 1, 2015 all off-road diesel-	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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powered construction equipment greater than 50 horsepower (hp) shall meet the Tier 4 emission standards, at a minimum. In addition, if not already supplied with a factory-equipped diesel particulate filter, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the Contractor shall achieve emission reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. Alternatively, the Lead Agency could rely on the Green Construction Policy used by LA County Metro or the ports of Los Angeles/Long Beach. These policies include provisions to "step down" from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met.					
Measure AQ-2 The construction contractor shall ensure that all off-road construction equipment greater than 100 hp will be equipped with CARD Verified Level III catalysts or other equivalent methods such as Tier 4 engines, approved by the CARB, to reduce PM emissions at least 85 percent.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-3 The Applicant shall prepare and implement a Fugitive Dust Plan per SCAQMD guidelines including submission of a large operations notification (SCAQMD Form 403) to the Executive Office of the SCAQMD within seven days of qualifying as a large operation in accordance with SCAQMD Rule 403 — Fugitive Dust that shall include the following or other measures with the equivalent level of reduction: 1. Water shall be applied every 3 hours to disturbed areas within the project's construction site. 2. Soil moisture shall be maintained at a minimum of 12 percent for earthmoving by use of a moveable sprinkler system or a water truck.	Project Applicant / Contractor	Prior to the issuance of grading permit and during construction	Planning and Community Development / Designated Monitor[(1)]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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Moisture content shall be verified either by lab sample or moisture probe. 3. The construction contractor shall re-establish ground cover through seeding and watering on those parts of the construction area that will not be disturbed for lengthy periods, generally defined as two or more months. 4. The construction contractor shall ensure that all trucks hauling dirt, sand, soil, or other loose materials be tarped with a fabric cover and maintain a freeboard height of 12 inches. 5. A pipe-grid trackout-control device shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 6. A gravel bed trackout apron (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 7. Paved interior roads shall be 100 feet long, 12-feet wide per lane and edged by rock berm or row of stakes, or add 4-foot shoulder for paved roads. 8. Maximum speed on unpaved roads shall not exceed 15 miles per hour (mph). 9. Chemical dust suppressant shall be applied to unpaved parking areas immediately upon observing visible dust emissions. 10. Construct three-sided enclosures with 50 percent porosity around storage piles. 11. Storage piles shall be watered by hand or covered when wind speeds exceed 25 mph. 12. Chemical soil stabilizers shall be applied on inactive construction areas (disturbed lands within construction projects that are unused for at least 4 consecutive days or					

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less if visible dust emissions are observed). 13. The Applicant shall appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. 14. All excavating and grading operations shall cease when wind speeds (as instantaneous gusts) exceed 25 mph. 15. Streets shall be swept at the end of the day or whenever visible soil is carried onto adjacent public paved roads (recommend water sweepers with reclaimed water).					
Measure AQ-4 The construction contractor shall properly maintain all construction equipment as per the manufacturers' recommendations.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-5 Truck and off-road construction equipment idling shall be limited to no more than 5 minutes on and off-site in accordance with CARB regulations for In-Use Off-Road Diesel Vehicles.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-6 The construction contractor shall use coating and solvents with a VOC content equal to or lower than required under SCAQMD Rule 1113 (50 grams per liter [g/L] after 2014). The construction contractor shall use varying-pressure-low-volume (VPLV) paint applicators or other application techniques with equivalent or higher transfer efficiency.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-7 To reduce VOC emissions, construction shall minimize painting requirements, as follows: 1. For common area facilities, the primary structure shall be constructed either with materials that do not require painting or with	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	

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pre-painted construction materials. This limitation shall not apply to appurtenances, accessories, trim or materials added to the main structure, including, but not limited to: trim, railings, wood corbels, accent shutters, wrought iron, decorative details (including wood posts or columns) or wood window trim surrounds. 2. For individual residences, the exterior shell of all residences or residential buildings shall be constructed either with materials that do not require painting or with pre-painted construction materials. All architectural details and trim, as described above, are exempt from this requirement. Accessories and appurtenances on residences that can be painted include all detail elements described or illustrated in drawings or photos for each of the architectural styles in the MHSP, Section 8, Design Guidelines.					
Measure AQ-8 The construction contractor shall ensure that construction activities will use electricity from power poles rather than temporary diesel or gasoline power generators.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor(1)	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-9 Construction parking shall be configured to minimize traffic interference. In addition, the Applicant shall (a) provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site, (b) reroute construction trucks away from congested streets or sensitive receptor areas, and (c) improve traffic flow by signal synchronization.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor(1)	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-10 Temporary traffic controls such as a flag person shall be provided by the construction contractor during all phases of construction to maintain smooth traffic flow.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor(1)	_____ (Title of Monitoring Report)	

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Measure AQ-11 The construction contractor shall ensure that deliveries associated with construction activities shall be scheduled for off- peak hours.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report)	
Measure AQ-12 Construction trucks shall avoid residential areas.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report)	
Measure AQ-13 The construction contractor shall implement an Employee Commute Reduction Program (ECRP) that follows the SCAQMD guidelines, and at a minimum shall provide incentives to workers to carpool to the construction site.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor[(1)]	(Title of Monitoring Report)	
Measure AQ-14 Final design plans of the community facility (recreational facility and public park) and residential units shall indicate that "Energy Star" type criteria for building construction shall be utilized, including solar hot water heating for the community swimming pool, Energy Star lights and lighting fixtures, and Energy Star appliances, and heating, ventilation and air conditioning (HVAC) systems. Electric car charging stations for both non-residential and residential uses shall be installed to allow for charging of electric vehicles and NEV systems and to create a local "light vehicle" network, such as neighborhood electric vehicle (NEV) systems.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor[(1)]	(Title of Monitoring Report)	
Measure AQ-15 Final design plans shall indicate that all fireplaces in the residential units shall use natural gas only. Outlets for electric and natural gas barbeques shall be provided at all residences.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-16 The Applicant shall provide bike paths along all arterial/collector roadways, and an enhanced pedestrian access, including sidewalks on both sides of streets and access to bus stop within 1/4 mile.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor[(1)]	(Title of Monitoring Report or Recording Document (if applicable))	

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Measure AQ-17 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measures: 1. The oil field operator shall install and maintain air quality emission control equipment consistent with the rules and regulations of the SCAQMD. 2. The oil field operator shall have a gas buster and a portable flare, approved by the SCAQMD, at the oil field and available for immediate use to remove any gas encountered during drilling operations. 3. The oil field operator shall have hydrogen sulfide and lower explosion limit (LEL) monitors at the drill rigs during drilling operations. 4. The oil field operator shall install a pressure monitoring system on all oil tanks. The monitoring system shall notify the operator via an alarm when the pressure in the tank gets within 10 percent of the tank relief pressure. 5. The oil field operator shall continue using an odor suppressant when loading and transferring material to the bioremediation farms. The bioremediation farms shall be removed as part of the grading activities, and shall not be present when the homes are occupied. 6. New equipment that is installed at the oil field shall be equipped with Best Available Control Technology (BACT) as required by the SCAQMD rules and regulations.	Project Applicant	Prior to the issuance of the first certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-18 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure:	Project Applicant	Prior to the issuance of any certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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The oil field operator shall install air quality emission control technologies systems as required by the SCAQMD, including but not limited to vapor recovery systems that shall be located, installed, operated and maintained as required by the SCAQMD.					
BIOLOGICAL RESOURCES					
Measure BR-1 Prior to any ground disturbance, the grading limit line shall be surveyed, staked, and fenced under the supervision of the biological monitor. No native vegetation removal or grading shall occur outside of the project site, city right-of-way and off-site improvement area, or the impact area within the Reserve adjacent to Lincoln Avenue. Fenced impact limits shall include erosion control measures to minimize erosion and siltation during initial vegetation clearing/removal and project construction through the use of silt fencing, siltation basins, gravel bags, or other controls necessary to stabilize the soil in cleared or graded areas. Erosion control measures shall be installed prior to the onset of vegetation clearing/removal. These measures shall be maintained in good repair until the completion of project construction.	Project Applicant / Contractor / Biological Monitor	Prior to any ground disturbance	Monitor will prepare report for USFWS per Conservation Measure (CM) #21 of 2009 BO and will submit a copy to the Planning Director	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-2 The revegetation of 58.2 acres of coastal sage scrub on manufactured slopes of Phases A, B, and C would be initiated immediately (*i.e.*, within 6 months) following the grading of each phase and shall be conducted as described in the BO (USFWS 2009). An additional 0.9 acres of revegetation on connector roads would be completed following abandonment of the oilfield. In addition, the Applicant shall implement the conservation measures included in the BO for Montebello Hills Oil Field Operations and Habitat Restoration Project (FWS-LA-4077.6; USFWS 2007a). These measures shall provide 87.4 acres of created habitat and 78 acres of enhanced coastal sage scrub in the Reserve.	Project Applicant / Contractor	Revegetation: On manufactured slopes (*i.e.*, within 6 months) following the grading of Phases A, B, and C Creation: On natural slopes prior to and during construction Enhancement: On natural slopes prior to and during construction	CM #8 will be initiated within 6 months of grading and Biological Monitor will report monitoring findings to USFWS with copy of report to be provided to Director of Planning	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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Measure BR-3 Native plant seeds collected from Montebello Oil Field and the adjacent Puente/Chino Hills shall be the primary source of seeds for revegetation on manufactured slopes and creation areas. Planting stock from other regions shall not be used without prior approval by the USFWS. Planting, seeding, and maintenance of the manufactured slopes may occur year round; *however*, actions conducted during the breeding season shall be coordinated with the biological monitor and no actions shall occur within 100 feet of an active nest. All planting, seeding (except hydroseeding) and maintenance work shall be conducted with hand tools (*i.e.*, machete, sickle, rake, hoe, or shovel).	Project Applicant / Contractor	Revegetation: On manufactured slopes (*i.e.*, within 6 months) following the grading of Phases A, B, and C Creation: On natural slopes prior to and during construction	Biological Monitor will implement CM #9 per Biological Opinion timing and Monitor will supmit report to USFWS with copy to Planning Director	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-4 Vegetation removal within Phases A, B, and C may proceed after the Applicant has demonstrated to the USFWS that the acreage and percent cover of CSS vegetation within created, enhanced, and revegetated habitat meets specific performance criteria in addition to meeting other applicable conditions in the 2009 BO. The quantity (acreage) of CSS and the percent cover of native species shall be determined by Daubenmire plot studies (or equivalent vegetation survey methods) within the Reserve and on manufactured slopes within the project site. Vegetation surveys shall be conducted between March and June, prior to and within the same year as vegetation removal. The Applicant shall submit a report to the USFWS documenting the status of the performance criteria prior to initiation of each grading phase. Grading of the next phase shall not commence until approved by the Service. a. Habitat Restoration Success Criteria for Vegetation Removal within Phase A – Vegetation clearing within Phase A grading areas can be initiated when the Reserve includes approximately 146 acres of CSS as a combination	Project Applicant / Contractor	Approval of USFWS that performance criteria and other applicable conditions in the 2009 BO have been met (prior to initiation of each grading phase) per CM #10	Biological Monitor will prepare report documenting the status of success criteria prior to initiation of each grading phase with copy of report to be submitted to Planning Director Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 50 percent absolute cover. In addition, native vegetation within creation areas shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent comprised of California buckwheat (*Eriogonwn fasciculatum*) and 5 percent prickly pear cactus.			Director.		
b. Habitat Restoration Success Criteria for Vegetation Removal within Phase B – Vegetation clearing within Phase B grading areas can be initiated when the Reserve includes approximately 146 acres of CSS as a combination of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 28 acres of CSS shall be revegetated on manufactured slopes that are created as part of Phase A grading.			See above.		
c. Impacts to potential cactus wren habitat in Phases A and B shall be mitigated through creation and/or revegetation of cactus scrub patches within already established coastal sage scrub restoration, including the Reserve and on					

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graded slopes of Phase A, B, and C. Potential cactus wren habitat will ultimately include 8.5 acres. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Dodero (2008). Patches will be ≥3.3m x 4.5m, with at least one stand ≥lm in height, where cactus constitutes ≥40% aerial cover. d. Habitat Restoration Success Criteria for Vegetation Removal within Phase C – The following criteria shall be met prior to vegetation clearing within Phase C grading areas: • The Reserve includes approximately 146 acres of coastal sage scrub as a combination of enhancement areas (approximately 78.0 acres), and creation areas (approximately 68 acres), and the project site includes approximately 28 acres of revegetation on Phase A manufactured slopes. Native vegetation within the enhancement areas shall be greater than 75 percent absolute cover, in the creation areas shall be greater than 65 percent absolute cover, and Phase A manufactured slopes shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, 5 percent California buckwheat, and 5 percent prickly pear cactus. Native vegetation with revegetation areas on Phase A					

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manufactured slopes shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 12 acres of CSS shall be revegetated on manufactured slopes created as part of Phase B grading. • The number of California gnatcatcher pairs within the Reserve, Southern Edge Drainage Improvement Project, and City Right-of-Way areas must be at least 35 pairs in the winter (*i.e.*, January or February) immediately prior to Phase C grading. If less than 35 pairs are observed, Phase C vegetation removal shall not proceed unless authorized by the USFWS in consideration of other information provided by the Applicant regarding the status of the California gnatcatcher in the action area. • The Applicant shall document California gnatcatcher occupation and nesting on manufactured slopes within the project site relative to other portions of the action area. The sampling design for evaluating nest success on manufactured slopes shall be approved by the USFWS prior to implementation. "Nesting success" is defined as one nest on any manufactured slope that produces one fledging. Based on this study the Applicant shall work with the USFWS to determine landscape measures that may be necessary to improve and					

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maintain the overall habitat value of scrub vegetation on manufactured slopes. • Impacts to potential cactus wren habitat in Phase C shall be mitigated through creation of approximately 2 acres of potential cactus wren habitat creation and/or revegetation within already established coastal sage scrub restoration, within the Reserve, or Phase A and B manufactured slopes and/or Oil Operation slopes. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Dodero (2008). Patches will be ≥3.3m x 4.5m, with at least one stand ≥1m in height, where cactus constitutes ≥40% aerial cover. The coverage of cactus within the enhancement and creation area implemented via modified mitigation measures BR-4c and BR-4d translates to a mature condition that would include approximately 27 acres of created cactus scrub habitat within the 261-acre Reserve. This is a net gain of approximately 7 acres (approximately 35%) over baseline conditions. e. Salvaged cactus will be used to create cactus patches on graded slopes following the completion of each grading phase. Cactus salvage shall be conducted in accordance with the methods suggested by Hamilton (2009) and Dodero (2008) as well as standard practices for salvage and nursery propagation of native cactus.					

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f. A total of 10 nest boxes will be constructed and stationed within revegetated cactus scrub patches to encourage cactus wren nesting while the transplanted cactus matures prior to removal of cactus scrub vegetation in Phases A and B. Nest boxes will be designed with reference those used by Hamilton and Burger (2011) and described by Hamilton (2009). The location of nest boxes will be tracked by the project biologist and checked for occupancy concurrent with annual CAGN census requirements by the USFWS in the 2009 BO.					
Measure BR-5 The Applicant shall be responsible for maintenance and monitoring of the created habitat (87.4 acres) and re-vegetated habitat on manufactured slopes (58.2 acres) until the following criteria are met: a. No more than 5 percent absolute cover for non-native plant species as defined in the 2009 BO. b. 75 percent absolute cover of native species. c. At least 16 of the 30 native plants listed below shall occur at a greater than 1 percent absolute cover. • *Amsinckia menziesii* (common fiddleneck) • *Artemisia californica* (California sagebrush) • *Erigonum fasciculatum (California buckwheat)* • *Opuntia littoralis* (coast prickly pear) • *Encelia californica* (California encelia) • *Acmispon glaber (=Lotus scoparius)* (deerweed) • *Leymus (=Elymus) condensatus* (giant wild rye) • *Isocoma menziesii* (coastal goldenbush) • *Isomeris arborea* (bladderpod) • *Mimulus aurantiacus* (sticky	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 11	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	_____ (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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monkey flower) • *Rhus integrifolia* (lemonade berry) • *Eriophyllum confertiforum* (golden yarrow) • *Malosma laurina* (laurel sumac) • *Baccharis salicifolia* (mulefat) • *Phacelia cicutaria* (caterpillar phacelia) • *Pseudognaphallium biolettii (=Gnaphalium bicolor)* (bicolored cudweed) • *Eschscholzia californica* (California poppy) • *Deinandra (=Hemizonia) fasciculata* (tarweed) • *Heteromeles arbutifolia* (toyon) • *Lasthenia glabrata* (goldfields) • *Layia platyglossa* (tidy tips) • *Lupinus nanus* (sky lupine) • *Poa secunda* (pine blue grass) • *Festuca (=Vulpia) microstachys* (small fescue) • *Salvia mellifera* (black sage) • *Salvia apiana* (white sage) • *Marah macrocarpus* (wild cucumber) d. The revegetation area should not be irrigated for at least one year prior to determining that the performance criteria have been met.					
Measure BR-6 The Applicant shall be responsible for maintenance and monitoring of the enhanced habitat (approximately 78.0 acres) until these areas contain a minimum of 75 percent absolute cover of native species and no more than 5 percent absolute cover of non native plants as defined in the 2009 BO. The non-wasting endowment fund (see BR-17) shall not be used for maintenance or monitoring in association with the Applicant's completion of these criteria.	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 10(a)	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-7 The Applicant shall retain a qualified biological monitor to conduct activities as specified in the measures below. The biological monitor must be	Project Applicant / Biological Monitor	At least seven days prior to construction, approval of USFWS of the authorized biologist(s), and notification to	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating	_____ (Title of Monitoring Report or Recording Document	

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				SOURCE	COMMENTS
knowledgeable of California gnatcatcher biology and CSS ecology [thus, familiar with the fauna of this area, including native sensitive and migratory bird species]. At least seven days prior to initiating project activities, the Applicant shall submit to the USFWS, in writing, the name(s), any permit numbers, and resumes of all proposed biological monitors. Proposed activities shall not begin until an authorized biologist has been approved by the USFWS and the name(s) of the authorized biologist(s) has been provided to the ACOE by the Applicant. The monitor shall have the authority to halt/suspend all activities that do not adhere to the USFWS's 2009 BO.		ACOE of the authorized biologist(s), and notification to USACE of the authorized biologist(s)	grading of each phase and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-8 The biological monitor shall conduct a contractor education program for all personnel. This program shall emphasize the conservation of the California gnatcatcher and CSS species diversity [which includes all sensitive species, not only birds] during project construction and include: (a) the purpose of resource protection, (b) a description of the California gnatcatcher and its habitat, (c) the conservation measures that will be implemented in conjunction with project construction and (d) the general provisions of the FESA. Informative pamphlets and signage for fencing between the grading areas and the conserved areas shall be provided.	Project Applicant / Biological Monitor	Prior to construction and on an as-needed basis during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 20 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-9 Copies of the USFWS 2009130 shall be furnished to the Contract Foreman and all contractors as applicable. The Contract Foreman is defined here as the party responsible for ensuring avoidance and minimization measures are implemented for a particular activity in accordance with the BO.	Project Applicant / Biological Monitor	Prior to construction per CM 21	Biological Monitor shall submit report to USFWS documenting status of performance per CM 21in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-10 Vegetation removal and clearing for the project shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and most	Project Applicant / Biological Monitor	Prior to and during vegetation removal (between September 1 and February 15)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 24 in the 2009 BO and will submit a	(Title of Monitoring Report or Recording Document	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATIO N RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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native birds in southern California. All clearing of vegetation shall take place in the presence of a biological monitor. Prior to and during the initial clearing and grubbing of any CSS, or other suitable California gnatcatcher habitat, the biological monitor shall locate any individual California gnatcatchers on-site and direct operators to begin in an area away from the birds. In addition, the biological monitor shall walk ahead of clearing and grubbing equipment to flush birds towards areas of habitat that shall be avoided. During the course of vegetation remova,l the biological monitor shall provide a monthly summary detailing the locations of California gnatcatchers within approximately 100 feet of active clearing activities and any observed behavioral response.			copy to the Planning Director.	(if applicable))	
Measure BR-11 Grading and contouring of perimeter slopes within 150 feet of staked grading limits shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and raptor nesting season. If in the unlikely event that grading and contouring must occur within 150 feet of staked grading limits during the California gnatcatcher breeding season (between February 16 and August 31), the USFWS shall be contacted and a biological monitor shall conduct a survey to determine the presence of any nesting behaviors, nest building, egg incubation, or brood rearing activities. If nesting California gnatcatchers are detected within 100 feet of proposed grading or construction areas, California gnatcatcher nest monitoring shall be initiated and use of heavy equipment (scrapers, bulldozers, loaders, etc.) within 100 feet of active nests shall be postponed until the nest(s) are determined to be inactive. After the nest is confirmed to be inactive work can proceed. If operation of grading equipment results in nest abandonment, the ACOE and the USFWS shall be contacted immediately. The biological	Project Applicant / Biological Monitor	Between September 1 and February 15	Biological Monitor shall submit report to USFWS documenting status of performance per CM 25 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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monitor shall provide a monthly summary to the ACOE and USFWS detailing the locations of California gnatcatchers within approximately 150 feet of active grading or construction activities and any observed behavioral response.					
Measure BR-12 The following measures shall be implemented during project construction: a. All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities shall be restricted to designated areas within the fenced project impact limits. These designated areas shall be located in previously compacted and disturbed areas to the maximum extent possible in such a manner as to prevent runoff from entering existing native vegetation areas. These areas shall be clearly designated in the construction plans. b. A water truck with adequate hoses for fire control shall be maintained on-site during all habitat clearing and construction activities. CSS within the likely dust drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves as recommended by the biological monitor. c. Smoking shall be allowed only in designated areas equipped with sand boxes for the disposal of cigarette butts. d. Trash shall be stored properly (inaccessible to scavengers including crows and raccoons) and should be removed from the construction site on a daily basis. e. Dogs shall not be permitted on the construction site.	Project Applicant / Biological Monitor	Verify during final plans and during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 23 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-13 Surveys for the California gnatcatcher shall be conducted annually from 2009 through 2015 following the methods in NRC (2005) or other protocols as	Project Applicant / Biological Monitor	California gnatcatcher surveys: Conducted annually from 2009 through 2015, and then conducted once every	Biological Monitor shall submit report to USFWS documenting status of performance per CM 17 in the 2009	(Title of Monitoring Report or Recording Document	

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approved by the USFWS. Per the BO, and under the Long Term Management Plan (LTMP), surveys shall be conducted once every three years following Phase C construction. With regards to the Off-Site Improvement Area, the Applicant, in order to ensure the proposed project will not result in unanticipated adverse effects to least Bell's vireo, shall restrict the clearing of vegetation to the time period between September 1 and February 15 to avoid the majority of the vireo nesting season. A qualified biologist shall conduct a survey to confirm the presence or absence of vireo within 150 feet of the Off-Site Improvement Area prior to initiating vegetation clearing or construction during the least Bell's vireo breeding season. Should nesting vireos be observed within 150 feet of proposed activities, USFWS shall be contacted for further direction (*i.e.*, to help determine whether consultation should be reinitiated to address effects on the least Bell's vireo).		three years following Phase C construction Off-Site Improvement Area: Prior to vegetation clearing or construction (between September 1 and February 15)	BO and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-14 Brown-headed cowbird trapping shall be conducted by the Applicant annually, as necessary, until such time as management responsibilities for the Reserve are transferred to a management entity. The management entity shall continue cowbird trapping, as necessary, using funds specifically allocated for this purpose (including funding for a minimum of two traps annually) as part of the approved non-wasting endowment fund (see BR-17). Cowbird trapping shall be initiated when this species is observed in any abundance. The trapping program shall be designed to minimize and avoid nest parasitism on California gnatcatchers within the project site.	Project Applicant / Management Entity / Biological Monitor	Applicant: Annually, as necessary (when species is observed in any abundance), until management responsibilities are transferred to a management entity Management Entity: Minimum of two traps annually, as necessary (when species is observed in any abundance)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 18 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-15 A 10.6-acre fuel modification zone (not considered a part of coastal sage scrub creation) shall be revegetated with coastal sage scrub species approved for use in such areas, as listed in the 2009 BO, and should include no less than 2 acres of	Project Applicant / Contractor / Biological Monitor	Fuel modification zone revegetation following construction activities in this zone in accordance with the 2009 BO Fuel modification zone vegetation maintenance	Biological Monitor shall submit report to USFWS documenting status of performance per CM 19 in the 2009 BO and will submit a copy to the Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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potential cactus wren habitat. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Dodero (2008). Patches will be ≥3.3m x 4.5m, with at least one stand ≥lm in height, where cactus constitutes ≥40% aerial cover. Vegetation maintenance within the fuel modification zone shall occur as follows: a. Vegetation clearing/tree trimming/pruning (with the exception of hand-weeding of non-native vegetation) shall occur between August 31 and February 14. A biological monitor shall be present and responsible for flushing California gnatcatchers out of harm's way and towards adjacent undisturbed habitat. b. Hand-weeding of non-native vegetation may occur, in the presence of a biological monitor, during any time of the year. During the period from February 15 to August 30, the biological monitor shall conduct surveys for individual nests, prior to non-native vegetation removal and ensure that no weeding occurs within 100 feet of any active nest.		activities: (1) Vegetation clearing/tree trimming/pruning to occur Between August 31 and February 14; (2) Hand-weeding of non-native vegetation to occur any time of the year; and (3) Nesting surveys prior to non-native vegetation removal to occur from February 15 to August 30	Director.		
Measure BR-16 The Applicant shall submit a draft LTMP for the Reserve to the USFWS. An LTMP provides information and guidance about the formation and management of the Reserve and describes assurances that the area shall be effectively managed in perpetuity. The LTMP outlines the legal protection, funding, responsibilities and ongoing programs designed to ensure that habitat values for the California gnatcatcher are preserved in perpetuity. The Applicant shall submit a more detailed draft LTMP with an itemized cost list (including adequate contingency funds) for a non-wasting endowment fund to implement the LTMP to the USFWS and the ACOE for approval at least 120 days prior to the	Project Applicant / Land Manager or Other Appointee	Minimum of 120 days prior to vegetation clearing or ground disturbing activities, and approval of USFWS and USACE prior to vegetation clearing or ground disturbing activities	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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planned date of initiating vegetation clearing or ground disturbing activities within the project site. The USFWS will provide comments within 60 days of submittal of the draft LTMP. The Applicant shall submit to the USFWS and the USACE the final framework LTMP including separate finalized costs for managing the entire 260.6 acre Reserve for approval prior to initiating vegetation clearing or ground disturbing activities within the project site. The 2009 BO provides additional details with respect to the nature and timing of funding (see Conservation Measures 14 —15). The LTMP shall include, but is not limited to, the following actions to be completed by the land manager or other appointee: a. Conducting inspections of infrastructure and habitat. b. Controlling unauthorized human access to habitat areas. c. Maintaining gates, fencing and signs around the Reserve. d. Conducting habitat management in the Conservation Area (including repairing and revegetating manufactured slopes) as necessary to maintain no less than 65 percent absolute cover of native species (including dormant plants) and no more than 5 percent absolute cover of non-native plant species as defined in the 2009 BO. Sampling efficacy (*e.g.*, number of plots) will ensure that these values fall within 90 percent confidence intervals of sample means. e. Conducting trash removal. f. Removing feral and domestic animals (*i.e.*, dogs and cats) from the Reserve. g. Conducting cowbird trapping as necessary. Cowbird trapping is considered necessary if cowbirds are detected in the Reserve. h. Conducting surveys for the					

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California gnatcatcher and nesting raptors once every three years after 2015 following the methods in NRC (2005). See BR-I3 above for survey requirements until 2015. i. Submitting an annual report of management and monitoring activities to the ACOE and USFWS. j. Preparing educational material for homeowners including discussions of expected wildlife, the importance of pet control, and prohibited activities in the Reserve. k. Implementation of adaptive management strategies and practices to meet the LTMP goals and objectives, as necessary, and as can be accomplished within the management budget established for the endowment.					
Measure BR-17 Monitoring and management of the Reserve in perpetuity shall be assured by the Applicant in two phases. The Applicant shall submit to the USFWS and the ACOE an instrument demonstrating financial commitment and responsibility to provide the approved non-wasting endowment fund (*i.e.*, a bond or Letter of Credit) as identified in the LTMP for the 170.4 acre Conservation Area prior to the start of any vegetation removal within Phase A. The endowment fund security shall be held by an agent approved by the USFWS and ACOE. The amount of money required to manage the remainder of the Reserve (approximately 90.2 acres) as identified in the LTMP shall be secured (*i.e.*, with a bond or Letter of Credit) and held by an agent approved by the USFWS and ACOE prior to the start of any vegetation removal within Phase C.	Project Applicant	Prior to vegetation removal within Phase A (for the 170.4 acre Conservation Area) Prior to vegetation removal within Phase B (for remainder of the Reserve)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-18 The non-wasting endowment shall be transferred to an independent agency approved by the USFWS and the ACOE to fund implementation of the LTMP in	Project Applicant / Land Manager or Other Appointee	As specified in LTMP	Biological Monitor shall submit report to USFWS documenting status of performance per CM 15 in the 2009 BO and will submit a	_____ (Title of Monitoring Report or Recording Document	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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perpetuity. A separate land manager distinct from the agent holding the endowment, unless approved otherwise by the USFWS, shall be responsible for implementing the actions identified in the LTMP with funds distributed from the endowment. The Applicant shall be responsible for implementing the management actions identified in the LTMP until such time as the endowment is transferred to the approved agent and funds are distributed to the land manager or other appointee and all other applicable pre-conditions in this Section have been met. The costs identified for managing the Reserve will likely be in 2009 dollars. The endowment for managing the Reserve may not be created for several more years and up to 2025. Thus, the cost identified in the LTMP for managing the Reserve shall be adjusted annually for inflation to reflect the percentage change in the consumer price index until the endowment is transferred to the approved agent.			copy to the Planning Director.	(if applicable))	
Measure BR-19 The Applicant shall place a conservation easement over the 260.6 acre Reserve in two phases. The conservation easement shall include provisions for continued oil field operations as described in USFWS (2007) until the oil field is abandoned. Initially, the easement will cover approximately 170.4 acres within the Conservation Area. An irrevocable offer of dedication covering the easement area shall be provided to USFWS for review and approval prior to vegetation removal for Phase A. The conservation easement, after review and approval by the USFWS, shall be recorded prior to the issuance of any Certificates of Occupancy for Phase A residential areas or at, the latest, within 5 years of vegetation removal for Phase A. A second easement, after review and approval by the USFWS, shall be recorded to cover the remaining Reserve areas including 57 acres in the project site, 25.5 acres within the Oil Operations Area, and the 7.7-acre Southern Edge Drainage Improvement	Project Applicant	Prior to vegetation removal for Phases A and B and upon approval of USFWS of an irrevocable offer of dedication covering the conservation easements Prior to the issuance of any Certificates of Occupancy for Phases A and B residential areas or at, the latest, within 5 years of vegetation removal for Phases A and B and recording of the conservation easements per approval of USFWS	Biological Monitor shall submit report to USFWS documenting status of performance per CM 16 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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Area. An irrevocable offer of dedication covering the new easement area shall be provided to the USFWS for review and approval prior to vegetation removal for Phase C and would be recorded prior to the issuance of any Certificates of Occupancy for Phase C or at the latest within 5 years of vegetation removal for Phase C.					
Measure BR-20 In addition to surveys and ongoing monitoring identified in BR-7 through BR-13, a focused survey for active breeding birds, including raptors, shall be conducted prior to removal of any trees or other structures and vegetation that have the potential to support bird nests. In addition, to ensure compliance with the MBTA, pre-grading surveys shall be conducted for breeding birds, including raptors, within 150 feet of proposed grading. Grading shall not commence within 150 feet of any active nests until a qualified biologist has determined that nesting is completed and young from the nest have fledged.	Project Applicant / Biological Monitor	Prior to removal of any trees or other structures and vegetation that have the potential to support bird nests Prior to grading (and if active nests are found within 150 feet of proposed grading, then after the nesting have been completed and young from the nests have fledged)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 13 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-21 Prior to any construction activities that affect Waters of the U.S., the Applicant shall offset permanent impacts to 0.474 acre of waters of the U.S. (none of which consists of jurisdictional wetlands) through an in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. Identification of the in-lieu fee program shall be made in consultation with the City and ACOE and shall be established prior to issuance of a grading permit for those portions of the project site in which waters of the U.S. are located. Permanent impacts to approximately 3.619 acres of CDFW jurisdiction, including 3.300 acres of vegetated riparian habitat, shall be mitigated through issuance of a Section 1602 SAA between the Applicant and CDFW. The City shall be provided with a copy of a valid Section 1602 SAA prior to issuance of a grading permit for	Project Applicant	All state and federal permits will be provided prior to project grading within areas of applicable agency jurisdiction. Prior to construction activities that affect Waters of the U.S. and prior to issuance of a grading permit (upon issuance of Section 1602 SAA) All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts Restoration areas will be maintained and monitored for a period	Biological Monitor shall submit report to USFWS and USACE documenting status of performance with a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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areas that contain streambed and riparian areas under the regulation of the CDFW. Mitigation for anticipated impacts to jurisdictional streambeds will include in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. The in-lieu fee program and the timing of such payments to the in-lieu fee program shall be included as conditions in the Section 1602 SAA. Temporary impacts to 0.386 acre of CDFW jurisdiction, including 0.333 acre of riparian vegetation, will include restoration of 0.386 acres of mulefat scrub and willow riparian scrub vegetation on-site. Restoration areas will be re-contoured and planted with native species including mulefat, willows, and other species requested by the USACE and CDFW. All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts. Such restoration areas will be maintained and monitored for a period of five years following planting or until the areas achieve performance criteria defined by the Agency permits. If no appropriate in-lieu fee program or mitigation banks are available, then a minimum of 0.474 acres of ephemeral Waters of the U.S. and 3.619 acres of riparian habitat will be enhanced or restored at an appropriate location off-site.		of five years following planting or until the areas achieve performance criteria defined by the Agency permits			
CULTURAL RESOURCES					
Measure CR-1 Following vegetation clearing, the project site shall be resurveyed by a qualified paleontologist to determine if additional significant paleontological resources exist. If significant paleontological resources are discovered, they shall be professionally recorded, collected, identified, and curated into an appropriate museum repository.	Project Applicant / Paleontological Monitor	Following vegetation clearing	Planning and Community Development / Designated Monitor[(1)]	_____ (Title of Monitoring Report)	
Measure CR-2 A qualified paleontological monitor shall be present during excavation activities in	Project Applicant / Paleontological Monitor	During excavation activities	Planning and Community Development /	_____	

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areas identified as having a high paleontological sensitivity which are likely to contain paleontological resources. The monitor will be equipped to salvage fossils and/or matrix samples as they are unearthed in order to avoid construction delays. The monitor shall be empowered to temporarily halt or divert construction equipment in the area of a find in order to allow removal of abundant or large specimens. The paleontological monitor shall also have the discretion in determining whether part-time or full-time monitoring is needed.			Designated Monitor[1]	(Title of Monitoring Report)	
Measure CR-3 Because underlying sediments may contain abundant fossil remains that can only be recovered by a screening and picking matrix; these sediments shall occasionally be spot-screened through one-eighth to one-twentieth-inch mesh screens to determine whether microfossils exist. If microfossils are encountered, additional sediment samples (up to 3 cubic yards) shall be collected and processed through one-twentieth-inch mesh screens to recover additional fossils.	Project Applicant / Paleontological Monitor	Ongoing verification during grading and excavation	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report)	
Measure CR-4 All recovered paleontological specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small specimens, shall be conducted. Identification and full curation of all specimens into an established, accredited museum repository with permanent retrievable paleontological storage is required. In addition, a report of findings with an appended and itemized inventory of specimens shall be prepared.	Project Applicant / Paleontological Monitor	During and after construction	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report)	
Measure CR-5 A qualified archaeologist shall be consulted if additional resources are discovered during grading of the proposed project, whether they are previously unknown or associated with	Project Applicant / Archaelogical Monitor	In the event that additional archaeological resources are discovered during grading	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report)	

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cultural resources referenced in the Cultural Resources Assessment. The archaeologist will evaluate the find for significance and make recommendations for its treatment. If any archaeological discoveries are made along or within the vicinity of the eastem perimeter of the project site, said discoveries should be carefully inspected to determine possible association with Mission Vieja.					
Measure CR-6 During vegetation clearing in areas with a higher probability of containing intact archaeological resources such as ridge tops and canyons, a qualified archaeologist shall be present to monitor for archaeological resources.	Project Applicant / Archaeological Monitor	During vegetation clearing	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report)	
Measure CR-7 In the event an archaeological site is identified, the site will need to be evaluated for significance. This may require the initiation of an archaeological testing program that would include the recordation of artifacts and controlled removal of the materials, as well as sampling of the area surrounding the find to delineate its horizontal extent. If the find is determined to be significant or a unique archaeological resource, a data recovery program shall be initiated to recover an adequate sample from the site to mitigate any impacts by the project to less than significant.	Project Applicant / Archaeological Monitor	In the event an archaeological site is identified	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report)	
Measure CR-8 In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery, the steps and procedures specified in Health and Safety Code 7050.5, State CEQA Guidelines 15064.5(d), and Public Resources Code 5097.98 shall be implemented. Specifically, in accordance with Public Resources Code (PRC) Section 5097.98, the Los Angeles County Coroner shall be notified within 24 hours of the discovery of potentially human remains. The Coroner shall then determine within two working days of being notified if the remains are subject to his or her	Project Applicant / Contractor	In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours, in accordance with PRC Section 5097.98. The NAHC shall then designate a Most Likely Descendant (MLD) with respect to the human remains within 48 hours of notification. The MLD shall then have the opportunity to recommend to the property owner or the project proponent means for treating or disposing of, with appropriate dignity, the human remains and associated grave goods within 24 hours of notification. Whenever the NAHC is unable to identify a MLD, or the MLD fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the MLD and the mediation provided for in subdivision (k) of PRC Section 5097.94 fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall re-inter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.					
GEOLOGY AND SOILS					
Measure G-1 The City of Montebello and the County of Los Angeles have adopted a number of existing codes and policies pertaining to geology and soils that would serve to mitigate the impacts of the proposed project. During final design, applicable current codes and policies will be incorporated into the project design as follows: • Grading operations and construction shall be conducted in conformance with the applicable County of Los Angeles Grading Manual, or consistent with the recommendations included in geotechnical reports for this	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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project. • The building and seismic design shall be in accordance with the 2007 California Building Code. • The abandonment of septic tanks, leech field, and seepage pits, if encountered during grading, shall be performed in accordance with the Uniform Plumbing Code requirements.					
Measure G-2 Potential seismic hazards related to liquefaction and earthquake induced landslides shall be evaluated and mitigated in accordance with the State of California Division of Mines and Geology, Seismic Hazard Mapping Act (Special Publication 117).	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-3 Prior to final design, the geotechnical consultant shall perform additional explorations (including those described in the PGIR) at the site to characterize the geology in specific areas at a design level of detail. The data collected will be used as appropriate to refine slope stabilization techniques and project recommendations during the final design process. The data will be presented in future 40-scale grading plan review reports.	Project Applicant / Geotechnical Consultant	Prior to final design	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	Report re: Geotechnical Investigation and Review of 40 Scale Mass Grading Plan for Phase A of Montebello Hills Development performed by NMG Geotechnical, Inc. (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-4 Detailed geotechnical investigation reports for each rough grading plan shall be submitted with engineered grading plans to provide a design and/or construction level evaluation of faults, subsidence, slope stability, settlement, foundations, grading constraints, liquefaction potential, expansion potential, issues related to shallow groundwater and other soil engineering design conditions and provide site-specific recommendations to mitigate these issues/hazards. The geotechnical reports shall be prepared and signed/stamped by a Registered Civil	Project Applicant / Registered Civil Engineer and Certified Engineering Geologist	Prior to final design	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	Report re: Geotechnical Review of Verdura Retaining Wall Plan and Design Report by NMG Geotechnical, Inc.; Report re: Geotechinical Response to City of Montebello Review Comments by NMG Geotechnical, Inc (Title of Monitoring Report or Recording Document (if applicable))	

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Engineer specializing in geotechnical engineering and a Certified Engineering Geologist. Geotechnical rough grading plan review reports shall be prepared in accordance with the County of Los Angeles Geotechnical Report Manual and the Grading Code and Guidelines.					
Measure G-5 Prior to the issuance of grading permits, grading level details of the proposed cut and fill slopes shall be evaluated for stability, per County of Los Angeles Grading Code and Guidelines. The hillside areas shall be evaluated on a site-by-site basis to assess the gross and surficial stability and any design or construction level adjustments or stabilization features needed to implement the development. If these hillsides have adverse bedding conditions, shear keys or buttresses will be constructed to stabilize them.	Project Applicant / Contractor	Prior to issuance of grading permit	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	VTTM 70420 Montebello Hills Phase A Preliminary Grading Plan (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-6 During final design, additional precise grading plan review studies would be necessary once civil engineered grading plans become available, to demonstrate conformance with the performance standards as listed in the County of Los Angeles Grading Guidelines.	Project Applicant	During final design	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-7 Prior to or during grading, specific locations of significant vegetation, miscellaneous trash, the abandoned buildings, and gas plant; concrete structures; non-functioning, abandoned pipelines; pipelines to be abandoned; and other deleterious materials shall be identified and removed and disposed of offsite.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-8 During site preparation, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall be performed under the observation of a Registered Civil Engineer specializing in Geotechnical Engineering in order to evaluate removal of unsuitable material,	Project Applicant / Contractor / Registered Civil Engineer	During site preparation	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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achieve proper sub-grade preparation, selection of satisfactory fill materials, placement and compaction of structural fill, stability of finished slopes, design of buttress fills, subdrain installation and incorporation of data supplied by the engineering geologist.					
Measure G-9 During site preparation and throughout grading, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall also be performed under the observation of a Certified Engineering Geologist to provide professional review and written approval of the adequacy of natural ground and/or remedial removal bottoms for receiving fills, the stability of cut slopes with respect to geological matters, and the need for subdrains or other groundwater drainage devices. The geologist shall geologically map the exposed earth units during grading to verify the anticipated conditions, and if different, provide findings to the geotechnical engineer for possible design modifications.	Project Applicant / Contractor / Certified Engineering Geologist	During site preparation and throughout grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-10 Prior to or during grading, the five onsite monitoring wells shall be abandoned in accordance with the Los Angeles County Health Care Agency guidelines.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-11 During site preparation and grading, verification and refinement of actual geotechnical conditions during grading and slope stabilization is needed. Geotechnical observation and testing shall be conducted during grading at the following stages: • Following clearing and grubbing, prior to site processing or fill placement. • During and following cutting of slopes, remedial removals of unsuitable material, excavation of slope	Project Applicant / Contractor	During site preparation and grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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stabilization measures and overexcavation/capping. • During installation of subdrains. • During fill placement. • During and after excavations for storm-drain structures. • During backfill of storm-drain improvements. • When any unusual or unexpected geotechnical conditions are encountered during grading and construction.					
Measure G-12 Dewatering, through the use of sump pumps, may be required during grading of the deeper shear keys. The contractor will coordinate with the City of Montebello and other appropriate agencies for discharge requirements.	Project Applicant / Contractor	During grading of the deeper shear keys	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-13 Grading and excavation will be performed in accordance with the General Earthwork and Grading Specifications contained in Appendix G of the PGIR. In particular: • After completion of acceptable remedial removals, the approved bottom shall be scarified, moisture-conditioned and recompacted prior to placement of fill. • Fill shall be placed in nearly horizontal lifts less than 8 inches in loose thickness, moisture-conditioned and compacted to a minimum 90 percent of the maximum density. • Fills placed against ground sloping more than 5:1 (H:V) shall be keyed and benched into competent	Project Applicant / Contractor	During grading and excavation	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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material. • In areas of fill deeper than 40 feet, the fill below this level shall be compacted to a minimum of 93 percent relative compaction unless, in accordance with page 23 of the geotechnical report for this project, additional project specific data and analysis are presented to demonstrate to the satisfaction of the City that 90 percent relative compaction is sufficient. • On-site materials which are relatively free of deleterious substances shall be suitable for use as compacted fill. • The appropriate representative will be available during grading, as determined by the City engineer or designee, to evaluate hydrocarbon impacted soils and direct the contractor on proper placement of the impacted soils in accordance with the Remedial Action Plan and the Soil Management Plan. • If oversize rock materials are generated during grading, the contractor may break the rock into fragments less than 12 inches in largest dimension. Oversize material would require special handling and placement in deeper fills. Rocks over 12 inches in size may be placed in the deeper fills at the site (deeper than 10 feet below finish grade or 2 feet below the deepest utility) in accordance with the specifications in the PGIR.					

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• Recycled materials (concrete and asphalt) may be incorporated into the fill, but should be dispersed throughout the fill bodies. They should be placed below a depth of 10 feet or 2 feet below the deepest utility. • Slope faces shall be compacted to a minimum of 90 percent relative compaction.					
Measure G-14 The following over excavation measures will be implemented during grading: • In order to help mitigate the differential earth materials underlying and help mitigate potential effects of sympathetic movement along bedding planes or faults during an earthquake, design cut areas of residential pads shall be over excavated a minimum of 10 feet to provide a uniform thickness of fill over the building pad areas. • Future building areas that expose sheared bedding, significant clay beds or clayey faults that dip more than 30 degrees from horizontal shall be provided with multiple (2 to 3) layers of geogrid spaced every 1 to 1.5 feet near the bottom of the fill cap. • The eastern-most planned water tank pad at the northwestern tank site shall be over excavated a minimum of 15 feet due to anticipated differential fill thicknesses and the potential for differing subsurface conditions. • The southern tank site shall be over excavated	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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to a minimum depth of 5 feet to provide a uniform fill cap. • In the street and parkway areas, bedrock shall be over excavated a minimum of 3 feet below finish *grade.* • The water quality basins shall also be overexcavated to a minimum depth of 5 feet and replaced with compacted fill. • If natural hydrocarbon-bearing bedrock is exposed at or near finish grade, the Remedial Action Plan will provide the recommended depth of over excavation based on the screening levels established in the Remedial Action Plan.					
Measure G-15 The following remedial removal measures will be implemented during grading: • Unsuitable earth materials shall be removed prior to placement of proposed fill. • Uncertified fills onsite shall be entirely removed within 1H:1V influence zones of residential structures. • Estimated removal depths generally vary from 5 to 35 feet from existing grades. Actual depths and lateral limits shall be determined in the field during grading by the geotechnical consultant. • Removal bottoms shall expose competent material. • Fill/bedrock contacts within thirty vertical feet of the design surface shall be no steeper than	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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1.5H:1V.					
Measure G-16 Prior to final design, significant changes to the subject grading plan may also create the need for additional exploration and/or geotechnical analyses. Future grading plans and any revisions/changes to the current plan for the proposed site development shall be reviewed and accepted by the City engineer or designee prior to grading. Geotechnical reports with recommendations specific to engineering grading plans and proposed residential development shall be issued once construction level plans are available.	Project Applicant / City Engineer or Designee	Prior to final design Approval by City Engineer or Designee of future grading plans and any revisions/changes to current plan prior to grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-17 The following slope-stabilization measures will be refined during final design and implemented during grading: • Buttresses and shear keys are recommended throughout the site on the order of 35 to 70 feet wide by 10 to 20 feet deep to provide a minimum Factor of Safety (FOS) of 1.5. The recommended shear keys and buttresses have been designed with a 1:5H:1V to 2H:1V backcuts and would vary from 60 to 170 feet in height. • Stabilization fill keys are recommended for cut slopes that are grossly stable, but are subject to erosion or surficial instability. The stabilization fill keys typically range between 15 to 30 feet wide and 5 to 10 feet deep. • Side hill fill keys are locally recommended along daylight cut conditions to help mitigate the potential effects of slope creep of the weathered materials. The preliminary design for these	Project Applicant / Contractor	During final design and during grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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keys is 30 feet wide by 20 to 30 feet deep. The keys shall be constructed with a 1.5H:1V slope ratio backcut and a 1H:1V slope ratio frontcut. An alternative to side hill fill keys would be a structural setback from the top of slope/hillside. Fill keys are recommended at the toes of planned fill slopes and fill over cut slopes. Fill keys shall be excavated a minimum of 2 feet into competent material and be a minimum of 15 feet wide with a 1-foot tiltback at the heel of the key. • The existing slope at Lincoln Avenue is stable as designed at a 1.5H:1V slope ratio. Due to the presence of overhead power lines at the existing toe of the slope, a 15- to 20-foot-wide bench is also provided along the toe of the slope. In addition, planned landscaping shall be established as soon as practical following completion of the slope to prevent erosion and shallow sloughing of the slope face. • Where the proposed MSE walls would be placed on fill slopes, the front of the key bottom shall extend at minimum to a point defined by a 1H:IV projection down from the toe of the wall. The front cuts for fill keys shall be made at a 1H:IV slope ratio or flatter.					
Measure G-18 The following recommendations pertaining to subdrains will be implemented during grading: • Subdrains for fill slopes, stabilization fills,	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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sidehill keys and canyon fills shall be designed and constructed in accordance with the minimum recommendations provided in Appendix G of the PGIR. • Canyon-type subdrains shall be a minimum of 9 cubic feet per linear foot with a 6-inch collection pipe and should be placed on the removal bottoms of the canyons prior to placement of fill. The pipe diameter may be decreased to 4 inches in diameter where the run of the subdrain does not exceed 500 linear feet. • Backdrains for fill slopes, stabilization fills and sidehill keys shall be a minimum of 4 cubic feet per linear foot with a 4-inch collection pipe and located at 30-foot-vertical intervals with outlets every 100 feet through the slope face. Within the keyway excavations, backdrains shall be placed as low as possible on the backcut.					
Measure G-19 Prior to construction, installation of surface monuments is recommended to monitor settlement in areas of relatively deep fill. Monuments should be surveyed twice a month until settlement trends are established and then monthly thereafter until the geotechnical consultant determines that no additional surveyed monument monitoring is needed. Monuments shall be installed as soon as possible after reaching design grades.	Project Applicant / Contractor / Geotechnical Consultant	Prior to construction Monuments Monitoring: Survey twice a month until settlement trends are established, then monthly thereafter until Geotechnical Consultant determines no further monitoring is needed Monuments Installation: As soon as possible after reaching design grades	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-20 During and after construction, maintenance of adequate surface drainage, proper disposal of runoff water and control of irrigation are	Project Applicant / Contractor Future Homeowners Association /	During and after construction Drainage devices maintenance during	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document	

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recommended to help reduce the potential for future moisture-related problems. Ponding of water on the structural pads shall not be allowed. In addition, positive surface drainage shall be provided to direct runoff away from slopes and structures and toward streets or suitable drainage devices. These devices should be maintained and periodically cleaned out. Depending upon the location of the drainage devices, the maintenance should be implemented by the future Homeowners Association (HOA), the individual homeowners, the City of Montebello, or by a non-profit organization.	Individual Homeowners / City of Montebello / Non-Profit Organization	operation		(if applicable))	
Measure G-21 During and after construction, permanent manufactured slopes shall be protected from erosion by planting with appropriate ground cover or by placing suitable erosion protection. These measures shall be applied prior to the rainy season. Proper drainage shall be designed and maintained to collect surface waters and direct them away from slopes.	Project Applicant / Contractor	During and after construction	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
HAZARDS AND HAZARDOUS MATERIALS					
Measure HM-1 Prior to issuance of grading permits, the project contractor shall prepare to the satisfaction of the City a traffic control plan for construction activities, which assures that traffic flow is maintained. The plan shall include, at a minimum, a detour plan which will help facilitate traffic flow, construction truck access points and routes, and shall also include any other construction operation traffic features necessary to maintain traffic flow.	Project Applicant / Contractor	Prior to issuance of grading permits	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-2 Prior to issuance of the precise grading permits for each construction phase, a copy of the DOGGR approved construction site review plan shall be submitted to the City Building Department. The DOGGR approved construction site review plan shall meet the following standards: all wells within	Project Applicant / Contractor	Prior to issuance of the precise grading permits for each construction phase	Planning and Community Development / Building Division / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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each construction phase footprint shall be located prior to the start of grading activities. To mitigate for any possible disruption of abandoned wells during excavation and grading and to assure that no abandoned wells are leaking, all of the abandoned wells within each construction phase footprint shall be tested for leaks and soil gas testing shall be conducted in the vicinity of all abandoned wells at the completion of grading within each construction phase. Any wells that are determined to be leaking shall be re-abandoned to the current DOGGR standard.					
Measure HM-3 Methane vapor barriers and passive vent systems shall be installed for all residential and public buildings to prevent hazards posed by any potential migration/intrusion of hydrocarbon or other vapors into structures. The design and installation of the methane vapor barriers and passive vent systems shall be certified by a Methane Barrier Inspector who has a valid qualified inspector manufacturer's certification for at least one of the methane barrier products used for the development. The certification for the methane vapor barriers and structures shall be submitted to the City Building Department prior to issuance of certificates of occupancy.	Project Applicant / Contractor / Methane Barrier Inspector	Prior to issuance of certificates of occupancy	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-4 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall be responsible for their fair share (not to exceed 10% of the total cost of preparing the modification to the Plan to expand it to include the proposed project or $20,000, whichever is less) for modifications to the existing emergency response planning document (Montebello Emergency Operations Plan) enacted by the Montebello Fire Department, in which a new community based emergency response plan (coordinated with the oil field operator) is established for the project site to the satisfaction of the Montebello Fire	Project Applicant	Prior to the issuance of the first certificate of occupancy for the first residential unit	Planning and Community Development / Designated Monitor[1]	_____ (Title of Monitoring Report or Recording Document (if applicable))	

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Department. In addition, the HOA covenants, conditions, and restrictions (CC&Rs) shall include an emergency access plan approved by the Montebello Fire Department.					
Measure HM-5 Prior to the issuance of the first residential certificate of use and occupancy for each phase, the Applicant shall provide to the City a copy of the No Further Action Letter from the RWQCB and show that soil remediation has taken place to the levels approved by the RWQCB.	Project Applicant	Prior to issuance of a certificate of use and occupancy for each phase	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-6 Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant, the Applicant shall provide a gas plant hazards analysis based on final design plans to the satisfaction of the City Fire and Building Department demonstrating that gas plant hazard footprints will not reach the residential lots. The hazards analysis and methodology shall be consistent with that in the EIR and based on gas plant piping, instrument diagrams (P & IDs), and equipment lists. Such review shall be based on the City's independent review of the oil operator's analysis, and to the City's satisfaction.	Project Applicant	Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant	Planning and Community Development / Building Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-7 Prior to the issuance of building permits, the Applicant shall provide to the City Building Department a map demonstrating that the habitable spaces within the residential units for which a building permit is sought will be a minimum of 10 feet from any certified abandoned well casing.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Building Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
NOISE					
Measure N-1 No construction shall occur on Sundays or legal holidays.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document	

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Measure N-2 All construction equipment shall be muffled and maintained in proper working order to reduce equipment related noise generation. Installing a muffler on the intake and/or exhaust of the construction equipment will help reduce or muffle the sound emanating from it.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-3 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure: The Applicant and his successor or assigns will cause the oil operator to install temporary sound walls, equipment enclosures, low noise engines, and/or other noise reduction measures to assure that the noise levels at the nearest residence are below 65 dBA during the day and 60 dBA at night prior to commencement of the use of a workover rig or well drilling/redrilling at all Oil Pads. If baseline noise levels at the nearest residence are above 65 dBA during the day or 60 dBA during the night, then the workovers or drill rig operations shall not increase the baseline noise levels by more than 5 dBA during daytime hours (7 am-10 pm per City of Montebello Municipal Code) and 3dBA during night time hours (10 pm-7 am). An acoustical engineer shall verify to the satisfaction of the City that these performance standards have been met.	Project Applicant / Acoustical Engineer	Prior to the issuance of any certificate of occupancy for the proposed project and upon verification that performance standards have been met	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-4 Once the final development pad locations and elevations are known, an exterior noise analysis shall be conducted for those residential areas subject to roadway noise levels in excess of 65 dB CNEL. Residential development sites that would exceed the 65 dB CNEL standard, due to road noise, shall have measures incorporated into the final design to reduce the exterior noise level to at least	Project Applicant	Prior to issuance of building permits (once the final development pad locations and elevations are known and the approval of the exterior noise analysis by the City of Montebello)	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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65 dB CNEL. These measures could include sound barriers, earthen berms, landscaping, and/or other noise reduction measures. The analysis shall be submitted to the City for review and approval prior to issuance of building permits.					
PUBLIC SERVICES					
Measure PS-1 A Fire Safety Plan shall be implemented to the satisfaction of the Fire Department as part of the project design which include the existing and new public street at-grade emergency access points, emergency staging area access, new emergency access points from the internal multi-use trails, and the fire protection zone/fuel modification zone. As part of the Fire Safety Plan, project plans shall be submitted for approval by the Montebello Fire Department prior to the issuance of a building permit for each phase of development. The plot plans shall include the following minimum design features: location and grade of access roads and fire lanes, roadway widths, distance of buildings from an edge of a roadway of an improved street, access road, or designated fire lane, turning areas, and fire hydrants.	Project Applicant / Contractor	During final design and prior to issuance of a building permit for each phase of development (upon approval of the Montebello Fire Department)	Planning and Community Development / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-2 The Fire Department has determined that apparatus or equipment with a maximum cost of $1,000,000 (with any necessary adjustments for inflation) and installation of signal interceptors at Liberty, Jefferson, and Paramount/Montebello will be sufficient to maintain the City-wide average response time. Prior to the issuance of the 600th residential certificate of occupancy for the project, the Applicant shall purchase equipment not to exceed $1,000,000 in cost (with any necessary adjustments for inflation) that is determined by the Fire Department to be appropriate to maintain the City-wide average response time. For example, the Applicant's contribution may be used to purchase a new 80-100' long tractor-drawn quint-type fire	Project Applicant	Prior to the issuance of the 600th residential certificate of occupancy for the project (80-100' long tractor-drawn quint-type fire apparatus)	Planning and Community Development / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

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apparatus, equipped with an engine with appropriate uphill speed capacity for the area. In addition, prior to the issuance of the 600th residential certificate of occupancy for the project, the Applicant shall install signal interceptors at Liberty, Jefferson, and Paramount/Montebello. Together, the apparatus and the signal interceptors will help maintain the City-wide average response time.					
Measure PS-3 is no longer required. Please note that PS measure numbering will not change.					
Measure PS-4 The Applicant/ Merchant Builder shall not allow combustible fencing to be placed along the interface access areas adjacent to the fuel modification zone.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-5 The Applicant/Merchant Builder shall ensure that building construction will include noncombustible roofing and exterior finishes, boxed eaves, and self-closing attic vents as required by the Montebello Municipal Code.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-6 The Applicant/ Merchant Builder shall ensure that sprinkler system requirements (new homes & recreation facilities) will be met in accordance with the Montebello Uniform Fire Code (Chapter 15.32 of the Montebello Municipal Code).	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-7 The Applicant/ Merchant Builder shall ensure that adequate ingress and egress and turnaround areas capable of meeting the turning radius of the Montebello Fire Department's largest fire engine are available for all project component areas to the satisfaction of the Fire Department.	Project Applicant / Merchant Builder	Verify during final plans and during construction	Planning and Community Development / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-8 The final design of the project shall include fire hydrants at locations specified by the Montebello Fire Department.	Project Applicant / Contractor	During final design and during construction	Planning and Community Development / Fire Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document	

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				SOURCE	COMMENTS
				(if applicable))	
Measure PS-9 The Applicant shall contribute to additional police personnel and associated equipment to maintain appropriate service levels. The Police Department has determined that the personnel and equipment needs are: 4 police officers, 1 police corporal, 1 dispatcher, and records technician, and 1 new police vehicle. The Applicant's contribution shall be phased based on the number of units occupied, in proportion to the police officers potentially needed at project completion. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel, on a proportional basis, the Applicant will be responsible for that portion of the funding that is not yet provided by Project revenue. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund all of the listed personnel, the Applicant will no longer be responsible for the staffing contribution.	Project Applicant	Phased based on the number of units occupied and once proposed project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel and associated equipment	Planning and Community Development / Police Department / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-10 The Applicant shall pay the developer impact fees as authorized and limited by SB 50. The developer shall pay the most current developer impact fees prior to issuance of building permits for each phase.	Project Applicant	Prior to issuance of building permits for each phase	Planning and Community Development / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-11 The Applicant shall provide one public access computer as requested by the County of Los Angeles Public Library letter dated September 5, 2008.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	
TRANSPORTATION AND CIRCULATION					
Measure T-1 Prior to the peak year of construction, the City shall require the construction contractor to implement a Congestion Management Program that will include, at a minimum, the following: • Employee hours shall be staggered to avoid peak periods of 7:00 A.M.	Project Applicant / Contractor	Prior to the peak year of construction	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. This can be accomplished as part of construction planning. • No more than 10 heavy-duty (3-axle or larger) truck trips shall be allowed during the peak periods of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. • Truck routing shall avoid the identified impact locations during peak hours, or be limited to insignificant levels, for both inbound and outbound movements. Truck routes shall not merely be diverted to other routes, which could cause new significant impacts in other locations. • Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow at site access points. • Restrict construction activities and any haul truck deliveries that affect traffic flow on the arterial system to off-peak hour, to the extent feasible. • Reroute construction trucks away from congested streets or sensitive receptor areas to the maximum extent feasible. • Implement a trip reduction program for construction employees, and provide incentives to workers for carpooling to and from the construction site.					
Measure T-2 The Applicant shall complete the following identified intersection improvements at the following locations, within the specified timeframes: • Prior to issuance of the Certificate of Occupancy for the 1st residential unit: o <u>San Gabriel Boulevard and Plaza Drive</u> — Signalization, convert eastbound left-turn lane to a shared left/right turn lane, additional northbound	Project Applicant	Prior to issuance of the Certificate of Occupancy for the the residential unit (San Gabriel Blvd. & Plaza Dr., San Gabriel Blvd. & Lincoln Ave., & Paramount Blvd. and Montebello Blvd.) as specified in condition.	Planning and Community Development / Engineering Division[2] / Designated Monitor[1]	Montebello Hills Signing and Striping and Traffic Signal Modifications on Montebello Bld at "A" Street and Paramount Blvd.; Street Improvement Plans in the City of Montebello (Title of Monitoring Report or Recording Document (if applicable))	Undated but expires on 9/30/19; Street Improvement Plans submitted on 2/11/19

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
left-turn lane with protected phasing. o San Gabriel Boulevard and Lincoln Avenue — Convert eastbound left-turn lane to a shared left/right turn lane. o Paramount Boulevard and Montebello Boulevard — Improved directional/lane usage through new overhead sign structure and striped indications, and synchroniazation/coordination with adjacent traffic signals including cable or wireless interconnect. • Prior to issuance of the Certificate of Occupancy for the 201st residential unit: o Montebello Boulevard and Lincoln Avenue — Add new northbound and westbound right-turn lanes. • Prior to issuance of the Certificate of Occupancy for the 601st residential unit: o Rosemead Boulevard and San Gabriel Boulevard — Additional southbound right turn lane, including widening to replace shoulder. • Prior to issuance of the Certificate of Occupancy for the 801st residential unit: o Montebello Boulevard and Montebello Town Square/Sears Driveway — Add third eastbound thru lane and southbound right-turn overlap phase. • Prior to issuance of the Certificate of Occupancy for the 1,001st residential unit: o Paramount Boulevard and San Gabriel Boulevard/Hill Drive — Provide a new eastbound right-turn lane. To the extent that other projects would significantly impact the above-listed					

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
intersections and are implemented prior to the Applicant's initiation of such improvements, those other projects would be responsible for mitigating their own direct project impacts. In the event those other projects' mitigation measures overlap with the mitigation measures listed above, the Applicant's responsibility for the above-listed mitigation measure shall be reduced by whatever percentage the improvement has been completed by those other projects. The Applicant shall complete the following identified roadway segment improvement at the following location, within the specified timeframe: • Prior to issuance of the Certificate of Occupancy for the 601st residential unit, the Applicant shall add a third eastbound through lane to Montebello Boulevard along the project site frontage.					
Measure T-3 No additional intersection or roadway segment improvements are required for the post-project year 2020 conditions.	Project Applicant	Post-construction	Planning and Community Development / Designated Monitor(1)	_____ (Title of Monitoring Report or Recording Document (if applicable))	
Measure T-4 The Applicant shall contribute its fair-share of identified intersection improvements at the following locations, within the specified timeframes: • Prior to issuance of the Certificate of Occupancy for the 801st residential unit: o Montebello Boulevard and Avenida de la Merced — Extend the northbound approach red curb and provide a new right-turn lane.	Project Applicant	Prior to issuance of the Certificate of Occupancy for the 801st residential unit (Montebello Blvd. & Avenida de la Merced) as specified in condition.	Planning and Community Development / Designated Monitor(1)	_____ (Title of Monitoring Report or Recording Document (if applicable))	

(1) The Director of Planning and Community Development Department may assign and/or designate a responsible designee or monitoring agent to oversee he execution of the mitigation measures.
(2) Note that the Engineering Division is part of the Public Works Department.

City of Montebello

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MEMO

DATE: **9-15-21**

TO: **Community Development & Planning Division**

FROM: **James Enriquez, Director of Public Works/City Engineer**

SUBJECT: **Montebello Hills Project Vesting Tentative Tract Map (VTTM) No. 82725 Public Works Department Conditions of Approval**

These Conditions of Approval apply to VTTM No. 82725. Similar conditions were issued previously for VTTM No. 70420, known as the A-Map for Montebello Hills. VTTM No. 82725 and is intended to further subdivide a part of VTTM No. 70420 into subdivisions of useable lots for residential and other purposes. The Applicant is deemed to be Toll CA XX, L.P. The owner is deemed to be Sentinel Peak Resources California LLC

GENERAL CONDITIONS:

1 This approval shall become null and void if final maps have not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the City Council upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Ordinances. In granting any such time extension, the City of Montebello may impose new conditions and standards on the Tentative Tract Map, and subsequent tract maps, pursuant to Section 66452.6(e) of the Government Code.

2 The Vesting Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the VTTM No. 82725 Application date, and as modified by the Conditions of Approval for this project. The Final Tract Map(s) shall be in substantial compliance with Tract Map No. 70420 and the Conditions of Approval for this project.

3. All off-site public improvements shall be located within public rights-of-way or easements for public purpose. VTTM No. 82725 approval is subject to the applicant's acceptance of the City of Montebello's requirements for acquisition of said public rights-of-way and public easements, including the applicant's financial responsibility. The City Engineer shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition.

4. The applicant shall participate in on-site and off-site water service improvements as may be required by the serving water purveyor.

5. The applicant shall submittal "Will Serve" letters from **ALL** utility companies who will be required to serve the new site, including but not limited to, San Gabriel Valley Water District, Southern California Gas, Southern California Edison, AT&T and Cable Provider prior to the issuance of the Final Tract Map.

6. The applicant shall provide a Utility Plan showing the Point of Connection to the utility mainline and the onsite termination point for all utilities. At the end of the project, the applicant shall provide a Master Utility Plan to the Engineering Division.

7. The applicant's engineer shall coordinate with all utility companies during the design phase and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.

8. The applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.

9. The applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.

10. The applicant shall provide for controlled/restricted ingress and egress on to existing City streets during construction of improvements other than residential development. Plans for such controlled/restrictions shall be submitted to the City Engineer/City Traffic Engineer for review and approval.

11. Prior to start of construction of any residential structures on the property, the applicant shall complete the construction of those street improvements (i.e., both public and private) outlined in the approved Traffic Study where such improvements intersect existing public rights-of-way. The phased improvements shall include at the minimum, all required improvements on Montebello Boulevard,

on Plaza Drive, and at the intersections of Montebello Boulevard and “A" Street, Montebello Boulevard and Paramount Boulevard and “B" Street and Plaza Drive and the widening of Montebello Boulevard.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE APPROVAL OF THE FINAL TRACT MAP

12. The applicant shall comply with all conditions of the latest Subdivision Map Act, the City’s Municipal Code, ordinances, and Building Code. Where applicable, these conditions must be met prior to recording the Final Tract Map.

13. A Final Tract Map must be processed through the City Engineer’s Office prior to being filed/recorded with the Registrar-Recorder/County Clerk’s Office. The map shall be prepared from a field survey in accordance with standard industry practice.

14. The applicant shall provide legal description and reference mapping.

15. The applicant shall provide a title report/guarantee updated within 90 days of submittal to the City of the Final Tract Map, showing all fee owners and interest holders when a Final Tract Map is submitted for map check. This account must remain open until the Final Tract Map is filed and recorded with the County Recorder. An updated title report/guarantee must be submitted ten (10) working days prior to Final Tract Map approval by City. Following Final Tract Map filing, a title report guarantee is to be submitted to the City.

16. The Final Tract Map shall be based on a field survey.

17. All field surveying for the proposed development, including the location and marking of all existing monuments and ties there to and the setting of new monuments, shall be done by a state licensed surveyor. This includes the setting of centerline monuments and the preparation of centerline ties, all of which shall be done to the satisfaction of the City Engineer.

18. For the Final Tract Map submittal, the applicant shall provide two copies of the Surveyor’s closure calculations.

19. New boundary monuments shall be set in accordance with the City standards, professional surveying standards, and subject to approval by the City Engineer. The applicant shall post a monument bond in an amount satisfactory to the City Engineer to ensure the monuments have been found and new monuments set in a timely manner.

20. All existing easements must be identified prior to Final Tract Map approval. If an easement is blanket or indeterminate in nature, a statement to that effect must be

shown on the Final Tract Map including an area of location in lieu of its precise location.

21. The applicant shall provide references for any existing, found, and/or set bench marks.

22. The applicant shall provide maps in digital format to the County of Los Angeles per County requirements. Submit a copy of the Final Tract Map on a CD disc in PC format. Submit signed mylar originals of the recorded Final Tract Map.

23. The location, name of owner, type, boundary lines, identification and status of all existing easements shall remain on the Final Tract Map. The same applies to all new easements that are to be established or existing easements to be vacated. Easements that are to be tentatively required are subject to review by the City Engineer to determine the final locations and requirements.

24. As a part of the Final Tract Map process, the applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the City Engineer.

25. Signatures of record title interests are to appear on the Final Tract Map. A final guarantee is required by the City of Montebello.

26. The Applicant shall dedicate the right to vehicular access onto Montebello Boulevard and to other City streets except as shown on the Final Tract Map.

27. A Master Covenant Agreement for maintenance of BMP's shall be recorded by the County. The agreement shall include provisions for maintenance of private facilities, including compliance with an approved Storm Water Management Plan including a maintenance exhibit. The Master Covenant Agreement shall be recorded concurrently with the filing of the Final Tract Map.

28. Los Angeles County Department of Public Work's Grading and Drainage Review Sheets and notes for basis of grading and drainage shall be required for this development.

29. The applicant shall comply with LA County Code (2002) Title 26 – Building Code – Appendix Chapter J (January 2008), and references to previous Chapter 33 - Excavation Grading and drainage (3315.4), Section 3319 – NPDES Compliance, and SUSMP – LACDPW requirements – 2002. Provide separate report on SUSMP – LACDPW requirements - 2002, calculations for 0.75 inch rainfall devices and construction BMP requirements.

30. The applicant shall provide a Drainage Report of the existing drainage including a map, the hydrology, the proposed temporary and permanent developed hydrology condition and facilities including the mitigating impacts on the downstream existing drainage facilities prior to issuance of any Grading Permits. The Drainage Report shall be prepared and signed by a California Registered Civil Engineer. The applicant shall provide the associated hydrology and hydraulic calculations and drainage facilities sizing and capacities utilizing LACDPW requirements. Provide adequate site water runoff and roof drain discharge to storm drain system.

31. As a part of the submitted documents for final maps, the plans and reports, the applicant shall also submit the following documents including all necessary calculations and reports to demonstrate the constructability of all site improvements:

a) Rough grading and final grading plan,
b) Drainage plan including both temporary and permanent improvements,
c) NPDES documents namely,
   Storm Water Master Plan (SWMP),
   Standard Urban Storm Water Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and/or Low Impact Development (LID) Plan, as applicable.

32. For each phase of grading, the applicant shall secure approval of the above mentioned plans by the City Engineer prior to Grading Plan approval and grading permit issuance.

33. This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Los Angeles Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Los Angeles Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements.

34. All plans and construction of public works (streets etc.) shall be per the City of Montebello Standards, the Greenbook and Caltrans Standards.

35. The Applicant shall submit four copies of the B-Map (VTTM No. 82725) showing condition compliance along with required fee(s) for plan check review.

36. All submitted plans, specifications, studies, reports, calculations, maps, notes, legal documents, and designs shall be reviewed and approved by the City prior to approval of the Final Tract Map. The submitted documents shall identify those individuals legally authorized to sign such documents. Plans for public improvements shall be prepared under the supervision of a California Registered Civil and/or Traffic Engineer, as applicable.

37. The location and method of operation of any vehicle restricting gate shall be subject to the approval of the City Engineer, the City Fire Department and the City Traffic/Transportation Engineer prior to issuing a permit for the construction of the gate.

38. The applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees prior to recordation of tract maps. Grading activities extending beyond phase boundaries shall require prior approval of the City Engineer and Director of Planning and Community Development. Such grading activity shall be reflected in the subdivision improvement agreement for that particular phase.

39. Grading Plans shall be submitted for review and approval by the City Engineer prior to the issuance of a grading permit. NOTE: A Building Permit is required for walls including free-standing and retaining walls.

40. The applicant shall submit documentation to the Engineering Division verifying that the applicant has filed for Certificate of Abandonment(s) from DOGGR (or any successor agency) for any and all wells that that are affected by grading activities prior to the issuance of grading permit(s).

41. Prior to recordation of the Final Tract Map, the applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). No drainage is to leave the tract map boundaries as sheet flow or flow in existing low areas or possible downhill drainage courses/paths. All drainage is to be controlled on site, collected into pipes/conduits and transported to a permitted point of discharge so to not cause soil erosion and or sedimentation. Any such drains/conduits outside of the development shall be either in existing public rights-of-way or in easements as approved by the City. All drainage facilities shall be the responsibility of the applicant to maintenance after construction.

42. Where run-off is intended to drain from the future residential area on to the adjacent or abutting area under separate ownership, the applicant shall submit a drainage acceptance letter for each affected property owner and submitted to the City Engineer as required by State law prior to recordation of the Final Tract Map.

43. A hydrology and hydraulics study shall be prepared for the Final Tract Map and submitted to the City Engineer for review and approval prior to issuance of a grading permit. The respective hydrology studies and hydraulics reports shall address on-site and off-site conditions and impacts. In addition, approval shall be obtained from the Los Angeles County Department of Public Works and any outside agency as deemed necessary by L.A. County who acts as an agent for the
U.S. Army Corps of Engineers to operate and maintain the Whittier Narrows Dam

and Rio Hondo Channel. Any condition in the permit, which impacts project grading or construction should be detailed and noted on the plans. The duty of inquiry as to such requirements shall be upon the applicant. The applicant shall submit a copy of any applicable approved permit from the Army Corps of Engineers and the Los Angeles County Department of Public Works to the City Engineer. It is noted that the Final Tract Map and title report indicates the provisions for previous conditions regarding easements granted to the United States of America for flowage and roadway associated with Whittier Narrows Dam.

44. Any on-site and/or off-site storm drainage basins (temporary or permanent) for detention/retention/sedimentation control shall be sized to handle a minimum of fifty (50) year storm event. All such basins shall have outlet drains/conduits and overflow weirs with embankment protection and protected spillway for control of any overflow. All permanent basins which serve the development are to be in the ownership of the applicant and shall meet the minimum lot area and dimension requirements pursuant to City Zoning. All permanent basins shall have provisions for maintenance cleaning and removal of sedimentation and debris and plant overgrowth and repair of any eroded areas as needed in a timely manner by the owner.

45. The Applicant shall submit geotechnical reports prepared in accordance with the City's Engineering Design Standards to the City Engineer for review and approval prior to the issuance of a grading permit for Final Tract Map improvements.

46. All grading work shall be consistent with any applicable Federal Biological Opinion. Should the grading and/or related works encroach on the Habitat Reserve, the applicant shall restore the damaged habitat to the satisfaction of the agency overseeing the Habitat Reserve.

47. The privatization of any streets within the development, including the construction of gates for separating any or all of the residential neighborhoods shall be consistent with the terms of the Development Agreement, if any, and all applicable codes and regulations.

48. The applicant shall enter into a Subdivision Improvement Agreement posting the appropriate securities with the City, and shall pay all applicable fees prior to the Final Tract Map. If any transfer of ownership/title of land within this proposed subdivision takes place prior to release of all agreements and securities, the successor in interest shall enter into a separate Subdivision Improvement Agreement with the City and pay all applicable fees. Agreement and securities with the prior applicant will be released after the agreement and securities with the successor in interest becomes effective.

49. The applicant shall provide standard street improvements. The design shall be based on an approved right-of-way width on an acceptable centerline profile

extending a minimum 300 feet beyond the project where applicable. These improvements shall include but not be limited to:

a) Curb and gutter,

b) Sidewalks 5 feet minimum width on each side of the right-of-way,

c) Parkways either parallel to back of curb or meandering as approved by City Engineer, *

d) Roadway grading and paving consisting of CMB, AC pavement course and rubberized AC pavement final surface of a 2 inch minimum AHRM overlay, as approved by the City Engineer, **

e) Traffic control signs, striping and markings and devices as required by the City Engineer,

f) Pavement transition from the project boundaries to the existing streets to the satisfaction of the City Engineer,

g) ADA wheelchair handicap ramp(s) at all walk returns,

h) Roadway drainage device(s),

i) Streetlights,

j) Raised median, where required, and

k) Landscaping of parkways and medians as required.

* Parkway widths shall be as approved by City Engineer. Where required, landscaping and irrigation systems thereof shall be provided and the maintenance to be provided by the applicant until transferred to the residential Home Owners Association (HOA) per the CC&Rs.

** All streets shall be paved to dimensions to meet requirements of respective R-values and Traffic Index values approved by the City Engineer and as per Specific Plan. During the construction period and before streets are to be used by resident occupants the paving shall be placed down to the depth of the top of the AC pavement course. Temporary protective AC ramps shall be provided on all gutters and pavement edges more than ¾ inch in height.

50. Where only parts/sections of streets are to be constructed for each phase appropriate notice and directional signage shall be provided to permit vehicle drivers to understand available routes throughout the street system. All temporary

street turnarounds, signage and striping shall be provided in place before the street is opened to use by the public. When only in use by contractor construction forces and City inspectors the streets shall be barricaded to block public access. At such time as each street section is to be opened to the public the final rubberized AC pavement course shall be placed and approved by the City.

51. For those streets intended to be used as primary streets with no fronting lots the right to access across the parkway shall be dedicated to the City.

52. All striping and directional sign plans shall be submitted to the Engineering Division for review and approval by the Traffic Engineer and City Engineer prior to recordation of the Final Tract Map.

53. Street plans including a plan profile shall be submitted on sheets with the City approved Title Block for the Final Tract Map. The plans shall include pavement widths, substructures, structural pavement sections notes and details. Sight distances shall be indicated on the plans subject to City approval. Typical cross- sections shall be provided showing locations of all planned substructures and utilities.

54. A sanitary sewer-area study shall be prepared and submitted to the City Engineer for review and approval. A public sanitary sewer system is to be dedicated to the City, with private laterals to each lot. The system shall be designed and installed as the only method of sewage disposal for this subdivision. Coordination and clearance must be obtained from County Sanitation Districts of the County of Los Angeles (CSD) prior to issuance of a sewer permit. The duty of inquiry as to such requirements shall be upon the applicant. The planned sewer system shall be of infiltration free design with sealed manholes. The applicant shall obtain sufficient off-site sewer easements and design and construct any off-site outfall sewers with supplemental size, capacity, and length as required by the City Engineer and or the CSD. The City Engineer shall have the right to withhold approval of any affected improvement plans for failure to satisfy this condition. The sewer study shall, where it is intended to use existing City or CSD sewers, provide calculations to demonstrate that the discharge from the development will not exceed the capacity limits of the respective City or CSD sewer system. The applicant is to obtain from the CSD a letter stating the terms and conditions for acceptance of this development's waste water.

55. Should there be temporary facilities such as sewer lift stations needed to serve the development, the design shall be approved by the City Engineer. The design shall provide redundancy wet well and pumping capacity including alternative electrical power for the pumps. The applicant shall have a City approved contract with a licensed operator to maintain and operate any non-gravity flow facilities for the sewer system. Removal of the temporary facilities shall be to the satisfaction of the City Engineer.

56. Prior to the installation of any surface AC pavement, all substructures shall be constructed and/or installed including:

a) All BMP's as required by the LID which will be submitted for review by the City Engineer.

b) Gravity and pumped sanitary sewers for wastewater disposal with manholes structures and lift stations,

c) Potable domestic water transportation and distribution system with services,

d) Reclaimed wastewater distribution system with services (All use of potable and reclaimed water shall be metered),

e) Natural gas distribution system with services,

f) Telephone and communication system with services,

g) Cable television system with services, and

h) Electrical power system with services including street lighting system.

57. For each non-public service system, the owner/operator shall either provide plans or review by the City or to the applicant for the applicant to include on the applicant's development plans and submitted to the City as a part of the respective tract map approval. The locations of any and all above ground service panels, transformers shall be shown on the plans. The City will approve the locations of such equipment. The equipment size is to be minimized and screened wherever possible. No poles with overhead wires are permitted. All water meters shall be located at the rear or sidewalks. All fire hydrants shall be located per City Fire Department approval.

58. The sizing of potable water mains and design of the system thereof shall meet all electrical power services, telephone, communications, and cable television distribution system services shall be within the parkways and located underground. Service boxes shall be located within the parkway at grade.

59. Easements for all on-site utilities, public and private, shall be granted and recorded for maintenance and upkeep. Such easements may include, but are not limited to, sewer, water, electric, natural gas, telephone, communications and cable television. All easements for utilities and substructures shall be shown on the various maps submitted for final tract map approval.

60. No construction of structures using flammable materials allowed until permanent or potable water system has been installed and tested to the satisfaction of the City Engineer and City Fire Department demonstrating that the required fire protection flow and pressure is available from hydrants within a distance established by the Fire Department. The tests of the system shall be done using first the primary power sources and equipment and secondly using the redundant power sources and equipment.

61. When the Final Tract Map is submitted to the City for review, a preliminary title report (including underlying maps and documents) and subdivision guarantee will be provided and will show all fee interest holders, all interest holders whose interest could ripen into a fee, all trust deeds, together with the names of the trustee and all easement holders. The account for this title report shall remain open until the final last tract map is filed with the County Recorder. No easements shall be granted and recorded until after the final map is recorded, unless approved by the City Engineer and subordinated to any City easements by a certification upon the title sheet of the final map, prior to the grant.

62. Prior to acceptance of improvements by the City, the applicant shall be responsible for maintaining any improvements as required including but not limited to, all common use areas, private streets, and related improvements, private drainage facilities, shared parking areas, and improvements, such as, park facilities. The documents creating this entity shall be submitted to the Director of Planning and Community Development, City Engineer, and City Attorney for review and approval.

63. Due to multiple maps being filed for Montebello Hills development, a Phasing Plan shall be submitted for review and approval by the Director of Planning and Community Development and the City Engineer. Pursuant to Government Code 66456.1, multiple final maps (phasing of tentative map) shall not be authorized for this development until such time as the City of Montebello has had the opportunity to evaluate the phasing and impose reasonable conditions, related to the phasing.

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR ANY PHASE OF THE SUBDIVISION:

64. The applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies including, but not limited to, the following as applicable:

County Sanitation Districts of Los Angeles County Los
Angeles County Department of Health Services
Applicable School District (s)
City of Montebello – Various Departments

65. The duty of inquiry as to such requirements shall be upon the applicant. Proof of payment shall be provided to the Building and Safety Department prior to issuance of any building permits.

66. The applicant shall submit full sized copies of the final recorded map in the form of one set of mylars and three sets of bond black line prints to the City Engineer. The applicant shall provide a computerized electronic digital drawing format of the final recorded tract map which is compatible with the City's G.I.S. program to the City Engineer. The final map shall be projected in NAD 83 State Plane Zone.

67. Development plan submittals may be accepted as components of a phase of development, or for the entire tract map. Full Subdivision Development Plan fees shall be paid for each separate submittal. Subdivision Development Plans shall comply with the approved Specific Plan, the Development Agreement, and all other City Codes and ordinances applicable at the time of approval of the project by the City Council.

68. At completion of rough grading, the applicant shall submit appropriate reports and certifications to the City Engineer, for review and approval, prior to release and/or final of the rough grading. The City requires these reports and statements to be submitted by the field or supervising grading engineer, the soils engineer (a licensed professional engineer in the State of California), the geologist (a licensed professional engineer in the State of California), and the grading contractor.

69. The applicant shall provide the City Engineer with as-built plans and TV video inspection for all sanitary sewer mains dedicated to the City. The reports shall be provided on digital format CD's, as required by City Inspector, prior to final acceptance for maintenance.

70. The applicant shall obtain street addresses and pay all applicable processing fees for all residential lots in the residential subdivision(s) to the Engineering Division prior to recordation of the tract map.

THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:

71. The Grading Plan for the Final Tract Map will include the following notes:

A) In the event of an unforeseen encounter of subsurface materials suspected to be of an archaeological or paleontological nature, or of a hydrocarbon material of a hazardous nature, all grading or excavation shall cease in the immediate area, and the find left untouched until a qualified professional archaeologist or paleontologist, and/or professional mitigation expert, whichever is appropriate, is contacted and called in to evaluate the find and make recommendations as

to disposition, mitigation, remediation, and/or salvage. The applicant shall be liable for costs associated with the professional investigation and the resultant mitigation and/or protection work.

B) Should hydrocarbon areas be found including abandoned oil wells, the applicant shall report the find to the City Engineer and shall include such information on the as-built plans. The disposition of the material shall be per the State Health Services Department and the State and Federal EPA requirements and standards.

72. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall have erosion control measures, per an approved Erosion Control and Sedimentation Plan, in place during the rainy season (October 1 - April 15);

73. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide appropriate dust control measures, per City Standards, to minimize nuisance from dust at all times.

74. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide trash cleanup/pickup services weekly.

75. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall provide temporary or permanent street lights. All street light systems shall be designed to mitigate atmospheric light pollution.

76. From the beginning of the first ground disturbing activity until one hundred (100%) percent of the lots for the entire subdivision have been released for occupancy, the applicant shall post notices and barricades to separate the construction areas from the residentially occupied areas.

77. Adequate temporary sanitary disposal facilities shall be required on-site during all phases of construction and maintenance shall be done on a weekly basis at the minimum.

78. The applicant shall provide solid waste disposal containers on-site during all phases of construction. Such containers are to be emptied weekly and the contents disposed legally offsite. The accumulation of refuse and debris which may constitute an unsightly/unsafe public nuisance to surrounding properties including the Habitat Preservation Areas is not permitted.

79. If the Final Tract Map is to be phased, the applicant shall have all drainage basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase.

80. All grading work shall be field reviewed continuously by Certified Inspectors and daily reports filed with the City Engineer under the supervision of the development's professional licensed soils engineer. At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the City Engineer prior to release of final grading. The City Engineer requires that the Certifications be executed by the geologists and engineers of record.

81. All public improvements within, and necessary to support, a block or construction phase of any Final Tract Map shall be completed within sixty (60) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the City Engineer and Building Official. In no case shall the total occupancy for a Final Tract Map exceed a certain percentage until all public improvements within the final map have been completed to the satisfaction of the City Engineer. The percentage for each final tract map will be set forth in the Final Tract Map Conditions of Approval.

82. Slope erosion control measures including landscaping and irrigation systems and street trees shall be installed to the satisfaction of the City Engineer.

83. Prior to acceptance of public improvements, the applicant shall have repaired any new or existing public improvements damaged caused by construction activities, obtain completion letters from all utilities and have received signed sets of mylar originals with 2 sets of bond black line prints of all as-builts plans. City approved street signs and posts shall be installed prior to acceptance of public improvements.

84. The applicant shall designate an Engineer of Record for the project. Engineer of Record shall be responsible for all engineering activities.

85. The location of all constructed improvements shall be surveyed as to location and noted appropriately on as-built plans and these plans shall be submitted to the City Engineer for records. Also all abandoned oil wells and any materials, such as, concrete and non-soil materials that are to be buried, shall be noted by the surveyor and shown on the as-built plans as well as all grading features such as, shear keys and subdrains.

86. The applicant's contractors shall have safety programs and all activities shall comply with State and Federal Regulations on Construction Safety.

87. All required information of Section 16.12.050 of the City of Montebello Municipal Code shall be provided.

90. When exhibits and written conditions of approval are inconsistent, the written conditions shall prevail.

91. All public infrastructure (above and below ground) constructed for the Development by the applicant and intended to be transferred to the City to own and operate at the completion of the project shall require continuous inspection, at the sole discretion of the City Engineer, and at no cost to the City.

Notice of CEQA Exemption **ATTACHMENT E**

To:

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

From:

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

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: Metro Heights Project – B-Map- Phase B
Project Location: Montebello Hills Specific Plan – Planning Areas 3, 4, and 5 located within the City of Montebello, generally bounded by Montebello Boulevard, Lincoln Avenue, and San Gabriel Boulevard.
Case Number(s): Vesting Tentative Tract Map (VTTM) No. 82725

Description of Nature, Purpose, and Beneficiaries of Project: The proposed project consists of Phase B of the Specific Plan that includes VTTM No. 82725 to allow the subdivision of four (4) lots into 199 lots.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Jason Certilman, Toll Brothers CAXX, L.P. on behalf Metro Heights Montebello, LLC.

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State code number: CEQA Guidelines Section 15182 and Government Code Section 65457(a) (residential projects consistent with a community plan/specific plan for which an Environmental Impact Report was certified after January 1, 1980) and Public Resources Code Section 21083.3(a) and (b).

Justification for Project Exemption:

An Environmental Impact Report ("EIR") was previously certified by the City Council for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq*.), and local City of Montebello procedures for CEQA implementation. Based on the whole of the administrative record, the project is exempt from CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457(a) (residential projects consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and Public Resources Code Section 21083.3(a) and (b). Please see attached memorandum (Attachment A) dated November 10, 2021 regarding the CEQA determination for the Montebello Hills Specific Plan project B-Map- Phase B, VTTM No. 82725. Therefore, no further environmental review is required.

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

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

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

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

☐ Signed by Lead Agency ☐ Signed by Applicant

ATTACHMENT F

To: File

From: Joseph Palombi, Director of Planning and Community Development

Date: November 10, 2021

Re: Montebello Hills Specific Plan Project B-Map – Phase B - CEQA Determination

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Toll Brothers, Inc. ("Toll Brothers") is proceeding with the processing of Vesting Tentative Tract Map ("VTTM") No. 82725 (commonly referred to as a "B" level neighborhood map or "B-Map") for the second phase of development of the Montebello Hills Specific Plan Project. An Environmental Impact Report ("EIR") was previously certified by the City Council for the Montebello Hills on June 10, 2015 pursuant to the California Environmental Quality Act ("CEQA") (Pub. Resources Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation. In accordance with CEQA, the proposed entitlements associated with the B-Map – Phase B are exempt under CEQA pursuant to CEQA Guidelines Section 15182 and Government Code Section 65457 (residential projects consistent with a community plan/specific plan for which an EIR was certified after January 1, 1980) and Public Resources Code Section 21083.3.

This memorandum summarizes the factors considered in determining that the B-Map – Phase B complies with and does not trigger the need for subsequent environmental review. Because the City previously prepared multiple documents over the years to evaluate the environmental impacts of residential development and open space, further environmental review would not be required under CEQA for the reasons discussed below. The Montebello Hills Project is statutorily exempt from environmental review based on the prior work done by the City.

I. Project Overview

The Montebello Hills Project is a residential master-planned community with up to 1,200 new dwelling units on the approximately 156.7-acre Residential Area portion of the Property. Since 1990, various property owners attempted to redevelop the Property as a residential master planned community. The Montebello Hills Project includes the division of the Residential Area portion of the Property into five "Planning Areas" *(see Planning Area Comparison - Sheet 1 of 10 of the Final "A" Map)*. The Montebello Hills Specific Plan

designates approximately 156.7 acres for residential land uses that will be redeveloped in multiple smaller neighborhoods with a mix of detached and attached residences (each neighborhood, a “Residential Project”). The Residential Area is roughly co-terminus with the area identified under Toll Brothers proposed ownership *(see Ownership Exhibit - Sheet 2 of 10 of the Final “A” Map)*. The Montebello Hills Specific Plan designates approximately 314 acres of open space (the “Open Space Area”) of the Property in addition to the 156.7-acre Residential Area. Development of the Montebello Hills Project includes parks and recreational facilities, public parks, recreational trails, expanded walkways, and scenic promenade, a private community center, and private neighborhood parks), and additional acreage for on-site and off-site infrastructure improvements. As the Property contains habitat and nesting areas for the California gnatcatcher, a federally-designated-threatened bird species, within the open space area, the Habitat Reserve includes an approximately 263.2 acre reserve within the Open Space Area that will be set aside in perpetuity in order to provide habitat for the California gnatcatcher (the “Reserve”).

The City of Montebello approved the VTTM 70420 referred to as an “A” level subdivision map for the Montebello Hills Project. VTTM 70420 divided the Residential Area portion of the Property into large redevelopment “blobs” and that was conditionally approved in conjunction with the Montebello Hills Specific Plan. Subsequently, development of the Montebello Hills Project as contemplated in the Specific Plan and VTTM 70420 requires a separate “B” level (neighborhood level) subdivision map for each neighborhood that further subdivides the property into individual residential lots (such phase, the B-Map – Phase B). VTTM No. 82725 is the neighborhood level (“B”) subdivision map for the second phase (Phase B) of the Montebello Hills Project.

II. Description of VTTM 82725

The project site for purposes of Vesting Tentative Tract Map 82725 (the “project” for purposes of this analysis as further described below) consists of approximately 82.06 acres located in the City of Montebello, County of Los Angeles, and generally bounded by Montebello Boulevard, Lincoln Avenue, and San Gabriel Boulevard. VTTM No. 82725 would further subdivide VTTM No. 70420 into 160 numbered and 39 letter lots for residential development resulting in the creation of 199 new legal lots associated with B-Map - Phase B to allow the development of 851 residential units, which is consistent with the standards established under the approved Montebello Hills Specific Plan.

III. Prior CEQA Review

The Project is located in an area that the City studied extensively when it adopted amendments to the General Plan and Zoning Code in conjunction with the approval of the Montebello Hills Specific Plan to provide for the redevelopment of the existing oil fields with a master-planned residential community. The City of Montebello certified an Environmental Impact Report ("EIR") and Mitigation Monitoring and Reporting Program for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental

Quality Act ("CEQA") (Pub. Res. Code §§ 21000 et seq.), the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), and local City of Montebello procedures for CEQA implementation.

The VTTM No. 82725 ("B-Map") is a necessary action for the implementation of the Montebello Hills Specific Plan and was identified as a discretionary action covered by the above-referenced EIR. Because the Montebello Hills Project, and specifically, the neighborhood-level subdivision map for the second phase, is consistent with development contemplated by the City's long-range planning efforts for the property, and has already been studied in the corresponding environmental documents, the B-Map is statutorily exempt from further environmental analysis as discussed below. When a statutory exemption applies to a project, the project is exempt regardless of whether the project may have environmental impacts because the legislature has determined that competing public policies weigh in favor of streamlined approval. (See Sunset Sky Ranch Pilots Ass'n v. County of Sacramento (2009) 47 Cal.4th 902, 907.)

A. VTTM 82725 Implements and is Consistent with the Montebello Hills Specific Plan, and thus is Statutorily Exempt from CEQA under Government Code section 65457(a).

California Government Code section 65457(a) provides that a residential project that is consistent with a Specific Plan for which an environmental impact report was certified after 1980 is exempt from CEQA:

> *(a) Any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code. However, if after adoption of the specific plan, an event as specified in Section 21166 of the Public Resources Code occurs, the exemption provided by this subdivision does not apply unless and until a supplemental environmental impact report for the specific plan is prepared and certified in accordance with the provisions of Division 13 (commencing with Section 21000) of the Public Resources Code. After a supplemental environmental impact report is certified, the exemption specified in this subdivision applies to projects undertaken pursuant to the specific plan.*

1. The VTTM 82725 is consistent with the Montebello Hills Specific Plan.

Section 7.8.5 of the Montebello Hills Specific Plan states that residential development projects, including any subdivisions, site plan reviews, zoning changes or other applicable development applications proposed to implement this Specific Plan, and which are consistent with this Specific Plan for which the City certified an EIR are exempt from the requirements of CEQA 4 pursuant to Government Code Section 65457. The City of

Montebello certified an EIR and Mitigation Monitoring and Reporting Program for the Montebello Hills Project, and adopted the Montebello Hills Specific Plan on June 10, 2015. The B-Map for the second phase of the Montebello Project is consistent with the Montebello Hills Specific Plan, and implements the large lot Vesting Tentative Map (VTTM No. 70420) as explained in the documentation the City of Montebello reviewed in conjunction with its determination that the Final "A" Map was in substantial conformance with the Specific Plan and prior project approvals.

The prior CEQA documents evaluated the impacts of implementing the Specific Plan, General Plan and Development Code changes. Because the Montebello Hills Project B-Map – Phase B consists of a neighborhood-level subdivision map to implement the first phase of the residential development in a manner consistent with the Montebello Hills Specific Plan and the VTTM No. 70420 for which environmental review has been completed, the B-Map – Phase B is exempt from CEQA review.

2. *No changes in the project, or circumstances in which the project would be undertaken or new information indicates that VTTM 82725 would result in new significant impacts or in a substantial increase in the severity of impacts previously identified in the EIR.*

Altered conditions, changes, or additions to the description of a project that occur after certification of an EIR may require additional analysis under Public Resources Code section 21166 and Section 15162 of the State CEQA Guidelines. CEQA Guidelines section 15162 describes the conditions under which subsequent environmental review would be required. In summary, when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:

> (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects;
>
> (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
>
> (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
>
> (A) The project will have one or more significant effects not discussed in the previous EIR;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternatives; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Vesting Tentative Tract Map No. 82725 implements the approved Final "A" Map and is consistent with the Vesting Tentative Tract Map No. 70420, the Montebello Hills Specific Plan, and the Development Agreement. Vesting Tentative Tract Map No. 82725 implements the second phase of VTTM No. 70420 and does not include any changes to the proposed subdivision design that would result in any new impacts or in substantially more severe impacts compared to the impacts evaluated in the EIR. In fact, the overall development footprint would be reduced compared to the original project evaluated in the EIR with more conservation area and a reduction in impacts to endangered species habitat as discussed in the Final "A" Map substantial conformance review. Moreover, there are no changes in circumstances in which the project would be undertaken that would result in greater impacts compared to the analysis contained in the certified EIR as discussed in the City's Final "A" Map substantial conformance review. Finally, there is no new information indicating that mitigation measures or alternatives previously found not to be feasible would in fact be feasible or mitigation measures or alternatives considerably different from those analyzed in the EIR that would substantially reduce project impacts, that the project proponents decline to adopt. In all instances, the B-Map – Phase B has been designed to implement the second phase of the Project in a manner consistent with the prior EIR and all applicable mitigation measures have been incorporated into VTTM No. 82725. Consequently, the VTTM No. 82725 would be exempt from further CEQA review.

B. **The Montebello Hills Project is Consistent with the Montebello General Plan, Montebello Hills Specific Plan and the Zoning Ordinance, and is Therefore Exempt from CEQA.**

Public Resources Code section 21083.3(a) and (b) provide that development projects that are consistent with a general plan, or a zoning or community plan that designates a parcel for a particular density, are statutorily exempt from CEQA:

> *(a) If a parcel has been zoned to accommodate a particular density of development or has been designated in a community plan to accommodate a particular density of development and an environmental impact report was certified for that zoning or planning action, the application of this division to the approval of any subdivision*

map or other project that is consistent with the zoning or community plan shall be limited to effects upon the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.

(*b) If a development project is consistent with the general plan of a local agency and an environmental impact report was certified with respect to that general plan, the application of this division to the approval of that development project shall be limited to effects on the environment which are peculiar to the parcel or to the project and which were not addressed as significant effects in the prior environmental impact report, or which substantial new information shows will be more significant than described in the prior environmental impact report.*

For purposes of this statutory exemption, consistency means that a project's proposed density is the same or less than the standard expressed for the involved parcel in the general plan, community plan, or zoning action for which an EIR has been certified, and the project complies with the density-related standards in that plan or zoning. (CEQA Guidelines, § 15183(i)(2).)

Section 21083.3 applies to Montebello Hills and no further environmental analysis is required because the City prepared a General Plan, Specific Plan, and took zoning action to designate the Property to accommodate a particular density of development, and adopted a Specific Plan implementing the General Plan. The Project's environmental impacts were adequately analyzed in the environmental documents accompanying each of the planning approvals. The City also identified appropriate mitigation measures.

1. *The City zoned the Property to accommodate a particular density of development, and the Project is consistent with the General Plan density for the Property.*

The General Plan land use designation for the Property is Specific Plan. On June 24, 2015, the City Council adopted Ordinance 2368 (the "Specific Plan Resolution") approving the Montebello Hills Specific Plan (the "Specific Plan") for the development of a master-planned residential community. The Specific Plan allows for the construction of up to 1,200 residential dwelling units (of varying styles) in the Residential Area. The Specific Plan divides the Residential Area into five (5) separate Planning Areas as shown below (the "Planning Areas"):

RESIDENTIAL LAND USE AREA[1]	Gross Acres	Dwelling Units	Density (du/gross acre)
Planning Area 1 (includes private HOA parks and 0.6 acres for publicly accessible trails)	16.3	107	6.6
Planning Area 2 (includes private HOA parks and 1.0 acres for publicly accessible "Scenic Promenade" and trails)	27.1	226	8.3
Planning Area 3 (includes private HOA parks and, 1.9 acres for publicly accessible "Scenic Promenade" and trails)	45.5	404	8.9
Planning Area 4 (includes private HOA parks, 5.5 gross acre site for public park, and 1.4 acres for publicly accessible "Scenic Promenade" and trails)	43.2	250	5.8
Planning Area 5 (includes private HOA parks, and 2.5 acres for publicly accessible "Scenic Promenade" and trails)	41.5	213	5.1
Subtotal Residential	173.6	1,200	6.9
OPEN SPACE LAND USE AREA	**Gross Acres**		
Open space land use area includes fuel modification zones, .7 acres for publicly accessible "Scenic Promenade" and trails, 43.6 acre SCE Easement, and 24.7 acres of oil facilities	314.6		
TOTAL	**488.2**	**1,200**	**2.5**

The Specific Plan included a land use plan, an infrastructure master plan, development regulations, design guidelines and implementation procedures to guide development in accordance with the City's General Plan (see Specific Plan, p. 1-8). Various land use limitations and requirements are described in narrative form in Section 4 and more technically in the later sections of the Specific Plan.

The proposed residential density reflected in the "B" VTTM is consistent with the maximum density established in the General Plan, Specific Plan and Zoning Ordinance for the Montebello Hills Property.

2. *No environmental effects are peculiar to the Project or the Property and no new information shows impacts substantially more significant that those described in the certified EIR.*

The Montebello Hills Project Specific Plan EIR specifically analyzed the potential environmental effects of developing the Montebello Hills Project at the density and size that corresponds to the Specific Plan policies governing development of the Property. The Specific Plan EIR provides mitigation measures to mitigate the environmental effects identified in the EIR, and Toll Brothers proposes to implement all applicable mitigation measures identified in the EIR.

Substantial evidence supports finding that (1) there are no environmental effects peculiar to the Project or the Property that warrant further environmental analysis; (2) there are no environmental effects that were not analyzed as significant effects in the EIR; (3) there are no potentially significant off-site impacts and cumulative impacts not discussed in the EIR; and (4) there are no previously identified significant effects that could have a more severe adverse impact than discussed in the EIR. (14 Cal. Code. Regs. §15183(b).)

Environmental effects common to the master planned development, such as biological resource impacts, and traffic, noise, and air quality impacts, were analyzed in the prior environmental documents. The site does not have any unique environmental conditions that merit further analysis nor does the Project itself have any significant environmental effects that are peculiar to the VTTM No. 82725. An environmental effect shall not be considered peculiar to a project if uniformly applied development policies or standards have been previously adopted by the city with a finding that the development policies or standards will substantially mitigate that environmental effect when applied to future projects, unless substantial new information shows that the policies or standards will not substantially mitigate the environmental effect. (Pub. Res. 8 Code § 21083.3.) Here, the prior planning documents anticipated the master-planned development and conservation area incorporated in the small lot vesting tentative map as established by the approved Montebello Hills Specific Plan. No additional uses are contemplated that would lead the City to conclude the project has peculiar impacts beyond those already evaluated in the Specific Plan EIR.

Because the Montebello Hills Project is consistent with the density contemplated in prior City planning documents, and neither the Project nor the Property have any peculiar significant environmental impacts, approval of the Montebello Hills Project small lot vesting tentative map is statutorily exempt from CEQA under Public Resources Code Section 21083.3.

IV. Conclusion

The Montebello Hills Project B-Map – Phase B is consistent with the City's vision for the Property. The City has extensively studied the environmental impacts of the approved residential and open space/parks land uses in the Montebello Hills Specific Plan EIR. The legislature in granting the statutory exemptions discussed above concluded that further study of environmental impacts for residential development is not required when those impacts have already been reviewed in an environmental impact report for a General Plan, Specific Plan, zoning or planning action. Consequently, the City is not required to undertake additional environmental review for the Montebello Hills Project B-Map – Phase B.

ITEM # 13

CITY OF MONTEBELLO

CITY COUNCIL / SUCCESSOR AGENCY
AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
Honorable Chair and Governing Board

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

BY: Joseph Palombi, Director of Planning and Community Development
Christopher G. Cardinale, City Attorney's Office

SUBJECT: **Consideration of an Assignment Agreement with Cesar Chavez Corporation and Ku & Associates, Inc., pertaining to that Certain Purchase, Sale and Development Agreement No. 3935 for the Properties located at 112, 114, 116, and 121 South 6th Street and 132 South 6th Street, City of Montebello**

DATE: November 10, 2021

RECOMMENDATION (S):

If the City Council approves the application of Cesar Chavez Foundation ("CCF") for an Amended Precise Plan of Development at Agenda Item #11, then staff recommends the City Council also approve the attached Assignment Agreement with CCF and Ku & Associates, Inc. ("K&A"), giving CCF the right (subject to closing conditions) to purchase and develop the certain City-owned properties with a mixed-use affordable housing project: 112, 114, 116, and 121 South 6th Street and 132 South 6th Street, City of Montebello (the "City Properties").

FISCAL IMPACT

Approving the Assignment Agreement is anticipated to result in the sale of several City-owned properties and one Successor Agency property with a cumulative value of approximately $3,545,000.00 to the Cesar Chavez Foundation, and the development of underutilized properties with a mixed-use affordable housing project. The proposed development and change in ownership will also increase the property taxes generated from the properties.

BACKGROUND

The proposed Assignment Agreement shares procedural and factual background with the land use application considered by the City Council in Agenda #11.

Specifically, in February 2016 the City and Successor Agency entered into a Purchase, Sale, and Development Agreement ("PSDA") with Ku & Associates ("K&A") pursuant to which:

- The City agreed to sell K&A the City-owned properties located at 112, 114, 116, and 132 South 6th Street, City of Montebello ("City Properties"), and the Successor Agency agreed to sell to K&A the property located at 121 South 6th Street, City of Montebello (the "SA Property") for a total purchase price of $980,000;

- K&A promised to purchase and/or control the property located at 513 Whittier Boulevard, City of Montebello, from the third-party owner ("513 Whitter Property");

- K&A agreed to combine the City Properties, SA Property, and 513 Whittier Property with the following properties owned or controlled by K&A into a single project site: (i) the property located at 128 and 128 ½ South 6th Street, City of Montebello (jointly the "128th Sixth Property"); and (ii) the property located at 501, 507, 509, 517, and 525 Whittier Boulevard, City of Montebello (the "Whittier Blvd Properties"); and

- K&A was then required to develop the aggregate project site with a mixed-use hotel and commercial project ("Original Project").

The parties timely opened escrow under the PSDA and K&A submitted a good faith deposit into escrow in the amount of $75,000 towards the purchase price. However, other conditions necessary to close escrow have not been performed to the parties' mutual satisfaction, and as of the date of this report escrow remains open and the transaction essentially "on hold."

In late-2020, CCF approached the parties to determine their willingness to sell the project site to facilitate the development of a mixed-use affordable housing project. The parties entered into an Exclusive Negotiating Agreement in November 2020 as a means of exploring the feasibility and terms and conditions of the transaction.

ANALYSIS

A. Summary of Transaction and Project

After several months of negotiations, the parties have reached proposed terms on a multi-party transaction that would facilitate CCF's acquisition and development of the project site with a mixed-use affordable housing project. Specifically:

- CCF will purchase the 128 South 6th Street Property from its current owner, a corporate entity that is owned and controlled by K&A. As of the date of this report staff understands that CCF has already closed on its purchase of this property.

- CCF will purchase the Whittier Blvd Properties from their owner, another corporate entity that is owned and controlled by K&A, and staff understands that CCF has opened escrow for this purchase.

- CCF will acquire the Third-Party Property from its current owner.

- K&A will assign to CCF the right under the PSDA to purchase the City Properties and SA Property, and CCF will develop the aggregate site (excluding the SA Property that will be transferred to K&A) with the proposed affordable housing project.

As detailed in the Staff Report for Agenda #11, CCF proposes a two (2) phase mixed-use affordable housing project on the Site.

Phase I would be developed on the City Properties and 128 South 6th Street Property, and consist of a three (3)-and four (4)-story structure providing sixty-three (63) affordable residential units, related amenities, and one (1) level of subterranean parking. With the exception of one (1) manager's unit, all units in Phase I will be restricted for families and victims of domestic violence who are homeless or whose income is between thirty percent (30%) and sixty percent (60%) of the area median income (AMI).

Phase II of the Project would be located on the Third-Party Property and the Whittier Blvd Properties and consist of a mixed-use, four (4)-story building providing sixty-nine (69) residential units and approximately 10,000 square feet of commercial/restaurant space, and one (1) level of subterranean parking. In the second phase of the Project, thirty-five percent (35 %) of the units will be restricted for affordability to individuals earning sixty percent (60%) AMI.

The following aerial identifies the locations for each phase of the project:

B. Proposed Assignment Agreement with CCF and K&A

Submitted now for the City Council's consideration is an Assignment Agreement that would: transfer the right to purchase and develop the City Properties from K&A to CCF; provide for the mutual release of the City, Successor Agency, and K&A from any claims or disputes they might have against each other arising out of the transaction; and establishes basic conditions associated with CCF's acquisition and development of the project site.

More specifically, the Assignment Agreement includes the following terms and conditions:

- K&A's transfer and assignment of its right and obligation to purchase and develop the City Properties to CCF, and the City's consent and approval of the assignment;

- Within ten (10) days the Assignment Agreement must be submitted to the existing Escrow to cause the formal substitution of CCF in place of K&A as the "purchaser" and "developer" under the PSDA;

- Within ten (10) days CCF must submit a good faith deposit in the amount of $50,000 to Escrow;

- Once CCF has replaced K&A as a party to the Escrow, the $75,000 “good faith deposit” submitted by K&A will be released and refunded to K&A;

- Upon the return of K&A’s deposit, a complete waiver and release of disputes between K&A, the City, and Successor Agency will become effective and resolve any potential claims or liabilities relating to the original transaction;

- K&A and CCF must close escrow on the 128th South 6th Street Property no later than December 15, 2021 (if not already completed as of the writing of this report);

- K&A and CCF must close escrow on the Whittier Blvd Properties no later than August 14, 2022, and CCF must purchase the Third-Party Property no later than that same date; and

- CCF will purchase the City Properties and SA Property for a total purchase price of $3,545,000 (current appraised fair market value).

The Assignment Agreement also includes conditions precedent to CCF’s purchase of the City Properties that are in addition to those already specified in the PSDA. Several of these conditions will require future action by the City Council, meaning this item will come back before the sale with CCF is completed.

These supplemental conditions to closing escrow include the following:

- The parties must enter into an Amended and Restated Purchase, Sale, and Development Agreement that replaces the original PSDA and includes the updated purchase price, modified construction schedule, affordable housing land use restrictions, and other generally applicable terms and conditions. This will be considered by the City Council at a future date.

- CCF must close on its purchase of the 128 South Sixth Street Property before closing escrow on its purchase of the City Properties.

- CCF must have obtained all discretionary land use approvals needed to develop the Project. The City Council considered Phase I approvals in Agenda #11, and Phase II approvals are scheduled to be considered in June 2022.

- CCF intends to finance purchase of the City Properties with a purchase price loan from the City, which will be considered by the City Council at a future date. If approved by the City the loan would be secured on the City Properties until issuance of a building permit for Phase I, and transferred to the Phase II Properties

upon commencement of Phase I construction. This will both secure the City's loan and incentivize CCF to proceed with development of Phase II.

- Finally, CCF must provide satisfactory evidence of the financial capacity to acquire and develop the project site through evidence of committed loans, debt, or equity funds equal to CCF's budgeted project costs. CCF anticipates financing the project with a mix of affordable housing loans from local governments (e.g. the City and County), tax credits, and other funding sources made available by state and federal affordable housing programs.

Though the project timeline and schedule will be finalized in connection with the Amended and Restated Disposition and Development Agreement to be entered into by the City and CCF, the Assignment Agreement memorializes the following schedule for Phase I and Phase II of the Project moving forward:

Project Phase	Performance Benchmark	Deadline
Phase I	• Close of escrow on CCF purchase of 128 and 128 ½ South 6th Street	• December 15, 2021
	• City Assigns K&A DDA to CCF	• December 15, 2021
	• Submittal of construction drawings for Phase I	• July 2022
	• Commencement of construction for Phase I	• December 2022
	• Construction completion for Phase I	• December 2024
Phase II	• Submittal of Site Plan Review application for Phase II	• June 2022
	• Deadline to close escrow on Phase II	• August 15, 2022
	• Submittal of construction drawings for Phase II	• June 2023
	• Commencement of construction for Phase II	• December 2024
	• Construction completion for Phase II	• December 2026

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration was approved by the City Council on June 22, 2016, finding that the project will not have a significant effect on the environment. Pursuant to CEQA Guidelines Section 15162(b), an addendum to an adopted negative declaration should be prepared where none of the conditions described in CEQA Guidelines Section 15162(a) apply, which would otherwise call for preparation of a subsequent environmental impact report. In connection with the City Council's approval of the Amended Precise Plan of Development, the proposed project does not call for substantial changes and/or significant effects as are described in Section 15162(a), therefore, only an addendum to the previously approved Mitigated Negative Declaration is required and has been prepared for consideration. Pursuant to the Resolution adopted by the City Council in connection with approving the Amended Precise Plan, the proposed Addendum concludes that approving the project would not result in any new or increased significant impacts on the environment.

SUMMARY

If the City Council approves the application of Cesar Chavez Foundation ("CCF") for an Amended Precise Plan of Development at Agenda Item #11, then staff recommends the City Council also approve the attached Assignment Agreement to facilitate CCF's acquisition of the properties needed for the project. The proposed project has been determined by the Planning Commission as consistent with the Montebello General Plan, and disposition of the subject properties for the project would facilitate development of underutilized properties with much-needed affordable housing units and convenient commercial space.

ATTACHMENT:

A. Attachment A – Proposed Assignment Agreement

ATTACHMENT A

CITY OF MONTEBELLO

ASSIGNMENT OF PURCHASE, SALE AND DEVELOPMENT AGREEMENT NO. 3935

This Assignment Agreement of Purchase, Sale and Development ("Agreement") is entered into as of this 10th day of November 2021 ("Effective Date"), by and among the CITY OF MONTEBELLO, a California municipal corporation ("City"), the Montebello Successor Agency, a California successor agency created and existing pursuant to Health & Safety Code section 34170 *et seq*. (the "Successor Agency" and with City hereinafter "Sellers"), and the CESAR CHAVEZ FOUNDATION, a California non-profit corporation ("Developer"), with KU & ASSOCIATES, INC., a California corporation ("Assignor") approving and consenting to the assignment and resolution effectuated by this Agreement, with reference to the following facts:

RECITALS

A. Sellers and Assignor entered into that certain Purchase, Sale and Development Agreement, dated as of February 10, 2016 and attached hereto as Exhibit "C" (hereinafter the "PSDA"), pursuant to which the parties thereto generally agreed as follows:

1. The City agreed to sell to Assignor those certain parcels of real property located at 112, 114, 116, and 132 South 6th Street, City of Montebello, legally described in Exhibit "A" [Legal Description] and depicted in Exhibit "B" [Site Map] (the "City Properties");

2. The Successor Agency agreed to sell to Assignor that certain parcel of real property owned by the Successor Agency and located at 121 S. 6th Street, City of Montebello (the "SA Property"), as legally described in Exhibit "A" and depicted in Exhibit "B"; and

3. As a material inducement and consideration for Sellers' agreement to sell the City Properties and SA Property (jointly hereinafter the "Agency Properties") to Assignor, Assignor agreed to: (a) purchase and/or control the property located at 513 Whittier Boulevard, City of Montebello, from the third-party owner, as such property is legally described in Exhibit "A" and depicted in Exhibit "B" (the "Third-Party Property"); (b) combine the Agency Properties and Third-Party Property with the following parcels of real property owned or controlled by Assignor, each as legally described Exhibit "A" and depicted in Exhibit "B": (i) the property located at 128 and 128 ½ South 6th Street, City of Montebello (jointly the "128th Sixth Property"); and (ii) the property located at 501, 507, 509, 517, and 525 Whittier Boulevard, City of Montebello (the "Whittier Blvd Properties"); and (c) subsequently develop the aggregate properties with a single mixed-use hotel and commercial project ("Original Project").

B. Subsequent to execution of the PSDA, Seller and Assignor performed several conditions precedent to the closing of the Escrow thereunder, including: the parties timely opened escrow for the transaction with [INSERT ESCROW INFORMATION] (the "Escrow" and the "Escrow Agent"); Assignor placed into Escrow a

"good faith deposit" in the amount of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) towards the purchase price for the Agency Properties ("Assignor's Deposit"); and the City approved Assignor's application for discretionary land use entitlements needed to develop the Original Project, and specifically a zone change (ZC 2-15) and precise plan of development (PD 2-15, hereinafter jointly the "Zoning Approvals").

C. Despite the foregoing, as of the date of this Agreement the Escrow remains open as certain other conditions precedent to the closing have yet to be performed to the mutual satisfaction of Sellers and Assignor, and the parties are interested in considering alternative development proposals as a means for resolving potential disputes among them relating to the PSDA and Original Project.

D. Developer is a non-profit affordable housing developer and has inquired with Seller and Assignor as to their willingness to allow Developer: (1) to assume Assignor's rights and obligations under the PSDA to purchase and develop the City Properties; (2) to purchase the 128 6th Street Property and Whittier Blvd Properties from Assignor's affiliated and wholly controlled entities; and (3) after purchasing the Third Party Property, combine the foregoing real properties into a single project site (the "Project Site" as depicted in Exhibit "B") for development of a two-phase mixed-use affordable housing project (the "Project" as defined further below).

E. In order to explore the feasibility, terms and conditions of the transaction, the Seller, Assignor, and Developer (individually at times hereinafter a "Party" and collectively the "Parties") have previously entered into that certain Exclusive Negotiating Agreement dated November 16, 2020 (as subsequently extended by the parties on multiple occasions, the ENA").

F. The Parties have now concluded their negotiations under the ENA and desire to enter into this Agreement to, among other things, resolve any and all disputes between Sellers and Assignor relating to the Agency Properties or Original Project, effectuate the assignment of the PSDA from Assignor to Developer and Developer's purchase of certain properties owned or controlled by Assignor, and to specify the terms and conditions relating to the foregoing and Developer's future development of the Project Site for the Project.

NOW THEREFORE, in exchange for the mutual promises and representations provided below and other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, and intending to be legally bound, the Seller, Assignor, and Developer agree as follows:

1. Effective Date. This Agreement shall become effective upon the date first set forth above, which shall be the date on which the last of the Parties executes this Assignment.

2. Definitions. Capitalized terms used by not defined herein shall be given the meaning assigned in the PSDA.

3. Submission of Agreement to Escrow; Effect. Not later than ten (10) days following the Effective Date, Developer shall cause a fully executed copy of this

Agreement to be submitted to Escrow, the effect of which shall be to release or remove Assignor from the Escrow and to replace and add Developer as a party to the Escrow. Moreover, this Agreement shall supplement, modify, amend, and supersede and replace the PSDA and any other agreements or escrow instructions by or among the Parties relating to sale of the Agency Properties, and to the extent of any conflict between this Agreement and any such preexisting agreement or escrow instructions this Agreement shall control.

4. Developer's Good Faith Deposit. Simultaneous with the submission of this Agreement to Escrow, Developer shall deposit in Escrow the sum of FIFTY THOUSAND DOLLARS ($50,000.00) as a "good faith deposit" for Developer's purchase of the Agency Properties ("Developer's Deposit"). If the Escrow closes successfully the Developer's Deposit shall be credited towards the Purchase Price and otherwise administered as specified in the PSDA.

5. Escrow's Release of Assignor's Deposit; Waiver and Release Between Sellers and Assignor. Upon receipt of this Agreement and receipt of the Developer's Deposit, the Escrow Agent shall take such actions as are necessary to cause Assignor's Deposit to be released from Escrow and repaid in full to Assignor. Simultaneous with execution of this Agreement, Sellers and Assignor shall execute and enter into the Wavier and Release attached hereto as Exhibit "D" ("Waiver and Release"), and such Waiver and Release shall binding and effective between Sellers and Assignor upon repayment and release of the Assignor's Deposit pursuant to this section. The Waiver and Release shall finally and fully resolve and any all disputes between Sellers and Assignor relating to or arising from the PSDA, Agency Properties, Original Project, or otherwise prior to the Effective Date, with the exception only of any claims arising out of the Parties' obligations under this Agreement that by their terms survive the effective date of the Wavier and Release.

6. Assignment of Interests. As of the Effective Date of this Agreement, and subject to the terms, conditions, and restrictions set forth in this Agreement:

(a) Assignor hereby transfers, assigns and conveys unto Developer all of Assignor's rights, duties, and obligations under the PSDA and Zoning Approvals with respect to the Project Site, together with all of the rights, privileges, duties and obligations in, to, and under the PSDA, Zoning Approvals, or otherwise relating to or raising from the City Properties (the "Assigned Interests"), and Assignor hereby authorizes Developer to exercise all said Assigned Interests.

(b) Developer agrees to accept and assume the Assigned Interests from Assignor, and;

(c) Sellers agree to the assignment and transfer of the Assigned Interests from Assignor to Developer.

7. Parties' Mutual Obligations Relative to the Project Site. As a material inducement and valuable consideration to the Sellers in exchange for approving this Agreement, Assignor and Developer respectively covenant and represent as follows:

(a) Assignor covenants and represents that: the 128th Sixth Property is currently or was until recently owned by Ying Sing, LP, a California limited liability partnership ("Sing LP"), and Sing LP is an affiliate of and controlled by Assignor; the Whittier Blvd Properties are owned by Assignor, Montebello Development One LLC, a California limited liability company and Montebello Development Two LLC, a California limited liability company ("MTB Development"), and MTB Development is an affiliate of and controlled by Assignor; Developer has heretofore entered into an agreement dated _____ to purchase the 128th Sixth Property from Sing LP, and Sing LP has or will sell the 128th Sixth Property to Developer pursuant to the terms of such agreement on or before December 15, 2021; and Developer has heretofore entered into an agreement dated _____ to purchase the Whittier Blvd Properties from MTB Development, and MTB Development has or will sell the Whittier Blvd Properties to Developer pursuant to the terms of such agreement on or before August 14, 2022.

(b) Developer has heretofore entered into an agreement dated _____ to purchase the 128th Sixth Property from Sing LP, and Developer has or will purchase the 128th Sixth Property pursuant to the terms of such agreement on or before December 15, 2021; Developer has heretofore entered into an agreement dated _____ to purchase the Whittier Blvd Properties from MTB Development, and Developer has or will purchase the Whittier Blvd Properties pursuant to the terms of such agreement on or before August 14, 2022; and Developer will purchase the Third-Party Property from its current owner on or before August 14, 2022. Following the Effective Date of this Agreement, Developer will pursue purchase of the Agency Properties and development of the Project Site in the manner set forth in this Agreement.

8. Conditions Precedent to the Closing of Escrow Under the PSDA. Notwithstanding any other terms and conditions set forth in the PSDA, the Escrow shall not close on Developer's purchase of the Agency Properties unless and until Seller certifies to Escrow that the following conditions precedent to the closing of Escrow have been satisfactory performed or expressly waived:

(a) Sellers and Developer shall have mutually approved, executed, and delivered to Escrow an Amended and Restated Purchase, Sale, and Development Agreement ("Amended DDA") that shall supersede and replace both this Agreement and the PSDA and, in addition to other mutually agreed terms and conditions, shall set forth:

1) A purchase price for the Agency Properties in the amount of _____ ($_____) to be paid by the Developer at the Closing ("Purchase Price");

2) A modified Schedule of Performance that is substantially consistent with that attached hereto as Exhibit "E," except as may approved in Sellers' sole discretion;

3) A limitation on the use of the City Properties as for development and operation of the "Project" defined below, which shall be reflected in recorded land use covenants that shall run with the land; and

4) Standard general terms, conditions, and provisions for the transaction that are included in the PSDA to the extent applicable to the Project.

(b) Developer has closed and is the recorded owner of title to the 128 6th Street Property, and Developer has opened escrow on its purchase of the Third-Party Property and Whittier Blvd Properties.

(c) Developer has received all discretionary land use approvals from the City needed to develop and operate the Project Site with the following two (2)-phase project (the "Project"):

1) The first phase of the Project ("Phase I") will be located on the City Properties and 128 6th Street Property ("Phase I Properties") and consist of a three (3)- and four (4)-story building with sixty-three (63) affordable rental residential units and related amenities and one (1) level of subterranean parking. Sixty-two (62) of the sixty-three (63) units would be affordable housing for families and victims of domestic violence who are homeless, including individuals earning between thirty percent (30%) to sixty percent (60%) of the area median income (AMI). One (1) of the sixty-three (63) units would be a manager's unit and may be affordable or market rate; and

2) The second phase of the Project ("Phase II") will be located on the Whittier Blvd Properties and Third-Party Property ("Phase II Properties") and consist of a four (4)-story mixed-use project providing sixty-nine (69) rental units, approximately 10,000 square feet of commercial / restaurant space, and one (1) level of subterranean parking. In Phase II, thirty-five percent (35%) of the units will be restricted for affordability to individuals earning sixty percent (60%) AMI.

3) Support services will be provided to low- to moderate-income families by Developer, and support services for victims of domestic violence will be provided through a partnership with the Downtown Women's Center for both Phases.

(d) The City has approved, in its sole and absolute discretion, a loan to Developer in an amount equal to the Purchase Price for the City Properties, which shall be secured by way of a first lien priority deed of trust that will be recorded initially on the Phase II Properties as a condition to closing escrow on the Agency Properties, but upon Developer's acquisition of the Phase II Properties and prior to the issuance of building permits for the Phase I Project, shall be transferred to and secured by the Phase II Properties in a first lien priority position.

(e) Developer has provided Sellers satisfactory evidence of Developer's capacity to finance the acquisition, development and operation of the entire Project on the Project Site in the manner described above, such as through evidence of a combination of committed loans, debt, equity funds or other means of financing in an amount at least equal to Developer's total cost budget for acquisition of the Project Site and development of the Project.

9. Incorporation of PSDA. Except as expressly modified herein and to the extent consistent with the terms and conditions of this Agreement, the PSDA is deemed to be incorporated fully herein by this reference, and following the Effective Date of this Agreement shall be applied to Seller and Developer to the extent necessary and practical to facilitate the purpose of this transaction until superseded by the Amended DDA contemplated above.

10. Effect of Failure to Perform. If for any reason a Party fails to timely perform any of their respective obligations under this Agreement, or is otherwise declared to be in breach or default of this Agreement by another Party, the non-defaulting Party may provide thirty (30) days written notice to the defaulting Party of its intent to terminate this Agreement. In the event the defaulting Party fails to cure the default within said thirty (30) day period to the reasonable satisfaction of the Party providing the notice of default, the Party providing the notice may send a notice of termination to the other Parties, the effect of which shall be to automatically terminate this Agreement; together with the Escrow opened under the PSDA. As an alternative or in addition to the foregoing, a Party may seek to specifically enforce the rights or obligations of any other Party hereunder, specifically including but not limited to Assignor's obligation to sell and Developer's obligation to purchase the 6th Street Property and Whittier Blvd Property for inclusion in the Project Site, by means of an injunctive relief or specific performance action filed in any court of competent jurisdiction.

11. Miscellaneous

(a) Further Assurances. The Parties covenant with each other Party that each will execute such additional documents or take such additional actions as are necessary to effectuate the purpose of this Agreement and consummate the transaction described herein.

(b) Counterparts. This Agreement may be executed by the Parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

(c) Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(d) Notices. Except for any notice, demand or communication required under applicable law to be given in another matter, all notices, demands and communications to be sent pursuant to this Assignment all be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All notices demands or communications shall be shall be sent by personal delivery, by reputable overnight delivery service (which provides a delivery receipt), or by certified or registered mail, return receipt requested, postage prepaid. Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change

to the other Parties as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective. Any notice to be delivered to City shall be addressed to:

[TO BE ADDED]

(e) Governing Law; Venue. This Assignment shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

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

(g) Recordation. A copy of this Agreement shall be recorded on the same terms, conditions, and properties as the PSDA was recorded to provide third-parties notice of its contents and of the Parties' agreement relating to the purchase, sale, and development of the Project Site.

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

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. ___ to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CCF")

CESAR CHAVEZ FOUNDATION

Full Name, Title

("K&A")

KU & ASSOCIATES

Full Name, Title

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A
[Legal Description]

A. THE PROJECT SITE

CITY PROPERTIES:

[INSERT]

THIRD-PARTY PROPERTY:

[INSERT]

128 6TH PROPERTY:

[INSERT]

WHITTIER BLVD PROPERTIES:

[INSERT]

B. SUCCESSOR AGENCY PROPERTY

[INSERT]

EXHIBIT “B”

[SITE MAP]

EXHIBIT “C”

[Purchase, Sale and Development Agreement, dated as of February 10, 2016]

EXHIBIT “D”

[Wavier and Release]

This Waiver and Mutual Release (“Release”) is entered into this ____ day of _____ 2021 by and between the City of Montebello (“City”) and KU & ASSOCIATES, Inc., a California corporation (“Assignor”). City and Assignor are sometimes referred to hereinafter individually as “Party” and collectively as “Parties.”

RECITALS

A. The Parties entered into that certain Purchase, Sale and Development Agreement, dated as of February 10, 2016, pursuant to which the parties thereto generally agreed as follows:

1. The City agreed to sell to Assignor those certain parcels of real property located at 112, 114, 116, and 132 South 6th Street, City of Montebello (the “City Properties”);

2. The Successor Agency agreed to sell to Assignor that certain parcel of real property owned by the Successor Agency and located at 121 S. 6th Street, City of Montebello (the “SA Property”); and

3. As a material inducement and consideration for Sellers’ agreement to sell the City Properties and SA Property (jointly hereinafter the “Agency Properties”) to Assignor, Assignor agreed to: (a) purchase the property located at 513 Whittier Boulevard, City of Montebello, from the third-party owner (the “Third-Party Property”); (b) combine the Agency Properties and Third-Party Property with the following parcels of real property owned or controlled by Assignor: (i) the property located at 128 and 128 ½ South 6th Street, City of Montebello (jointly the “128th Sixth Property”); and (ii) the property located at 501, 507, 509, 517, and 525 Whittier Boulevard, City of Montebello (the “Whittier Blvd Properties”); and (c) subsequently develop the aggregate properties with a single mixed-use hotel and commercial project (“Original Project”).

B. Subsequent to execution of the PSDA, Seller and Assignor performed several conditions precedent to the closing of the Escrow thereunder, including: the parties timely opened escrow for the transaction (the “Escrow” and the “Escrow Agent”); Assignor placed into Escrow a “good faith deposit” in the amount of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) towards the purchase price for the Agency Properties (“Assignor’s Deposit”); and the City approved Assignor’s application for discretionary land use entitlements needed to develop the Original

C. Project, and specifically a zone change (ZC 2-15) and precise plan of development (PD 2-15, hereinafter jointly the "Zoning Approvals").

D. Despite the foregoing, as of the date of this Agreement the Escrow remains open as certain other conditions precedent to the closing have yet to be performed to the mutual satisfaction of Sellers and Assignor, and as a means of resolving potential disputes between them the Parties have entered into an Assignment Agreement simultaneously herewith pursuant to which (among other things) Assignor has agreed to assign and transfer its rights and interests under the PSDA to a third-party developer, and Seller consents to such assignment and transfer on the terms and conditions set forth in the Assignment Agreement.

E. As further consideration and inducement for the Assignment Agreement, the Parties now desire to settle and dispose of, fully and completely, any and all matters and disagreements between them heretofore arising out of, connected with or relating to the PSDA, the Agency Properties, the Original Project, or otherwise relating to or raising therefrom prior to the Effective Date of this Agreement (cumulatively the "Disputes"), without any court proceedings and without any admission with respect to such matters by any Party.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth in above are true and correct and are hereby fully incorporated by reference into this Release.

2. Effective Date. This Release shall be become effective following the effective date of the Assignment Agreement and upon Sellers' repayment and release of the Assignor's Deposit from Escrow pursuant to the terms of the Assignment Agreement.

3. Consideration. The Parties' recognize and agree that the Assignment Agreement, the covenants and representations made therein, and release of the Assignor's Deposit serves as good and adequate consideration for this Release, and should either Party fail to perform the Assignment Agreement or the covenants and representations made therein be proven to be false or misleading, said failure of falsity would constitute and represent a failure of the consideration bargained for and expected by the Parties in exchange for entering into this Release.

4. No Precedent; No Admission of Liability. This Release is in no way intended, and shall in no way be construed, to establish a precedent or formal policy of either Party in this or any other matter, now or in the future. This Release shall not in any way be construed as an admission by either Party of any unlawful or wrongful acts or other liability whatsoever against each other or against any other person. Each Party specifically disclaims

5. any liability to, or wrongful acts against, each other or against any other person on the part of themselves, any related person, or any related predecessor entity or corporation, or its or their agents, representatives, or successors in interest and assigns, in relation to the matters addressed in this Release.

6. Mutual Release of All Claims and Potential Claims.

A. Release of Known Claims. The Sellers, on the one hand, and Assignor, on the other hand, on their own behalf and on behalf of their respective predecessors, successors in interest, and related persons and entities, hereby release and forever discharge the other, from any and all claims, causes of action, and demands relating to or arising from the Disputes that they have or may have against each other (or their predecessors, successors in interest, or related entities), as well as their respective present, successive, and former officials, council members, board members, directors, employees, heirs, representatives, agents, governing bodies, attorneys, insurers, predecessors-in-interest, successors-in-interest, and assigns, and any and all persons acting by, through, under, or in concert with any of them, except for such claims, causes of action, or demands as may be based upon the commitments expressly undertaken in this Release.

B. Release of Unknown Claims. For the purpose of implementing a full and complete release and discharge of the Parties, as well as their respective present and former officials, council members, directors, employees, heirs, representatives, agents, governing bodies, attorneys, insurers, predecessors-in-interest, successors-in-interest, assigns, and any all persons acting by, through, under, or in concert with any of them, the Parties expressly acknowledge that this Release is also intended to include in its effect, without limitation, all claims that the Parties do not know of or expect to exist in their favor at the time this Release becomes effective, and the Parties agree that this Release contemplates the extinguishment of any such claim or claims that in any way relate to or arise among them prior to the Effective Date of this Release.

In addition, the Parties expressly waive and relinquish all rights and benefits afforded by California Civil Code section 1542 relating to the subject matter hereof, and, in doing so, understand and acknowledge the significance and consequences of such specific waiver of said provisions of law. Civil Code section 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Initialed by:

Sellers _____ Assignor _____

7. Covenant Not to Sue. Each Party agrees not to sue any other Party, or, unless compelled by legal order to do so, in any way assist any other person or entity in suing any other Party, with respect to any Disputes waived or resolved by this Release. This Release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any dispute, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of the same.

8. Each Party to Bear Their Own Fees and Costs. Except as set forth in the PSA, each Party shall bear its/his/her own costs, expenses, and attorneys' fees incurred in connection with the Disputes, the transaction, any administrative and/or legal proceedings preceding or resulting in this Release, and in connection with any other proceedings or actions initiated by any Party against any other Party in any forum (civil, criminal, administrative, or quasi-administrative) concerning the Disputes. Each of the Parties hereto, and each of their respective associated or related parties, expressly waives any claim for recovery of any such costs, expenses, or attorneys' fees from the other Party. Attorneys for all Parties to this Release do likewise expressly waive any claim for recovery of costs, expenses, and/or attorney's fees from the Party(ies) that are not their client(s) and/or from any source whatsoever, relating to the matters discussed herein, except as otherwise provided for in this Release.

9. Representations and Warranties. Each of the Parties represents, warrants and agrees as to itself as follows:

    A. Neither such Party nor any official, agent, employee, representative or attorney of or for it has made any statement or representation to any other Party regarding any fact relied upon in entering into the Release, and it is not relying upon any statement, representation or warranty or promise, written or oral, of any other Party (or of any officer, agent, employee, representative, trustee or attorney for any other Party) in executing the Release.

    B. Each Party has made such investigation of the facts pertaining to this Release and of all the matters pertaining thereto as it deems necessary and it has executed the Release without fraud, duress or undue influence.

    C. Each Party has carefully read and considered the Release and understands the contents hereof and the significance of its contents.

    D. Each Party assumes the risks (a) that it may hereafter discover facts in addition to or contrary to those it believed to exist or relied upon in entering into the Release, (b) that it may have mistakenly understood matters relevant to entering into the Release and (c) that another Party may have negligently misrepresented or negligently failed

E. to disclose facts in connection with the entering into of the Release. Notwithstanding any such claims of misunderstanding, mistake, negligent misrepresentation or negligent nondisclosure, such Party intends that the Release thereafter shall continue in full force and effect and shall not be subject to rejection or rescission for any reason, provided that such Party reserves all rights provided for in the Release.

F. No Party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the Disputes or any part thereof.

G. Each Party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of such Party to fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

H. The consideration recited herein is the only consideration for entering into this Agreement and that no promises or representations of other or further consideration have been made by any person or entity.

10. Miscellaneous Terms and Conditions.

A. No Other Terms. This Release, together with the Assignment and all exhibits thereto, contain all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Release. Any prior or contemporaneous agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Release, not expressly set forth in this Release, are of no force or effect.

B. Waiver of Terms of Agreement. No waiver by any Party of any breach of any term or provision of this Release shall be construed to be, nor be, a waiver of any preceding, concurrent, or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound.

C. Interpretation. This Release has been jointly negotiated and drafted by the Parties and their respective attorneys, and that it shall not be interpreted or construed in favor of or against any Party on grounds that said Party drafted the Release. The language in this Release shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. The Parties also agree and understand that should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts,

D. terms and provisions shall not be affected thereby and said illegal or invalid part, terms, or provisions shall be deemed not to be part of this Release. The Parties further agree that this Release was negotiated and executed in the State of California and shall be interpreted under the procedural and substantive laws of California as existing as of the Effective Date, without regard to principles of conflict of laws.

E. Consultation with Counsel. Each Party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of this Release, and that he, she, or it is voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Release. The Parties affirm that, prior to execution of this Release, each of them has consulted with counsel of his, her, or its choice concerning the terms and conditions set forth herein, and that they agree to the terms and conditions.

F. Execution of Agreement. This Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, e-mail, or facsimile transmission of the Release, including signatures, shall be deemed to constitute sufficient evidence of the Release having been executed.

G. Authority to Enter Agreement. The Parties warrant that they have the full authority to enter into this Release. Where applicable, all governmental, corporate, organizational or other action necessary to authorize such execution has been taken and completed. The signatory of each party to this Release has the full right and authority to commit and bind each respective Party, and all members and/or individuals related thereto, to the fullest extent of the law.

H. Enforcement; Attorneys' Fees and Costs. The Parties agree that any and all disputes regarding this Release shall be brought in the Superior Court of the State of California, Orange County. In any action brought to enforce any provision of this Release, the prevailing party shall be entitled to recover its attorneys' fees and/or costs.

I. Captions. The captions of paragraphs contained in this Release are for reference only and shall not affect the meaning of any provision of this Release.

J. Amendment. This Release may be modified or amended only by an agreement in writing that is approved by the governing body of each Party and duly executed by all of the Parties.

K. Binding Effect. This Release is binding upon and shall inure to the benefit of each of the Parties and their respective officers, elected and appointed officials, agents, employees, representatives, administrators, attorneys, assigns and successors in interest.

L. Severability. In the event any covenant, condition, or other provision herein is held to be invalid, void, or illegal, the same is deemed severed from the

M. remainder of this Release and will not affect, impair or invalidate any other covenant, condition, or other provision herein unless a court finds that the stricken provision(s) were integral to this Release and that it would be unfair to enforce the balance of the Release. If any covenant, condition, or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

N. Arm's Length Negotiations. This Release has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each of the Parties has been represented by independent legal counsel of its own choice. Accordingly, any rules of law, including, without limitation, Section 1654 of the California Civil Code, or any other statute, legal decision, or common law principle of similar effect, that would require interpretation of any ambiguities in this Release against the party that drafted it, is of no application and is hereby expressly waived. The provisions of this Release will be interpreted in a reasonable manner to effect the intentions of the Parties and of this Release.

12. Governing Law/Venue. This Release is made and entered into in the County of Orange, State of California, and the rights and obligations of the parties hereunder shall in all respects be construed and enforced in accordance with, and governed by, the laws of the State of California.

13. No Waiver. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

14. Construction. This Release has been reviewed by the Parties, and by their respective attorneys, and the Parties have had a full opportunity to negotiate their contents. The Parties agree that the language in all parts of the Release shall in all cases be construed as a whole, according to its fair meaning.

15. No Third Parties Benefited. Nothing in this Release, express or implied, is intended to confer upon any person or entity, other than the Parties or their respective permitted successors and assigns, any rights or benefits under or by reason of this Release.

EXHIBIT “E”

Schedule of Performance

Project Phase	Performance Benchmark	Deadline
Phase 1	• Close of escrow on CCF purchase of 128 and 128 ½ South 6th Street	• December 15, 2021
	• City Assigns K&A DDA to CCF	• December 15, 2021
	• Submittal of construction drawings for Phase I	• March-April 2022
	• Commencement of construction for Phase I	• December 2022
	• Construction completion for Phase I	• December 2024
Phase 2	• Submittal of Site Plan Review application for Phase II	• June 2022
	• Deadline to close escrow on Phase II	• August 15, 2022
	• Submittal of construction drawings for Phase II	• June 2023
	• Commencement of construction for Phase II	• December 2024
	• Construction completion for Phase II	• December 2026

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **AB 361 Findings**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

DISCUSSION

Recently the Governor signed into law AB 361 which established additional requirements upon local governmental agencies concerning public participation during the COVID -19 pandemic and State of Emergency period. In order to comply with AB 361, on October 13, 2021 the City Council adopted Resolution No. 21-85 as follows:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

One of the requirements of AB 361 as found in Government Code Section 54953(e)(3) is if a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without posting or other Brown Act compliance requirements the legislative body/City Council shall every 30 days after adopting the initial Resolution, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist (i) The state of emergency continues to directly impact the ability of the members to meet safely in person or (ii) State or local officials continue to impose or recommend measures to promote social distancing.

SUMMARY

The action for consideration is to receive and file this report and confirm the following findings required by AB 361 and Government Code Section 54953: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) Both of the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.

ATTACHMENT (S):

None.

ITEM # 15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Introduction and First Reading of an Ordinance No. 2444 Amending the Montebello Municipal Code to Establish the By-District Election Process of City Council Members**

DATE: November 10, 2021

RECOMMENDATION(S):

It is recommended that the City Council:

1) Introduce and conduct the first reading of Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Council Members of the City of Montebello ("City"); and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

Members of the Montebello City Council are currently elected in "at-large" elections, in which each City Councilmember is elected by the registered voters of the entire City and the next regular election is to take place on November 8, 2022.

The City received a petition on March 15, 2021 from Scott J. Rafferty ("Petition") alleging that the City's at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or "CVRA") and requesting that the City voluntarily change its at-large system of electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010.

On May 26, 2021, the City of Montebello adopted a Resolution of Intention stating the intention of the City to transition from an at-large election process to a by-district election process. At its meeting on October 13, 2021, the City Council held its first public hearing to receive comment and input from the residents of Montebello with regard to the transition from an at-large election process to a by-district process. The City has scheduled its second public hearing for November 13, 2021 to continue receiving input from the City's residents.

ENVIRONMENTAL

This Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly.

DISCUSSION

In a by-district election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be. The City and the City Council, by adopting this ordinance, are committing to adopt a final district boundary map no later than March 9, 2022, to be implemented in time for the November 8, 2022 election.

This ordinance sets forth the election of Council Members on a by-district elections system in five (5) single-member districts. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district. A Council Member in office at the time this Ordinance takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council member offices elected at-large occur before such expiration, such vacancies will be filled according to the law from the City at-large.

This ordinance will also provide for the process of district boundary adjustment, either by a 3/5 vote of the City Council or as required by the law for each decennial census. These adjustments may not exceed one (1) adjustment within a two (2) year period unless change is made necessary by law.

SUMMARY

Staff recommends that the City Council introduce and conduct the first reading of Ordinance No. 2444 to establish a by-district elections process for the election of City Council Members of the City of Montebello. Staff suggests that this Ordinance be brought for its second reading and adoption at the City Council meeting of December 8, 2021.

ATTACHMENT(S):

A. Attachment A – Ordinance Establishing By-District Elections Process

ATTACHMENT A

ORDINANCE NO. 2444

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AMENDING SECTION 2.08.050 OF TITLE 2, CHAPTER 2.08 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF COUNCIL MEMBERS

WHEREAS, the City of Montebello ("City") is a general law city, which is currently governed by five (5) council members who are all elected by all voters in the city in an at-large voting system and the next regular election is to take place on November 8, 2022; and

WHEREAS, the City received a petition on March 15, 2021 from Scott J. Rafferty ("Petition") alleging that the City's at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or "CVRA") and requesting that the City voluntarily change its at-large system of electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010; and

WHEREAS, pursuant to Government Code section 34886, as amended effective January 1, 2017, the City Council may adopt an ordinance that requires the members of the city council to be elected by district, without being required to submit the ordinance to the voters for approval; and

WHEREAS, under the California Voting Rights Act of 2001, district-based elections are required if it can be shown that an at-large election system prevents minority voters from electing their chosen candidate or influencing elections; and

WHEREAS, the City of Montebello desires to ensure the voting rights and fair representation of al of its citizens; and

WHEREAS, pursuant to Government Code section 34886, it is declared the change in the method of electing members of the City Council made by this ordinance to implement the guarantees of Section 7 of Article I and of Section 2 of the Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act; and

WHEREAS, in a district-based election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, the City and the City Council, by adopting this ordinance, are committing to adopt a final district boundary map no later than March 9, 2022, to be implemented in time for the November 8, 2022 election.

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

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

SECTION 2. AMENDMENT; ADDITIONS. Section 2.08.050 – Municipal Elections of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

2.08.050 – Municipal Elections.

A. Pursuant to Sections 1301 and 1000 of the California Elections code, commencing with the statewide election to be held on November 6, 2018, the city of Montebello's general municipal elections shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide election.

B. Pursuant to Sections 34886 and 34871(a) of the California Government Code, Council members will be elected on a by-district elections system in five (5) single-member districts. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district.

C. Except as provided in subsection (D) of this Section, each Council Member must be a resident of and a registered voter in the council district from which the member is nominated at the time the member is nominated, elected, and throughout that member's term of office. In the event any Council Member ceases to be a resident of the district from which the member was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a Council Member ceases to be a resident of the district from which the Member was nominated solely because of a change in the boundaries of the districts, the Member shall not lose office during that term by reason of such change pursuant to California Government Code section 34882 and Elections Code section 10227.

D. A Council Member in office at the time this section takes effect will continue in office until the expiration of a full term to which they were elected or appointed and until their successor is qualified. If vacancies in Council Member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large.

E. The boundaries of the Council Member districts of the City shall be adopted and established no later than March 9, 2022. The district-based elections process and the established district boundaries shall be implemented in the City's next general election occurring on November 8, 2022.

F. District boundaries shall be adjusted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken by three-fifths (3/5) vote of the total membership of the City Council, and as provided in Elections Code section 21601, 21602 and 21607. The district boundaries, but not the number thereof, may be changed by ordinance adopted by the City Council by three-fifths (3/5) vote of all its members; provided that districts established by the City Council shall be as nearly equal in population and as geographically compact as possible. However, the City Council shall not change the boundaries of districts more than once in any two (2) year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to City boundaries, as provided in Elections Code section 21603. After City Council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by City Council.

SECTION 4. **COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has not potential for resulting in physical change to the environment, directly or indirectly

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

SECTION 6. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council. The district boundaries shall be selected and in place no later than March 9, 2022 and the first district-based elections as provided for herein shall commence at the next election of Council Members for the City of Montebello after the effective date of this ordinance.

SECTION 7. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED ___th day of _____ 2021.

_____
Kimberly A. Cobos-Cawthorne, 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 November and was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____ 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Consideration of Appointment for a One (1) Representative to the Greater Los Angeles County Vector Control District**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Discuss and appoint one (1) representative to the Greater Los Angeles County Vector Control District for a two-year term; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

The City of Montebello is a member of the Greater Los Angeles County Vector Control District (GLACVCD) Board of Trustees (Board). As a member, it is now time to appoint one primary representative to represent Montebello on the Board of GLACVCD.

The term of the current representative expires on January 3, 2022. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees to the GLACVCD, the City Council may consider reappointing the current trustee for a 2 or 4 year term of office, commencing January 3, 2022. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absence or is no longer a voter and resident within the City of Montebello. The City's current representative, Mr. Avik Cordeiro, has

served the Board of Trustees since 2017 and has had perfect attendance since his appointment.

SUMMARY

The term of the current representative, Mr. Avik Cordeiro, appointed by the City Council by majority vote expires on January 3, 2022. Staff is recommending that the City Council discuss and consider the reappointment of Mr. Avik Cordeiro to serve on the Board of Trustees of the Greater Los Angeles County Vector Control District for two-year term.

ATTACHMENT (S):

Attachment A – Letter from Representative

Dear Madam Mayor and City Council,

I have thoroughly enjoyed representing the City of Montebello at the Board of Trustees for the last six years. In my time, I have worked with Vector Control and City staff to bring information to our residents and address their concerns around the city. Before COVID, I attended the Mosquito and Vector Control Association of California Legislative Day, the California MVCAC Annual Conference and various other activities. On Legislative Day, Trustees paired up with GLACVCD Directors to lobby State Senate and Assembly members for legislation that would provide funding for Zika research and ease regulations on the use of drones for wildlife and agriculture monitoring and spraying.

I sat on the board of the Standing Water Action Team "Bug Bus," an educational van and registered nonprofit where we ushered that program into a larger, directly funded form. I also sit on the Risk Management Committee, which revamped the District's Earthquake/Fire insurance policies. During COVID, we ended most in person events and activities, but I look forward to returning to a more active role as we slowly move away forward. I also look forward to welcoming a new General Manager, as our current GM Truc Dever moves on to bigger and brighter opportunities. The future is bright for all of us, with new and exciting mosquito control technologies and procedures to fight back against what is clearly a new reality of Aedes Aegypti permanent residence in SoCal.

I would therefore humbly request the honor of being reappointed to the GLACVCD Board of Trustees for a four year term.

Thank you for your consideration,

Avik L. Cordeiro
e. ALCordeiro5@gmail.com
c. (949) 667-1081

ITEM # 17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Award of Professional Services Agreement No. 3934 to Mark Thomas & Company, Inc. to prepare the Systemic Safety Analysis Report (RFP. No. 21-19)**

DATE: November 10, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Award a Professional Services Agreement No. 3934 to Mark Thomas & Company, Inc. to prepare the Systemic Safety Analysis Report (SSAR) for an amount not-to-exceed $249,776; and

2) Authorize the City Manager to execute the agreement on behalf of the City; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $25,000 in Measure R Funds (Account No. 220-99-7116) and $225,000 in Grants Funds (revenue, Account No. 265-99-4198.85, Grants, Miscellaneous Grants – SSAR Grant); and

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

FISCAL IMPACT

The recommended agreement in an amount not-to-exceed $249,776 is fully funded by the Caltrans Systemic Safety Analysis Report (SSAR) Program grant in the amount of $225,000 plus the required local funding match of $25,000, which will come from available Measure R funds.

On May 9, 2018, the City Council approved acceptance of the SSAR grant award. At the time, an appropriation of $25,000 in Measure R funds was made. This appropriation was not carried forward in subsequent years, therefore a budget amendment is needed to budget $25,000 in Account No. 220-99-7116 (Measure R, Improvements Other Than Building).

The Fiscal Year 2021-22 adopted Capital Improvement Program (CIP) budget included the $225,000 in SSAR grant funding (Account No. 265-3002-2018-102-60401.0, Grants, DOT Grant – SSARPL-5247(027), FY 2018-19, Systemic Safety Analysis Report, Outside Contracts). There is no need for a budget amendment to appropriate the $225,000 in grant funding for expenditures. However, a budget amendment to account for the eventual receipt of grant funds (revenue) is needed. Hence, Account No. 265-99-4198.85 will be increased by $225,000 to record offsetting grant revenue once received.

BACKGROUND

In May 2016, the City applied for a grant through Caltrans for the preparation of a Systemic Safety Analysis Report (SSAR). Systemic analysis is a proactive safety approach that focuses on evaluating a roadway network using a defined set of criteria as required by Caltrans' SSAR Program Guidelines. It looks at crash history on an aggressive basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. Systemic analysis acknowledges that crashes alone are not always sufficient to prioritize countermeasures across a system. The goal of the SSAR Program is to help local agencies identify safety projects to submit applications for Highway Safety Improvement Program (HSIP) grant funding. Although not a prerequisite to applying for HSIP funds, the use of results documented in the SSAR will identify high benefit-cost ratio safety projects that have been found to be competitive in previous HSIP cycles.

Caltrans notified the City of the SSAR grant in February 2018 in the amount of $225,000, with a required local funding match of $25,000. At its meeting on May 9, 2018, the City Council accepted the grant.

There are ten intersections that will be studied this project. The intersections include: 1) Beverly Blvd at 21st St; 2) Howard Ave at Lincoln Ave; 3) Montebello Blvd at Avenida de la Merced; 4) Poplar Ave at Eula Dr; 5) Telegraph Rd at 5 Fwy off ramp; 6) Washington Blvd at 4th St; 7) Washington Blvd at 5th St; 8) Washington Blvd at Greenwood Ave; 9) Whittier Blvd at Bluff Rd; and 10) Wilcox Ave at Via Campo.

ANALYSIS

RFP No. 21-19 was issued on October 24, 2021. The solicitation was advertised on PlanetBids on the City's website.

On October 7, 2021, the City received three (3) proposals in response to RFP 21-19. Staff reviewed and evaluated the submitted proposals as prescribed in the RFP. The proposals were evaluated based upon several factors. These factors include: project approach and understanding, project team expertise, work plan and schedule, and relevant project experience.

The resulting scores (100 maximum) were as follows:

Rank	Firm	Average Score
1	Mark Thomas & Company, Inc.	91.0
2	KOA Corporation	88.0
3	Minagar & Associates, Inc.	79.7

The proposal submitted by Mark Thomas & Company, Inc. was ranked highest. The proposed fee for a not-to-exceed amount of $249,776 was reviewed and determined reasonable for the scope of the work and is within the allotted grant amount of $250,000. Award to Mark Thomas & Company, Inc. is recommended.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will execute the agreement and coordinate the completion of the Systemic Safety Analysis Report with the selected consultant firm. City Council is also being asked to amend the FY 2021-22 budget by increasing appropriations by $25,000 in Account No. 220-99-7116 (Measure R, Improvements Other Than Building) and $225,000 in Account No. 265-99-4198.85 (Grants, Miscellaneous Grants – SSAR Grant). Appropriations for expenses related to this project were made with the adopted CIP budget, and no amendment is needed (Account No. 265-3002-208-102-6040.10, Grants, DOT Grant, FY 2018-19, Systemic Safety Analysis Report, Outside Contracts).

ATTACHMENT (S):

A. Attachment A – Professional Service Agreement No. 3934

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3934
WITH MARK THOMAS & COMPANY, INC.

THIS AGREEMENT ("Agreement") is made and entered into on November 10, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Mark Thomas & Company, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Professional services in the CITY; and

WHEREAS, the CONTRACTOR 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. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals, RFP 21-19 issued on September 15, 2021, to provide engineering services for the Systematic Safety Analysis Report Project in the City of Montebello ("Request for Proposals"), as such is set forth fully in CONTRACTOR's proposal dated October 7, 2019 and submitted in response to RFP No. 21-19, **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide engineering services for the Systematic Safety Analysis Report Project as set forth fully in CONTRACTOR's proposal dated October 7, 2021 and submitted in response to RFP No. 21-19, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR 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"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire in Two (2) Years from the Effective Date, unless terminated

earlier as hereinafter provided. This Agreement may be extended for up to One (1) Year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

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

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

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

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR 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 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to 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. CONTRACTOR 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 CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by 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. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, 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 Contractor. The Contractor 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, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. 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 CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

The CONTRACTOR 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 CONTRACTOR'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 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR 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 CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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 CONTRACTOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

CONTACTOR shall require each of its subcontractors, if any, to maintain insurance

coverage that meets all of the requirements of this Agreement.

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

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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

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

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its 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 CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

disclosure of *any* matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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 21. NOTICE.

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

Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

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

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**MARK THOMAS & COMPANY, INC.**
René Bobadilla, City Manager	Darin Johnson, P.E. Division Manager + Associate Principal

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT A

SCOPE OF WORK

EXHIBIT A

PROPOSAL

SUBMISSION DATE

OCTOBER 7, 2021

PROJECT

SYSTEMIC SAFETY ANALYSIS REPORT

SSARPL-5247(027) - RFP 21-19

PREPARED FOR

City of Montebello

MARK THOMAS

MARK THOMAS

October 7, 2021

Albert Mendoza, PE,
Deputy Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Mr. Mendoza:

The City of Montebello (City) has secured funding for the preparation of a Systemic Safety Analysis Report (SSAR) in accordance with the policies and procedures required by Caltrans guidelines. A consultant is needed with experience preparing SSAR's, as well as knowledge of Highway Safety Improvement Program (HSIP) grant applications, HSIP Projects, and Local Roadway Safety Plan (LRSP) documents.

Mark Thomas is pleased to provide this proposal to improve public safety within the City by preparing a SSAR combined with an LRSP. Mark Thomas has been providing planning, design, and programming/ funding assistance for local agencies in California for more than 94 years. We have qualified staff that can leverage previous and current LRSP and SSAR preparation experience to identify, analyze, and prioritize roadway safety improvements on local roadways and identify non-infrastructure solutions for implementation. This SSAR will be tailored to serve the City's needs, evaluate crash history, develop locally preferred solutions, and prioritize recommendations for improvements.

The accelerated timeframe to deliver the SSAR in order to meet the funding deadline requires a team that has the right leader, the right experience, and the right approach to deliver the SSAR. Mark Thomas brings you that team. We offer the following benefits to the City:

SSAR and LRSP Experience: Mark Thomas has extensive experience preparing SSARs and LRSPs and understands their requirements. We have prepared or are preparing these studies for the cities of Stockton, Sacramento, Laguna Niguel, McFarland, Reedley, and the counties of Kings, Humboldt, Alpine, Amador, Calaveras, Kern, and Madera. Our team was selected for these safety plans because of our ability to efficiently analyze crash data, and recommend effective countermeasures to improve safety. Furthermore, our team brings extensive experience discovering network trends, identifying challenge areas, and developing strategies through Caltrans and Federal Highway Administration (FHWA) guidance and providing appropriate recommendations for SSARs and LRSPs.

Experienced Team: Paul Martin will lead our team as the project manager and will be the primary point of contact for this project. He will have direct responsibility for the services provided to the City and will manage the day-to-day activities of the project team. Paul's experience includes 21 years of planning, designing, and managing public works and transportation projects. He also previously served as the Active Transportation Coordinator (ATC) at the Orange County Transportation Authority (OCTA), successfully secured multiple grant funds for OCTA, and led grant funding workshops to better serve local agencies. Paul led the development of the OCTA SSAR addressing active transportation crashes

countywide and is currently preparing LRSPs for the City of Laguna Niguel, Kings County, and the City of McFarland. Working with Paul will be a team of in-house engineers with expertise in SSARs, LRSPs, HSIP applications, and the design of safety enhancements. Additionally, we have partnered with Kittelson & Associates (Kittelson) to provide crash data analysis. Kittelson has worked with Mark Thomas on several projects, including other Systemic Safety Analysis Reports. Mark Thomas and Kittelson teamed together to successfully complete the City of Sacramento's SSAR and the City of Stockton's SSAR/LRSP. Both projects delivered final reports that met state guidelines as well as several HSIP-ready projects. Our team uses the technical expertise of both firms to provide a thorough and informed look at traffic safety.

As an associate principal of the firm, I am authorized to make legally binding commitments for the firm and negotiate the contract. We acknowledge that all information submitted with the proposal is true and correct. If you have any questions about our proposal, please contact Paul Martin at (949) 697-7840 or via email at pmartin@markthomas.com. Thank you for the opportunity to submit our proposal for this project. We look forward to working with the City on the development of the SSAR/LRSP.

Sincerely,
MARK THOMAS & COMPANY, INC.

Darin Johnson, PE
Division Manager + Associate Principal

APPROACH AND UNDERSTANDING

PROJECT UNDERSTANDING

The City of Montebello (City) has secured funding for the preparation of a Systemic Safety Analysis Report (SSAR) in accordance with the policies and procedures required by Caltrans guidelines. A consultant is needed with experience preparing SSAR's, as well as Highway Safety Improvement Program (HSIP) grant applications, HSIP Projects, and Local Roadway Safety Plan (LRSP) documents.

The SSAR will serve the City through evaluation of crash data and identification of safety improvements focused on local highway safety needs which will, in turn, maintain eligibility for future HSIP grant funding opportunities. We understand the City secured funding for the preparation of the SSAR in 2017 and a pending deadline for use of funds is approaching in June 2022.

Assuming Caltrans has provided authorization to use funds, we propose to prepare the SSAR by the end of April 2022. Our final document will satisfy the SSAR scope of work identified by the City in the Request for Proposals (RFP) as well as eligibility required LRSP.

Starting In April 2022, a locally adopted LRSP will be required for an agency to be eligible to apply for the HSIP Cycle 11 grant funding. The Montebello LRSP will help identify and prioritize projects to position the City for successful HSIP grant funding pursuits. The creation of the LRSP will primarily occur through the creation of a stakeholder advisory group and the provision of non-infrastructure recommendations.

ENSURING GRANT FUNDING ELIGIBILITY

The California 2020-2024 Strategic Highway Safety Plan (SHSP) is a data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic crash fatalities and serious injuries on all public roads. The California SHSP was developed collaboratively with public and private sector safety stakeholders and establishes goals, objectives, and challenge areas. The SHSP addresses the 5Es of traffic safety: *Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies*.

The SHSP has documented the following Vision, Mission, and Objective

- ✓ **Vision: Safe Public Road Across California**
- ✓ **Mission: Ensure safety for all modes of travel on California's public roads**
- ✓ **Objective: Zero Fatalities & Serious Injuries**

While the SHSP creates a statewide roadway safety program, the Local Roadway Safety Plan (LRSP) provides a means for a local agency to address unique highway and active transportation safety needs and contribute to the success of the SHSP. Our team will deliver the grant required SSAR and a LRSP that will ensure funding eligibility when pursuing HSIP funding.

PROJECT APPROACH

The SSAR/LRSP will evaluate trends in the City's transportation crash history to identify a high injury network (HIN) for improvement. The crash analysis will include a review of trends in crash types and locations to develop recommendations customized for the City of Montebello. The project will develop a multi-disciplinary Stakeholder Working Group (SWG) with representatives from public works, health, school, law enforcement, and emergency responder organizations. We have developed and facilitated SWG meetings for other agencies and found that a well-developed and concise meeting will ensure continued participation. Additionally, direct engagement to identify and convey overlapping goals will strengthen participation by key partners.

We propose a collaborative approach that involves multiple stakeholders to comprehensively evaluate crash history, identify trends, and develop actionable solutions to benefit the community. The holistic approach will include both infrastructure and non-infrastructure solutions customized for the community. Our team is the most qualified to develop diverse solutions, has demonstrated a history of collaboration between engineers, planners, healthcare professionals, public safety representatives, and emergency responders.

The selection of the SWG to guide the development of the SSAR/LRSP varies for each community but should provide coverage for the SHSP five safety focus areas:

ENGINEERING	**Apply effective and/or innovative countermeasures.**
ENFORCEMENT	**Enforce actions that reduce high-risk behaviors.**
EDUCATION	**Educate all road users on safe behaviors.**
EMERGENCY RESPONSE	**Improve emergency response times and actions.**
EMERGING TECHNOLOGIES	**Apply emerging technologies to roadway, vehicle, and user.**

It is important that the project stakeholders consider each of the SHSP's five safety focus areas to develop a robust set of recommendations customized to the needs of the community.

Key Project Milestones

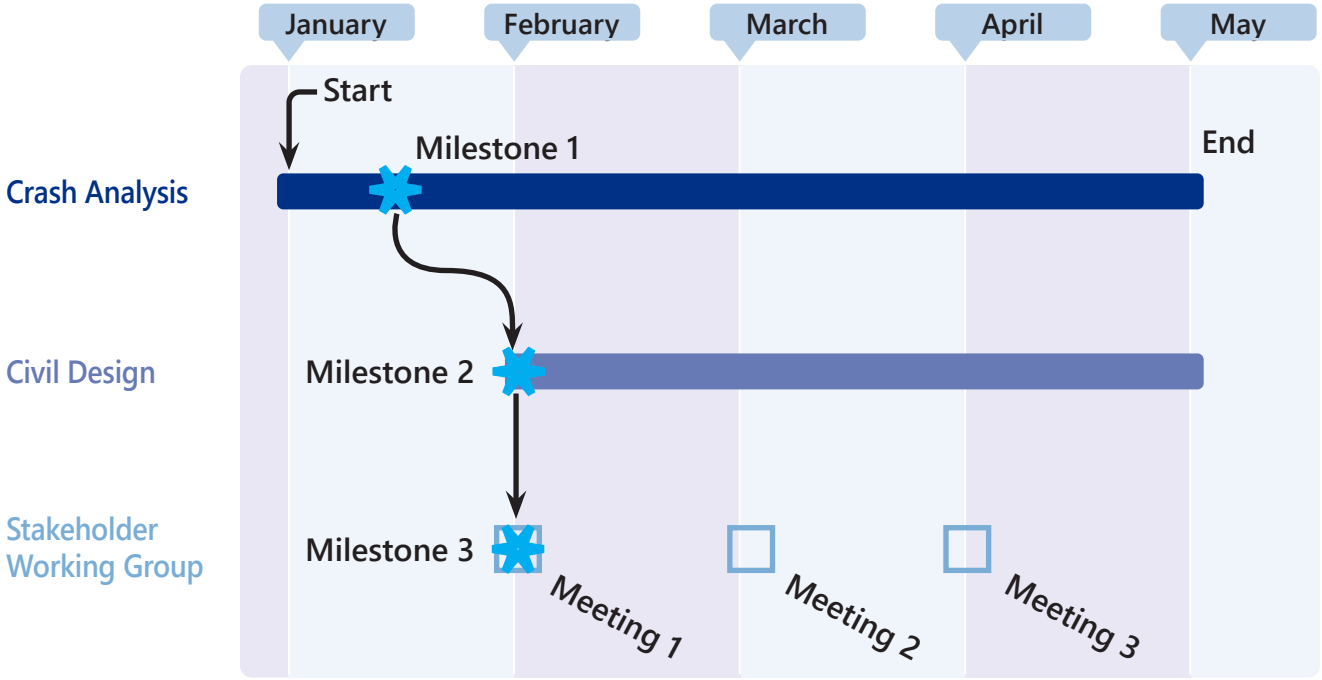
We have formed our team in response to the rapid delivery of the project due to the June 30, 2022 grant funding deadline. We have added Kittelson to our team to focus on the data analysis while allowing the Mark Thomas team members to advance the project in parallel.

The approach to delivering the project by the end of April 2022 requires the following:

1. Delegation of major tasks to subject area experts
   a. *Crash Analysis* – Led by the Data Analysis Lead (Erin Ferguson, Kittelson)
   b. *Civil Design Concept Development* – Led by the Civil Lead (Pat Somerville, Mark Thomas)

c. *Non-Infrastructure Recommendations* – Led by the Project Manager/Planning Lead (Paul Martin, Mark Thomas)

2. Development of Key Milestones to allow parallel work by subject area experts
   a. *Milestone 1:* Rapid identification of High Injury Network
   b. *Milestone 2:* Initiate Engineering Analysis to address High Injury Locations
   c. *Milestone 3:* Initiate Stakeholder Working Group Meetings and Non-Infrastructure Recommendations Development



The approach identified above will position us to successfully deliver the project efficiently and expeditiously in order to utilize available funding and avoid complications with the grant funding program reimbursement.

Public Sector Understanding

Our project team includes staff that has worked in both the private and public sectors. Paul Martin, our Project Manager recently worked six years as the Active Transportation Coordinator at the Orange County Transportation Authority and shortly thereafter served as the Transportation Manager at the City of Placentia. Supporting him is Pat Somerville, the engineering lead, who worked for the City of Fullerton for over 11 years. This public sector experience gives us the perspective and understanding of the challenges City staff experience daily while serving the public and developing a document that addresses the concerns of the municipality and of the general public. It is our job as your consultant to proactively advance this project, deliver quality products and meet the established deadlines, while functioning as an extension of City staff.

We know the following will be key goals of City staff for the successful delivery of this SSAR:

1. The Consultant needs to deliver the report consistent with the grant requirements
2. The report should position the City for future funding pursuits, especially HSIP funding.
3. City staff has limited availability, so Project Manager status meetings should be used effectively to address key questions.

Concept Development

Our team will gather readily accessible information on the selected locations will conduct a project site visit. This, coupled with the findings from the data analysis, will develop potential infrastructure improvements that will provide countermeasures to address locations prone to crashes.

We will pull from our toolbox of solutions that we have used on similar projects, including the Long Beach Boulevard Green Streets for the City of South Gate and the team's experience working on the City of Los Angeles Complete Streets program (see sidebar). Potential infrastructure improvements include:

- Curb extensions/bulb outs
- High visibility signage and crosswalk markings
- Striping modifications
- Buffered bike lanes or separated bikeways
- Site modifications to address sight distance challenges
- Protected left-turn phasing
- Pedestrian Hybrid Beacon (PHB)
- Rectangular Rapid Flashing Beacon (RRFB)
- Leading Pedestrian Interval (Modify traffic signal timing to allow pedestrians to proceed prior to the vehicles at an intersection)
- Raised medians
- Segment lighting

The civil team for this project, led by Pat Somerville and supported by Xavier Espinosa and Kimberly Barling, all worked on the **City of Los Angeles Complete Streets Program** that implemented Vision Zero features along their High Injury Network to address pedestrian and bicyclist safety. The project included six streets totaling 22 centerline miles of improvements.

Our team will prepare conceptual plans and develop associated cost estimates, including any right-of-way impacts if deemed required for the improvements. These documents will support the funding grant applications.

PROJECT MANAGEMENT APPROACH

To successfully deliver a project, it's important to have an experienced manager and a well-thought-out project management approach. The foundation of our project management approach centers on proactive communication, utilizing project control tools to deliver the project on time and on budget, and delivering quality products, every time.

Communication

The Mark Thomas Project Manager (PM), Paul Martin, will communicate directly with the City PM and manage the internal project team for project delivery. Throughout the project duration, we will host monthly PM status meetings via a Mark Thomas provided videoconference link. The videoconference

is recommended to allow for a screen share opportunity where meeting notes are recorded in real-time to document the discussion and establish clear action items.

This approach ensures regular and consistent communication on upcoming schedule items, identifying potential risks and challenges to success. Participation in the monthly PM status meetings is anticipated to include the City designated PM and the Mark Thomas PM, as well as data analysis and civil design leads.

Project Controls

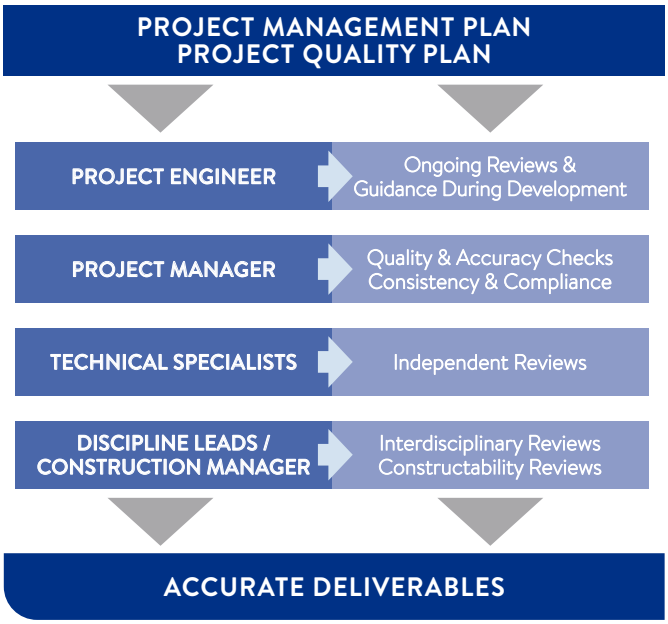
At Mark Thomas, we set up the planned expenditures by task and schedule and we track these expenditures in real-time. We use our accounting tools to evaluate earned value in comparison to the plan, ensuring that our team is efficient and delivering your project on time and on budget.

Similar to monthly PM status meetings with City staff, we will have regular consultant team progress meetings during the delivery of the project. This helps ensure that all project tasks are on schedule and proactively avoids potential delays. A running agenda and list of action items will be discussed with the team members and subconsultants to manage the schedule and ensure delivery per agreed upon milestones. We will prepare monthly progress reports that will support the monthly invoice that will help facilitate grant funding reimbursement.

Quality Control/Quality Assurance

The Mark Thomas Quality Control plan consists of established procedures for performing the work (with customization as needed for each project), establishing appropriate levels of development for submittals, regularly scheduled progress reviews, project checklists, and tracking items for completion. We anticipate the applicable methods for QA/QC on this project will focus upon include:

- The Mark Thomas Quality Assurance Manager will perform an independent review of the project analysis, findings, and recommendations to ensure outcomes match those identified by the City and SSAR/LRSP requirements.
- The independent review will be provided at key milestone deliverables, allowing time for revisions as needed to provide high-quality products and materials to City staff.



Mark Thomas will implement and maintain these quality control procedures during the preparation of the project.

QUALIFICATIONS AND EXPERIENCE

Mark Thomas provides civil engineering, planning, grant application preparation, and surveying services to clients throughout California. Our stability throughout the years is founded on our strong reputation for delivering projects of all sizes and types, ranging from small municipal projects to multi-million dollar regional transportation facilities.

Our experience spans from analyzing and programming to final design for a wide range of transportation projects. We have experience analyzing collision data, developing safety countermeasures, and developing conceptual designs and cost estimates. We also have experience addressing non-infrastructure solutions to improve transportation safety. Our team has worked with many local agencies to prepare funding applications and reports. Specifically, we have prepared applications with a high rate of success obtaining HSIP funds for our clients.

Caltrans Local Assistance Experience

Our staff has an unmatched understanding of the Caltrans delivery process and its design standards. We routinely work with Caltrans to prepare planning level funding documents such as the SSAR and HSIP reports. Having worked closely with Caltrans District Local Assistance and Caltrans Headquarters on many projects, we have developed strong working relationships with Caltrans staff, allowing us to talk through project challenges and deliver a high-quality product. Ultimately, having key connections and knowing the process increases the chances of projects getting funded and reduces the oversight required by the City. We are aware of funding requirements and actively advise our clients on how to manage funding constraints to successfully deliver projects.

The Caltrans Local Assistance Procedures Manual (LAPM) provides the guidelines and instructions for the state and federal programs that must be followed by local agencies in order to obtain funding for local public transportation projects. These guidelines require compliance with federal and/or state laws, regulations, policies, and procedures related to design, right of way acquisition, utility relocation, construction, and maintenance. Federal funding requires a separate E-76 process for each phase of work in order to receive reimbursement. It is crucial that Federal "Authorization to Proceed" (E-76) is approved before any work in the respective phase is started for the project to be eligible for reimbursement. A formal field review is typically mandatory prior to the E-76 request.

AT A GLANCE

94 years in business

270 team members

11 offices statewide

100% employee owned

#23 ENR top CA design firm

>5K projects delivered

AREAS OF EXPERTISE

- Collision Analysis
- Benefit/Cost Ratio Preparation
- Agency Coordination
- Transportation Planning & Engineering
- Funding Applications & Strategy
- Civil Engineering
- Roadway Improvements
- Plans, Specifications & Estimates
- Structural Engineering
- Caltrans Coordination
- Active Transportation

Knowledge of Southern California Safety Standards

Our proposed Project Manager, Paul Martin, PE, TE, previously served as the Active Transportation Coordinator (ATC) at OCTA, and successfully secured multiple grant funds for OCTA, and led grant funding workshops to support local agency pursuits. Paul has been involved in the preparation of fundamental planning documents that ensure multi-modal safety practices throughout Orange County, including Safe Routes to Schools Master Plans, and supported City staff by creating a HSIP Cycle 9 funding workshop. Our team has established relationships with local agencies/ partners and we have already established relationships with City staff through both our design and planning disciplines. We recently prepared an HSIP Cycle 10 grant application for the City of Laguna Niguel. Our local expertise can be leveraged to benefit the City for the final deliverable positioning the City for continued success.

Mark Thomas has the local knowledge, experience, and availability to successfully deliver the SSAR for the City. Our project approach demonstrates the steps needed to prepare an agency specific SSAR.

EXPERIENCE WITH SSAR AND LRSP REPORTS

Mark Thomas is experienced in the development of LRSPs, SSARs, and other projects with similar goals, such as HSIP funding applications. Our team is practiced at building an advisory team of multi-disciplinary stakeholders to frame challenges and develop locally preferred solutions to address documented needs. We have worked with agencies to adopt a holistic approach to public safety by providing infrastructure and non-infrastructure solutions in an LRSP or SAAR. An organized data-driven approach to identifying solutions in coordination with partner agencies to reduce traffic collision fatalities and serious injuries is consistent with the California Strategic Highway Safety Plan (SHSP) and will position the City for future HSIP funding opportunities.

Mark Thomas has assisted the following agencies with the preparation of LRSPs and/or SSARs:

- Orange County Transportation Authority
- City of Laguna Niguel
- City of Stockton
- City of Sacramento
- City of McFarland
- City of Reedley
- County of Alpine
- County of Amador
- County of Calaveras
- County of Humboldt
- County of Kern
- County of Kings

We are familiar with the Caltrans and FHWA guidance and requirements for LRSPs and have used this knowledge to prepare LRSPs for local agencies. Additionally, Mark Thomas has extensive experience preparing grant applications for various competitive grant programs such as the HSIP, Active Transportation Program (ATP), Office of Traffic Safety (OTS), Southern California Association of Governments (SCAG), and Senate Bill 1 Local Partnership Program (LPP), Solutions for Congested Corridors Program, and Trade Corridor Enhancement Program (TCEP).

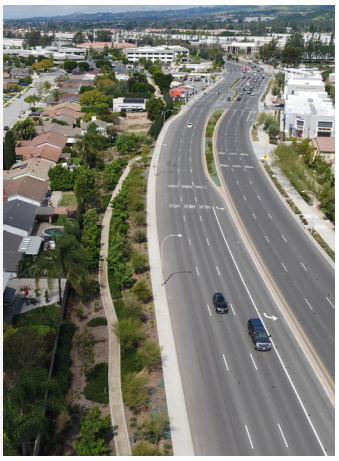
Over the past four years, Mark Thomas has secured more than $340 million in competitive funding for infrastructure projects throughout the state. We will leverage our planning, engineering, and grant funding experiences to position the City for success to address multimodal transportation safety needs.

ADDITIONAL AREAS OF EXPERTISE

Mark Thomas is a multidisciplinary firm with both planning and technical in-house services to meet the City's needs for this project. The breadth of experience allows us to meet the City's project schedule and teaming with Kittelson allows delegation of tasks to advance the project rapidly. In addition to our extensive experience preparing SSARs and LRSPs, Mark Thomas specializes in the following areas.

ROADWAY PLANNING AND DESIGN EXPERTISE

Mark Thomas brings expertise in the planning, design, and project management of local roadway improvements including bicycle and pedestrian mobility improvements. Our projects have involved intersection modifications, highway/railway at-grade crossing improvements, highway and interchange improvements, vehicle/bicycle separation projects, and active transportation facilities projects throughout the State. We have extensive working knowledge of design manuals and guidelines for the implementation of roadway, active transportation, and drainage improvement projects throughout the State. This experience includes innovative designs to improve safety and connectivity for all travel modes.



AUTHENTIC KNOWLEDGE OF NON-INFRASTRUCTURE SOLUTIONS

Our team has direct experience creating and implementing non-infrastructure solutions to improve public safety. We have led walk and bike audits with agency staff, community members, school age children and parents, and local advocates to identify potential improvements. By engaging directly with the community, we can better understand community needs and find solutions that may not be identified through a crash data heatmap. Our staff have led encouragement efforts through Southern California Association of Governments (SCAG) Go Human demonstration events, created education campaigns at regional agencies, and developed briefings for presentation directly to local police for more effective enforcement. Our expertise in non-infrastructure solutions is leveraged to effectively serve our clients.

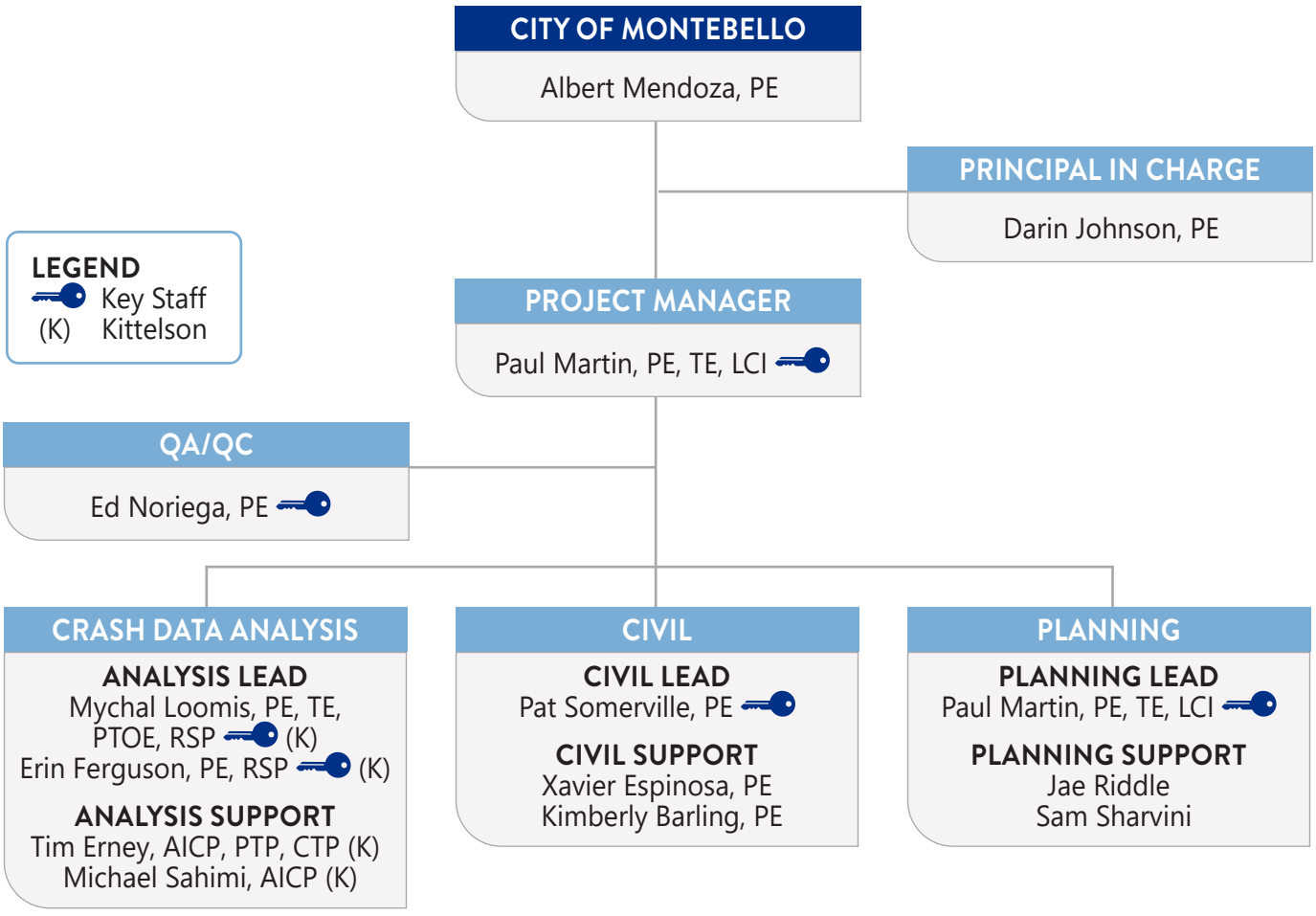
BICYCLE/PEDESTRIAN TRAILS

One of our team's key strengths is in the planning, design and management of complete streets, active transportation facilities, and bicycle and pedestrian trail improvements and enhancements based on National Association of City Transportation Officials (NACTO), Caltrans Highway Design Manual (HDM), Caltrans Design Information Bulletin (DIB) 89 Class IV Bikeway Guidance, and other Complete Street guidelines. Through our work with multiple cities, counties, and Caltrans, we have accumulated an expansive knowledge base specifically geared toward improving access, connectivity and safety for active modes of transportation such as walking and bicycling.

PROJECT TEAM

We have developed a team able to meet the staffing and scheduling needs of the project. The Mark Thomas team will be led by Paul Martin as the project manager. Paul will be responsible for the daily management of the project including correspondence with the City. He will be responsible for keeping the project on track by providing and monitoring the schedule, budget, and deliverables outlined in the scope. Paul led the development of OCTA's SSAR as well as several other high profile active transportation planning studies. Resumes can be found in *Appendix A*.

We have hand-selected our teaming partners to help address the aggressive project schedule and to address specific project needs. Kittelson will perform crash data analyses and work with Mark Thomas and City staff to identify priority locations to address traffic safety issues. Kittelson will support the identification of applicable countermeasure and preparation of the SSAR/LRSP along with materials to support future HSIP applications. Our organizational chart depicts the lines of communication and structure we intend to implement for this contract. Paul and our key staff will remain throughout the duration of the project unless approved otherwise by the City.



MEET OUR PROJECT MANAGER

PAUL MARTIN, PE, TE, LCI

YEARS OF EXPERIENCE
21

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C65868, CA TR2315, LCI 4936

AWARDS/RECOGNITION
- 2019 Public Sector Professional of the Year - Association of Pedestrian & Bicycle Professionals
- 2017 Change Maker of the Year - Alliance for a Healthy Orange County

Paul Martin is a registered Civil and Traffic Engineer, and in his role as Project Manager, he can holistically understand both the traffic safety and civil engineering considerations that are required for a truly comprehensive SSAR. His experience also means he can successfully lead and oversee a team that is comprised of both planning and traffic subconsultant partners. Paul has held roles in both the private and public sector, serving as the Countywide Active Transportation Coordinator at OCTA and as the Transportation Manager at the City of Placentia as well as having roles at private consulting firms including his current role as Senior Project Manager at Mark Thomas. His multi-faceted background means that he understands the budgetary and scheduling needs of public agencies while creating the most effective and creative project deliverables.

Experience
» Local Roadway Safety Plan, Laguna Niguel
» Systemic Safety Analysis Report, OCTA
» Local Roadway Safety Plan, City of McFarland
» Local Roadway Safety Plan, Kings County

PROJECT KEY STAFF

ED NORIEGA, PE | QUALITY ASSURANCE/QUALITY CONTROL

Ed has more than 24 years of experience in municipal and transportation engineering. He has served as a project manager and project engineer on many projects including bridges, local roadway and streetscape improvements, highway interchanges and railroad grade separations. Ed has experience in all aspects of safety project planning and development including preparing LSRPs, SSARs, HSIP applications, and final design documents. Ed will use his expertise in preparing SSAR, LRSPs, and HSIP applications to provide QA/QC oversight.

Experience:
» Systemic Safety Analysis Report, Kings County
» Systemic Safety Analysis Report and Local Roadway Safety Plan, Kern County
» Systemic Safety Analysis Report, City of McFarland

YEARS OF EXPERIENCE
24

EDUCATION
BS in Civil Engineering

REGISTRATION
CA 61555

AREAS OF EXPERTISE
Municipal and Transportation Engineering, Application Planning and Development

PAT SOMERVILLE, PE | CIVIL LEAD

Pat brings more than 35 years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects. He brings proven consensus building skills. He actively engages third parties, including regulatory agencies, utility companies, freight and commuter rail and CPUC, coordinating early and often through the project life cycle. These relationships and this approach will lead to project approvals and on-time project delivery. His career also includes 12 years working in the public sector, which provides him with a detailed understanding of governmental and agency processes, project finance and needs analysis, as well as the technical and contractual requirements for the design and construction of civil projects. Pat will lead the Civil team and will provide the 30% designs.

YEARS OF EXPERIENCE
35

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C56141

AREAS OF EXPERTISE
Municipal and Transportation Engineering

Experience:

» Firestone Boulevard Widening, City of Norwalk
» Complete Streets Program, City of Los Angeles
» Glendale Streetcar Feasibility Study, City of Glendale

MYCHAL LOOMIS, PE, TE, PTOE, RSP | DATA ANALYSIS

Mychal Loomis is a Kittelson associate engineer with 15 years of traffic engineering experience working on a diverse range of local, regional, and statewide planning, design, and traffic safety projects. Mychal's experience includes development of local and statewide traffic safety plans, community-wide mobility studies, active transportation network evaluations and recommendations, master plan circulation and concept designs, traffic engineering design plan preparation, and numerous traffic impact studies. Mychal provides responsiveness and holistic viewpoints on mobility, with a drive for serving clients and finding solutions supported by the community.

YEARS OF EXPERIENCE
15

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C76101, CA TR2918, CA PTOE 4347, RSP

AREAS OF EXPERTISE
Traffic Safety, Traffic Engineering Design, Traffic Planning

Experience:

» Mission Viejo SSAR, Mission Viejo
» Fresno COG Multi-jurisdictional LRSP, Fresno County
» Imperial Beach LRSP, Imperial Beach

ERIN FERGUSON, PE, RSP | DATA ANALYSIS

Erin Ferguson is a Kittelson principal engineer whose 16 years of experience includes conducting applied national research as well as analysis and design to plan and implement on-the-ground multimodal safety improvements. Erin was a researcher and co-author of the AASHTO Highway Safety Manual, First Edition. She has served as a technical resource for numerous transportation safety plans in the western United States and, since 2017, has led over 20 jurisdiction-wide safety planning projects conducted on behalf of local public agencies in California. Erin's technical guidance for safety projects includes road network screening, road safety audits, diagnosis, countermeasure selection, effectiveness evaluations, and programmatic implementation of multimodal safety improvements. She is experienced in the integration of the Highway Safety Manual into roadway safety management, road safety audits, design deviations, and alternatives analysis to enhance existing agency practices. Erin also provides direction on identifying crash trends and countermeasures, as well as guidance on interpreting and communicating analysis results to project stakeholders.

YEARS OF EXPERIENCE
16

EDUCATION
MS and BS in Civil Engineering

REGISTRATION
CA C65868

AREAS OF EXPERTISE
Municipal and Transportation Engineering

Experience:

- Mission Viejo SSAR, Mission Viejo
- Sacramento SSAR, Sacramento
- Engineering for Safer Streets, Pasadena

RELEVANT PROJECT EXPERIENCE

The following representative projects demonstrate our experience, competency and capability in successfully delivering the design and management of transportation improvement projects to public agencies throughout the state. In addition to the projects described on the following pages, Mark Thomas has analyzed and prepared numerous SSARs and analyzed and prepared HSIPs for several agencies, including:

SSARs

- Orange County Transportation Authority (OCTA)
- City of McFarland
- City of Reedley
- City of Sacramento
- County of Alpine
- County of Amador
- County of Calaveras
- County of Humboldt
- County of Madera
- County of Stanislaus

HSIP Applications

- City of Colfax
- City of Laguna Niguel
- City of Lincoln
- City of Lodi
- City of Rancho Cordova
- City of Stockton
- County of Alameda
- County of Humboldt
- County of Kings
- San Joaquin County

SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM, ORANGE COUNTY

Secured a Caltrans Systemic Safety Analysis Report Program Grant and managed the evaluation of bicycle and pedestrian collision history for all cities and the unincorporated communities within Orange County. The analysis identified trends in crashes by roadway and intersection types and informed the development of a list of potential engineering solutions by facility. A comprehensive countermeasure toolbox was developed documenting crash reduction factors and eligibility for funding through Federal and State safety programs. A Countywide summary of frequent crash typologies affecting people walking and cycling was provided. This summary provided guidance to local agencies to proactively address needs and improve safety.

Paul Martin organized and led a workshop for local staff to better position for HSIP Cycle 9 grants.

AGENCY
Orange County Transportation Authority

PERIOD OF PERFORMANCE
2018 - 2019

AGENCY CONTACT
Charlie Larwood
Orange County Transportation Authority
(714) 560-5683
clarwood@octa.net

STAFF ASSIGNED
Paul Martin (Project Manager)

PROJECT ELEMENTS
- SSAR
- Grant funding

ON-CALL ENGINEERING SERVICES, LAGUNA NIGUEL

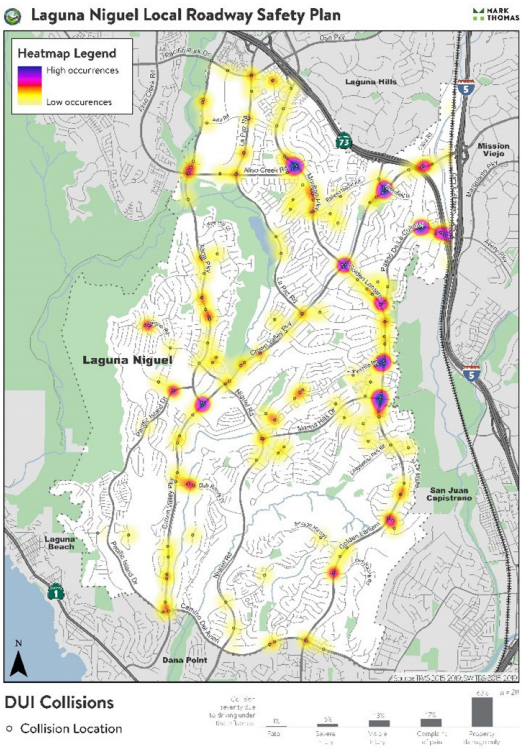
Mark Thomas is providing engineering and grant funding services for the City of Laguna Niguel.

Rancho Niguel Road HSIP Grant Application

Mark Thomas developed analysis, graphics, and persuasive arguments for the submittal of the Highway Safety Improvement (HSIP) Cycle 10 grant application for the City of Laguna Niguel. The proposed project required an extensive review of historical crash data to complete the HSIP-required, safety related traffic signal warrant. The proposed project will signalize two closely spaced offset intersections to address identified transportation needs. With the traffic signal and City-funded striping changes, the improved condition will better serve through traffic, local access, school-related traffic, and people walking and biking in the area. Our team coordinated with the City and utilized available data to prepare answers to all the grant application questions, complete traffic signal warrants, evaluate crash data, develop graphics, and identify the benefit cost ratio for a competitive application addressing the documented need. The written narrative and photographs were utilized to supplement the benefit cost ratio and engineering analysis and better position the City to secure project funding.

Local Roadway Safety Plan

Mark Thomas is preparing the Local Roadway Safety Plan (LRSP) for the City of Laguna Niguel. The LSRP evaluates crash history trends affecting all transportation modes and identifies trends in crash types and locations. Based on the crash analysis and input from key stakeholders, the Mark Thomas team is developing a list of infrastructure and non-infrastructure recommendations to reduce the likelihood of crashes upon implementation. Partnerships with law enforcement, school, and public health, and public safety officials are yielding letters of support for continued involvement and participation in the City efforts. The stakeholder group has provided input at four meetings and letters of support to include in the final LRSP are being collected with City Council adoption planned in January 2022.



Gateway Infrastructure Action Plan

Mark Thomas prepared the Gateway Infrastructure Action Plan for the City of Laguna Niguel. The Action Plan comprehensively reviews planning and environmental documents to inventory infrastructure improvements, identifies schedule requirements, prioritizes improvements, and recommends funding strategies for future implementation. The Action Plan focuses upon improvements within the area identified in the Laguna Niguel Gateway Specific Plan and guides city funding efforts to address the remaining actions.

AGENCY
City of Laguna Niguel

PERIOD OF PERFORMANCE
2020 - Ongoing

STAFF ASSIGNED
Paul Martin (Project Manager), Jae Riddle (Planner)

AGENCY CONTACT
Kathy Nguyen
City of Laguna Niguel
(949) 362-4341
kanguyen@cityoflagunaniguel.org

PROJECT ELEMENTS
- Grant application and support services
- LRSP
- Infrastructure planning

FIRESTONE BOULEVARD WIDENING, NORWALK

Mark Thomas is preparing the PA&ED and the final design for the Firestone Boulevard Widening Project. Firestone Boulevard serves as an important truck route between I-5 and I-605, connecting multiple communities. The roadway also crosses over the Union Pacific Railroad (UPRR) tracks. Within the project limits, the corridor had, and still holds, a significant amount of businesses that drive the City's economy and revenue generation. The corridor carries significant traffic volumes between 35,000 and 40,000 vehicles a day, including 15% truck traffic.

The City's widening of Firestone Boulevard will provide for a six-lane divided arterial, construct multimodal improvements for bicycles and pedestrians while maintaining existing on-street parking, and widen the UPRR overhead. The project will also rehabilitate the existing roadway pavement. These improvements will constructed within the City's right of way, avoiding costly right of way acquisitions. The project will also be constructed in phases to minimize impacts to businesses, including luxury auto sales.

The project is funded through Measure R funds and classified as an Early Action Project (EAP). We are currently completing the 30% design and CEQA clearance for the project.

AGENCY
City of Norwalk

PERIOD OF PERFORMANCE
2018 - Ongoing

AGENCY CONTACT
Glen Kau, PE, QSD
City of Norwalk
(562) 929-5727
GKau@norwalkca.gov

STAFF ASSIGNED
Pat Somerville (Project Manager), Xavier Espinosa (Project Engineer)

PROJECT ELEMENTS
- 30% design
- Final design

SUBCONSULTANTS

Kittelson & Associates | Environmental Document

Kittelson & Associates, Inc. (Kittelson) is a transportation planning, engineering, and research firm supporting public agencies and private organizations on a wide range of transportation projects throughout the United States. They offer services in transportation safety analysis, multimodal and complete streets planning, bicycle/pedestrian planning, planning for emerging technologies, transportation demand management, geometric design of roadways and roundabouts, traffic operations analysis, travel demand modeling, transit planning, traffic impact analysis as part of CEQA/NEPA compliance, data collection/analytics, and grant writing support.

- Kittelson has successfully completed over 20 SSARs and LRSPs for local jurisdictions across California.
- Kittelson has been successful in securing HSIP grant funding for local agencies – with over $30 million in HSIP Cycle 9 and Cycle 10.
- Kittelson has a deep understanding of citywide multimodal conditions and trends through their ongoing work with City of Montebello on their General Plan Update, Downtown Specific Plan, and Transportation Impact Study Guidelines Update.

Project Experience

CLIENT
City of Montebello

CLIENT CONTACT
Joseph Palombi, Director of Planning & Community Development, City of Montebello
323-887-1200
jpalombi@cityofmontebello.com

PROJECT DATES
June 2020 – Present (Anticipated Completion November 2022)

KEY PERSONNEL ASSIGNED
Michael Sahimi (Project Manager), Tim Erney (Project Principal)

CITY OF MONTEBELLO GENERAL PLAN UPDATE, EIR, AND VMT IMPLEMENTATION

Kittelson is leading the development of the updated City of Montebello General Plan Mobility Element as part of the overall General Plan update. Key focuses include improving bicycle and pedestrian access and connectivity in the city's downtown area and connecting to future stations along the planned Gold Line light rail extension. Kittelson's tasks include assessing existing multimodal transportation conditions and opportunities for private vehicles, bicyclists, pedestrians, transit users, and other modes, and developing mobility element goals, policies, and implementation actions. As part of this effort, Kittelson is hosting a series of workshops and charettes to inform the public and stakeholders on key transportation issues and solicit feedback on opportunities to improve the multimodal circulation network.

To support the general plan update process, Kittelson will prepare a transportation analysis report that will include both CEQA analysis (based on VMT and other CEQA criteria) and a non-CEQA analysis of intersections and roadway segments in the city.

Simultaneously with this effort, Kittelson is assisting the City with preparing its SB 743-consistent transportation impact study guidelines. The guidelines will include requirements for both CEQA transportation impact analysis and non-CEQA transportation assessments. As part of this effort, Kittelson is reviewing recommendations for the city developed by the San Gabriel Valley Council of Governments (SGVCOG) and provide a final set of recommendations for VMT metrics, significance thresholds, and screening criteria. Kittelson is also developing recommendations for traffic operations and other non-CEQA analysis and will develop the final guidelines.

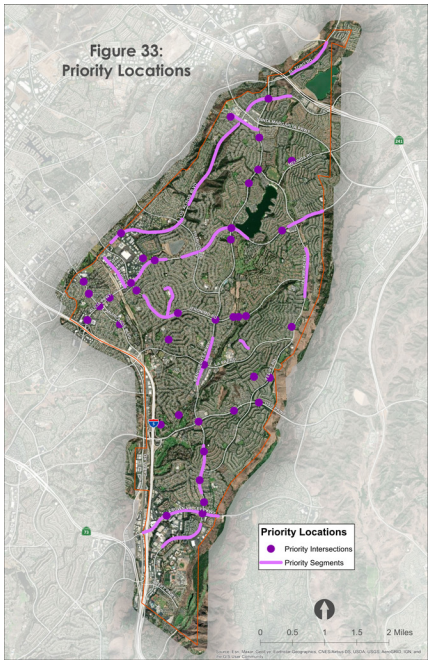
CITY OF MISSION VIEJO SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)/LOCAL ROAD SAFETY PLAN (LRSP)

CLIENT
City of Mission Viejo

CLIENT CONTACT
Philip Nitollama, Traffic Engineer (City of Riverside, formerly with the City of Mission Viejo), 951-568-5021 PNitollama@riversideca.gov

PROJECT DATES
May 2021 – Present (Anticipated Completion December 2021)

KEY PERSONNEL ASSIGNED
Erin Ferguson (Project Manager), Tim Erney (Project Principal), Mychal Loomis (Project Engineer), Michael Sahimi (Key Personnel)



Kittelson is preparing a SSAR/LRSP for the City of Mission Viejo that will assist the City in performing collision analysis, identifying safety issues on the citywide roadway network, and developing a list of systemic countermeasures with the intent to reduce or eliminate traffic collisions. At this time, the SSAR/LRSP is in final draft stages and will be completed by the end of 2021. For this project, Kittelson conducted an assessment of five-year (2016-2020) traffic collision statistics and trends along City facilities, to better understand location types and traffic behaviors which need to be addressed through both engineering and non-engineering measures. In addition, collisions locations and severity were utilized to develop a set of priority intersections and roadway segments based on the number and severity of vehicle, bicycle, and pedestrian collisions during that five-year period. The proposed mitigation measures will be used to prepare applications for Caltrans HSIP funding.

CITY OF SACRAMENTO SYSTEMIC SAFETY ANALYSIS REPORT (SSARP)

CLIENT
City of Sacramento

CLIENT CONTACT
Drew Hart, Transportation Program Analyst 916-808-6725 ahart@cityofsacramento.org

PROJECT DATES
February 2018 – June 2019

KEY PERSONNEL ASSIGNED
Erin Ferguson (Project Manager)

Kittelson analyzed crash data for all roadways in Sacramento and identified strategies and projects to reduce roadway crashes. The Kittelson team analyzed crash, traffic, and roadway characteristic data to screen the roadway network and identify: (1) recurring crash patterns and trends common across the city; (2) high-priority locations for safety improvements; (3) engineering treatments that could be applied across the city to reduce crashes; (4) location-specific roadway improvement projects to reduce crashes; (5) education and enforcement strategies to support enhancing roadway safety; and (6) competitive HSIP grant applications to help secure funding for the highest-priority locations. Kittelson was successful in helping the City win four HSIP Cycle 9 grants totaling $4.7 million. As a follow-on to the SSAR work, Kittelson worked with City staff to develop concept design options to address high-pedestrian-demand crossings of multi-lane roadways near rail crossings.

AVAILABILITY TO PERFORM SERVICES

We understand that the City intends to retain a consultant who will be available and responsive to the City for the duration of the project, prioritizing the project schedule. Mark Thomas is excited about this project and our team looks forward to the opportunity to serve the City with successful project delivery. We will provide you with the following benefits:

Diversity of Resources

Mark Thomas can provide the full range of services required to complete this project, including coordination with Caltrans Office of Local Assistance. Since California's statewide Shelter in Place order began in response to COVID-19, all Mark Thomas staff have been able to seamlessly work from home and continue to serve our clients. This shift from 11 offices and 270 staff did not negatively affect our ability to collaborate on projects and work with our clients, teams and subconsultants. Mark Thomas has remained at the forefront of technology which provides our team with the unique ability to work effectively in the office or remotely based on today's changing environment.

Mark Thomas has invested heavily in technology and continues to do so today ensuring our staff can work efficiently in any environment, we were early adopters of Microsoft Teams and were able to transition to work from home for all staff over the course of a weekend. Now, more than ever, we understand how to effectively collaborate without being around the same table. We are committed to delivering our projects on time and within budget through these challenging times and the "new normal".

Availability and Dedication

We have the robust capabilities to handle multiple concurrent assignments, projects. By submitting this statement of qualifications, we commit to providing an experienced and available team whose time will be dedicated to serving the City. We have evaluated the workloads of staff presented herein and they are available to perform their designated roles.

We have 28 engineers in our Irvine office and an additional 19 engineers in our nearby Inland Empire and Lakewood offices. We can also draw from a pool of more than 270 staff companywide who are available to serve as supplemental resources to successfully complete multiple tasks.

Responsiveness

Mark Thomas' key to ensuring client satisfaction is understanding our clients' goals and responding promptly to their requests. In most cases, we can respond to requests for service within the day. Depending upon the urgency or the size of the request, Mark Thomas will work with the City to meet timelines or challenges the City faces. Your project will be managed by our dedicated, hands-on project manager, Paul Martin, PE, TE, LCI with supplemental staff accessible companywide.

We understand that response time is key for the City - at Mark Thomas we are here and ready to serve. Our project managers and staff return phone calls and emails promptly. Project assignments for the City are prioritized and diligently completed to provide the City rapid delivery, efficient design costs, and reliable service.

SCOPE OF WORK

Following a City-issued Notice-to-Proceed (NTP), Mark Thomas will prepare the SSAR/LRSP utilizing the following outline of tasks.

Task 1. Project Advancement and Stakeholder Participation

1.1. Project Management

The Mark Thomas Project Manager (PM), Paul Martin, will communicate directly with the City PM and manage the internal project team for project delivery. Project management will include the delivery of monthly progress reports and invoices for use by the City for grant funding reimbursement.

The project schedule included in this proposal will be updated showing milestones by task and planned stakeholder working group dates. The schedule will be reviewed regularly to ensure deliverables are on schedule for completion. We propose a project duration of four (4) months between January 2022 and the end of April 2022.

1.2. Project Manager Meetings

Throughout the project duration, we will host monthly (or twice-monthly) PM status meetings via a Mark Thomas provided videoconference link. The videoconference is recommended to allow for a screen share opportunity where meeting notes are recorded in real-time to the document discussion and establish clear action items. The frequency of status meetings is intended to maintain a conversational approach to delivering the project and is required to quickly secure guidance and direction on project elements in order to deliver the SSAR/LSRP on an accelerated schedule. The meetings will be concise and organized and will be led by the Mark Thomas Project Manager.

The first PM status meeting will function as the project kickoff meeting, and we will discuss the project background, goals, schedule, involved agencies, and key stakeholders for future involvement. The kickoff meeting provides an opportunity to hear the City project vision, goals, objectives, potential challenges, and key deadlines. We will identify key project outcomes to ensure that expectations and deliverables are well defined for project success. The Mark Thomas Team will listen to the discussion to determine how best to serve City.

Our approach to project manager status meetings ensures regular and consistent communication on upcoming schedule items, identifying potential risks and challenges to success. This strategy will ensure the project is on track to satisfy applicable agency and grant funding requirements. Participation in the monthly PM status meetings is anticipated to include the City designated PM and the Mark Thomas PM. Additional team members will be invited to the status meetings as needed to review the status of deliverables and solicit City direction.

1.3. Stakeholder Working Group Meetings

The preparation of an LRSP requires the creation of a stakeholder working group (SWG) with representation from a broad range of stakeholders focused on public safety. Multi-disciplinary involvement ensures a dynamic set of solutions for delivery within the community addressing infrastructure and non-infrastructure needs (enforcement, education, emergency response, and emerging technologies). The selection of project stakeholders varies for each

community but should provide coverage for the SHSP five safety focus areas:

» *Engineering*: Apply effective and/or innovative countermeasures.
» *Enforcement*: Enforce actions that reduce high-risk behaviors.
» *Education*: Educate all road users on safe behaviors.
» *Emergency Response*: Improve emergency response times and actions.
» *Emerging Technologies*: Apply emerging technologies to the roadway, vehicle, and user.

We have developed a draft list of proposed stakeholder agencies and organizations for an invitation to SWG participation for the development of the SSAR/LRSP project:

» City Departments (Public Works, Community Services, Emergency Management)
» Montebello Fire Department
» Montebello Police Department
» Los Angeles County Metropolitan Transportation Authority (Metro)
» Montebello Unified School District (MUSD)
» Local Contract Ambulance Organization (LifeLine, Care, etc.)
» Montebello Chamber of Commerce
» County of Los Angeles Public Health
» Adjacent Jurisdictions
» California Highway Patrol
» Caltrans
» Additional local advocacy groups and business organizations (as applicable).

We will work with City staff to refine the list of potential SWG participants and send invitations for attendance at the meetings. Ultimately, we aim to establish ownership by participating stakeholders for their commitment to be champions of the LRSP and safety within the community.

A key facet to the success and longevity of the LRSP is creating and hosting SWG meetings (during the project and annually thereafter) to facilitate input and guide project outcomes. During the creation of the LRSP, the SWG will be tasked with the following involvement:

» Identify emphasis areas and establish goals, objectives, and strategies.
» Review crash data and potential non-infrastructure solutions
» Prioritize recommendations for implementation.
» Provide written support for the SSAR/LRSP and commit to future participation (as needed).

We propose to host up to three (3) meetings of the SWG to advance the development of the LRSP. Our team has led similar SWG meetings for the preparation of LRSPs and has developed a concise program of topics to engage the multi-disciplinary stakeholders and secure letters of support demonstrating a commitment to the project.

TASK 1 DELIVERABLES

- ✓ Project team management, schedule, monthly invoices, and progress reports.
- ✓ Monthly PM meeting agenda and notes.
- ✓ Organize and facilitate Stakeholder Working Group meetings (assume 3 meetings)

Task 2. Existing Conditions Review

2.1. Background Documents Review

The purpose of the existing conditions review is to establish an understanding of relevant City documents regarding transportation safety, compile a robust roadway network database, and perform crash data analysis that will inform the core content of the SSAR/LRSP. We will summarize relevant safety-related plans, policies, and programs for the City and prepare a memorandum with a summary of the review and their relationship to the SSAR/LRSP and past or future traffic safety decisions for the City. Documents to review include:

» Capital Improvement Program

» General Plan
» Engineering Design Standards
» Zoning Code
» California Strategic Highway Safety Plan (SHSP)
» Caltrans Local Roadway Safety Manual (LRSM)

Comments from the City review of the existing documents memorandum will be incorporated into the draft and final SSAR/LRSP.

2.2. Crash Data Collection

We will obtain the five most recent years of crash data from the California Statewide Integrated Traffic Records System (SWITRS) database. This will be compared against fatal and injury crash data from the UC Berkeley Transportation Injury Mapping System (TIMS) involving vehicles, bicycles, and pedestrians, as well as any available supplementary data from the City of Montebello and its crash reporting partners. These combined sources will be reviewed to create as complete as possible crash database for use in the analysis, supplementing the SWITRS database and removing double count crash events between sources. A consolidated, uniform set of reported crashes will be mapped in a GIS-based platform.

2.3. Crash Data Analysis

We will develop descriptive statistics of crash severities, types, and primary contributing factors using cross tabulations, graphs, and summary charts. The illustrative results will include key findings related to factors such as personal attributes/human factors (e.g., driver impairment, behavior), vehicular and equipment factors (e.g., braking, occupant restraints), and roadway and environmental factors (e.g., speed limits, roadway geometric design). The analysis will include roadways and intersections within the City of Montebello. Results will indicate the degree to which the dominant crash characteristics overlap with the state's SHSP challenge or focus areas and provide a clear picture of the City's overarching safety performance.

Using the existing GIS database and base map that Kittelson established from work on the City's General Plan Update and Downtown Specific Plan and a GIS-based software tool Kittelson has developed through similar systemic safety projects, the team will map the reported crashes and their associated attributes (e.g., severity, primary contributing factors) on the City's public streets. Based on the spatial network analysis, we will develop crash severity scores for intersections and roadways using the Equivalent Property Damage Only (EPDO) approach, which assigns a weight based on crash severity and its equivalent property-damage-only crash cost. This approach highlights locations with both frequent and fatal/severe crashes, aligns with the methodology for HSIP grant applications, and can be repeated in future years when new data becomes available for evaluation. A resulting list of priority locations will be prepared based on EPDO crash severity score results.

Kittelson will prepare a memorandum of analysis findings, which will include a list of high-crash locations, identified risk factors, and common contributing factors for the crashes. City staff will have the opportunity to review the memorandum and a comment response matrix will be provided to document how comments will be incorporated into the SSAR/LRSP.

2.4. Field Conditions Review

To inform the later preparation of 30% concept plans and estimates, our engineering team will conduct field conditions review at the up to five (5) high injury network (HIN) locations identified during the crash data analysis. The HIN locations may be study intersections or study corridors and will be determined based on review and discussion with City staff.

Our field review will evaluate existing study roadway/intersection characteristics to focus upon relevant engineering conditions such as the following:

» Roadway classification per the City General Plan
» Observed travelers at study location (goods movement, passenger vehicles, transit, bicyclists, pedestrians, etc.)

» Current pavement surface condition
» Layout of roadway travel lanes, median, shoulder, driveways, and intersection control
» Traffic volume (utilizing available data)
» Interface conditions of vehicular traffic and pedestrians
» Traffic signal phasing and operations
» Presence of horizontal and vertical curves, other potential obstructions and constraints
» Potential sight distance constraints.

Our team will evaluate the study locations utilizing design standards as identified through discussions with City staff. Potentially applicable design standards may include the California Manual on Uniform Traffic Control Devices (CA-MUTCD), Caltrans Highway Design Manual (HDM), Caltrans Standard Plans, and other applicable standards.

TASK 2 DELIVERABLES

- ✓ Background documents review (technical memorandum)
- ✓ Crash data mapping and analysis (technical memorandum)
- ✓ Field review notes and photographs (5 study locations)

Task 3. Safety Analysis and Countermeasures

3.1. Crash Trends Identification

We understand that fatal and severe crash locations can seem to occur at random locations but believe that fatal and severe crash types have some degree of predictability based on documented crash history. Utilizing descriptive statistics of crash severities, types, and primary contributing factors from Task 2.3, we will identify Focus Crash Types and Risk Factors on the roadway network. Focus Crash Types represent the greatest number of severe crashes across the roadway system and provide the greatest potential to reduce fatalities and severe injuries. Risk Factors are a representation of risk in terms of the observed characteristics associated with the locations where the targeted crash types occurred.

3.2. Systemic Need Identification

A systemic safety improvement is one that is widely implemented based on high-risk roadway features that are correlated with crash types, rather than crash frequency. Complementary to a site-specific approach, the systemic approach proactively identifies treatments for deployment at locations with the greatest potential for safety improvement. We will develop a technical review of the following challenge areas:

» Intersections, roadway departure, and roadway access
» Speeding and aggressive driving behaviors
» Crashes affecting bicyclists and pedestrians

Our team is experts at planning, design, and implementation of improvements focused on bicycle and pedestrian safety. Our Project Manager served as the Active Transportation Coordinator at OCTA and served the county with best practices recommendations and support.

3.3. Countermeasures Identification

We will assemble a comprehensive list of infrastructure-based countermeasures for evaluation and screening. Countermeasures will be screened according to effectiveness, implementation feasibility, maintenance cost, and consistency with agency policies, practices, and experiences. The process will result in a list of most likely countermeasures that can address the crash history and trends within the City of Montebello.

Non-infrastructure solutions include efforts to address behaviors that lead to crashes such as speeding, lack of yielding, violating traffic controls, and contra-flow bicycling. Non-infrastructure solutions will be reviewed with the SWG and may include recommendations related to targeted enforcement activities (new or continuation), education, and community outreach. While most local agencies do not have the resources to create a new safety campaign, existing and past safety education campaigns

led by LA Metro, LACDPH, or SCAG can be leveraged for use in the community. The SCAG "Go Human" campaign has been focused on increased safety for people walking and biking and can be leveraged throughout the City in collaboration with SCAG funding in collaboration with the OTS.

Leveraging opportunities to engage safe travel behavior for new drivers (youth) and older populations can be recommended to the City. Free educational programs are led by the American Association of Retired Persons (AARP) and the American Automobile Association (AAA). Educational opportunities exist for promoting safe behaviors through presentations to local schools through City-established contacts with faculty or MUSD. The state Office of Traffic Safety has funded presentations led by local police and the distribution of safety equipment in schools to engage with students on campus during or after school hours.

3.4. Countermeasures Refinement

We will review the most relevant countermeasures with City staff to identify locally desired measures for use to address challenge areas, geographic crash trends, and systemic crash types. Based on City feedback, we will finalize the recommendations for countermeasure implementation and develop criteria for prioritization of the recommended solutions.

TASK 3 DELIVERABLES

- ✓ Focus Crash Types and Risk Factors (technical memorandum)
- ✓ Challenge Areas Review (technical memorandum)
- ✓ Recommended Infrastructure and Non-Infrastructure Countermeasures (technical memorandum)

Task 4. Develop Priority Safety Projects

4.1. Benefit Cost Analysis

The Prioritized Recommendations will be analyzed to identify a set of three (3) Priority Safety Projects through a Benefit Cost Analysis. The analysis may consider additional criteria such as other planned projects at the study location, right-of-way needs and acquisition, operational efficiency, environmental impacts and mitigation, economic impacts, social equity, project readiness, and stakeholder input. Our team will work with City staff to refine the set of criteria that can be included in the prioritization analysis. We will quantify the monetary benefits associated with the resulting Priority Safety Projects to seek effective use of capital funds.

4.2. Implementation Actions

Based on the benefit cost analysis and criteria refinement, we will summarize the identification of project recommendations. The following items will be detailed for each project recommendation:

- » Project Location & Limits
- » Type of safety countermeasures
- » Benefit/Cost Ratio
- » Applicable selection criteria
- » Prioritization ranking

We will provide a well-defined set of Implementation Actions covering project submission to the HSIP and necessary programming steps upon approval. Implementation Actions may provide guidance such as timelines for submitting a request for authorization, and processing and implementation in accordance with federal-aid procedures. The deliverable will include a table and summary of Priority Safety Project costs, schedule, estimated total project costs, cost by phase of the project (Preliminary Engineering, Right of Way, or Construction), cost by year, and expected funding sources. Additionally, we'll consider where engineering solutions can be bundled with City Capital Improvement Program (CIP) projects and maintenance projects.

4.3. Countermeasure Graphic Presentation

We will prepare graphics and maps as applicable showing the recommended countermeasure

implementation. The graphics and/or maps will illustrate the study location and illustrate the engineering solutions for a broad audience and anticipated for use during grant pursuits or local funding needs. Where applicable, we can layer in analytic details such as crash history and traffic volume data. The graphics will be designed for readability by a general audience to support Montebello's dissemination of project information to stakeholders and the public. Countermeasure graphics will be provided in digital format.

TASK 4 DELIVERABLES

- ✓ Benefit Cost Analysis (technical memorandum)
- ✓ Implementation Actions (technical memorandum)
- ✓ Countermeasure graphics (Assume three (3) locations)

Task 5. Draft Summary Report

5.1. Draft Report

We will prepare a Draft Report that addresses both the SSAR requirements and the LRSP requirements. The Draft Report will include a summary of input received during the SWG meetings, outline the process for crash analysis, countermeasure review, development of project recommendations, and prioritization.

The Draft Report will provide key information for the three (3) high priority projects including the following elements:

- » Project location map and other maps illustrating recommendations
- » Proposed countermeasures
- » Crash data and collision diagrams
- » Listing of project benefits
- » Benefit/cost ratio calculations
- » Project narrative that justifies the need and priority
- » Preliminary engineering design (approximately 30% design plans per the following task) and engineer's cost estimate

The Draft Report will include the next steps and recommendations following the project such as securing funding for implementation and annual meetings of the SWG for HSIP eligibility. The Draft Report will be provided to City staff for review and comment.

TASK 5 DELIVERABLES

- ✓ Draft SSAR/LRSP Report

Task 6. Preliminary Engineering Design

6.1. 30-Percent Design Plans

The engineering design plans and supporting report will provide information for the City to apply for future HSIP grant funding (or other similar funding programs). We will prepare the 30% concept plans and estimates for the three (3) high priority projects with plan sheets in AutoCAD at 1"=40' scale. The 30% concept plans will be prepared based on City-identified design standards. Commercially available aerial imagery will be used as the background for the development of the plans. The plans will identify the following elements on each plan:

- » Street improvements such as curb & gutter and sidewalk modifications
- » Traffic striping
- » Traffic signal modifications
- » Right-of-way requirements, as necessary

6.2. 30-Percent Estimate of Probable Construction Cost

Based on the 30% plans developed, quantities will be generated, and unit pricing applied to prepare the 30% estimate. Unit costs will be determined through reviewing similar recent project bid summaries, collaboration with the City, the most current Caltrans Contract cost data, the California Highway Construction Cost Index information, and the Caltrans ESC site. The cost estimates will include preliminary cost estimates of major construction related items including traffic engineering modifications, drainage, and landscaping modifications, and roadway design elements. It is assumed that

some line items, such as drainage, will be percentage based as no drainage design is to be performed with the 35% plans.

TASK 6 DELIVERABLES

- ✓ 30% concept plans and cost estimates (3 high priority project locations)

Task 7. Final Summary Report

7.1. Final Report

Based on City provided comments, we will revise the Draft SSAR/LRSP and provide a Final Report for adoption by the City Council. As required by the SSARP funding, the Final Report will include the Professional Engineer's Act language and signature by the City Engineer and signed and stamped by the consultant licensed civil engineer. The statements for inclusion will read as follows:

- » By signing and stamping this Systemic Safety Analysis Report, the engineer is attesting to this report's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made.
- » Section 148 of Title 23, United State Code [23 U.S.C. §148(h) (4) REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION – Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.

Our team will prepare a concise summary of the project efforts and recommendations for the Consultant presentation at the City Council. Our team is well-practiced at presenting to City Councils and understands the benefit of brevity and clarity.

TASK 7 DELIVERABLES

- ✓ Final SSAR/LRSP Report (signed and stamped)
- ✓ Presentation at City Council (assume 1 meeting)

Task 8. Grant Application Support

8.1. Develop HSIP Grant Applications

The consultant team will prepare HSIP grant application materials for the upcoming HSIP Cycle 11 funding opportunity. This includes assistance with developing project descriptions, vicinity/location maps, a collision list and diagram for proposed locations, and the project schematic layouts and cost estimates completed in Task 6. We will prepare draft materials and based on the available time for contract term limits, we will revise the application based on one set of consolidated City comments. The locations, proposed project details, and implementation strategy will be incorporated into the SSAR/LRSP.

TASK 8 DELIVERABLES

- ✓ HSIP Grant Application Materials (assume 2 applications)

PROJECT SCHEDULE

CITY OF MONTEBELLO SSAR/LRSP																	
PROJECT SCHEDULE																	
		JANUARY				FEBRUARY				MARCH					APRIL			
TASK	DESCRIPTION	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 1	Wk 2	Wk 3	Wk 4
1	**PROJECT ADVANCEMENT AND STAKEHOLDER PARTICPIATION**																	
1.1	Project Management																	
1.2	Project Manager Meetings																	
1.3	Stakeholder Working Group Meetings					1				2				3				
2	**EXISTING CONDITIONS REVIEW**																	
2.1	Background Documents Review																	
2.2	Crash Data Collection																	
2.3	Crash Data Analysis																	
2.4	Field Conditions Review																	
3	**SAFETY ANALYSIS AND COUNTERMEASURES**																	
3.1	Crash Trends Identification																	
3.2	Systemic Need Identification																	
3.3	Countermeasures Identification																	
3.4	Countermeasures Refinement																	
4	**DEVELOP PRIORITY SAFETY PROJECTS**																	
4.1	Benefit Cost Analysis																	
4.2	Implementation Actions																	
4.3	Countermeasure Graphic Presentation																	
5	**DRAFT SUMMARY REPORT**																	
5.1	Draft Report																	
6	**PRELIMINARY ENIGNEERING DESIGN**																	
6.1	30-Percent Design Plans																	
6.2	30-Percent Estimate of Probable Construction Cost																	
7	**FINAL SUMMARY REPORT**																	
7.1	Final Report																	
8	**GRANT APPLICATION SUPPORT**																	
8.1	Develop HSIP Grant Applications																	

COST AND FEES

Per RFP request, we have submitted a separate submittal containing a Not-to-Exceed fee.

STATEMENTS

VALID PERIOD

This proposal shall remain valid for a period of no less than 120 calendar days from date of submittal.

RFP, TERMS AND CONDITIONS

Mark Thomas has examined and is familiar with the RFP, its terms and conditions, and accepts and will comply with the requirements, terms and conditions as outlined.

EXCEPTIONS TO THE STANDARD CONTRACT AGREEMENT

Based upon our review of *Attachment C City Standard/Sample Professional Services Agreement*, we would like the City to consider the following modifications if Mark Thomas is selected to perform work under this contract. Additions are included in *red, italic text* and deletions are shown in ~~strikethrough~~.

- Change "Contractor" to "Consultant" throughout agreement.
- Section 13 – Indemnification
  - The CONTRACTOR agrees to, ~~and shall defend,~~ indemnify, *but not defend,* protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, *and* 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, *and* 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, *but only to the extent actually caused by* ~~arising out of~~ the CONTRACTOR'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. *Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.*

» Section 17 – Dispute Resolution; Governing Law
  – Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. ~~If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.~~ The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

» Section 18 – Attorney's Fees and Costs
  – Strike complete section from agreement.

APPENDIX A: ATTACHMENTS

Resumes and Forms

MARK THOMAS

PAUL MARTIN, PE, TE, LCI

PROJECT MANAGER

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C65868, CA TR2315, LCI 4936

Paul has more than 21 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. Paul's expertise includes transportation planning, active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator, Paul secured over $6 million in ten distinct grants to address infrastructure and non-infrastructure needs. While working at OCTA, Paul was recognized by the Association of Pedestrian and Bicycle Professionals as Public Sector Employee of the Year Award in 2019.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM, ORANGE COUNTY

Secured a Caltrans Systemic Safety Analysis Report Program Grant and managed the evaluation of bicycle and pedestrian collision history for all cities and the unincorporated communities within Orange County. The analysis identified trends in crashes by roadway and intersection types and informed the development of a list of potential engineering solutions by facility. A comprehensive countermeasure toolbox was developed documenting crash reduction factors and eligibility for funding through Federal and State safety programs.

LOCAL ROADWAY SAFETY PLAN, LAGUNA NIGUEL

Project manager for the LRSP for the City of Laguna Niguel. The LSRP evaluates crash history trends affecting all transportation modes and identifies trends in crash types and locations. Based on the crash analysis and input from key stakeholders, a list of infrastructure and non-infrastructure recommendations was developed to reduce the likelihood of crashes upon implementation. Partnerships with law enforcement, school, and public health, and public safety officials are yielding letters of support for continued involvement and participation in the City efforts. The stakeholder group has provided input at four meetings and letters of support to include in the final LRSP are being collected with City Council adoption planned in January 2022.

LOCAL ROADWAY SAFETY PLAN, KINGS COUNTY

Project manager responsible for preparing the LRSP for the County of Kings. The report will identify intersections and segments throughout the unincorporated areas of the County that meet HSIP funding guidelines or thresholds, and recommend projects to solve the identified safety issues. These projects and the information gathered will then be used to prepare and submit applications to Caltrans to receive HSIP funding.

LOCAL ROADWAY SAFETY PLAN, MCFARLAND

Project manager responsible for preparing a LRSP for the City of McFarland. The report will document crash history, identify countermeasures, form a stakeholder working group, develop non-infrastructure recommendations, and prioritize solutions. The recommendations will then be used to prepare and submit HSIP applications.

DARIN JOHNSON, PE
PRINCIPAL IN CHARGE

EDUCATION
MBA in Management, Georgia State University, 1989
BS in Civil Engineering, North Dakota State University, 1983

REGISTRATION
CA C46405

Darin Johnson has more than 34 years of experience in civil engineering and structural design of public works projects. He has been responsible for the preparation of plans, specifications and estimates for freeway improvement, interchange, arterial roadway, and local agency roadway improvement projects. Darin also has extensive knowledge of the Caltrans project delivery process and design standards. Darin brings extensive municipal, transportation, and project management experience.

REPRESENTATIVE PROJECTS

HSIP GRANT WRITING SERVICES, LAGUNA NIGUEL
Principal in charge responsible for overseeing the development of the analysis, graphics, and persuasive argument for submittal of the Highway Safety Improvement (HSIP) Cycle 10 grant application for the City of Laguna Niguel. The proposed project required extensive review of historical crash data to complete the HSIP-required, safety related traffic signal warrant. The proposed project will signalize two closely spaced offset intersections to address identified transportation needs. With the traffic signal and City-funded striping changes, the improved condition will better serve through traffic, local access, school related traffic, and people walking and biking in the area.

LRSP, LAGUNA NIGUEL
Principal in charge for preparing the LRSP for the City of Laguna Niguel. The LSRP evaluates crash history trends affecting all transportation modes and identifies trends in crash types and locations. Based on the crash analysis and input from key stakeholders, a list of infrastructure and non-infrastructure recommendations was developed to reduce the likelihood of crashes upon implementation. Partnerships with law enforcement, school, and public health, and public safety officials is yielding letters of support for continued involvement and participation in the City efforts.

MCKINLEY STREET GRADE SEPARATION PROJECT MANAGEMENT SERVICES, CORONA
Project manager responsible for providing comprehensive project management services for the McKinley Street Grade Separation Project in the City of Corona. Services include overseeing the progress of the project; coordinating between various agencies, utility companies and other key stakeholders; pursuing and securing additional funding sources; and identifying grant opportunities and preparing grant applications. We are also coordinating with the City and design consultant to complete right of way certification and utilities relocation.

GRANT WRITING SUPPORT SERVICES, BREA
Principal in charge for preparation of multiple grant applications for the City of Brea. Applications submitted in 2020 and 2021 have addressed transportation needs, hazard mitigation, and parks projects. Applications were submitted on behalf of the City to the State ATP, OCTA Comprehensive Transportation Funding Program (CTFP), Rivers and Mountains Conservancy, and California OES.

ED NORIEGA, PE

QUALITY ASSURANCE/QUALITY CONTROL

EDUCATION
BS in Civil Engineering, University of Toledo, Ohio, 1994

REGISTRATION
CA C61555

Ed has more than 24 years of experience in municipal and transportation engineering. Ed manages the design effort from our Fresno office. He has served as a project manager and project engineer on many projects including bridges, local roadway and streetscape improvements, highway interchanges and railroad grade separations. Ed has experience in all aspects of safety project planning and development including preparing LRSPs, SSARs, HSIP applications, and final design documents.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT AND LOCAL ROADWAY SAFETY PLAN, KERN COUNTY

Project manager responsible for preparing an SSAR for Kern County. The report will identify intersections and segments throughout the unincorporated areas of the County that meet HSIP funding guidelines or thresholds, and recommend projects to solve the identified safety issues. These projects and the information gathered will then be used to prepare and submit applications to Caltrans to receive HSIP funding.

SYSTEMIC SAFETY ANALYSIS REPORT, KINGS COUNTY

Project manager responsible for preparing an SSAR for the County of Kings. The report will identify intersections and segments throughout the unincorporated areas of the County that meet HSIP funding guidelines or thresholds, and recommend projects to solve the identified safety issues. These projects and the information gathered will then be used to prepare and submit applications to Caltrans to receive HSIP funding.

SYSTEMATIC SAFETY ANALYSIS REPORT, MCFARLAND

Project manager responsible for preparing an SSAR for the City of McFarland. The report identified intersections and segments throughout the City that meet HSIP funding guidelines or thresholds, and recommended projects to solve the identified issue. These projects and the information gathered were then used to prepare and submit applications to Caltrans to receive HSIP funding. In addition, the data generated assisted the City to secure ATP funds for qualifying projects.

SYSTEMIC SAFETY ANALYSIS REPORT, MADERA COUNTY

Project manager responsible for preparing an SSAR for Madera County. The report will identify intersections and segments throughout the unincorporated areas of the County that meet HSIP funding guidelines or thresholds, and recommend projects to solve the identified safety issues. These projects and the information gathered will then be used to prepare and submit applications to Caltrans to receive HSIP funding.

SYSTEMIC SAFETY ANALYSIS REPORT, REEDLEY

Project manager responsible for preparing an SSAR for the City of Reedley. The report identifies intersections and segments throughout the City that meet HSIP funding guidelines or thresholds, and recommend projects to solve the identified issue. These projects and the information gathered are used to prepare and submit applications to Caltrans to receive HSIP funding.

PAT SOMERVILLE, PE
CIVIL LEAD

EDUCATION
BS in Civil Engineering, California State University, Long Beach, 1993

REGISTRATION
CA C56141

Pat brings more than 35 years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects. He brings proven consensus building skills. He actively engages third parties, including regulatory agencies, utility companies, Class I and commuter rail and CPUC, coordinating early and often through the project life cycle. These relationships and this approach will lead to project approvals and on-time project delivery. His career also includes 12 years working in the public sector, which provides him with a detailed understanding of governmental and agency processes, project finance and needs analysis, as well as the technical and contractual requirements for the design and construction of civil projects.

REPRESENTATIVE PROJECTS

FIRESTONE BOULEVARD WIDENING, NORWALK
Project engineer for this roadway improvement project that will widen Firestone Boulevard to six lanes from Hoxie Avenue to Imperial Highway to accommodate the existing and projected traffic volumes. Phase 1 consists of two lanes in each direction with 10-foot sidewalks, on-street parking, and a variable width median within a right-of-way of 110 feet. This phase will be widened to six lanes as well as maintain on-street parking, sidewalks, and adding bicycle facilities.

COMPLETE STREETS PROGRAM, LOS ANGELES
Project manager for the design of the first six street corridors in this program, totaling 22 miles. This inaugural $84M program implemented LADOT Vision Zero elements. Pat participated in weekly and bi-weekly meetings with representatives from multiple City of Los Angeles departments including, LABOE, LADOT, StreetsLA, Bureau of Street Lighting (BSL), Urban Forestry Division (UFD), LASAN, and Bureau of Contract Administration (BCA). The marquee project is Avalon Blvd., which will enhance mobility for all modes of travel with protected bike lanes, bus boarding islands, and accessibility and sidewalk improvements.

SAVI RANCH LONG TERM MOBILITY STUDY, YORBA LINDA
Project manager for evaluating short, mid, and long-term mobility solutions in and around Savi Ranch to support the Savi Ranch Vision Plan for the growth of the center. Alternatives included new roadway connections, a bridge crossing of the Santa Ana River, operational improvements to the existing point of access, and overall improvements to active transportation network with connections to regional trails. Pat also assisted the City in successfully obtaining grant funding application through OCTA for the PA&ED phase of the project.

CAPITAL IMPROVEMENT PROGRAM, TUSTIN
Project manager to oversee and facilitate the capital improvement program projects, including the annual major maintenance project, the Irvine Boulevard rehabilitation, the Prospect Avenue reconstruction, the Red Hill Avenue rehabilitation, and the Walnut Avenue rehabilitation. Coordinated issues in all phases of the project, including environmental concerns, right of way issues, design, and construction. Responsible for approval of consultant invoices and change orders, as well as preparation of city council agenda items. Prepared documents for the E-76 funding packages to submit to Caltrans to receive authorizations to construct.

JAE RIDDLE
PLANNING SUPPORT

EDUCATION
BS in Urban and Regional Planning, California Polytechnic University, Pomona, 2018

Jae has more than seven years of experience in transportation planning. She prioritizes roadway safety, protection of the environment, and creating vibrant communities. She is skilled at conceptualizing community-based approaches to implement policies and building partnerships to accomplish goals. She uses her background in transportation and design to coordinate solutions that reflect client values and improve mobility. Jae has worked in the public sector at a regional transportation planning agency and large jurisdiction and has private sector experience.

REPRESENTATIVE PROJECTS

LADOT SAFE ROUTES TO SCHOOL PLANS TOP 50, LOS ANGELES
Jae provided technical and hands-on support to develop infrastructure improvement plans for high-priority school neighborhoods. Jae worked with a team representing Bureau of Engineering, DOT, LAUSD, and key stakeholders to develop neighborhood safety plans geared toward creating safe walking and bicycling routes to and from school. She developed recommendations to modify the roadway, finding opportunities to align with City planning initiatives and goals. Jae planned and facilitated temporary pop-up demonstrations of infrastructure treatments, and evaluated the performance of temporary treatments through quantitative data analysis and qualitative community feedback. Jae helped secure $66 million in infrastructure grant applications from California's Active Transportation Program, Cycles 4 and 5.

LADOT MAR VISTA GREAT STREETS PROJECT, LOS ANGELES
Jae performed quantitative and qualitative analysis on traffic data, collision history and public perceptions of Venice Boulevard, before and after the Mar Vista road reconfiguration project. Jae sourced and analyzed collision data from the California Statewide Integrated Traffic Records System, vehicle count data, and CAD design files from LADOT. Using the NACTO Bikeway Design Guide as a primary resource, Jae wrote a 100-page report on the results of NACTO recommended treatments when built within the context of automobile-oriented Los Angeles. She worked with public outreach, collaborating with private and public agencies to provide data-driven findings to the public.

LOCAL ROADWAY SAFETY PLAN, LAGUNA NIGUEL
Deputy project manager for the Laguna Niguel LRSP. The LSRP evaluates crash history trends affecting all transportation modes and identifies trends in crash types and locations. Based on the crash analysis and input from key stakeholders, a list of infrastructure and non-infrastructure recommendations was developed to reduce the likelihood of crashes upon implementation. Partnerships with law enforcement, school, and public health, and public safety officials are yielding letters of support for continued involvement and participation in the City efforts. The stakeholder group has provided input at four meetings and letters of support to include in the final LRSP are being collected with City Council adoption planned in January 2022.

SAM SHARVINI
PLANNING SUPPORT

EDUCATION
Bachelor of Arts in Urban Studies University of California, Irvine, 2016

Sam Sharvini has more than five years of experience as a transportation planner. Sam has a strong planning background with a passion for growing multimodal transportation choices by identifying access and mobility solutions to serve all individuals. His expertise includes active transportation, transportation demand management, multimodal corridor studies, data collection and analysis, and stakeholder engagement. Sam also served as administrator of the Orange County Transportation Authority's (OCTA's) Equity Task Force, and led the development of the agency's first inventory and framework of Diversity, Equity, and Inclusion efforts.

REPRESENTATIVE PROJECTS

BEACH BOULEVARD CORRIDOR STUDY, ORANGE COUNTY
Served as project manager for the multimodal corridor study spanning over 20 miles, involving 11 jurisdictions, and a robust 18-month public engagement process. The study analyzed a variety of data sets, as well as crash types, locations, and rates, to develop a toolbox of recommended improvements that could enhance safety, mobility, and livability along the corridor.

ACTIVE TRANSPORTATION COUNTS PROGRAM MANAGER, ORANGE COUNTY
Served as program manager for OCTA's bicycle and pedestrian data collection program. Led a multijurisdictional team in the development of a regional framework that considered geographic, socioeconomic, and technological variables. Managed the phased implementation of the count program framework, including resource allocation, program priorities, stakeholder coordination, contract management, and secured an increase in program funding year over year. Oversaw the development of annual data reports that analyzed short- and long-term temporal, geospatial, and demographic trends in Orange County, including the impacts of the COVID-19 pandemic on travel patterns and bicycle ridership. Collaborated with GIS staff to develop Orange County's first regional bicycle flow map. Coordinated with big data service providers to improve the reach and accuracy of traditional count collection efforts, while developing an understanding of possible correlation factors.

CONGESTION MANAGEMENT PROGRAM MANAGER, ORANGE COUNTY
Served as program manager for Orange County's Congestion Management Program (CMP). Oversaw the biannual data collection of active transportation and vehicular modes along the County's CMP highway system. Led the development of biannual CMP reports with overviews of short- and long-term mobility trends in Orange County, including the impacts of the COVID-19 pandemic on travel patterns and transit ridership. Coordinated with various stakeholders in the development of CMP reports, prepared staff reports, organized public hearings, and presented to the Board of Directors.

XAVIER ESPINOSA, PE
CIVIL SUPPORT

EDUCATION
BS in Civil Engineering, California State University, Los Angeles, 2013

REGISTRATION
CA C88927

Xavier brings more than eight years of experience in small and large transportation projects in Southern California. He has experience in the geometric design of local and arterial facilities, highways, at-grade rail crossings, grade separations and roadway improvements. He has supported the design of other disciplines such as rail, utilities, and storm drain design. His project experience includes roadway realignments, highway widening, grade separations, street rehabilitation, parkway improvements, and at-grade rail crossings.

REPRESENTATIVE PROJECTS

COMPLETE STREETS PROGRAM, LOS ANGELES
Project Engineer for identification of noncompliant curb ramps, damaged sidewalk, curb and gutter that need to be reconstructed. The first six street corridors in this program, totaling 22 miles and upgraded over 700 curb ramps, curb extensions, bus boarding islands and pavement rehabilitation.

FIRESTONE BOULEVARD WIDENING, NORWALK
Project engineer for this roadway improvement project that will widen Firestone Boulevard to six lanes from Hoxie Avenue to Imperial Highway to accommodate the existing and projected traffic volumes. Phase 1 consists of two lanes in each direction with 10-foot sidewalks, on-street parking, and a variable width median within a right-of-way of 110 feet. This phase will be widened to six lanes as well as maintain on-street parking, sidewalks, and adding bicycle facilities.

METRO, DORAN STREET INTERIM IMPROVEMENTS, LOS ANGELES AND GLENDALE
Roadway Engineer for the Interim Improvements at the Doran Street at-grade crossing with the Metrolink tracks. Improvements include the widening of the crossing, implementation of pedestrian safety features, and improved signage and traffic signals. The proposed improvements will enable a Quiet Zone in the area.

6TH STREET VIADUCT REPLACEMENT, LOS ANGELES
Roadway Engineer for the design for approximately two miles of intersections, and roadway rehabilitation around the proposed Sixth Street bridge. Design and preparation of roadway, striping, and drainage plans.

RCTD JURUPA ROAD GRADE SEPARATION, JURUPA VALLEY
Roadway engineer for the grade separation Jurupa Road from the UPRR tracks and Van Buren Blvd. The project will include a multi-use trail for pedestrians, bicyclists, and equestrians.

METRO ROSECRANS/MARQUARDT GRADE SEPARATION, SANTA FE SPRINGS AND LA MIRADA
Roadway Engineer for the alternatives analysis, environmental clearance and PS&E for a grade separation at the BNSF tracks.

KIMBERLY BARLING, PE
CIVIL SUPPORT

EDUCATION
BS in Civil Engineering, University of California, Irvine, 2015

REGISTRATION
CA C92279

Kimberly has more than six years of experience as a transportation engineer and has worked on roadway and traffic engineering projects. She has experience in roadway widening and grade separation projects. Kimberly has prepared signing and striping plans, stage construction plans, and storm drain and utility plans. Her project experience includes traffic analysis, traffic signal design, and local roadway improvements. She is skilled in preparing plans and cost estimates according to agency standards.

REPRESENTATIVE PROJECTS

LONG BEACH BOULEVARD GREEN STREET IMPROVEMENT, SOUTH GATE
Project engineer for urban design services for the Long Beach Boulevard project. The project consists of a five-lane, 70-foot wide heavily traveled auto-oriented primary arterial traversing north-south through the City. This crucial corridor currently lacks bicycle facilities and many of the intersections lack modern crosswalks and ADA-compliant curb ramps. Improvements will include ADA-compliant curb ramps, Class III bicycle facilities, enhanced crosswalks, shade trees, plantings in the medians and sidewalks, and vegetated biofiltration areas for aesthetics and drainage.

COMPLETE STREETS PROGRAM, LOS ANGELES
Roadway Engineer for sidewalk, curb and gutter, and ramp locations along the corridor that need to be reconstructed and repaired and design of curb ramps to meet required City and ADA standards. The Completes Streets Program incorporates pavement resurfacing, sidewalk repairs, concrete bus pads, street trees, Vision Zero and Green Street Infrastructures into a combined project to extend the service life and more importantly, enhance pedestrian and traffic safety. This task order is the first of the program, consisting of six street corridors totaling 22 miles. The project scope includes more than 600 curb ramps to be replaced and damaged sidewalks to be repaired.

SAVI RANCH PARKWAY IMPROVEMENTS FEASIBILITY STUDY, YORBA LINDA
Transportation Engineer for preparation of roadway designs and pavement delineation. for a mobility feasibility study. The feasibility study considered short, mid, and long-term improvements to optimize access to and from Savi Ranch.

UNIVERSITY DRIVE PROJECT, IRVINE
Roadway Engineer responsible for assisting in plan preparation, creation of figures for project report and review of potential project impacts (landscaping and utilities). The project will improve the level of service through this corridor while providing congestion relief for residents, commuters, and students in the City of Irvine. Prepared the infrastructure plans for the University Drive Widening from Ridgeline Drive to the I-405 on-ramp and include the final design, utility coordination, and permitting to provide a third through lane in the eastbound direction.

ERIN M. FERGUSON, PE, RSP | PRINCIPAL ENGINEER

EDUCATION

- MS, Civil Engineering, University of Texas, Austin
- BS, Civil Engineering, University of Portland

YEARS OF EXPERIENCE

16

CERTIFICATIONS

- Professional Engineer (Civil): CA #82220
- Road Safety Professional (RSP), Transportation Professional Certification Board

AFFILIATIONS

- Transportation Research Board (TRB), Committee on Safety Performance and Analysis, Member
- Women in Transportation Seminar, Member

Erin Ferguson enjoys working with communities to plan for and implement projects that build toward community vision. As an avid runner and cyclist, she understands the need for adequate sidewalks, multi-use paths, and bicycle lanes that better facilitate travel by foot and bicycle. As a transportation engineer, she understands the challenges of safely serving multiple modes, often with limited resources. Erin blends national research experience—as a co-author of the first edition of the Highway Safety Manual (HSM) and as a member of the Transportation Research Board Committee on Safety Performance and Analysis—with practical planning and project applications to help communities develop balanced, sustainable, and implementable solutions.

PROJECT EXPERIENCE

Overview of Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRPS) Experience; Statewide, CA. Erin has served as project manager for nearly 20 systemic safety analysis report projects and/or local road safety plans funded by Caltrans. She and her team bring a wealth of experience and understanding of how to tailor safety analysis to best fit the needs and opportunities of a community while also meeting the requirements of the Caltrans grant. Her experience includes working at many different scales and with a variety of stakeholders at city, county, and regional agencies, including the City of Pasadena, City of Long Beach, City of Hermosa Beach, City of Placentia, City of Menifee, City of Hemet, City of Fresno, the City of Sacramento, Stanislaus County, the City of Fremont, the City of San Pablo, the Town of Colma, Alameda County, the Tahoe Regional Planning Agency, Tehama County, and the Town of Paradise.

City of Mission Viejo Systemic Safety Analysis Report (SSAR)/Local Road Safety Plan (LRSP); Mission Viejo, CA. Kittelson is preparing a SSAR/LRSP for the City of Mission Viejo that will assist the City in performing collision analysis, identifying safety issues on the citywide roadway network, and developing a list of systemic countermeasures with the intent to reduce or eliminate traffic collisions. The proposed mitigation measures will be used to prepare applications for Highway Safety Improvement Program (HSIP) funding. Erin is project manager for this project.

City of Sacramento Systemic Safety Analysis Report; Sacramento, CA. Erin was project manager for an analysis of high-crash locations throughout Sacramento to inform the development of implementable countermeasures through a systemic approach consistent with Sacramento's Vision Zero Action Plan. The study identified locations with the highest benefit-cost ratio eligible to receive Highway Safety Improvement Program (HSIP) grant funding. Kittelson helped to prepare eight HSIP Cycle 9 grants, four of which were successful. Kittelson subsequently conducted add-on work to the contract to evaluate six unique high-activity pedestrian crossings near light-rail stations to help address safety and mobility concerns at the crossing.

City of Pasadena Engineering for Safer Streets; Pasadena, CA. Erin was project manager for the development of a tool and process for the City of Pasadena to use to identify locations on the street network to benefit from safety improvements. Erin's team: 1) evaluated the range of potential Highway Safety Manual (HSM) network screening performance measures that the city could use, based on available data sets; 2) collected additional data to support the near-term preferred network screening performance measures; 3) worked with Crossroad Software vendor programmers to program the preferred HSM network screening performance measures; 4) applied the HSM network screening performance measures to the city's street network; 5) conducted field reviews and identified potential improvements for five locations (intersections, segments and corridors); and 6) documented the overall project activities and findings in a report and presentation to the city's transportation commission.

MYCHAL LOOMIS, PE, TE, PTOE, RSP | ASSOCIATE ENGINEER

EDUCATION

- BS, Civil Engineering, Oregon State University

YEARS OF EXPERIENCE

15

LICENSES/CERTIFICATIONS

- Professional Engineer (Civil): CA #76101
- Professional Engineer (Traffic): CA #2918
- Professional Traffic Operations Engineer #4347
- Certified Road Safety Professional (RSP), Transportation Professional Certification Board #286

Mychal Loomis is an associate engineer with 15 years of traffic engineering experience working on a diverse range of local, regional, and statewide planning, design, and traffic safety projects. Mychal's experience includes a mix of traffic engineering and planning projects such as traffic and circulation analyses for private development and master plans, traffic engineering design plan preparation, development of local and statewide traffic safety plans, active transportation network evaluations and concept designs, and community-wide mobility studies. He has a proven track record of successful project delivery.

PROJECT EXPERIENCE

City of Mission Viejo Systemic Safety Analysis Report/Local Road Safety Plan (LRSP); Mission Viejo, CA. Kittelson is preparing a SSAR for the City of Mission Viejo that will assist the City in performing collision analysis, identifying safety issues on the citywide roadway network, and developing a list of systemic countermeasures with the intent to reduce or eliminate traffic collisions. The proposed mitigation measures will be used to prepare applications for Highway Safety Improvement Program (HSIP) funding. Mychal is leading the development of countermeasures and preparation of the LRSP.

Fresno COG Multi-Jurisdictional Local Roadway Safety Plan (LRSP); Fresno County, CA. Kittelson is working with the Fresno Council of Governments to create a multi-jurisdictional local roadway safety plan (MLRSP) for Fresno County, Coalinga, Clovis, Huron, Firebaugh, San Joaquin, Orange Cove, Kerman, Mendota, and Selma. The MLRSP allows each agency to develop its own safety goals, policies, and project priorities while aligning efforts across jurisdictions. Kittelson is analyzing crash patterns, emphasis areas for improving safety, high-priority locations for improvements, engineering treatments, education and enforcement strategies to encourage safer road user behavior, and location-specific safety improvement projects with concept designs and cost estimates. Kittelson will also prepare two HSIP applications for each of the 10 local jurisdictions. Mychal is project engineer for this project, leading the development of countermeasures and preparation of the 10 LRSPs.

City of Imperial Beach Local Roadway Safety Plan (LRSP); Imperial Beach, CA. With a previous firm, Mychal served as project manager for the Imperial Beach LRSP, leading the development of focus areas and countermeasures, facilitating stakeholder working group meetings, and overseeing all aspects of the LRSP. The firm's role was to conduct a citywide traffic collisions analysis that provides the City of Imperial Beach with a detailed understanding of high-risk locations for collisions and identifies countermeasures that will inform safety improvements to the road network. The City was selected for a grant based on outcomes of this LRSP.

San Joaquin County Systemic Safety Analysis Report Program (SSARP); San Joaquin County, CA. With a previous firm, Mychal served as project manager for the San Joaquin County SSARP. His role involved facilitating stakeholder working group meetings and coordinating inter-agency communication on safety improvements, as well as identifying focus areas and countermeasures while overseeing the general SSARP development. The resulting SSARP included a citywide traffic collision analysis and identification of roadway safety issues.

California SHSP Implementation Plan; Statewide, CA. With a previous firm, Mychal served as deputy project manager and challenge area liaison for California's 2020 to 2024 SHSP Implementation Plan, a multi-agency collaborative effort to outline a safe and sustainable transportation system for motorized and nonmotorized users on public roads in the state. His roles involved steering committee and executive leadership meetings and facilitating four challenge area teams. In addition, he has organized several regional outreach events across the state and is responsible for responding to stakeholder inquiries and developing website and communication materials. For example, Mychal was heavily involved in development content for the 2020-2024 SHSP Report.

Olympic Parkway Roadway Safety Assessment (RSA); Chula Vista, CA. With a previous firm, Mychal served as project manager for this RSA in Chula Vista. He performed an in-field roadway safety assessment, developed and prioritized countermeasures, and documented the finding and recommendations.

TIM ERNEY, AICP, PTP, CTP | SENIOR PRINCIPAL

EDUCATION

- MS/MCP Transportation Engineering & Planning, University of California, Berkeley
- BS Mechanical Engineering, Boston University

YEARS OF EXPERIENCE

25

LICENSES/CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners (AICP) #15998
- Certified Transportation Planner
- Professional Transportation Planner

Tim Erney is a certified transportation planner with extensive experience on planning and engineering projects in California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, he has performed detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies in Southern California and has been leading the firm's efforts on the evaluation of emerging technologies, alternative evaluation metrics, and the impacts of new mobility services on land use and circulation networks. Tim's project experience include travel demand management, environmental impact reports, active transportation planning, alternative performance metrics, and corridor studies.

PROJECT EXPERIENCE

City of Montebello General Plan Update, EIR, and VMT Implementation; Montebello, CA. Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Tim is serving as project principal, leading development of the general plan update.

City of Baldwin Park Downtown TOD Specific Plan; Baldwin Park, CA. Kittelson is preparing the transportation portions of the Specific Plan, which will include the adoption of TOD, FLM, and principles. Kittelson is also conducting a parking study for the downtown area, preparing a transportation and circulation assessment and providing the relevant transportation impact analysis to support the EIR. Tim is leading the transportation and parking analyses serving as principal in charge for the project.

City of Glendale Land Use and Circulation Element Update/Transportation Impact Fee/SB 743; Glendale, CA. Kittelson is currently developing an updated circulation element for the City of Glendale and updating its citywide travel demand model. As part of this effort, Kittelson is preparing a VMT estimating tool for the City and developing its updated SB 743-compliant transportation impact study guidelines. Tim is leading coordination efforts with the City as its future land use plan, future circulation plan, SB 743 guidelines, travel demand model, and VMT estimating tools are being developed to ensure consistency between these multiple overlapping efforts.

Orange County Transportation Authority (OCTA) Beach Boulevard Corridor Study; Orange County, CA. In 2020, Kittelson completed a 21-mile long corridor study along Beach Boulevard throughout Orange County on behalf of the OCTA and Caltrans. The project included four main phases: a multimodal transportation corridor review of existing conditions, the development of conceptual alternatives to address deficiencies on a mode-by-mode basis, the evaluation of alternatives, and the determination of a preferred alternative and implementation plan. As project manager, Tim oversaw all aspects of the project, including coordination with stakeholders along the corridor, and the preparation of materials for presentations to OCTA committees and city councils.

City of Anaheim On-Call Transportation Engineering/Planning Service; Anaheim, CA. Tim is the project manager for an on-call transportation planning and traffic engineering services contract with the City of Anaheim Public Works Department. He has managed the preparation of an update to the Circulation Element and Transportation Impact Fee structure, provided planning support to the Mayor's Transit Option Task Force, and led an intersection control evaluation for the Broadway and Anaheim Boulevard intersection.

MICHAEL SAHIMI, AICP | SENIOR PLANNER

EDUCATION

- MURP, Transportation Policy and Planning, University of California, Los Angeles
- BA, Urban Studies, University of California, Irvine
- BA, Criminology, Law, and Society, University of California, Irvine

YEARS OF EXPERIENCE

7

CERTIFICATION

- Certified Planner, American Institute of Certified Planners (AICP) #32066

AFFILIATION

- American Planning Association (APA), Member

Michael Sahimi is a senior transportation planner with experience in active transportation and safety analysis. Michael's active transportation work has included developing citywide active transportation plans, preparing conceptual bicycle and pedestrian improvement designs, and conducting bicycle and pedestrian safety analyses. His safety work has included conducting both citywide as well as site-specific multimodal safety analyses and developing recommended improvements to reduce conflicts between bicyclists, pedestrians, and motor vehicles. He also has experience in traffic operations, environmental analysis, circulation studies, and parking studies.

PROJECT EXPERIENCE

City of Montebello General Plan Update, EIR, and VMT Implementation; Montebello, CA. Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Michael lead the analysis and development of recommendations for the active transportation network.

City of Mission Viejo Systemic Safety Analysis Report/Local Road Safety Plan (LRSP), Mission Viejo, CA. Kittelson is preparing a SSAR/LRSP for the City of Mission Viejo that will assist the City in performing collision analysis, identifying safety issues on the citywide roadway network, and developing a list of systemic countermeasures with the intent to reduce or eliminate traffic collisions. Michael led the analysis and documentation of 2016-2020 crash statistics and is currently assisting in preparing bicycle and pedestrian countermeasures for priority locations.

City of Hermosa Beach Local Road Safety Plan (LRSP); Hermosa Beach, CA. Kittelson assisted the City of Hermosa Beach with a local road safety study to identify crash trends and crash risk factors associated with increased crash frequency and severity. Michael led the analysis of motor vehicle crash trends and risk factors and developed a set of countermeasures to address crash risk factors and improve safety at key locations throughout the city. He also compiled cost estimates and incorporated this information into the final report.

Brea Creek Trail Gap Closure Feasibility Study; Buena Park, CA. Kittelson assisted the City of Buena Park with conducting a Caltrans grant-funded study to address a critical missing link in the local and regional active transportation network in the northern portion of the city. Michael served as the deputy project manager, leading the technical assessment of existing conditions, opportunities, and constraints, and working with the City to develop evaluation criteria. He also facilitated coordination between the City and other project team members and stakeholders. Based on the analysis findings and public outreach, Michael worked with Kittelson designers and the City to develop the bicycle/pedestrian improvement design concepts.

Santa Ana Citywide Active Transportation Plan; Santa Ana, CA. Kittelson assisted in the update to the SCAG grant-funded Active Transportation Plan for the City of Santa Ana. The vision of the project was to develop a prioritized list of bikeway network and pedestrian focus areas, analyze costs and alternatives for priority projects, and provide designs that would make it easier to walk and ride a bicycle in the city. Michael led the conceptual design process for four of the ATP's priority projects. Michael worked with Kittelson designers to incorporate both bicycle and pedestrian improvements along roadway segments as well as intersections and interchanges along the corridors, to assist the City in future grant applications. Michael also led the development of cost estimates for the City's priority projects.

Move Forward

MARK THOMAS

LAKEWOOD

4010 Watson Plaza Drive, Suite 240
Lakewood, CA 90712
(562) 213-0865

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EXHIBIT B

SCHEDULE OF COMPENSATION

EXHIBIT B

COST AND FEES

SSARPL-5247(027) - RFP 21-19

MARK THOMAS

CITY OF MONTEBELLO
Systemic Safety Analysis Report

COST PROPOSAL FOR PROJECT SCOPE: City of Montbello - SSAR - Project #SSARPL-5247(027); RFP No. 21-19

													SUBS	
MARK THOMAS		Practice Area Leader $287	Sr. Project Manager $239	Project Manager $195	Project Engineer $147	Design Engineer II $128	Planner II $106	Intern $60	Sr. Project Accountant $165	Sr. Project Coordinator $130	Sr. Graphic Designer $134	Total Hours	Total MT Cost	KAI DBE	TOTAL COST
1.0	**PROJECT ADVANCEMENT AND STAKEHOLDER PARTICPATION**														
1.1	Project Management	2	12				4					18	$3,866	2,797	$6,663
1.2	Project Manager Meetings		12				12					24	$4,140	1,815	$5,955
1.3	Stakeholder Working Group Meetings	2	12				24	6	4	4		52	$7,526	900	$8,426
	Subtotal Phase 1	**4**	**36**	**0**	**0**	**0**	**40**	**6**	**4**	**4**	**0**	**94**	**$15,532**	**$5,512**	**$21,044**
2.0	**EXISTING CONDITIONS REVIEW**														
2.1	Background Documents Review		2				4					6	$902	3,550	$4,452
2.2	Crash Data Collection		2				4					6	$902	3,575	$4,477
2.3	Crash Data Analysis		6				12	6				24	$3,066	17,900	$20,966
2.4	Field Conditions Review		6		6	50	8	10				80	$10,164	-	$10,164
	Subtotal Phase 2	**0**	**16**	**0**	**6**	**50**	**28**	**16**	**0**	**0**	**0**	**116**	**$15,034**	**$25,025**	**$40,059**
3.0	**SAFETY ANALYSIS AND COUNTERMEASURES**														
3.1	Crash Trends Identification		6		4	10	16					36	$4,998	2,975	$7,973
3.2	Systemic Need Identification		6		4	10	16					36	$4,998	2,975	$7,973
3.3	Countermeasures Identification	2	12	4	10	16	20					64	$9,860	-	$9,860
3.4	Countermeasures Refinement		8		2	12	12					34	$5,014	3,980	$8,994
	Subtotal Phase 3	**2**	**32**	**4**	**20**	**48**	**64**	**0**	**0**	**0**	**0**	**170**	**$24,870**	**$9,930**	**$34,800**
4.0	**DEVELOP PRIORITY SAFETY PROJECTS**														
4.1	Benefit Cost Analysis	2	12	4	12	24	40					94	$13,298	-	$13,298
4.2	Implementation Actions	2	12	12	12	24	40		2	2		106	$15,448	2,570	$18,018
4.3	Countermeasure Graphic Presentation		4			6	16				20	46	$6,100	12,530	$18,630
	Subtotal Phase 4	**4**	**28**	**16**	**24**	**54**	**96**	**0**	**2**	**2**	**20**	**246**	**$34,846**	**$15,100**	**$49,946**
5.0	**DRAFT SUMMARY REPORT**														
5.1	Draft Report	2	16	2	6	24	40		2	2	30	124	$17,592	4,550	$22,142
	Subtotal Phase 5	**2**	**16**	**2**	**6**	**24**	**40**	**0**	**2**	**2**	**30**	**124**	**$17,592**	**$4,550**	**$22,142**
6.0	**PRELIMINARY ENIGNEERING DESIGN**														
6.1	30-Percent Design Plans	4	28	20	48	120	16	24				260	$37,292	3,200	$40,492
6.2	30-Percent Estimate of Probable Construction Cost	2	10	8	36	40	4	16				116	$16,320	-	$16,320
	Subtotal Phase 6	**6**	**38**	**28**	**84**	**160**	**20**	**40**	**0**	**0**	**0**	**376**	**$53,612**	**$3,200**	**$56,812**
7.0	**FINAL SUMMARY REPORT**														
7.1	Final Report	2	8		4	16	20				12	62	$8,850	2,645	$11,495
	Subtotal Phase 7	**2**	**8**	**0**	**4**	**16**	**20**	**0**	**0**	**0**	**12**	**62**	**$8,850**	**$2,645**	**$11,495**
8.0	**GRANT APPLICATION SUPPORT**														
8.1	Develop HSIP Grant Applications		8									8	$1,912	10,032	$11,944
	Subtotal Phase 8	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**$1,912**	**$10,032**	**$11,944**
TOTAL HOURS		**20**	**182**	**50**	**144**	**352**	**308**	**62**	**8**	**8**	**62**	**1196**			
OTHER DIRECT COSTS													**$1,030**	**$504**	**$1,534**
TOTAL COST		**$5,740**	**$43,498**	**$9,750**	**$21,168**	**$45,056**	**$32,648**	**$3,720**	**$1,320**	**$1,040**	**$8,308**		**$173,278**	**$76,498**	**$249,776**

EXHIBIT 10-H1

Cost Proposal

Note: Mark-ups are Not Allowed

■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Project No. **Montebello - SSAR** Contract No. _____ Date **10/5/2021**

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		$120 - $150		$ 137.53	$ -
Sr. Engineering Manager		$99 - $131		$ 115.60	$ -
Engineering Manager		$89 - $115		$ 99.93	$ -
Practice Area Leader		$89 - $115	20	$ 99.93	$ 1,998.58
Sr. Project Manager		$69 - $99	182	$ 83.22	$ 15,145.31
Sr. Technical Lead		$69 - $99		$ 81.48	$ -
Project Manager		$60 - $81	50	$ 67.90	$ 3,394.80
Technical Lead		$60 - $81		$ 67.90	$ -
Sr. Project Engineer		$51 - $71		$ 58.50	$ -
Sr. Technical Engineer		$51 - $71		$ 58.50	$ -
Project Engineer		$46 - $65	144	$ 51.18	$ 7,369.92
Design Engineer II		$39 - $58	352	$ 44.57	$ 15,688.29
Design Engineer I		$30 - $51		$ 36.56	$ -
Planner II		$30 - $50	308	$ 36.91	$ 11,368.28
Sr. Technician		$36 - $57		$ 45.26	$ -
Technician		$24 - $46		$ 30.64	$ -
Planner I		$22 - $38		$ 29.60	$ -
Intern		$15 - $35	62	$ 20.89	$ 1,295.18
Survey Division Manager		$90 - $115		$ 102.72	$ -
Sr. Survey Manager		$66 - $90		$ 77.65	$ -
Survey Manager		$57 - $78		$ 69.29	$ -
Sr. Project Surveyor		$54 - $73		$ 61.63	$ -
Project Surveyor		$49 - $68		$ 56.41	$ -
Sr. Surveyor		$40 - $62		$ 48.40	$ -
Surveyor		$35 - $53		$ 41.43	$ -
Lead Survey Technician		$46 - $65		$ 51.18	$ -
Sr. Survey Technician		$29 - $57		$ 41.09	$ -
Survey Technician		$25 - $43		$ 31.34	$ -
Survey Intern		$15 - $35		$ 25.77	$ -
Single Chief*		$47 - $66		$ 56.06	$ -
Single Instrumentman*		$43 - $61		$ 51.18	$ -
Single Chainman*		$41 - $60		$ 51.18	$ -
Apprentice*		$20 - $55		$ 33.77	$ -
1 Person Field Crew*		$47 - $66		$ 56.06	$ -
2 Person Field Crew*		$88 - $117		$ 102.72	$ -
3 Person Field Crew*		$108 - $160		$ 137.53	$ -
Sr. LAUD Division Manager		$80 - $100		$ 87.40	$ -
LAUD Division Manager		$72 - $94		$ 80.43	$ -
Sr. LAUD Project Manager		$61 - $84		$ 75.91	$ -
LAUD Project Manager		$57 - $76		$ 65.81	$ -
Landscape Architect		$35 - $67		$ 46.31	$ -

Landscape Designer II		$25 - $55		$ 36.91	$ -
Landscape Designer I		$20 - $40		$ 29.60	$ -
Landscape Intern		$15 - $35		$ 20.54	$ -
Sr. Funding Specialist		$50 - $73		$ 59.19	$ -
Funding Specialist		$40 - $62		$ 48.75	$ -
Sr. Project Accountant		$40 - $69	8	$ 57.45	$ 459.62
Project Accountant		$32 - $52		$ 39.35	$ -
Sr. Project Coordinator		$36 - $58	8	$ 45.26	$ 362.11
Project Coordinator		$28 - $48		$ 35.86	$ -
Sr. Project Assistant		$28 - $48		$ 35.52	$ -
Project Assistant		$20 - $39		$ 26.81	$ -
Sr. Technical Writer		$29 - $52		$ 41.43	$ -
Technical Writer		$20 - $40		$ 27.16	$ -
Sr. Graphic Manager		$47 - $65		$ 53.97	$ -
Sr. Graphic Designer		$36 - $58	62	$ 46.66	$ 2,892.80
Graphic Designer		$31 - $50		$ 39.35	$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	$ 59,974.89	
b) Anticipated Salary Increases (see page 2 for calculation)	$ -	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		$ 59,974.89

INDIRECT COSTS

d) Fringe Benefits (Rate: 93.92%)	e) Total Fringe Benefits [(c) x (d)]	$ 56,328.42	
f) Overhead & G&A (Rate: 58.01%)	g) Overhead [(c) x (f)]	$ 34,791.43	
h) General & Admin (Rate:)	i) Gen & Admin [(c) x (h)]	$ -	
	j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]		$ 91,119.85
FIXED FEE	k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee:	14%	$ 21,153.26

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage - Current IRS Rate	420	Miles	$ 0.56	$ 235.20
Copies	1000	Each	$ 0.05	$ 50.00
Reproductions - Half Size	200	Sheets	$ 0.35	$ 70.00
Reproductions - Full Size	100	Sheets	$ 1.00	$ 100.00
Reproduction Misc Costs	1	LS	$ 500.00	$ 500.00
Overnight Mail/Mail	5	Each	$ 15.00	$ 75.00
			l) TOTAL OTHER DIRECT COSTS	**$ 1,030.20**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Kittelson & Associates, Inc.		$ 76,497.64
	m) TOTAL SUBCONSULTANTS' COSTS	**$ 76,497.64**
	n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	$ 77,527.84
	TOTAL COST [(c) + (j) + (k) + (n)]	**$ 249,775.84**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Mark Thomas & Company**

Project No. **Montebello - SSAR** Contract No. _____ Date **10/5/2021**

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 59,974.89		1196	=	$ 50.15	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$ 50.15	+	5%	=	$ 52.65	Year 2 Avg Hourly Rate
Year 2	$ 52.65	+	5%	=	$ 55.29	Year 3 Avg Hourly Rate
Year 3	$ 55.29	+	5%	=	$ 58.05	Year 4 Avg Hourly Rate
Year 4	$ 58.05	+	5%	=	$ 60.95	Year 5 Avg Hourly Rate
Year 5	$ 60.95	+	5%	=	$ 64.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1196.0	=	1196.0	Estimated Hours Year 1
Year 2	0.00%	*	1196.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1196.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1196.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1196.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1196.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$ 50.15	*	1196	=	$ 59,974.89	Estimated Hours Year 1
Year 2	$ 52.65	*	0	=	$ -	Estimated Hours Year 2
Year 3	$ 55.29	*	0	=	$ -	Estimated Hours Year 3
Year 4	$ 58.05	*	0	=	$ -	Estimated Hours Year 4
Year 5	$ 60.95	*	0	=	$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	$ 59,974.89	
			Direct Labor Subtotal before Escalation	=	$ 59,974.89	
			Estimated total of Direct Labor Salary Increase	=	**$ -**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Himes

Title *: Vice President

Signature:

Date of Certification: 10/5/2021

Email: rhimes@markthomas.com

Phone number: (949) 477-9000

Address: 2121 Altom Parkway, Suite 210, Irvine, CA 92606

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Exhibit 10-H1 Cost Proposal Page 1 of 3

ACTUAL COST PLUS FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Kittelson & Associates, Inc.

Project No. _____ Contract No. _____ Date 9/24/2021

DIRECT LABOR

Classification / Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer/Planner	Erin Ferguson	**25**	$69.19	$1,729.74
Senior Principal Engineer/Planner	Tim Erney	**6**	$91.71	$550.25
Associate Engineer/Planner	Mychal Loomis	**87**	$64.48	$5,609.63
Senior Engineer/Planner	Michael Sahimi	**148**	$46.44	$6,873.10
Senior Principal Engineer/Planner	TBD		$91.71	$0.00
Principal Engineer/Planner	TBD		$73.13	$0.00
Associate Engineer/Planner	TBD		$66.20	$0.00
Senior Engineer/Planner	TBD		$55.00	$0.00
Engineer/Planner	TBD	**168**	$47.19	$7,927.69
Transportation Analyst	TBD		$36.11	$0.00
Technician I	TBD		$30.73	$0.00
Technician II	TBD		$40.39	$0.00
Senior Technician	TBD		$43.96	$0.00
Associate Technician	TBD		$49.19	$0.00
Office Support **	TBD		$26.44	$0.00
Software Technician	TBD		$24.35	$0.00
Data Analyst/Software Developer	TBD		$35.74	$0.00
Data Scientist/Developer	TBD		$46.26	$0.00
Senior Data Scientist/Developer	TBD		$60.10	$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $22,690.42

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **$22,690.42**

INDIRECT COSTS

d) Fringe Benefits Rate **105.89%** e) Total Fringe Benefits [(c) + (d)] **$ 24,026.89**

f) Overhead Rate **97.65%** g) Total Overhead [(c) + (f)] **$ 22,157.19**

h) General & Administrative Rate **0.00%** i) General & Administrative [(c) + (h)] **$ -**

j) **TOTAL INDIRECT COSTS** [(c) + (g) + (i)] **$ 46,184.08**

FIXED FEE k) **TOTAL FIXED PROFIT** [(c) + (j)] x Fixed fee **10%** **$ 6,887.45**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	**900**	**miles**	$ 0.560	$ 504.00
Equipment Rental and Supplies				$ -
Permit Fees				$ -
Plan Sheets				$ -
Tests				$ -

l) **TOTAL OTHER DIRECT COSTS** $ 504.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 504.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 76,265.95**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.

***Kittelson Note:** *Rates shown above are maximum classification rates where there are no specific staff listed. For key personnel, actual wage rates are listed. Actual wage rates will be invoiced not to exceed classification maximums.*

Exhibit 10-H1 Cost Proposal Page 2 of 3

ACTUAL COST PLUS FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$22,690.42		434	=	$52.28	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Average Hourly Rate	Proposed Escalation			
Year 1	$52.28	3%	=	$53.85	Year 2 Avg Hourly Rate
Year 2	$53.85	3%	=	$55.47	Year 3 Avg Hourly Rate
Year 3	$55.47	3%	=	$57.13	Year 4 Avg Hourly Rate
Year 4	$57.13	3%	=	$58.84	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	434	=	434.00	Estimated Hours Year 1
Year 2	0.00%	*	434	=	-	Estimated Hours Year 2
Year 3	0.00%	*	434	=	-	Estimated Hours Year 3
Year 4	0.00%	*	434	=	-	Estimated Hours Year 4
Year 5	0.00%	*	434	=	-	Estimated Hours Year 5
Total	100%				434.00	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Average Hourly Rate (calculated above)		**Estimated hours (calculated above)**		**Cost per Year**	
Year 1	$52.28	*	434	=	$22,690.42	Estimated Hours Year 1
Year 2	$53.85	*	-	=	$0.00	Estimated Hours Year 2
Year 3	$55.47	*	-	=	$0.00	Estimated Hours Year 3
Year 4	$57.13	*	-	=	$0.00	Estimated Hours Year 4
Year 5	$58.84	*	-	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	**$22,690.42**
Direct Labor Subtotal before Escalation	**$22,690.42**
Estimated total of Direct Labor Salary	**$0.00**

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal Page 3 OF 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lawrence Van Dyke

Title *: CFO

Signature: Lawrence A Van Dyke Digitally signed by Lawrence A Van Dyke DN: cn=Lawrence A Van Dyke, o=Kittelson & Associates, Inc., ou=CFO, email=lvandyke@kittelson.com, c=US Date: 2021.10.05 11:47:01 -07'00'

Date of Certification (mm/dd/yyyy): 10/5/2021

Email:lvandyke@kittelson.com

Phone Number: 503-228-5230

Address: 851 SW 6th Avenue, Suite 600 Portalnd, OR 97204

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

- Provide crash data analysis for the City roadway network
- Identify potential improvement projects to address crash history
- Prepare a Local roadway Safety Plan document
- Prepare materials to support HSIP grant applications for five project

ITEM #18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: **Quarterly Treasurer's Report for the Quarter Ending September 30, 2021**

DATE: November 10, 2021

RECOMMENDATION:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2021.

FISCAL IMPACT

Attached is a cash report and portfolio summary as of September 30, 2021 (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 June 30 2020 to 2021 and September 30 to June 30, 2021 ("difference). The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2020	June 30, 2021	Sept. 30, 2021	Difference
General	$ 55,869,587	$ 53,894,820	$ 54,589,647	$ 694,827
Successor Agency	$ 13,442,296	$ 13,524,868	$ 9,069,825	$ (4,455,043)
Housing Successor Agency	$ 1,586,419	$ 455,562	$ 621,444	$ 165,882
Trust & Agency	$ 2,434,455	$ 1,300,657	$ 1,331,749	$ 31,093
401 a(h) Trust Accounts	$ 13,565	$ 13,565	$ 13,564	$ (0)
	$ 73,346,322	**$ 69,189,471**	**$ 65,626,229**	**$ (3,563,242)**

The differences in balances between last fiscal year end and the first quarter (June 30 vs. September 30, 2021) are to be expected, as cash flow varies depending on revenue received and expenses paid out.

The City receives income from the investment of cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments.

The effective rate of return as of September 30 was 1.20%, this compares to 1.10% as of June 30, 2020 and 0.41% as of June 30, 2021. For comparison purposes, it is useful to compare these rates of return to various U.S. Treasuries. Recent data (November 1) have the 10-year yield at 1.56%, the 5-year yield at 1.19%, and the 2-year yield at 0.49%.

The table below shows the last several years of investment income (General Fund), which is a function of both invested balance and rate of return, at discrete points in time:

	FY 18-19 ACTUAL	FY 19-29 ADOPTED	FY 19-20 ACTUAL	FY 20-21 ADOPTED	FY 20-21 ACTUAL	FY 21-22 ADOPTED	FY 21-22 FORECAST
INVESTMENT INCOME	679,437	402,706	367,133	350,000	420,710	575,000	475,000

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

BACKGROUND

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 performances to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of the West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Credit union (i.e., Certificates of Deposit)
- 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, 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 the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a credit union and clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately $3.755 million).

The table below provides a fifteen month overview of the major liquid cash accounts the City possesses: Bank of the West checking and the two separate LAIF accounts. The changing amounts in available cash show the trends of incoming revenue vs. outgoing expenses throughout the year. The average monthly balance for the City's checking account over the past fifteen months is $4.542 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Succesor Agency)
2020	JUNE	$ 5,706,451	$ 39,978,695	$ 9,502,193
2020	JULY	$ 2,043,567	$ 40,098,514	$ 9,536,864
2020	AUGUST	$ 5,106,038	$ 33,523,514	$ 9,536,864
2020	SEPTEMBER	$ 3,632,854	$ 28,523,514	$ 9,536,864
2020	OCTOBER	$ 3,042,517	$ 24,098,975	$ 9,557,116
2020	NOVEMBER	$ 2,764,317	$ 15,498,975	$ 9,557,116
2020	DECEMBER	$ 3,413,754	$ 20,998,975	$ 9,557,116
2021	JANUARY	$ 5,757,699	$ 21,031,241	$ 9,572,227
2021	FEBRUARY	$ 4,460,524	$ 25,031,241	$ 9,572,227
2021	MARCH	$ 5,259,121	$ 23,031,241	$ 9,572,227
2021	APRIL	$ 2,384,873	$ 35,556,500	$ 9,582,684
2021	MAY	$ 4,527,709	$ 37,556,500	$ 9,582,684
2021	JUNE	$ 11,921,868	$ 37,556,500	$ 9,582,684
2021	JULY	$ 4,552,118	$ 55,583,249	$ 9,590,508
2021	AUGUST	$ 5,796,926	$ 53,583,249	$ 9,090,508
2021	SEPTEMBER	$ 2,298,948	$ 47,583,249	$ 9,020,508
	AVERAGE	**$ 4,541,830**	**$ 33,702,133**	**$ 9,496,899**

The City's Investment Policy was last approved by the City Council on June 23 2021. Prior to that, the policy was reviewed, approved and updated on October 28, 2020 (and prior to that, August 19, 2019). Government Code requires an annual review and approval of the investment policy statement – even if no changes are made. The 2019 approval was the first time the City's investment policy was updated since 2011, with a

previous update done in 2007. The investment policy will be presented annually to coincide with budget adoption (June of each year) in order to comply with Government Code and the annual approval requirement.

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 101 year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

SUMMARY

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2021.

ATTACHMENT (S):

A. Attachment A – Cash Report as of September 30, 2021
B. Attachment B – Portfolio Summary as of September 30, 2021

ATTACHMENT A

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF SEPTEMBER 30, 2021

BANK OF THE WEST

	Account Number	Account Name	9/30/21
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$621,443.87
2	XXXX-XX093	Successor Agency of the City of Montebello	$49,316.44
3	XXXX-71041	City of Montebello	$952,790.02
4	XXXX-00184	City of Montebello - FSA	$15,285.35
5	XXXX-XX331	General	$2,298,947.48
6	XXXX-XX287	Trust & Agency	$145,069.37
7	XXXX-XX803	Police Retiree Health Account	$816,917.04
8	XXXX-XX267	Payroll	$0.00
9	XXXX-XX362	Fire Retiree Health Account	$354,477.68
			$5,254,247.25

STATE OF CALIFORNIA

	Account Number	Account Name	9/30/21
1	XX-XX-551	General	$47,583,248.74
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$9,020,508.14
			$56,603,756.88

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	9/30/21
1	XXXX30	Savings Account	$6.38
2	CD	Certificate of Deposit (4/27/20 - 4/26/21)	$281,654.32
			$281,660.70

FIRST MERCANTILE TRUST

Account Number	Account Name	9/30/21
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	9/30/21
CD	Enerbank USA (10/9/19-9/13/23)	$249,000.00
CD	Ally Bank (10/9/19-10/3/22)	$247,000.00
CD	Sallie Mae Bank (10/9/19-9/18/24)	$247,000.00
CD	Capital One Bank USA (10/10/19-9/6/22)	$247,000.00
CD	Medallion Bank (10/10/19-10/12/21)	$249,000.00
CD	Capital One NA (10/10/19-9/6/22)	$247,000.00
CD	Goldman Sachs Bank USA (10/10/19-9/26/22)	$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	Wells Fargo Bank (10/17/19-10/17/22)	$249,000.00
CD	Merrick Bank (10/18/19-10/18/24)	$249,000.00
CD	Encore Bank (10/23/19-4/25/22)	$249,000.00
CD	Morgan Stanley Bank (10/30/19-10/30/24)	$249,000.00
CD	HSBC Bank USA (5/7/20-5/7/25)	$248,000.00
		$3,473,000.00

Total General Cash/Investments	$54,589,646.94
Total SA Cash/Investments	$9,069,824.58
Total HSA Cash/Investments	$621,443.87
Total T&A Cash/Investments	$1,331,749.44
Total Trustee Cash	$13,564.46
Total Cash/Investments	$65,626,229.29

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
September 30, 2021

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - CU	280,566.49	280,566.49	280,566.49	0.55	365	208	1.775	1.800
Local Agency Investment Funds	47,583,248.34	47,583,248.34	47,583,248.34	92.69	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	3,471,000.00	3,471,000.00	3,471,000.00	6.76	1,332	627	1.729	1.753
Investments	**51,334,821.21**	**51,334,821.21**	**51,334,821.21**	**100.00%**	**93**	**44**	**1.324**	**1.343**
Cash, Pending Redemptions and Accrued Interest								
Passbook/Checking (not included in yield calculations)	3,251,737.50	3,251,737.50	3,251,737.50		1	1	0.000	0.000
Accrued Interest at Purchase		2,154.19	2,154.19					
Pending Redemptions	249,000.00	249,000.00	249,000.00					
Subtotal		3,502,891.69	3,502,891.69					
Total Cash, Pending Redemptions and Investments	**54,835,558.71**	**54,837,712.90**	**54,837,712.90**		**93**	**44**	**1.324**	**1.343**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	60,791.30	186,201.52
Average Daily Balance	**61,591,948.69**	**63,084,154.87**
Effective Rate of Return	**1.20%**	**1.17%**

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
September 30, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - CU												
52A	52A	F&A FEDERAL CREDIT UNION		04/27/2021	280,566.49	280,566.49	280,566.49	1.800		1.800	208	04/27/2022
		Subtotal and Average	**280,566.49**		**280,566.49**	**280,566.49**	**280,566.49**			**1.800**	**208**	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	47,583,248.34	47,583,248.34	47,583,248.34	1.310		1.310	1	
		Subtotal and Average	**51,283,248.34**		**47,583,248.34**	**47,583,248.34**	**47,583,248.34**			**1.310**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	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												
02007GMC4.	32	ALLY BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	367	10/03/2022
05580ASV7	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	740	10/11/2023
14042RNV9	37	CAPITAL ONE NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	340	09/06/2022
14042TCM7	35	CAPITAL ONE BANK USA NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	340	09/06/2022
29260MAP0	48	ENCORE BANK		10/23/2019	249,000.00	249,000.00	249,000.00	1.700		1.703	206	04/25/2022
29278TLF5	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	712	09/13/2023
38149MGL1	39	GOLDMAN SACHS BANK USA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950		1.678	360	09/26/2022
44329ME33	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	1,314	05/07/2025
58404DFM8	36	MEDALLION BANK		10/10/2019	249,000.00	249,000.00	249,000.00	1.700		1.705	11	10/12/2021
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	1,113	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	1,070	09/05/2024
749622AP1	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	740	10/11/2023
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	1,083	09/18/2024
949763L46	46	WELLS FARGO BANK		10/17/2019	249,000.00	249,000.00	249,000.00	2.000		2.002	381	10/17/2022
		Subtotal and Average	**3,471,000.00**		**3,471,000.00**	**3,471,000.00**	**3,471,000.00**			**1.753**	**627**	
		Total and Average	**61,591,948.69**		**51,334,821.21**	**51,334,821.21**	**51,334,821.21**			**1.343**	**44**	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
September 30, 2021

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	3,251,737.50	3,251,737.50	3,251,737.50			0.000	1
		Average Balance	**0.00**	Accrued Interest at Purchase		2,154.19	2,154.19				**1**
				Subtotal		3,253,891.69	3,253,891.69				
		Total Cash and Investments	**61,591,948.69**		**54,586,558.71**	**54,588,712.90**	**54,588,712.90**			**1.343**	**44**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2021

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
Certificates of Deposit - CU													
52A	52A	F&A		04/27/2021	280,566.49	280,566.49	280,566.49	1.800	208	1.800	1,112.10	0.00	04/27/2022
	Subtotal and Average		**280,566.49**		**280,566.49**	**280,566.49**	**280,566.49**	1.800	208	1.800	1,112.10	0.00	
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	47,583,248.34	47,583,248.34	47,583,248.34	1.310	1	1.310	-19,493.63	0.00	
	Subtotal and Average		**51,283,248.34**		**47,583,248.34**	**47,583,248.34**	**47,583,248.34**	1.310	1	1.310	-19,493.63	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.07	0.00	
950516181	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	-7,546.73	0.00	
Negotiable CDs													
02007GMC4.	32	ALLY		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	367	1.901	-102.86	0.00	10/03/2022
05580ASV7	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	740	1.851	2,165.82	0.00	10/11/2023
14042RNV9	37	CAPITA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	340	1.544	2,131.64	0.00	09/06/2022
14042TCM7	35	CAPONE		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	340	1.544	2,131.64	0.00	09/06/2022
29260MAP0	48	ENCORE		10/23/2019	249,000.00	249,000.00	249,000.00	1.700	206	1.702	1,519.36	0.00	04/25/2022
29278TLF5	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	712	1.800	1,412.12	0.00	09/13/2023
38149MGL1	39	GOLDMA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950	360	1.678	2,309.28	0.00	09/26/2022
44329ME33	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	1314	1.300	1,289.60	0.00	05/07/2025
58404DFM8	36	MEDA		10/10/2019	249,000.00	249,000.00	249,000.00	1.700	11	1.704	1,670.13	0.00	10/12/2021
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	1113	1.902	1,762.78	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	1070	1.902	2,262.93	0.00	09/05/2024
749622AP1	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	740	1.801	1,375.29	0.00	10/11/2023
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	1083	1.902	2,262.93	0.00	09/18/2024
949763L46	46	WELLS		10/17/2019	249,000.00	249,000.00	249,000.00	2.000	381	2.001	1,869.27	0.00	10/17/2022
	Subtotal and Average		**3,471,000.00**		**3,471,000.00**	**3,471,000.00**	**3,471,000.00**	1.807	627	1.753	24,059.93	0.00	
	Total and Average		**61,591,948.69**		**51,334,821.21**	**51,334,821.21**	**51,334,821.21**	1.346	44	1.343	-1,868.33	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2021

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	3,251,737.50	3,251,737.50	3,251,737.50	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**	Accrued Interest at Purchase		2,154.19	2,154.19					
				Subtotal		3,253,891.69	3,253,891.69					
	Total Cash and Investments		**61,591,948.69**		**54,586,558.71**	**54,588,712.90**	**54,588,712.90**	1.266	42	1.263	-1,868.33	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
September 30, 2021

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
Certificates of Deposit - CU												
52A	52A	F&A	280,566.49	1.800	04/27/2022	04/27/2021	1.775	1.800	04/30 - Monthly		280,566.49	280,566.49
	Certificates of Deposit - CU Totals		**280,566.49**				**1.775**	**1.800**		**0.00**	**280,566.49**	**280,566.49**
Local Agency Investment Funds												
SYS200	200	LAIF	47,583,248.34	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		47,583,248.34	47,583,248.34
	Local Agency Investment Funds Totals		**47,583,248.34**				**1.292**	**1.310**		**0.00**	**47,583,248.34**	**47,583,248.34**
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	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												
02007GMC4.	32	ALLY	247,000.00	1.900	10/03/2022	10/09/2019	1.876	1.902	04/03 - 10/03	77.15	247,000.00	247,000.00
05580ASV7	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
14042RNV9	37	CAPITA	247,000.00	1.800	09/06/2022	10/10/2019	1.523	1.544	03/05 - 09/05	426.33	247,000.00	247,000.00
14042TCM7	35	CAPONE	247,000.00	1.800	09/06/2022	10/10/2019	1.523	1.544	03/05 - 09/05	426.33	247,000.00	247,000.00
29260MAP0	48	ENCORE	249,000.00	1.700	04/25/2022	10/23/2019	1.679	1.703	11/23 - Monthly		249,000.00	249,000.00
29278TLF5	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	319.27	249,000.00	249,000.00
38149MGL1	39	GOLDMA	247,000.00	1.950	09/26/2022	10/10/2019	1.655	1.678	03/25 - 09/25	197.94	247,000.00	247,000.00
44329ME33	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
58404DFM8	36	MEDA	249,000.00	1.700	10/12/2021	10/10/2019	1.681	1.705	11/10 - Monthly		249,000.00	249,000.00
59013KDM5	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
61760AX53	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
749622AP1	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
7954504D4	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
949763L46	46	WELLS	249,000.00	2.000	10/17/2022	10/17/2019	1.975	2.002	11/17 - Monthly		249,000.00	249,000.00
	Negotiable CDs Totals		**3,471,000.00**				**1.729**	**1.753**		**2,154.19**	**3,471,000.00**	**3,471,000.00**
	Investment Totals		**51,334,821.21**				**1.324**	**1.343**		**2,154.19**	**51,334,821.21**	**51,334,821.21**

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
September 30, 2021

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	3,251,737.50			08/31/2019	0.000	0.000	07/31 - Monthly		3,251,737.50	3,251,737.50
		Cash Totals	**3,251,737.50**							**0.00**	**3,251,737.50**	**3,251,737.50**
	Total Cash and Investments		**54,586,558.71**				**1.324**	**1.343**		**2,154.19**	**54,586,558.71**	**54,586,558.71**

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
September 1, 2021 through September 30, 2021

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - CU								
		Subtotal	**280,566.49**					**280,566.49**
Local Agency Investment Funds (Monthly Summary)								
SYS200	200	STATE OF CALIFORNIA		1.310		0.00	6,000,000.00	
		Subtotal	**53,583,248.34**			**0.00**	**6,000,000.00**	**47,583,248.34**
Savings Accounts (Monthly Summary)								
		Subtotal	**6.38**					**6.38**
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	3,419,368.94	
		Subtotal	**6,671,106.44**			**0.00**	**3,419,368.94**	**3,251,737.50**
Negotiable CDs								
		Subtotal	**3,471,000.00**					**3,471,000.00**
		Total	**64,005,927.65**			**0.00**	**9,419,368.94**	**54,586,558.71**

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
June 2021 through September 2021

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
June	**2021**	19	41,308,072.46	1.332	1.351	1.310	0	0	115	63
July	**2021**	19	59,334,821.21	1.320	1.338	1.310	0	0	81	42
August	**2021**	19	57,334,821.21	1.321	1.339	1.310	0	0	83	42
September	**2021**	19	51,334,821.21	1.324	1.343	1.310	0	0	93	44
	Average	**19**	**52,328,134.02**	**1.324%**	**1.343%**	**1.310**	**0**	**0**	**93**	**48**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
June 2021 through September 2021

Security Type	June 2021	July 2021	August 2021	September 2021	Average by Period
Certificates of Deposit - Bank					
Certificates of Deposit - CU	0.7	0.5	0.5	0.6	0.6%
Local Agency Investment Funds	90.9	93.7	93.5	92.7	92.7%
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	8.4	5.9	6.1	6.8	6.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
September 30, 2021

	September 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	208.19	637.96
Plus Accrued Interest at End of Period	25,172.03	25,172.03
Less Accrued Interest at Beginning of Period	(19,806.22)	(8,734.30)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	5,574.00	17,075.69
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	5,574.00	17,075.69
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	26,748.75
Plus Accrued Interest at End of Period	-27,040.36	-27,040.36
Less Accrued Interest at Beginning of Period	(-82,257.66)	(-169,417.44)
Interest Earned during Period	55,217.30	169,125.83
Total Interest Earned during Period	**60,791.30**	**186,201.52**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**60,791.30**	**186,201.52**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
September 30, 2021

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	9,020,507.99	9,020,507.99	9,020,507.99	100.00	1	1	0.334	0.339
Investments	**9,020,507.99**	**9,020,507.99**	**9,020,507.99**	**100.00%**	**1**	**1**	**0.334**	**0.339**
Cash								
Passbook/Checking (not included in yield calculations)	49,316.44	49,316.44	49,316.44		1	1	0.000	0.000
Total Cash and Investments	**9,069,824.43**	**9,069,824.43**	**9,069,824.43**		**1**	**1**	**0.334**	**0.339**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	2,532.24	8,049.13
Average Daily Balance	**9,129,749.01**	**12,062,289.32**
Effective Rate of Return	**0.34%**	**0.26%**

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
September 30, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	9,020,507.99	9,020,507.99	9,020,507.99	0.339		0.339	1	
		Subtotal and Average	**9,088,174.66**		**9,020,507.99**	**9,020,507.99**	**9,020,507.99**			**0.339**	**1**	
		Total and Average	**9,129,749.01**		**9,020,507.99**	**9,020,507.99**	**9,020,507.99**			**0.339**	**1**	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
September 30, 2021

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	49,316.44	49,316.44	49,316.44			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**9,129,749.01**		**9,069,824.43**	**9,069,824.43**	**9,069,824.43**			**0.339**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
September 30, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	9,020,507.99	9,020,507.99	9,020,507.99	0.339	1	0.339	-19,491.04	0.00	
		Subtotal and Average	**9,088,174.66**		**9,020,507.99**	**9,020,507.99**	**9,020,507.99**	0.339	1	0.339	-19,491.04	0.00	
		Total and Average	**9,129,749.01**		**9,020,507.99**	**9,020,507.99**	**9,020,507.99**	0.339	1	0.339	-19,491.04	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
September 30, 2021

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	49,316.44	49,316.44	49,316.44	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**									
	Total Cash and Investments		**9,129,749.01**		**9,069,824.43**	**9,069,824.43**	**9,069,824.43**	0.337	1	0.337	-19,491.04	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
September 30, 2021

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	9,020,507.99	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		9,020,507.99	9,020,507.99
	Local Agency Investment Funds Totals		**9,020,507.99**				**0.334**	**0.339**		**0.00**	**9,020,507.99**	**9,020,507.99**
		Investment Totals	**9,020,507.99**				**0.334**	**0.339**		**0.00**	**9,020,507.99**	**9,020,507.99**

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
September 30, 2021

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	49,316.44			08/31/2019	0.000	0.000	09/30 - Monthly		49,316.44	49,316.44
		Cash Totals	**49,316.44**							**0.00**	**49,316.44**	**49,316.44**
		Total Cash and Investments	**9,069,824.43**				**0.334**	**0.339**		**0.00**	**9,069,824.43**	**9,069,824.43**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
September 1, 2021 through September 30, 2021

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
SYS100	100	STATE OF CALIFORNIA		0.339		0.00	70,000.00	
		Subtotal	**9,090,507.99**			**0.00**	**70,000.00**	**9,020,507.99**
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				8,009.05	0.00	
		Subtotal	**41,307.39**			**8,009.05**	**0.00**	**49,316.44**
		Total	**9,131,815.38**			**8,009.05**	**70,000.00**	**9,069,824.43**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
June 2021 through September 2021

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
June	**2021**	2	9,582,684.00	0.334	0.339	0.339	0	0	1	1
July	**2021**	2	9,590,507.99	0.334	0.339	0.339	0	0	1	1
August	**2021**	2	9,090,507.99	0.334	0.339	0.339	0	0	1	1
September	**2021**	2	9,020,507.99	0.334	0.339	0.339	0	0	1	1
	Average	**2**	**9,321,051.99**	**0.334%**	**0.339%**	**0.339**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
June 2021 through September 2021

Security Type	June 2021	July 2021	August 2021	September 2021	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%
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
September 30, 2021

	September 30Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	7,823.99
Plus Accrued Interest at End of Period	-19,491.04	-19,491.04
Less Accrued Interest at Beginning of Period	(-22,023.28)	(-19,716.18)
Interest Earned during Period	2,532.24	8,049.13
Total Interest Earned during Period	**2,532.24**	**8,049.13**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**2,532.24**	**8,049.13**

ITEM # 19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: **Review and Approve the State Auditor Required Corrective Action Plan, Version 1.0**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Review the attached Corrective Action Plan, Version 1.0, as required to be developed by the State Auditor as the City's response to Report 2021-807; and

2) Approve the Corrective Action Plan, Version 1.0 and direct staff to submit the report to the State Auditor; and

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

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions.

BACKGROUND

The State Auditor issued report 2018-802 in December 2018. State law requires the State Auditor to issue an audit report at least once every three years with recommendations for improvement when a city is designated as high risk.

To that end, the State Auditor contacted the City in April 2021 to initiate the follow up audit as required by Government Code Section 8546.10. Over a period of five months, management and staff worked with the State Auditor to provide documents, data, policies,

procedures and myriad other information requested during the course of completing the follow up audit.

The final audit (Report 2021-807) was issued in October. That report, along with the City's response to initial findings as well as the State's rebuttal to the City, are included as Attachment B. As part of the State Auditor's program, the City is required to provide a corrective action plan by December 13, 2021, responding to all recommendations made in Report 2021-807.

The first version of the corrective action plan (Attachment A) is attached and prepared for review and approval by the City Council. Staff has taken great pains in reviewing the eighteen (18) recommendations included in Report 2021-807 and noting the City's progress in each area.

The corrective action plan (version 1.0) has been laid out for ease of use by staff and residents. Each recommendation is restated, there is a reference page number to where the recommendation can be found in Report 2021-807, proposed actions to cure the recommendation are provided, and a status and notes on the City's progress towards addressing each recommendation are included.

The goal of the corrective action plan is to provide a clear and transparent overview of the City's progress towards satisfying all recommendations made in Report 2021-807. The plan has three distinct status updates for reach recommendation, color coded for ease of reference:

Completed	= Recommendation met and appropriate policies, procedures, documentation, etc. now in place
Ongoing	= Staff working to meet recommendation, see "Status Notes/Explantion" for estimated completed date
Completed / Ongoing	= Certain aspects of recommenation completed, but nature of recommendation is that efforts continue (i.e., training, reports, etc.)

The City has completed 44% (8 of 18) of the recommendations. Two of these recommendations speak to City Council operations, and as such no corrective action is necessary since the City Council has and continues to abide by all State and local laws governing its operations and meetings. The remaining six recommendations speak to creation of policies and other corrective actions governing credit card use, reporting on hotel operations, petty cash handling, etc. Staff will provide evidence of completion to the State Auditors as part of its required corrective action plan reporting (i.e., updated policies, samples of reports, etc).

Five of the recommendations are ongoing. Their status is "ongoing" due to the nature of the actions required to satisfy the recommendations: updating the City's municipal code

or providing training by a third party on legal and ethics issues. Staff is working to complete the actions necessary, but updating the municipal code takes time and coordination between the City Attorney, City Clerk and Finance staff. Staff is confident that these "ongoing" items can be resolved by the end of the current fiscal year, and subsequent reports to the State will include updates – such as the ordinance approving the updated municipal code language.

Finally, the "completed/ongoing" category includes recommendations where continuing action is required to maintain "completion." For example, the report recommends regular purchasing training for staff. While Finance will conduct such training this month, this is not a "one and done" item, and quarterly, ongoing training will occur to ensure all staff involved in purchasing are provided necessary training – hence the "ongoing" nature of this item that can be deemed "completed."

Another example pertains to reporting on the City's two hotels and their operations. The 1st Quarter Budget Report from October 27, 2021 provided an update on both hotel's revenue and expenditures. Going forward, each quarterly update report – as well as the annual budget development – will include an overview of each hotel's operations. Again, Staff consider this recommendation "completed," with the "ongoing" action that of continuing the recommended practice, in this case making regular reports on the financial status of the hotels.

Staff will provide this report along with the corrective action plan to the State Auditor by the December 13 deadline. As progress is made on the recommendations, the corrective action plan will be updated, and provided to the City Council at a regular meeting for its review. The goal is to have all recommendations at the "completed" status by June 30, 2022.

SUMMARY

Staff is requesting review and approval of Version 1.0 of the corrective action plan. Once approved, it will be transmitted to the State Auditor to indicate the City's progress towards addressing all eighteen recommendations in Report 2021-807. Regular updates will be presented to the City Council (and subsequently to the State Auditor) as progress is made on remaining recommendations.

ATTACHMENT (S):

A. Attachment A – State Auditor Report 2021-807 Corrective Action Plan, Version 1.0
B. Attachment B – Report 2021-807, City's Response, State Rebuttal, October 2021

ATTACHMENT A

City of Montebello Corrective Action Plan
In Response to State Auditor Report 2021-807
Approved by the City Council November 10, 2021
Version 1.0

***Status Code:**

Completed	= Recommendation met and appropriate policies, procedures, documentation, etc. now in place
Ongoing	= Staff working to meet recommendation, see "Status Notes/Explantion" for estimated completed date
Completed / Ongoing	#NAME?

Recommendation #	Recommendation From State Audit Report 2021-807	Page # Where Recommendation Found	Proposed Action to Cure the Recommendation	Status*	Status Notes/Explanation
R1	The city council should ensure that it includes on the council meeting agenda all matters of fiscal policy it will consider during a public session, as state law requires, and that it discusses these matters in the public forum.	2	The City Council currently adheres to this recommendation. Management and the City Attorney will remain committed and focused to ensure all matters of import are properly presented on the City Council agenda and that all relevant local and state laws are followed.	Completed	City already adhering to recommendation
R2	The city should revise its municipal code to prohibit the purchases of employee gifts with public funds.	2	Finance Department staff is currently reviewing Chapter 3.20 et al of the municipal code to update as required. Staff will work with the City Attorney's office to proposed updated language where needed/appropriate.	Ongoing	Present updated Municipal Code language (Chapter 3.20 et al) for City Council review/approval by April, 2022
R3	The city should create a policy by January 2022 requiring staff to formally document situations when a valid reason exists for deviating from procurement requirements in its municipal code, when the code allows it to do so.	2	Finance Department staff is currently reviewing Chapter 3.20 et al of the municipal code to update as required. Staff will work with the City Attorney's office to proposed updated language where needed/appropriate. For this particular item, an updated policy would flow from the new municipal code language	Ongoing	Present updated Municipal Code language (Chapter 3.20 et al) for City Council review/approval by April, 2022
R4	The city should update its credit card policy by January 2022 to prohibit splitting payments to avoid the transaction limits and to require city council approval for any transactions above the limits.	2	Credit card policy updated and approved November, 2021. Training will occur on a regular basis as well.	Completed	Updated credit card policy to be distributed to staff
R5	To ensure public transparency and to provide the city council with the information necessary for making decisions regarding Montebello's hotels, city staff should routinely evaluate hotel operations by reviewing the financial information that the city requires the hotel operator to submit. By December 2021 and at least annually thereafter, city staff should report to the city council and the public on the performance of each hotel's operations, as well as the effect of the hotels on city finances.	12	Management and Finance Department staff will present hotel operating information with each quarterly budget report. The 1st Quarter Report for FY 2021-22 presented on October 27, 2021 to the City Council included operating and budget information for both hotels.	Completed / Ongoing	1st Quarter Budget Report for FY 2021-22 included hotel operating information (presented at October 27, 2021 City Council meeting); such information to be presented in future quarterly budget updates

City of Montebello Corrective Action Plan
In Response to State Auditor Report 2021-807
Approved by the City Council November 10, 2021
Version 1.0

***Status Code:**

Completed	= Recommendation met and appropriate policies, procedures, documentation, etc. now in place
Ongoing	= Staff working to meet recommendation, see "Status Notes/Explantion" for estimated completed date
Completed / Ongoing	#NAME?

Recommendation #	Recommendation From State Audit Report 2021-807	Page # Where Recommendation Found	Proposed Action to Cure the Recommendation	Status*	Status Notes/Explanation
R6	To fulfill its responsibility as the custodian of Montebello's limited resources and to provide increased transparency and opportunities for public involvement, the city council should ensure that it includes on the council meeting agenda all matters of fiscal policy it will consider during a public session, as state law requires, and that it discusses these matters in the public forum.	12	The City Council currently adheres to this recommendation. Management and the City Attorney will remain committed and focused to ensure all matters of import are properly presented on the City Council agenda and that all relevant local and state laws are followed.	Completed	City already adhering to recommendation
R7	To avoid accruing interest on hotel management fees, Montebello should immediately develop and adhere to a policy and process that requires it to pay management fees related to its two hotels in a timely manner.	12	Finance staff have created a policy memo for internal guidance of paying hotel management fees.	Completed	Policy memo created and in use
R8	Create a policy by January 2022 requiring staff to document when a valid exception exists to the standard procurement requirements in its municipal code. The policy should require that staff report their rationale for using the exception to the requirements to the city council in a public meeting.	20	Finance Department staff will draft a policy which satisfies this recommendation and will include sample language to use in agenda reports when necessary. A "sole source" policy and form have already been created and deployed for use.	Ongoing	Policy will be completed by January, 2022
R9	Establish a policy by January 2022 that requires contracts to include a maximum value when feasible. The policy should require the city council to review and approve any agreement that binds the city financially and that does not include a maximum value.	20	Finance Department staff is currently reviewing Chapter 3.20 et al of the municipal code to update as required. Staff will work with the City Attorney's office to proposed updated language where needed/appropriate. For this particular item, an updated policy would flow from the new municipal code language	Ongoing	Policy will be completed by January, 2022
R10	To ensure that its staff understand and are aware of city and state law procurement requirements, Montebello should train all staff involved in procurement regarding these requirements by April 2022 and annually thereafter.	20	Regular, quarterly trainings in procurement and general financial policies will be conducted by the Finance Department staff. The first of these quarterly trainings will be conducted in November, 2021	Completed / Ongoing	Quarterly trainings will begin November 2021 and continue each quarter

City of Montebello Corrective Action Plan
In Response to State Auditor Report 2021-807
Approved by the City Council November 10, 2021
Version 1.0

***Status Code:**

Completed	= Recommendation met and appropriate policies, procedures, documentation, etc. now in place
Ongoing	= Staff working to meet recommendation, see "Status Notes/Explantion" for estimated completed date
Completed / Ongoing	#NAME?

Recommendation #	Recommendation From State Audit Report 2021-807	Page # Where Recommendation Found	Proposed Action to Cure the Recommendation	Status*	Status Notes/Explanation
R11	To mitigate the risk of error or fraud, Montebello should provide training at least annually to all staff to reinforce its petty cash policy. To reduce the possibility of abuse of the city's petty cash funds, the city should prohibit petty cash reimbursements that exceed the maximum set in policy.	20	Regular training will occur as needed with relevant staff. Finance Department has already minimized the number of "petty cash drawers" outstanding as of November 2021. Alternate methods for making "small purchases" are being implemented, which will increase the security of funds and minimize the opportunity for fraud or mismanagement.	Completed / Ongoing	Regular training will occur as needed/petty cash drawers have been minimized
R12	Complete efforts to eliminate departmental credit cards and ensure that every credit card in use is issued to an individual.	21	All "department" credit cards have been eliminated as of November, 2021. Any subsequent credit cards issued will be to individual, full-time employees in that person's name.	Completed	"Department" credit cards eliminated
R13	Adopt and adhere to a policy prohibiting splitting payments to avoid the credit card transaction limits and require city council approval for any transactions above the limits.	21	Credit card policy updated and approved November, 2021	Completed	Updated credit card policy to be distributed to staff
R14	Either adjust its credit card limits to align with its municipal code and credit card policy or update the municipal code and policy to meet its current needs.	21	Credit card policy updated and approved November, 2021	Completed	Updated credit card policy to be distributed to staff
R15	Ensure that appropriate controls are in place with the issuing bank to prevent individual transactions and total purchases from exceeding limits established in policy.	21	Credit card policy updated and approved November, 2021	Completed	Updated credit card policy to be distributed to staff

City of Montebello Corrective Action Plan
In Response to State Auditor Report 2021-807
Approved by the City Council November 10, 2021
Version 1.0

***Status Code:**

Completed	= Recommendation met and appropriate policies, procedures, documentation, etc. now in place
Ongoing	= Staff working to meet recommendation, see "Status Notes/Explantion" for estimated completed date
Completed / Ongoing	#NAME?

Recommendation #	Recommendation From State Audit Report 2021-807	Page # Where Recommendation Found	Proposed Action to Cure the Recommendation	Status*	Status Notes/Explanation
R16	Prior to making any expenditure that benefits a city employee, city officer, or private party, the city should critically consider whether such expenditure constitutes a valid public purpose of the city, document the city council's deliberation and determination that the expenditure constitutes a valid public purpose for the city, and decline to authorize any expenditures that do not constitute a valid public purpose of the city.	21	Specific City Council action will be taken to approve those expenditures which might benefit employees constitute a valid public purpose. This procedure has already been enacted (October 13, 2021 City Council meeting) and subsequent Budget Adoption Resolutions will include appropriate language documenting the valid public purpose of relevant expenditures, which will be formally acted upon by the City Council.	Completed / Ongoing	Express action related to this recommendation taken at the October 13, 2021 City Council meeting; subsequent budget adoption resolutions will include appropriate language declaring the public purpose of relevant expenditures.
R17	Revise its municipal code by December 31, 2021 to specify limitations on the types of expenditures the city will approve or authorize in the future to ensure that all city expenditures only serve a valid public purpose of the city. For example, it should prohibit the purchases of employee gifts with public funds.	21	Specific City Council action will be taken to approve those expenditures which might benefit employees constitute a valid public purpose. This procedure has already been enacted (October 13, 2021 City Council meeting) and subsequent Budget Adoption Resolutions will include appropriate language documenting the valid public purpose of relevant expenditures, which will be formally acted upon by the City Council.	Completed / Ongoing	Express action related to this recommendation taken at the October 13, 2021 City Council meeting; subsequent budget adoption resolutions will include appropriate language declaring the public purpose of relevant expenditures.
R18	Obtain for the City Council and all employees authorized to make expenditures with city funds bi-annual legal and ethics training from an entity that is independent from and not affiliated with the city or the city council, such as from the Attorney General's Office or the District Attorney's Office, regarding the appropriate use of public funds and the prohibition on using public funds to make private gifts.	21	Management and the City Attorney's office will explore the provision of this recommended legal and ethics training.	Ongoing	Management will explore this recommendation.

ATTACHMENT B

City of Montebello

Although It Is Making Positive Changes, It Remains at High Risk Because of Recent Declines in Its Financial Condition

October 2021

REPORT 2021-807

CALIFORNIA STATE AUDITOR
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October 14, 2021
2021-807

The Governor of California
President pro Tempore of the Senate
Speaker of the Assembly
State Capitol
Sacramento, California 95814

Dear Governor and Legislative Leaders:

This follow-up audit report provides an update on the city of Montebello's efforts to address the concerns from our December 2018 report that determined Montebello is a high-risk city because of significant financial and operational risks.

This report concludes that Montebello continues to face challenges related to its financial stability. Montebello's financial situation grew worse in fiscal year 2019–20, spending nearly $11 million more from its general fund than it received in revenue. Moreover, in August 2021, we updated our local high-risk dashboard, which measures the fiscal health of California cities, and determined that in fiscal year 2019–20 Montebello was one of California's 10 cities at greatest risk of financial distress. Montebello currently projects that its fiscal situation will improve, partly due to a new voter-approved sales tax, but it will need to continue to ensure that its spending aligns with revenues.

Though Montebello has attempted to improve its operations in multiple areas since the 2018 audit, such as by updating competitive bidding requirements in its municipal code and improving its golf course operations, we identified continued operational deficiencies related to the management of city-owned hotels and its procurement processes. In one instance, Montebello likely violated state open meeting laws when the city council approved a loan to pay for upgrading one of its hotels without properly notifying the public in advance. Further, Montebello did not always adhere to competitive bidding requirements in its municipal code, and we identified purchases for which city staff did not follow the city's new petty cash and credit card policies and likely violated state law prohibiting the gift of public funds.

To address these concerns, we present several recommendations in this report, such as ensuring that city council agendas include all matters of fiscal policy that the city council will consider in public sessions, and creating a policy to formally document situations where a valid reason exists for staff to deviate from procurement requirements in Montebello's municipal code, when allowed to do so.

Respectfully submitted,

Elaine M. Howle

ELAINE M. HOWLE, CPA
California State Auditor

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HIGH-RISK ISSUES—*Follow-Up Audit*

City of Montebello, Los Angeles County

Risk Designation: **High Risk**

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Risks the City of Montebello Faces

In December 2018, we issued an audit report titled *City of Montebello: Its Structural Deficit and Poor Operational Processes Threaten the City's Financial Stability and Delivery of Public Services*, Report 2018-802. In that report, we concluded that concerns related to Montebello's business activities and retirement costs, its lax oversight of the two hotels it owns, and its poor contracting and staffing put it at high risk for waste, fraud, abuse, and mismanagement. As we describe in Appendix B, state law requires that we issue an audit report at least once every three years with recommendations for improvement when we designate a city as high risk. In this follow-up audit, we found that although the city has made progress in addressing our recommendations, it remains a high-risk city because of its financial decline during fiscal year 2019–20 and its continued operational deficiencies.

Montebello's financial situation grew worse in fiscal year 2019–20, the most recent year for which it has audited financial statements. The city ended that year having spent nearly $11 million more from its general fund than it received in revenue. In August 2021, when we updated our local high-risk dashboard, which measures more than 400 California cities according to 10 financial indicators, Montebello's ranking in terms of its risk of facing fiscal distress rose from 81st in fiscal year 2018–19 to 7th in fiscal year 2019–20. Although it currently projects improvements in its financial situation for fiscal years 2020–21 and 2021–22, it will need to leverage its new sources of revenue—including a new sales tax its residents recently approved—to achieve year-over-year financial stability.

Operationally, Montebello has made significant positive changes in the nearly three years since our December 2018 report. It hired a new, permanent city manager and a director of finance, and it substantially updated its municipal procurement codes in response to our audit. It has also taken actions to control its retirement costs, although one of the approaches it has taken—issuing bonds to address its pension liabilities—still has the potential to negatively affect its finances. Finally, it has begun planning to improve the golf facilities it owns, as we recommended during our previous audit.

Nonetheless, it still needs to improve its oversight of its hotels and its procurement practices, as well as its adherence to state requirements regarding public meetings and the use of public funds. For example, we identified an instance where Montebello likely violated state open meeting laws when the city council approved a loan to pay for upgrading one of its hotels without properly notifying the public in advance. Montebello also used public funds to purchase about $7,600 worth of gifts for its employees, which we think constitutes a gift of public funds. The California Constitution prohibits such gifts of public funds. After we brought this issue to Montebello's attention, city officials raised private funds to cover the cost of the gifts. We also identified poor adherence to competitive bidding requirements and to the petty cash and credit card policies the city developed following our 2018 audit. For example, we noted likely split transactions—where an individual or individuals make multiple small transactions in order to avoid procurement requirements on higher dollar amounts—in both petty cash and credit cards.

To help Montebello continue to address the risks we identified, we make multiple recommendations to the city, including the following:

- The city council should ensure that it includes on the council meeting agenda all matters of fiscal policy it will consider during a public session, as state law requires, and that it discusses these matters in the public forum.
- The city should revise its municipal code to prohibit the purchases of employee gifts with public funds.
- The city should create a policy by January 2022 requiring staff to formally document situations when a valid reason exists for deviating from procurement requirements in its municipal code, when the code allows it to do so.
- The city should update its credit card policy by January 2022 to prohibit splitting payments to avoid the transaction limits and to require city council approval for any transactions above the limits.

Agency's Proposed Corrective Action

The city agreed with most of our recommendations, although it disagreed with many of the findings supporting those recommendations. The city did not provide a corrective action plan; thus we expect it to submit one by December 13, 2021.

Despite Progress in Some Areas, Montebello's Financial Stability Remains Uncertain

Montebello's Financial Situation Declined in Fiscal Year 2019–20, but It Projects Improvement Over the Next Few Years

In our December 2018 audit, we found that the city had struggled to generate sufficient ongoing revenue to meet its expenses. Moreover, we determined that although the city was supporting its general fund through one-time revenue sources, its retirement costs and business activities—such as its golf course—could prove to be a significant drain on its resources. Montebello's finances improved slightly in the years immediately following the 2018 audit. However, its financial situation then declined dramatically in fiscal year 2019–20, in part because of the economic repercussions of the COVID-19 pandemic (pandemic). Partly as a result of a new tax its voters recently passed, the city currently projects improvement in the upcoming years.

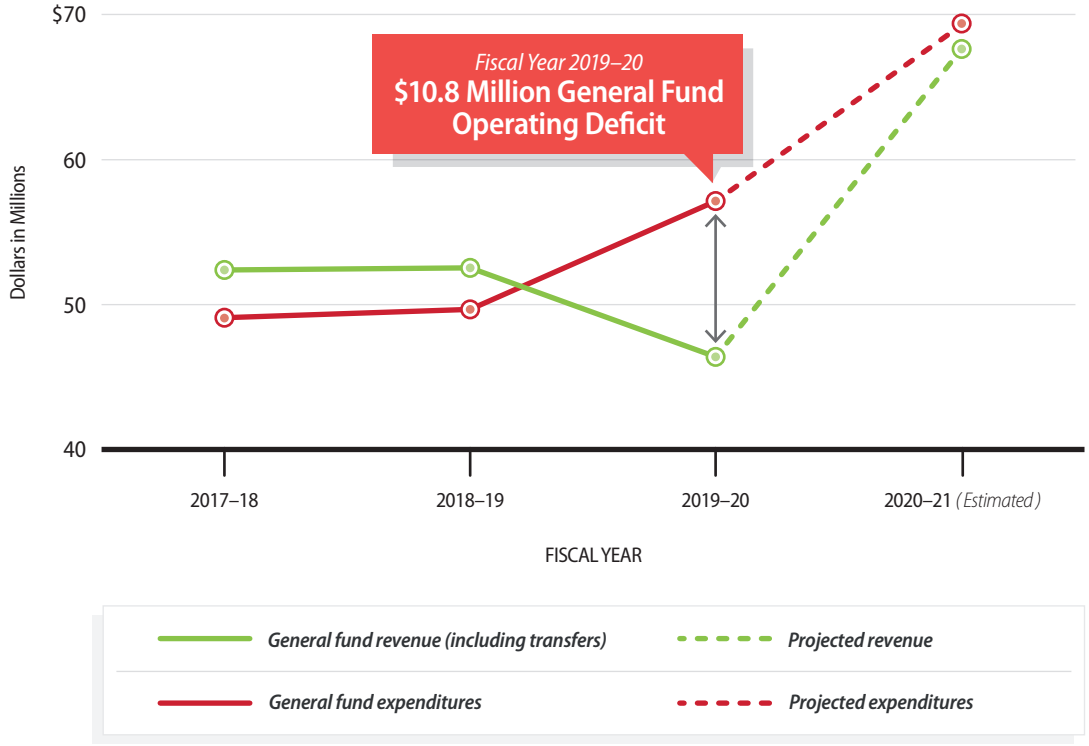
Montebello's most recent audited financial statements are from fiscal year 2019–20 and show that the city had total expenses across all of its funds of about $137 million. In that fiscal year, its spending exceeded its revenue: it finished that year with a $14.7 million operating deficit across all of its funds and a $10.8 million operating deficit in its general fund. As Figure 1 shows, this is a significant decline from its fiscal year 2018–19 general fund surplus of about $2.9 million.

Its fiscal year 2019–20 deficits were the result of both a decline in revenue and an increase in spending. Its overall revenue decreased by about $3.5 million because of lower sales tax collections and reduced hotel occupancy, much of which the city attributes to the pandemic. The city also noted in its financial statements that it experienced a $1.5 million reduction in cannabis licensing revenue from fiscal year 2018–19. At the same time, Montebello's expenses increased by about $12 million, including a $7.5 million increase in its general fund expenditures. We identified no single reason for this increase; rather, the city's fiscal year 2019–20 financial statements demonstrate its struggle to balance its various spending priorities with its revenue leading up to and during the pandemic. For example, Montebello experienced costs related to issuing and beginning to pay interest on new bonds in late 2019 and 2020, as well as to increasing pension costs.[1] The city also told us that adapting its administrative practices to COVID-19 was an unforeseen expense.

Because of Montebello's financial decline, our office identified it as one of California's cities that were at the greatest risk of fiscal distress during fiscal year 2019–20. In August 2021, we updated our local high-risk dashboard based on our review of cities' fiscal year 2019–20 financial statements, the most recent available. As Table 1 shows, we identified key financial indicators related to savings and borrowing—general fund reserves, liquidity, and debt burden—in which Montebello was experiencing elevated risk compared to our previous assessment based on fiscal year 2018–19. The regression in these

1 As we discuss later in the report, Montebello used bond proceeds to supplement its pension plan in June 2020. Because this action occurred only days before the end of the fiscal year, it did not significantly reduce the fiscal year 2019–20 contributions Montebello needed to make to its pensions. Also, the action did not eliminate an additional amount the California Public Employees Retirement System (CalPERS) requires cities to contribute annually, that is calculated based on employee payroll data. The city's finance director explained that the bond issuance would significantly reduce pension costs going forward.

Figure 1
Montebello Experienced a Significant Gap Between Revenue and Expenditures During Fiscal Year 2019–20, but Expects It to Narrow in Fiscal Year 2020–21



Source: Analysis of Montebello's audited financial statements from fiscal years 2017–18, 2018–19, and 2019–20, and unaudited city financial information for fiscal year 2020–21.

indicators led us to reclassify Montebello's overall financial risk from moderate to high, indicating an elevated risk of the city being unable to fund services for its residents.

Some of these increases in financial risk are tied to the city's fiscal year 2019–20 reserves. Its lower revenue and higher expenses depleted Montebello's general fund reserves, limiting its ability to respond to further revenue declines or expenditure growth and still maintain services. According to our local high-risk dashboard, Montebello was among the 20 cities with the lowest general fund reserves, relative to city expenditures, in fiscal year 2019–20. We also identified the city's liquidity level as high risk because the general fund's balance of cash and investments was low enough that the city might have difficulty paying the costs of providing services to residents. We further noted that the city's debt burden had become higher risk because its overall debt had increased.

Montebello's elevated risk levels in fiscal year 2019–20 demonstrate that its finances have continued to experience instability after our 2018 audit. However, we note that this analysis represents a specific moment in time during the early months of the pandemic, when many cities were experiencing financial turmoil. In contrast, Montebello's budgets for fiscal years 2020–21 and 2021–22 show that the city is predicting a rebound in its finances from the early days of the pandemic. In fact, the city's budget

Table 1
In Fiscal Year 2019–20, Montebello Was at High Risk of Fiscal Distress

FINANCIAL INDICATOR	LOCAL HIGH-RISK DASHBOARD RISK ASSESSMENT BY FISCAL YEAR		
	2017–18	2018–19	2019–20
Overall Risk Rating	Moderate Risk	Moderate Risk	High Risk
General Fund Reserves	MODERATE	MODERATE	HIGH
Debt Burden	HIGH	MODERATE	HIGH
Liquidity	LOW	LOW	HIGH
Revenue Trends	HIGH	MODERATE	MODERATE
Pension Obligations	HIGH	HIGH	HIGH
Pension Funding	HIGH	HIGH	LOW
Pension Costs	MODERATE	HIGH	HIGH
Future Pension Costs	HIGH	LOW	LOW
Other Post-Employment Benefit (OPEB) Obligations	LOW	LOW	LOW
OPEB Funding	HIGH	HIGH	HIGH

Source: Analysis based on Montebello's financial statements and CalPERS's actuarial reports.

for fiscal year 2021–22 forecasts revenue growth and anticipates a slight general fund operating surplus. The city is also optimistic that funding from the federal American Rescue Plan Act of 2021—which our office calculated to be more than $16.5 million for Montebello's allocation—will provide it additional resources to meet infrastructure and operational needs. The fiscal year 2021–22 budget does not specifically allocate this federal funding, which the city expected to receive between May 2021 and May 2022. According to its fiscal year 2021–22 budget, the city has received at least half of the anticipated federal COVID relief funds. The city identified several potential uses for these funds, including recovery of previously lost revenue, sewer infrastructure upgrades, and information technology upgrades. According to the budget, this may help Montebello address unmet infrastructure needs and ultimately contribute to the city's financial stability. However, we have not received final financial information for fiscal year 2020–21 and thus cannot assess the city's projections.

One reason for this revenue growth is that the city has an important new funding source: in March 2020, city voters passed a sales tax measure, a step they had been unwilling to take in the past. The city reported that it collected about $7 million in fiscal year 2020–21 from this tax. However, the new sales tax will not necessarily solve all of Montebello's fiscal problems, as fiscal year 2019–20 showed that the city's spending can significantly exceed its revenue by a greater amount than the new tax will raise. Thus, it is important that Montebello continue to evaluate its spending and determine how to best align its expenditures with its revenue. Although Montebello is showing signs of progress

in addressing its financial situation, we will continue to assess whether it can leverage new revenue and a stronger economy to achieve year-over-year financial stability.

Montebello Has Taken Steps to Improve Its Golf Course Operations but Has Yet to Determine the Full Financial Impact of Its Planned Actions

For decades, Montebello has owned and operated an 18-hole golf course. Our 2018 report noted that this course had historically required support from the city's general fund in order to operate. We recommended that the city consider recommendations from a consultant it had hired to improve the operations and fiscal self-sufficiency of the course and that it also consider alternative uses for the land. In early 2019, the city council considered and subsequently began to implement some of the consultant's recommendations, including a move to an online booking system. Montebello also entered into a new maintenance contract for the course and replaced its managing operator—developments that the city staff assert have helped strengthen the course's finances. Based on preliminary financial data, the city estimates that fiscal year 2020–21—the first full year under the new operator—will prove to have been one of the course's strongest years in recent history, with revenue about 40 percent higher than the prior year. This allows the city to reduce its general fund subsidy from $751,000 in fiscal year 2019–20 to about $471,000 in fiscal year 2020–21, a significant improvement.

In addition, in March 2021, the city council approved a plan to build a driving range and entertainment facility on a portion of the golf course. Figure 2 shows the location of the planned facility. The city intends to fund this construction by selling up to $50 million in bonds that it will repay over 20 years. To facilitate this plan, the city entered into an agreement with a sports entertainment company, which—once the range and facility are operational—will annually pay the city an amount equal to the city's debt service for the bonds. In addition, beginning during the second year of the range and facility's operations, the sports entertainment company will pay the city increasing annual rent payments that will start at $375,000 in Year 2, reach $1.5 million by Year 5, and exceed $1.7 million by Year 20. The rent revenue that will result from this contract—as well as sales taxes on facility

Figure 2
Montebello Plans to Add a Driving Range and Entertainment Facility to Its Golf Course, Near Its Two City-Owned Hotels and Event Center

Source: Montebello's website, financial statements, and driving range development agreement.

concessions—should be greater than the typical annual golf course deficits, and we estimate that the payments could help the course pay back the nearly $2 million it owes the city's general fund by 2030.

However, the city intends to renovate the golf course around the driving range and entertainment facility, citing the need to update aging infrastructure and shrink the course from an 18- to a 9-hole course to allow space for the new driving range and parking. Montebello's finance director estimated that funding this renovation could cost $10 million and require bond financing, which would be part of the $50 million in bond financing needed to pay for the driving range and entertainment facility. If so, the potential profitability of the overall project—the driving range and entertainment facility and the city's new, smaller course—would shrink as the city would have to pay this portion of the debt service costs, which the city has not yet calculated.

It remains to be seen whether or how quickly Montebello can implement these plans, and how much these changes will improve the golf course's finances, as the city may have to change its plans for the golf course to comply with surplus land requirements in state law. State law generally requires local governments, prior to selling or leasing surplus land to a third party, to first notify certain affordable housing developers that surplus land is available for potential construction of affordable housing, or face financial penalties. According to the city manager, the State recently informed the city that the portion of the golf course with the proposed driving range would qualify under this law. He said that the city worked with the State to see if alternative solutions were available; however, they were not able to identify any. Therefore, the city's plans for the golf course are on hold pending the outcome of this months-long process. Regardless, whether Montebello is able to move forward with its plans or will see affordable housing built on the property, the city has shown initiative in considering alternatives for the golf course and working to improve the course's operations.

The City Has Resolved Our Previous Concerns About Its Retirement Costs, Although Its Approach Has Created Ongoing Risk

Montebello has taken actions to control its retirement costs, but one of its chosen courses of action—borrowing to set aside funds to pay pension benefits—still has the potential to negatively affect the city's finances. In 2018 we found that Montebello's growing retirement costs could create a financial burden for the city in future years, and we recommended that it consider ceasing payment of some retirement costs. Montebello subsequently negotiated new contracts that shifted certain retirement costs to its employees—specifically, the city had been paying the share of costs usually paid by the employees. It also retained a financial analyst to assist with potential bond sale opportunities for the city, and in May 2020, it sold $153 million in pension obligation bonds (retirement bonds). Montebello used the proceeds to send a lump-sum payment to its investment account at CalPERS in June 2020 to fund all existing obligations for promised benefits for employees.

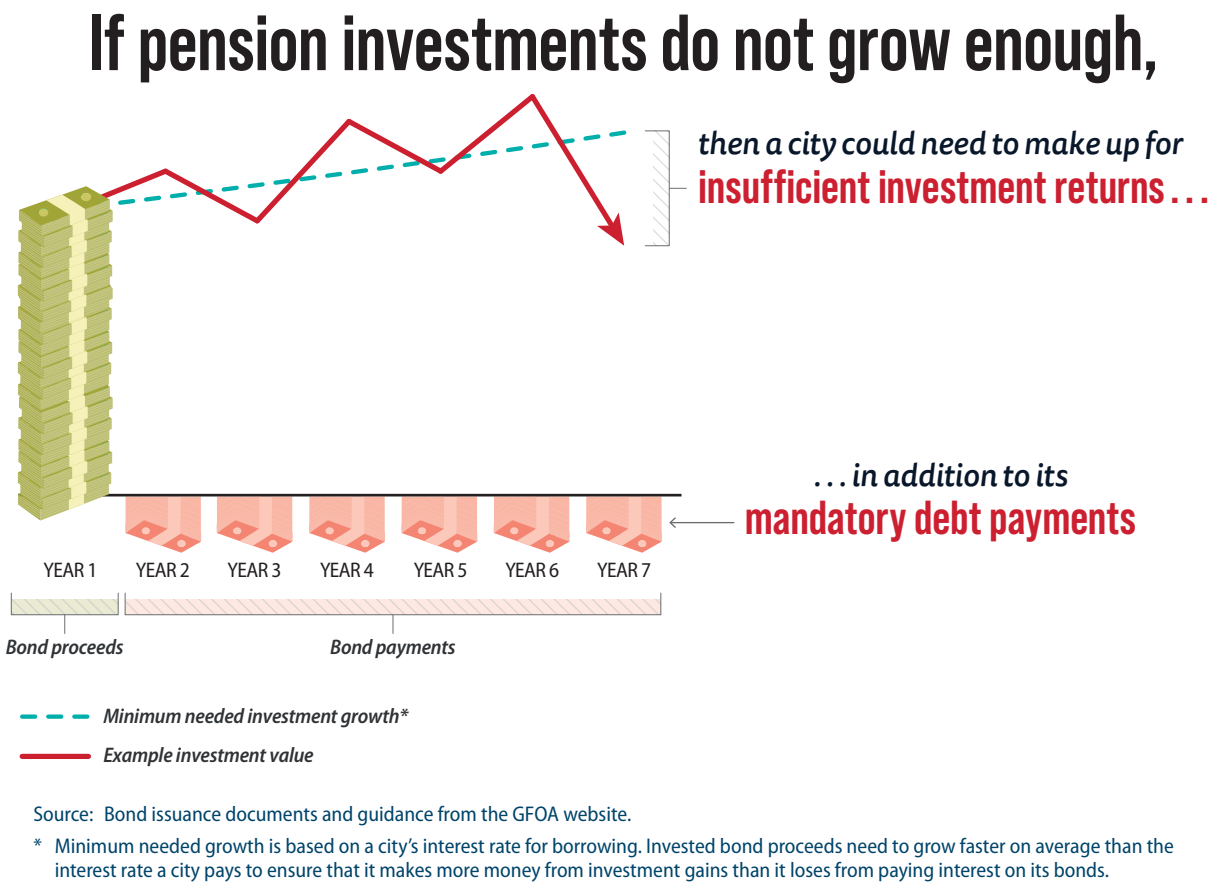
Although retirement bonds have the potential to reduce the city's retirement expenses in the future by replacing them with debt payments, the Government Finance Officers Association (GFOA) and other financial experts have warned that such bonds have significant disadvantages that warrant careful consideration by an issuing entity. For example, CalPERS's investments may not perform as well as Montebello expects in the long term. If this occurs, the city may find itself again in a situation where it does not have enough funds to cover the benefits it owes and—in addition—would now have debt service related to the retirement bonds. In that situation, which

Figure 3 illustrates, Montebello might need to seek additional revenue or cut other programs to be able to contribute enough new funds to its pension plan to make up for its investment losses, while also paying the mandatory debt service on its bonds.

In a 2014 review of retirement bond issuances nationwide, Boston College researchers found that the amount of money governments had saved by issuing bonds depended on the time period and market conditions. According to the researchers, many issuers had realized some savings from their bonds at the time of the review, but issuers from the late 1990s had experienced little or no benefits 15 years later. The researchers further noted that when an issuer such as Montebello is able to report that its pension plan is financially sound because of new funding from bond proceeds, the city council may experience increased political pressure to expand benefits for employees even though the city will still carry the bond debt for decades.

Montebello's finance director asserted that the city may not experience typical risks related to pension obligation bonds because it has a dedicated property tax for employee retirement that could help the city pay the bonds and avoid bond-related impacts to the general fund. Since 1946 the city has had a portion of its property tax allocated to city retirement costs. Nevertheless, taxpayers bear these risks, and if investment growth falls below the interest rate of the bonds, the city could have to pay more of its revenue for retirement expenses.

Figure 3
A City's Invested Bond Proceeds Need to Grow Faster Than the Interest Rate on Its Pension Obligation Bonds



Source: Bond issuance documents and guidance from the GFOA website.

* Minimum needed growth is based on a city's interest rate for borrowing. Invested bond proceeds need to grow faster on average than the interest rate a city pays to ensure that it makes more money from investment gains than it loses from paying interest on its bonds.

Montebello Continues to Make Questionable Decisions Related to Its Hotels

City Staff Have Not Provided the City Council With Analysis of the Performance of City-Owned Hotels

Montebello owns two hotels and an event center, which includes a golf clubhouse. All of these properties are located on the city's golf course. The city has contracts with three separate companies—one for each hotel and one for certain portions of the event center—to manage or operate these facilities. Under these contracts, the city pays the companies an annual fee to manage the properties. In return, the city may receive revenue from the facilities, depending, in part, on the total revenue the companies generate from the facilities. The three companies are under common management by an individual whom we refer to as the *hotel operator.* City leadership has amended the contracts to manage these facilities several times, and one contract does not expire until 2064. In our 2018 audit, we identified that city leadership had exposed the city's general fund to significant financial risks through its hotels. In this report, we found that the city has continued to be lax in the oversight of its hotels.

The city's agreements with the hotel management companies give the companies responsibility for collecting hotel revenue, paying hotel expenses, and tracking and reporting on that activity. After the hotels' expenses are paid, the remaining revenue goes first to paying the bonds used to finance hotel construction and to certain reserves and administrative expenses, and then to paying the management companies' fees. Only after all of these expenses are paid can the city receive revenue. In 2018 we found that the city's general fund had yet to receive disbursements from the hotel in operation at that time, which opened nearly two decades ago.

Without detailed financial information about the performance of the city's two hotels, the city council has only limited ability to make informed financial decisions to protect the city's interests. Nonetheless, in our 2018 audit, we found that city staff were not reviewing the financial reports the city requires the hotel operator to submit. We recommended that, to protect the city's interests, its staff should routinely review information the hotel operator submits and should report to the city council at least annually on the performance of hotel operations.

Since we made our recommendation, city staff have presented a financial analysis of one of the city's two hotels to the city council just once, in January 2019. In this presentation, city staff identified several areas of concern, including the operator's failure to submit complete budget projections and the hotel's expenses growing faster than its revenue. The presentation implied that the city would receive cash flow from the hotels but stated that city staff would need to work with the hotel operator to clarify any inconsistencies before incorporating this information into future reports. However, according to the current finance director, the city did not complete any follow-up reports.

Although Montebello hired a consultant to examine the hotels' expenses, it is not clear that the city council ever saw the results or took action in response to them. During our 2018 audit, Montebello's acting city manager stated that the city lacked the hotel industry experience required to determine whether its

hotels' expenses were reasonable. Following our audit, the city hired a consultant to compare its hotels' financial performance against a selection of comparable hotels. The consultant found that Montebello's hotels had similar room revenue but expenses at the higher end of the range of those of comparable hotels. Further, based on the consultant's findings, we calculated that the management fees of the two hotels were between 7 percent and 9 percent of revenue in 2018, above the average of about 3 percent for comparable hotels. The consultant provided its report to the city in May 2019—before Montebello hired its current city manager and finance director—but we could find no record that staff ever presented the results to the city council.

The current finance director said that city management believes that preparing specific reports on the performance of hotel operations is unnecessary because the city treats the hotels as it treats other enterprise operations—golf, water, and transit—and that it discusses all of these enterprise operations, along with the entire city's operating and capital budget, when necessary. This perspective is concerning because in 2018 we found problems related to both the golf and water enterprises. Without detailed financial information, the city council risks that it will not detect underperformance, errors, or misstatements in the hotels' finances and cannot protect Montebello's best interests when it considers matters related to its contracts for hotel operations.

The City Council Approved a Multimillion-Dollar Loan for Hotel Renovations Without Properly Including It on a Council Agenda

In February 2020, the Montebello city council likely violated state law when it approved a loan from its general fund of up to $3.4 million for renovations at one of the hotels without notifying the public by putting the issue on the council agenda for public discussion and approval. Although state law generally prohibits the city council from discussing or taking action on any item not appearing on a posted agenda, it does allow for some exceptions. One such exception is when a city council determines by vote that there is a need to take immediate action and that the need for immediate action came to the attention of the local agency after it posted its agenda. The Montebello city council invoked this exception when it approved the loan for hotel renovations. However, the city council had been aware of the hotel's proposed renovations since at least November 2019, when it voted to refinance the hotel's bond and use the savings to offset expected renovation costs. In addition, according to the hotel operator, the city and the hotel operator discussed these renovations in January 2020, including discussing the likelihood that a loan would be necessary. Given that the city council meets twice a month and is able to call special meetings, we question why the city council did not postpone this issue to a subsequent meeting for which it could have provided proper public notice.

> ***"The Montebello city council likely violated state law when it approved a loan from its general fund of up to $3.4 million for renovations."***

During the February 2020 meeting, the city council approved the loan for hotel renovations without any public discussion. In a report to the city council, city staff indicated that the loan was necessary

for the hotel to complete significant renovations to remain in compliance with brand standards imposed by the franchise agreement with the particular hotel brand. However, based on our review of the video of the council meeting, the city council did not appear to make either the document authorizing the loan or the staff report describing the need for it available to the public at the meeting. Through its actions, the city council deprived Montebello's citizens and other stakeholders of their right to remain informed of the decisions of the city council and likely violated the State's open meeting laws.

Montebello's decision to loan general fund money without adequate public consideration and without analysis of the hotels' operations—an issue we discussed in the previous section—limited the city council's and the public's ability to assess the loan in the context of other city priorities. Such priorities should have included whether to preserve the funds to respond to unforeseen fiscal needs, such as the economic repercussions of the pandemic. According to the finance director and the hotel operator, the timing of the loan was fortuitous because the hotel operator was able to take advantage of a hotel shutdown caused by the pandemic to facilitate the renovations, which they assert saved $1 million. However, the city could not have known the extent of the pandemic in February 2020, and given additional information and public input, the council could have made, or at least publicly considered, different choices.

Montebello Has Not Adopted a Policy to Ensure Its Payment of Hotel Management Fees

Montebello still needs to strengthen its processes for paying the management fees that it owes to the two companies responsible for managing the city's hotels. These fees, which the city pays annually from collected hotel revenue, compensate the hotel management companies for services such as maintenance, marketing, and the hiring of hotel staff. In 2018 we found that Montebello had historically delayed payment of these annual management fees even when it had funds available to pay the fees promptly. As a result, the city had accrued $1.6 million in potentially avoidable interest expenses from 2002 through 2017, which the city eventually paid off.

After the audit, the city took steps to substantially eliminate its fee obligations: by June 2020, the remaining outstanding management fees for both hotels pertained to 2019 and 2020 only. In late 2020, during the pandemic, the city resumed its practice of delaying some payments, although the hotel operator offered to waive part of the interest due to one of the management companies. The city made payments toward its outstanding fees in August 2021; however, the finance director acknowledged that, as of September 2021, about $317,000 in deferred fees remained outstanding. The city is working to pay that, as well.

We are concerned that the city has not yet developed policies to ensure prompt payment, as we previously recommended. Instead, the current director of finance asserted that the city's existing hotel-related bond agreements already require it to pay fees when it has revenue available to do so, making an additional policy redundant. However, these agreements were unable to guarantee that Montebello promptly paid its fees in the past and might not prevent it from delaying fees again. Deferring fees and allowing interest to accrue when the means to pay the fees exist is wasteful. Thus, the city's management of the hotel maintenance fees remains an issue requiring monitoring.

Recommendations to Address These Risks

- *To ensure public transparency and to provide the city council with the information necessary for making decisions regarding Montebello's hotels, city staff should routinely evaluate hotel operations by reviewing the financial information that the city requires the hotel operator to submit. By December 2021 and at least annually thereafter, city staff should report to the city council and the public on the performance of each hotel's operations, as well as the effect of the hotels on city finances.*

- *To fulfill its responsibility as the custodian of Montebello's limited resources and to provide increased transparency and opportunities for public involvement, the city council should ensure that it includes on the council meeting agenda all matters of fiscal policy it will consider during a public session, as state law requires, and that it discusses these matters in the public forum.*

- *To avoid accruing interest on hotel management fees, Montebello should immediately develop and adhere to a policy and process that requires it to pay management fees related to its two hotels in a timely manner.*

Montebello Has Not Fully Resolved Problems With Its Procurement Processes

Montebello Has Not Followed Competitive Bidding Processes That Could Ensure That It Receives the Best Value When Procuring Services

Despite some improvements to its contracting processes, the city still struggles to ensure that it is procuring services at the best possible value. In our 2018 audit, we found that Montebello had not sought competitive bids for certain contracts and that a former city manager had approved contracts that exceeded her approval authority. In 2019 the city council addressed several of our concerns by updating procurement requirements in the city's municipal code, in part by establishing, with limited exceptions, a requirement that the city advertise for competitive bids for professional or special services contracts with an annual value of $50,000 or more, and a process to contact three firms when procuring contracts with a value of less than that amount. The text box lists the allowed exceptions. However, our review of 12 contracts identified several in which the city did not follow its updated requirements or could have benefited from increased city council oversight and adherence to best practices. These findings, which Figure 4 summarizes, indicate that Montebello is still not ensuring that it obtains services at the best value.

For example, Montebello violated its municipal code by not soliciting formal bids for a large professional services contract related to its golf course, leaving it unable to demonstrate that the services it received were the best value to taxpayers. In February 2020, the city council approved a $90,000, three-month contract for a new golf course operator without a formal competitive process, even though the city did not indicate that the service acquired met any of the exceptions to the threshold for competitive bidding of professional services specified in the municipal code. It later entered into a second contract with the same operator for $360,000, again without competitive bidding.

Key Exceptions Under Which Competitive Bidding Is Not Required for Professional or Special Services Contracts

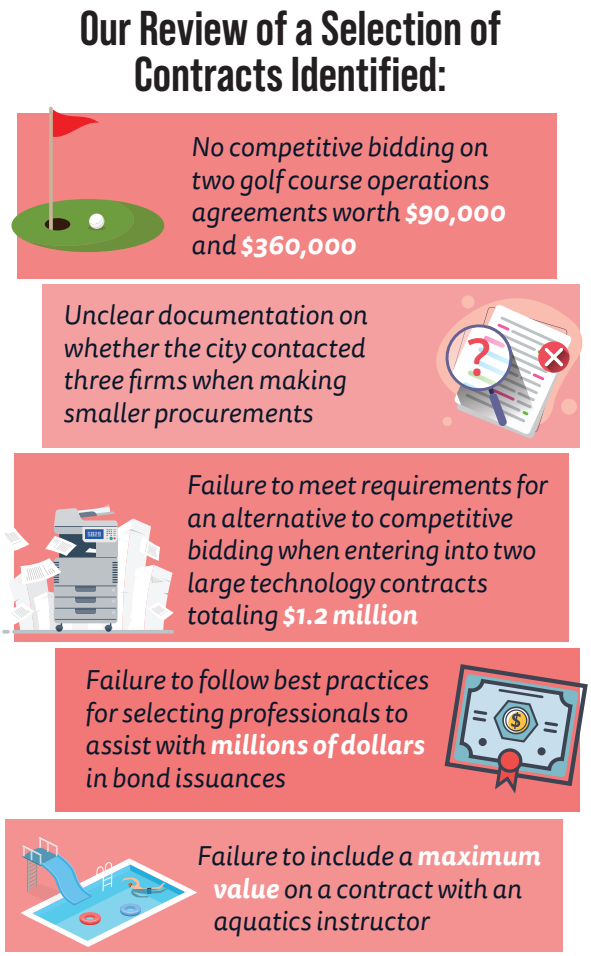
- If the service can only be obtained from one source
- If there is an emergency
- If the city council, by four-fifths vote, dispenses with bidding procedures because they are impractical, useless, or uneconomical and doing so would benefit the public welfare

Source: City of Montebello municipal code.

Montebello's municipal code allows the city to award professional or special services contracts without competition in certain circumstances. However, according to the finance director, the city did not formally use any of these exceptions as its justification for the golf course operator contract, although it could have. He stated that city staff believed there would be a shortage of qualified local vendors, they had limited time to enter into a new contract after reaching a settlement with their prior operator, and there was significant public interest in ensuring the golf course remained open. Nevertheless, by failing to follow the competitive process established in its municipal code, or properly documenting the rationale for its decision to contract with a

vendor without competition, the city may have denied other potential vendors an opportunity to bid and reduced public assurance that the city received the best value for its money.

Figure 4
When Entering Into Multiple Contracts, Montebello Did Not Follow Requirements or Best Practices



Source: Analysis of Montebello's contracts, city council agendas, and other procurement files.

Further, as it did when it approved the hotel loan, the city council did not include the golf course contract on its published agenda for the meeting in question, likely violating the State's open meeting laws. As with the hotel loan, the city knew about the need for a golf course operator well in advance of the meeting; the city manager had assured residents that the golf course would have a new manager in a meeting two weeks prior. By omitting this issue from its agenda—as it did when it approved the hotel loan—the city limited the ability of residents to raise concerns about the contract. It is important that the city council follow legal requirements to only discuss or transact business that has been properly placed on the agenda; otherwise, state law allows the district attorney or any interested person to seek voidance of the council's actions that were not given appropriate notice.

We also identified instances in which Montebello did not document that it selected qualified vendors for smaller contracts, although it is taking steps to address this issue. The municipal code, with limited exceptions, requires the city to contact a minimum of three vendors for professional or special service contracts valued below $50,000 annually. However, for three such contracts we reviewed, the city's documentation did not clearly identify whether it had contacted three firms. After we brought these gaps to the attention of city staff, they were able to find and provide additional information indicating that the city complied with procurement requirements for two of these contracts. The current finance director asserted that city staff had historically been inconsistent in documenting their contact with multiple vendors and that its new staff were working to better document this and other steps in the procurement process. Staff members provided examples of templates with fields to indicate that the city had made contact with three vendors, and we verified that two 2021 contracts in our selection properly listed three firms. Without such documentation, the city may not be able to demonstrate that it is getting the best value for its smaller procurements.

Moreover, for two large office technology and support contracts totaling $1.2 million from 2020 and 2021, the city improperly used an

alternative process that allows it to purchase supplies, equipment, or services by using the pricing and terms of a contract from another public entity or certain nonprofit associations for those same goods or services. The municipal code allows such a selection to occur without competitive bidding as long as the original purchase contract was the result of competitive bidding or negotiation, the purchase is made within two years of the competitive bid or negotiation, the purchase conforms with the city's specifications for the item or services, and the estimated price of the purchase using the original purchase contract is lower than the estimate for the purchase if made directly by the city. However, the purchase contract the city relied on for both of its agreements was from 2016, more than two years before the 2020 and 2021 office technology and support contracts. The city noted that the original contract had been extended into 2020. We could find no evidence that the extension included a renegotiation. More than two years had passed since the competitive bid or negotiation. As a result, the city likely violated its municipal code. Further, the city lacked assurance that this vendor still offered the best available value on the market; thus it should have either used a normal competitive process or found a more recent contract to serve as the originating contract.

> ***"More than two years had passed since the competitive bid or negotiation. As a result, the city likely violated its municipal code."***

In addition, the city still needs to ensure that contracts receive the appropriate level of approval and that it incorporates best practices when making procurements. For example, in 2019 the former city manager approved a contract for financial advising services with an estimated maximum value of $49,000 without city council approval, which the municipal code allows. However, from December 2019 through June 2020, Montebello authorized more than $90,000 in compensation to its adviser, an amount that otherwise would have required the contract to go before the city council.

According to the finance director, the city council had opportunities to review Montebello's relationship with this adviser because it received a report from the adviser and approved bond documentation that discussed the advising services. He further noted that it would have been difficult for the city to predict the amount of payments related to its eventual bond offerings when it first procured the adviser's contract. Nevertheless, given the adviser's role in assisting with bond transactions worth millions of dollars, the city should have anticipated that its contract for financial advising services would far exceed $49,000. Had it done so, the city would have benefited from input from the city council.

In a similar financial services procurement, the city did not follow GFOA recommendations when it selected its bond underwriter. The GFOA recommends that cities select bond underwriters—entities responsible for buying municipal bonds and reselling them to help cities secure lower debt costs—through a competitive process. However, city staff informed us that, based on its financial adviser's recommendation, Montebello informally selected its underwriter for several large issuances in 2019 and 2020, including the retirement bonds that we discuss previously. The city manager stated that although he would normally prefer to competitively procure an underwriter, the

city determined at the time that identifying one quickly to take advantage of favorable market conditions for bond sales was more beneficial. Nonetheless, given that underwriters participate in municipal transactions worth tens or hundreds of millions of dollars, Montebello should have ensured that it followed best practices to competitively select its financing partners.

Montebello also still needs to develop a policy regarding how it will handle contracts with no maximum value. In 2018 we noted that Montebello's former city manager approved a franchise agreement with the hotel franchisor, without council approval, that did not have a value attached, but that could have cost the city a substantial sum in the future. Thus, we expected that it would have received council approval. We noted a small example of the city entering into another agreement without a maximum value when in 2019 the former city manager approved a revenue-sharing services agreement for instructional fees between the city and an aquatics instructor with no maximum value in the contract and no evidence of city council approval. Although the total cost to the city for this particular contract is unlikely to be large, the city still lacks a process or code provision to handle such services agreements without maximum values. The finance director stated that it would be unusual for a city to require reporting such instructional contracts to the city council or to contain a maximum value because of the unpredictable nature of instructor fee collections. Nonetheless, despite the unpredictable nature of the fees, the city could still include a reasonable "not-to-exceed" amount in its contract with the instructor. In the rare case of an agreement that could not include a maximum value, the city could better strengthen its processes by adopting a policy to handle such agreements.

Finally, Montebello is not providing the procurement trainings we recommended in 2018, increasing the risk that its staff will not comply with its municipal code to obtain the best value for goods and services. In our 2018 audit, we identified a number of instances in which the city did not follow competitive bidding processes and did not adequately ensure that it received the best value for services. We recommended that the city provide annual training on procurement requirements for all staff involved in the procurement process. Montebello conducted a procurement training for its staff in 2018—during our previous audit—and in 2019, but it has not conducted similar trainings for all staff involved in the procurement process since that time. Instead, it has conducted brief trainings on budget and financial processes for a limited number of staff, including staff in its transit and fire units. Furthermore, these trainings were high-level and contained only limited information on procurement. In fact, the city could provide no evidence of training anyone in its public works department on its new public works procurement requirements.

> ***"Montebello is not providing the procurement trainings we recommended in 2018."***

According to the director of finance, some of the issues we identified regarding specific procurement requirements, such as the need to obtain bids, may stem from a lack of training. He stated that the city has had some staff turnover and that many staff who have been with the city for a long time may not be familiar with all of the new requirements. Although the director of finance provided copies of emails he sent to various city departments reminding them of procurement practices, these email reminders

are not a substitute for in-depth training. Additional training for all staff involved in the procurement process would help to ensure that the city's contracts consistently comply with the municipal code and other requirements.

Although Montebello Implemented Petty Cash and Credit Card Policies, Its Staff Members Have Not Consistently Followed Them

Petty Cash

Although Montebello developed a petty cash policy in response to our 2018 audit, its staff members have not consistently adhered to it. Montebello maintains petty cash funds in several departments to reimburse staff for city-related purchases such as office supplies. In our 2018 audit, we found that Montebello's lack of strong policies regarding the use of petty cash, coupled with its poor control over these funds, allowed city staff to be reimbursed for purchases above the city's informal $100 limit and increased the risk of fraud and abuse. The State Controller's Office (State Controller) raised similar concerns about this practice in a report on Montebello in 2011. In March 2019, the city established a policy that prohibits purchases in excess of $100 unless authorized in writing, as well as prohibiting the splitting of purchases to circumvent this limit.

Nonetheless, when we reviewed the city's petty cash transactions, we found evidence of cost splitting to avoid the $100 limit. For example, in one instance, a city employee submitted two separate reimbursement forms, totaling $106, for separate transactions from the same retailer within one minute of each other. In several other instances, city employees submitted multiple petty cash requests for travel and training expenses totaling more than $100. In one such case, an individual submitted three petty cash requests—which totaled more than $100—at the same time for training expenses that took place over the course of a week. When we asked why this individual did not submit an expense claim, the deputy finance director said that the employee assigned to approve the claims may not have been properly trained on the rules—we note a lack of procurement training above—and should have directed the individual to submit a check request instead.

We also identified several petty cash purchases that were over the city's $100 limit and that did not receive approval before the city reimbursed the employees. We reviewed seven transactions that were more than $100 and found that all seven included the appropriate receipts and the finance director's or city manager's initials authorizing the petty cash use. However, in some cases, the purchases were not approved until the city had already reimbursed the employees for the expenses. Waiting until after the funds are spent to authorize a petty cash expenditure defeats the purpose of the policy, which is to ensure that employees use petty cash appropriately. If Montebello continues to allow the use of petty cash over its limit, it should ensure authorization for such expenditures before providing reimbursement.

> ***"In some cases, the purchases were not approved until the city had already reimbursed the employees for the expenses."***

Credit Cards

In 2018 we found that Montebello's lack of documented credit card policies and procedures had enabled its staff to use

city credit cards without following proper purchasing protocols. We recommended that Montebello establish a clear, written credit card policy that outlined appropriate credit card use and the payment approval process. In March 2019, the city established a credit card purchasing policy that specifies positions that will have access to a credit card and that identifies individual card and transaction limits. It also outlines the circumstances under which employees may use city credit cards.

However, we found that city management and staff have not complied with this policy, in part because the city's finance department has established individual credit card limits that exceed the amounts the policy specifies for six of the city's 15 credit cards. For example, the police department has a $10,000 credit limit even though the policy specifies a $5,000 maximum for the chief of police. Similarly, an office manager for the city manager has a credit limit of $10,000, when the policy allows for a maximum of $2,500. According to the deputy director of finance, he increased the police department's and the office manager's limits because they were too low, preventing them from making necessary purchases for their departments. However, if the city's management believes that the limits for some of the departments are too low, it should update the policy rather than circumvent it. By increasing the card limits beyond what the policy specifies, the city has increased the risk that staff will violate its procurement policies and misuse funds.

In addition to cards with excessive limits, we also identified a number of purchases that exceeded the city's credit card transaction limits and municipal code procurement requirements. For example, the credit card policy sets a credit card transaction limit of $3,000 for each of the city's six directors, as well as its fire and police chiefs. Similarly, the city's municipal code requires that purchases totaling $3,000 or more be made with a purchase order or by check, with limited exceptions. However, the police department charged nearly $3,700 in May 2021 and $5,000 in June 2021 to pay for meeting and guest rooms for training at a nearby resort. Likewise, in May 2021, the human resources director used his city credit card to pay a vendor more than $3,300 for food for an employee picnic. According to the deputy director of finance, staff were able to exceed transaction limits because he was new to the bank's online credit card system and had not realized that the transaction limits had not been properly set. He stated that he has since set the limits according to the amounts in the policy and that the system should automatically reject charges over the limits in the future.

Gifts of Public Funds

Montebello's senior management also circumvented the city's credit card policies when it split transactions and made purchases that we think constituted gifts of public funds; however, after we brought this issue to Montebello's attention, city officials raised private funds to cover the cost of the gifts. In December 2020, the human resources director, finance director, and office manager together purchased nearly $6,000 in restaurant gift cards for holiday employee appreciation, splitting the purchase three ways to avoid the limits specified in the credit card policy and in the city's municipal code. In addition, the human resources director used his city credit card to purchase approximately $1,600 in mugs for holiday employee appreciation.

Expenditures by public entities constitute improper gifts of public funds if the expenditures do not serve a public purpose and are provided without consideration. The determination of whether an expenditure serves a public purpose must be made by the governing legislative body, or in this case, Montebello's city council. Absent such a determination, city officials have no authority

to spend public funds in this manner. We reviewed the city council agendas and meeting minutes during the time leading up to the purchases and found no evidence that the city council discussed the purchase of gift cards and mugs for holiday employee appreciation or that such purchases served a public purpose. We also did not find that these purchases were connected to any of the city's purposes as set forth in its municipal code, and were provided without consideration. As such, we think these purchases violated the California Constitution, which prohibits gifts of public funds. When we brought these purchases to the city's attention, the city insisted it had not violated state law. However, on October 6, 2021, city officials provided evidence that the city had recently raised the full $7,600 from private individuals and businesses to reimburse these costs. Nevertheless, we think that at the time city officials made the decision to provide gift cards and mugs to employees, they were gifts of public funds.

Montebello's credit card policy makes both the city manager and the finance director responsible for its oversight. When these same individuals circumvent the policy, it reduces the value and authority of that policy. As of September 2021, the city is working to improve its credit card policies and processes, and provided draft documentation showing that it will ban transaction splitting, phase out departmental cards, and adjust the limits to meet current needs.

> ***"We think these purchases violated the California Constitution, which prohibits gifts of public funds."***

Absent effective oversight and accountability, the use of Montebello's credit cards has grown significantly, increasing the risk that staff could be misusing city funds. From May through July 2019, staff made about 50 purchases totaling $16,000 on average per month using the city's credit cards. However, from May through July 2021, staff used city credit cards to make purchases of more than $32,000 per month for a variety of goods and services, including travel, office supplies, subscriptions, and repairs. Further, the average number of purchases per month increased by over 150 percent—from 53 to 133.

This increase is likely in part the result of a lack of accountability for credit card use. Montebello's credit card policy authorizes specific individuals to use city credit cards with certain credit and transaction limits. Although some of these individuals do have city credit cards in their name, the city has also issued separate credit cards to its departments, making it more difficult to keep track of who is using them. Montebello also has no policy that requires staff to get approval before using the city's credit cards. According to the finance director, Montebello plans to eliminate its department credit cards and move to having only cards issued to specific individuals, who the city can then hold accountable for their spending. He also said that in light of the larger issues the city has addressed, this is a minor issue, and the city has a process to review and authorize all of the transactions from the monthly statements. Nevertheless, in our review we were able to identify an instance where a vendor charged a city credit card $3,600 for an $1,800 purchase. After we brought it to the staff's attention, the city sought and obtained a refund. Without increased oversight and monitoring, Montebello will have little assurance that staff are appropriately using city funds totaling hundreds of thousands of dollars per year.

Petty cash and credit card purchases may represent small dollar amounts at times, but the nature of these payment methods makes

monitoring them more difficult and increases the risk of fraud. Credit cards are becoming a more common way to pay for goods and services, and the GFOA acknowledges that they are convenient. Nevertheless, there have been many cases nationally of credit cards being used as a tool to commit fraud. Similarly, petty cash—because it is held as cash—is less secure than other means of payment. The finance director is correct when he says that these issues are small relative to other issues the city faces; however, their inherent risk warrants providing these transactions with adequate scrutiny.

Montebello Is Making Progress in Addressing Its Low Salaries

In 2018 we found that Montebello had trouble hiring and retaining qualified staff members because it paid low starting salaries compared with neighboring cities. We recommended that it study its staffing levels, complete a salary survey, and increase salaries as necessary. In 2020 the city council approved new salary ranges for its director positions based in part on the ranges in comparable cities. The city also signed an agreement with a consultant for a staff classification and total compensation study. The consultant presented its results to the city council in July 2021.

Montebello plans to negotiate new labor agreements based on this study. However, the cost of implementing these new labor agreements may strain the city's resources. According to the human resources director, preliminary results from the study show that Montebello's salaries are well below the market. The human resources director explained that to remedy the situation, city management is considering three-year agreements with its bargaining units to incrementally move each job classification toward market-rate salaries and total compensation. Management estimates this effort will cost about $4.5 million over three years, with ongoing costs afterwards, which will put an additional strain on the city's limited financial resources and retirement funds. However, the increased salaries should reduce the risks associated with turnover and vacancies and improve the city's ability to hire qualified staff.

Recommendations to Address These Risks

To ensure that it obtains the best value when procuring services, Montebello should do the following:

- *Create a policy by January 2022 requiring staff to document when a valid exception exists to the standard procurement requirements in its municipal code. The policy should require that staff report their rationale for using the exception to the requirements to the city council in a public meeting.*
- *Establish a policy by January 2022 that requires contracts to include a maximum value when feasible. The policy should require the city council to review and approve any agreement that binds the city financially and that does not include a maximum value.*

To ensure that its staff understand and are aware of city and state law procurement requirements, Montebello should train all staff involved in procurement regarding these requirements by April 2022 and annually thereafter.

To mitigate the risk of error or fraud, Montebello should provide training at least annually to all staff to reinforce its petty cash policy. To reduce the possibility of abuse of the city's petty cash funds, the city should prohibit petty cash reimbursements that exceed the maximum set in policy.

To reduce the risk of fraud and abuse with its credit cards, Montebello should do the following by January 2022:

- *Complete efforts to eliminate departmental credit cards and ensure that every credit card in use is issued to an individual.*
- *Adopt and adhere to a policy prohibiting splitting payments to avoid the credit card transaction limits and require city council approval for any transactions above the limits.*
- *Either adjust its credit card limits to align with its municipal code and credit card policy or update the municipal code and policy to meet its current needs.*
- *Ensure that appropriate controls are in place with the issuing bank to prevent individual transactions and total purchases from exceeding limits established in policy.*

To ensure the city does not make gifts of public funds, the city should do the following:

- *Prior to making any expenditure that benefits a city employee, city officer, or private party, the city should critically consider whether such expenditure constitutes a valid public purpose of the city, document the city council's deliberation and determination that the expenditure constitutes a valid public purpose for the city, and decline to authorize any expenditures that do not constitute a valid public purpose of the city.*
- *Revise its municipal code by December 31, 2021 to specify limitations on the types of expenditures the city will approve or authorize in the future to ensure that all city expenditures only serve a valid public purpose of the city. For example, it should prohibit the purchases of employee gifts with public funds.*
- *Obtain for the City Council and all employees authorized to make expenditures with city funds bi-annual legal and ethics training from an entity that is independent from and not affiliated with the city or the city council, such as from the Attorney General's Office or the District Attorney's Office, regarding the appropriate use of public funds and the prohibition on using public funds to make private gifts.*

We conducted this audit under the authority vested in the California State Auditor by Government Code section 8543 et seq. and according to generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives, which are identified as the risk areas specified in the Scope and Methodology section of this report. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Respectfully submitted,

ELAINE M. HOWLE, CPA
California State Auditor

October 14, 2021

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Appendix A

Scope, Methodology, and the Status of 2018 Risk Areas

In May 2018, the Joint Legislative Audit Committee (Audit Committee) approved a proposal by the California State Auditor (State Auditor) to perform an audit of Montebello under the local high-risk program. We published the results of our 2018 audit in a report titled *City of Montebello: Its Structural Deficit and Poor Operational Processes Threaten the City's Financial Stability and Delivery of Public Services*, Report 2018-802. For this follow-up audit report required by state law, we assessed the progress Montebello has made in addressing the 12 risk areas we identified in the 2018 audit.

The following table shows the 12 risk areas and the methods we used to follow up on Montebello's progress. When we identify a risk area's recommendations as *addressed*, the city implemented the recommendations we made in 2018-802; however, the area may still present some risk and require monitoring, as we describe in this report. *Partially addressed* recommendations are those where we noted that the city implemented some of our recommendations in the risk area, but not all; we provide updated recommendations in this report. *Pending* risk areas are those where the city has not taken action or the city has taken action but the results are not yet known. *Resolved* refers to those areas where we no longer consider the risk area relevant; we describe the specific reason for these decisions in the middle column of the table. We will base subsequent assessments of Montebello on the revised risk areas presented in this report.

Montebello's Risk Areas From Report 2018-802 and the Methods Used to Evaluate Its Progress in Addressing Them

	RISK AREA	STATUS OF THE 2018-802 RISK AREA AND RELATED RECOMMENDATIONS	METHOD TO EVALUATE PROGRESS
1	Montebello relied heavily on one-time revenue to balance its budget.	——— *Partially addressed* ——— We made no specific recommendations in this area in Report 2018-802 or in this report. While the city has a new revenue source and is less reliant on one-time revenue, the city's position on the local high-risk dashboard, which we describe on pages 3 and 5, indicates the city's financial condition remains an area of concern.	Evaluated Montebello's audited financial statements and budgets to determine its financial condition, including how key financial indicators for the city changed on our local high-risk dashboard.
2	Montebello had not addressed its municipal golf course's increasing debt to the city's general fund.	——— *Pending* ——— Montebello addressed our recommendations in Report 2018-802, and we do not make additional recommendations; however, because the city has not finalized its plans for the golf course, it should continue to monitor and report on this risk area.	• Assessed whether Montebello considered recommendations from a consultant it hired in 2018. • Reviewed the city's plan to remodel the golf course and add a driving range facility to assess whether it would be sufficient to eliminate the golf course's recurring deficits. • Discussed the possibility that the plans for the remodel and driving range will have to change because of changes in state law.

continued on next page . . .

	RISK AREA	STATUS OF THE 2018-802 RISK AREA AND RELATED RECOMMENDATIONS	METHOD TO EVALUATE PROGRESS
3	Montebello needed to sell its water system or secure alternative financing because necessary improvements risked burdening the city's general fund.	*Pending* As of September 2021, a decision on the sale of the water district was still pending at the California Public Utilities Commission.	Reviewed whether the city had taken action to sell its water system. We determined that the city has taken steps to initiate a sale, though the transaction must be approved by the State.
4	Montebello's retirement costs risked becoming a financial burden.	*Addressed* Although we consider this area addressed, the city will continue to experience costs related to its bonds and retirement plans and should continue to monitor those costs carefully.	Assessed risks related to the city's issuance of retirement bonds based on guidance from the GFOA, other financial experts, and the city's financial adviser.
5	Montebello's hotel bonds risked impairing the city's general fund.	*Addressed* In response to our original concern, the city indicated that it did not intend to issue new lease revenue bonds and that it would have its adviser explore ways to reduce costs related to bonds. The city refinanced some of its lease revenue bonds in 2019 in consultation with its adviser, which we conclude is in line with our recommendation to avoid new lease revenue bonds.	Reviewed the city's financial adviser's report on risks related to hotel bonds and assessed whether the city took action on any of the considerations in the report.
6	Montebello's mismanagement of hotel revenue cost the city at least $1.6 million.	*Partially addressed* We make a recommendation related to the payment of management fees with hotel revenue.	Obtained documentation on the city's outstanding unpaid management fees and interest to determine their balance.
7	Montebello did not ensure that it received the best value from its agreements with the hotel operator.	*Partially addressed* We make a recommendation related to annual reports on the hotels' performance.	Interviewed pertinent city staff and reviewed city council meeting agendas and minutes, hotel budget documents, and one hotel financial report the city prepared in response to our 2018 recommendations.
8	Montebello needed to do more to monitor the city manager's contracting activities.	*Partially addressed* We make a recommendation related to appropriate contract approvals.	Reviewed four contracts approved by the city manager from January 2019 through May 2021 and determined whether each contract amount was within the limits established by Montebello's municipal code, whether the contract contained a maximum value, and whether the city conducted the appropriate approval process for a contract of that value.

	RISK AREA	STATUS OF THE 2018-802 RISK AREA AND RELATED RECOMMENDATIONS	METHOD TO EVALUATE PROGRESS
9	Montebello did not always follow competitive bidding processes and did not adequately ensure that it received the best value for services.	——— *Partially addressed* ——— We make recommendations related to competitive bidding and procurement training.	• Reviewed four contracts from January 2019 through May 2021 and determined whether the contracts were competitively bid in compliance with the city's municipal code and if city staff documented their rationale for any sole-source procurements or procurements that deviated from the municipal code. • Reviewed two architectural and engineering contracts from January 2019 through May 2021 and assessed whether the city followed relevant municipal codes in procuring the contracts. • Reviewed two agreements from January 2019 through May 2021 that did not have maximum values attached and determined whether the city council approved each agreement and whether staff reported a maximum annual amount to the city council. • Reviewed procurement training materials and history.
10	Montebello did not address some of the deficiencies identified by the State Controller in 2011.	——— *Resolved* ——— Because the State Controller report is 10 years old and because we evaluated similar internal control issues in other areas of this report, we consider this issue area resolved and will instead follow up on Montebello's progress based on the findings highlighted in this report.	Interviewed city staff about Montebello's progress in addressing the State Controller's findings. Staff informed us that the city has not worked to specifically address some of the outstanding findings.
11	Montebello's poor control over its petty cash and its lack of credit card policies and procedures created risks for fraud.	——— *Partially addressed* ——— We make recommendations related to implementing petty cash and credit card policies.	Interviewed pertinent city staff and reviewed city council meeting agendas and minutes, petty cash and credit card policies and procedures, petty cash logs and requests, credit card statements, and supporting documentation and receipts. We judgmentally selected 10 petty cash and five credit card transactions for additional testing for compliance with city policies.
12	Montebello's lack of consistent leadership and competitive salaries reduced the effectiveness of its departments.	——— *Addressed* ——— Although we consider this area addressed, Montebello will need to monitor how salary increases may affect its financial situation.	Interviewed pertinent city staff and reviewed city council meeting agendas and minutes, a staffing survey presentation and preliminary data, and city agreements with bargaining units to support city activities in response to our 2018 recommendations.

Source: Audit records.

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Appendix B

The State Auditor's Local High-Risk Program

Government Code section 8546.10 authorizes the State Auditor to establish a local high-risk program to identify, audit, and issue reports on local government entities that are at high risk for potential waste, fraud, abuse, or mismanagement or that have major challenges associated with their economy, efficiency, or effectiveness. Regulations that define high risk and describe the workings of the local high-risk program became effective on July 1, 2015. Both the statute and regulations require that the State Auditor seek approval from the Audit Committee to conduct high-risk audits of local entities.

As we describe in our 2018 report, following an initial assessment and analysis, we sought and obtained approval from the Audit Committee to conduct an audit of Montebello in May 2018. In December 2018, we published the results of our audit, which concluded that Montebello was a high-risk entity because of the financial risks associated with its enterprise funds and long-term obligations, problematic hotel operations, contracting practices, and staffing deficiencies.

If we designate a local entity as high risk as a result of an audit, it must submit a corrective action plan. If it is unable to provide its corrective action plan in time for inclusion in the audit report, it must provide the plan no later than 60 days after the report's publication. It must then provide written updates every six months after the audit report's issuance regarding its progress in implementing the corrective action plan. This corrective action plan must outline the specific actions the entity will perform to address the conditions causing us to designate it as high risk and its proposed timing for undertaking those actions. We will remove the high-risk designation when we conclude that the entity has taken satisfactory corrective action. State law additionally requires that if the State Auditor determines that a local government entity is high risk, then the State Auditor shall issue an audit report at least once every three years with recommendations for improvement in the local government agency.

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CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

René Bobadilla, P.E.
City Manager

Arlene Salazar
Assistant City Manager

September 27, 2021

Elaine M. Howle, CPA*
California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814

RE: City of Montebello, Response to State Auditor Report 2021-807 (1)

Dear Ms. Howle:

The City of Montebello has made tremendous positive progress in improving its operations and financial standing since the release of your office's audit in December, 2018 (Report 2018-802).

The City has eliminated its $153 million pension unfunded liability, Montebello voters approved a new transaction and use tax which produced $7.6 million in new tax revenue in FY 2020-21, we have made significant progress in right-sizing and improving Golf Course operations, we have established stability of executive management and have begun addressing inequities in salaries. In addition, the City was awarded the GFOA Award for Excellence in Budgeting for the first time in its 100 year history, we refinanced hotel bonds to save millions of dollars for taxpayers, and the City updated its municipal code to address deficiencies in purchasing guidelines. Furthermore, the City created and updated myriad policies to improve internal controls, we continue to evaluate our existing policies and Municipal Code for necessary updates, and have realized many more positive accomplishments in the past two years.

I am proud of the City Council's leadership role in recognizing the importance of remedying the risk areas identified in the 2018 audit. I am also proud of the City's employees who continue to work diligently every day to continue improving Montebello's operations to ensure precious taxpayer dollars are used wisely.

The City is committed to the path of improvement, and recognizes there is concurrence with your office on some recommendations contained in Report 2021-807. However, the City does dispute certain statements and representations of facts contained in this report. The following pages present our response to Report 2021-807, and highlights those areas of disagreement with various findings and observations contained therein along with areas of agreement.

"Despite Progress in Some Areas, Montebello's Financial Stability Remains Uncertain" (2)

"Montebello's Financial Situation Declines in FY 2019-20 but It Projects Improvement Over the Next Few Years"
The City disputes several claims made in this section of Audit Report 2021-807, pp 6-9. Management does not believe the results from one fiscal year (2019-20) accurately portray the progress that has been made in moving the City closer to achieving long-term, fiscal sustainability.

1600 WEST BEVERLY BOULEVARD, MONTEBELLO, CALIFORNIA 90640-3932 / (323) 887-1200
EMAIL: rbobadilla@cityofmontebello.com WEBSITE: https://www.cityofmontebello.com/

* California State Auditor's comments begin on page 41.

The General Fund did realize a $10.756 million use of fund balance as of June 30, 2020. There are several reasons why actual expenditures (operating, capital and non-operating) were higher than revenues (operating and non-operating). There was a combination of lower than expected revenue and higher than anticipated expenditures, when compared to the adopted FY 2019-20 budget and especially when compared to the pre-pandemic fiscal year of 2018-19.

Management feels it is necessary to fully explain the sources and uses of a portion of General Fund reserves and how the expenditure of one-time excess bond proceeds (Series 2009A) increased expenses beyond revenue due to the manner in which the bond proceeds were recorded in FY 2016-17. That is, in FY 2016-17, the $4.666 million in excess bond proceeds was recorded in General Fund fund balance as "restricted" (per GASB 54 guidelines). This "one-time" revenue was then used for projects allowed per the 2009A bond indentures. The majority of these capital related expenditures occurred in Fiscal Years 2018-19 and 2019-20.

The chart below shows the change in fund balance due to the recordation of the excess bond proceeds as "restricted" fund balance in FY 2016-17:

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Nonspendable	122,474	1,380,282	1,383,212	823,582	811,985
Restrcted		4,666,731	4,666,731	4,837,801	4,666,731
Uanassigned	9,325,124	7,995,872	11,287,858	14,542,796	3,968,838
Total	**9,447,598**	**14,042,885**	**17,337,801**	**20,204,179**	**9,447,554**

Therefore, it follows that expenditures in subsequent years will exceed revenue, since the one-time revenue was recorded in FY 2016-17 and the expenditures occurred in future fiscal years. A total of $2.349 million in capital expenses related to the use of the excess bond proceeds were recorded in FY 2019-20. These capital expenses will show up in FY 2020-21 and FY 2021-22 as the remaining excess bond proceeds are spent down. In other words, General Fund reserves will continue to be drawn down in excess of ongoing revenue until the entire amount of excess bond proceeds is extinguished. However, this does not portend anything worrisome, given the deposit of the original bond proceeds in fund balance in FY 2016-17.

Because these capital expenditures happen to be recorded in the General Fund, it *appears* the City is spending fund balance in excess of revenues. That is not the case and it must be acknowledged that the excess bond proceeds bolstered General Fund reserves in FY 2016-17, and expenditures have been made against this deposit in subsequent fiscal years.

For a more accurate analysis of ongoing expenditures vs. ongoing revenue, it would make more sense to remove this restricted amount from fund balance, as well as strip out the related one-time capital expenditures, in order to better gauge revenue vs. expenditure performance. Specifically, the City disputes the statement made on page 7 of the audit: "We identified no single reason for these increases [in expenditures]; rather, the city's fiscal year 2019-20 financial statements demonstrate its struggle to balance its various spending priorities with its revenues…"

Recognizing the nature of the $2.349 million in capital expenditures in FY 2019-20 related to the one-time deposit of bond proceeds is a significant reason it appears the City is drawing down its reserves in excess of any ongoing revenue received. Once it is acknowledged this draw on reserves is related to

the expenditure of excess bond proceeds, the reduction in fund balance is not as drastic nor as worrisome.

The State Auditor refers to GFOA best practices throughout Report 2021-807. It is useful to refer to GFOA's recommendation on fund balance and their answer to the question "how much is enough?" when it comes to actual fund balance amounts. GFOA recommends that three months of expenditures should be kept in fund balance. Based on the $9.448 million in General Fund reserves at June 30, 2020, that represents two and a half months of expenditures for the City of Montebello. Another way to measure fund balance is as a percentage of revenue. In this case, the $9.448 million is 23% of FY 2019-20 actual revenues.

Management strives to increase the amount of General Fund reserves on hand. However, it must be acknowledged that the City is close to realizing the GFOA recommended "three months" amount, and exceeds the older, albeit still useful, 15% mark used to denote an "adequate" amount of reserves.

Furthermore, the negative impacts on revenue from the pandemic must be acknowledged for what they are: one-time and unpredictable reductions in sales tax, charges for services and related revenues that do not point to a "struggle to balance various spending priorities with revenues…" as the report states on page 7. The General Fund realized a drop in revenue in FY 2019-20 of $3.090 million when compared to FY 2018-19 (pre-pandemic). Furthermore, actual FY 2019-20 revenue was $1.433 million less than the adopted budget. At the time the FY 2019-20 budget was adopted (June 2019), no one could have foreseen the wide-ranging and negative impacts the pandemic would have on our economy and society.

Operating expenditures exceeded budget in FY 2019-20 by $3.444 million. The majority of this is in the public safety category. Salaries, overtime and PERS expenses in the Fire Department did exceed budgeted amounts. Management attributes this to several factors: higher than anticipated vacancy rates among sworn fire personnel which translates into higher overtime expenditures; the adopted budget not anticipating impacts of labor negotiations completed after the budget was adopted and which increased salaries beyond the original forecast; and PERS related (employer) costs which out-paced the adopted budget, again due to labor negotiations which provided sworn fire personnel salary increases which in turn increased related PERS costs.

Again, the City strongly disputes the claim on page 7 that "the city's fiscal year 2019-20 financial statements demonstrate its struggle to balance its various spending priorities with its revenues…" Quite to the contrary, the City was responding directly to a recommendation from the 2018 audit. Specifically, Risk Area 12 "Montebello's lack of consistent leadership and competitive salaries reduced the effectiveness of its departments." The ability of labor and management to agree on new labor contracts that not only increased wages but also increased the employees' contributions towards their retirement should be viewed as a positive sign in Montebello's trek towards financial stability.

Furthermore, the City unequivocally disputes that our "liquidity level [is] high risk because the general fund's balance of cash and investments was low enough that the city might have difficulty paying the costs of providing services to residents" (page 8). Not only is this statement false, it is highly inflammatory and presents the impression that Montebello has a cash flow problem.

Nothing could be further from the truth. The City's average monthly cash balance in the State's Local Agency Investment Fund (LAIF) for FY 2019-20 was $29.583 million, and was $28.542 million for FY 2020-21. The City's average monthly checking account balance in its local bank was $9.852 million in

FY 2019-20. As of June 30, 2021, the City had access to $59.061 million in cash – all having immediate liquidity. This amount represents thirty times (30x) the amount necessary to pay the City's weekly payroll and operating expenses.

How the State can make this false claim about liquidity is beyond reason. The City has more than sufficient cash flow to pay all ongoing obligations. *To make any statement to the contrary is needlessly inflammatory and the City requests the deletion of this reference from the report, in light of the evidence provided proving more than adequate cash flow necessary to pay all obligations.*

The City believes it is unfair for this report to indicate in any manner that financial indicators may be regressing (page 8). The spending of fund balance for much needed capital projects utilizing restricted and one-time bond reserves should not negatively impact the analysis of the City's overall financial position. Furthermore, the use of reserves due to the fact that a major worldwide pandemic negatively impacted its revenues seems justified.

Instead of cutting essential services to residents, the City chose to utilize fund balance to maintain services – one of the primary reasons for a City to maintain an adequate fund balance. The current management team understands it inherited the FY 2019-20 budget; a budget that admittedly could have been improved with more accurate revenue and expenditure projections and which was battered by a worldwide pandemic.

"The City Has Resolved Our Previous Concerns About Its Retirement Costs, Although Its Approach Has Created Ongoing Risk"
Page 12 of the Report states the City has borrowed "…to ensure that it has set aside sufficient funds to pay pension benefits…" This statement is incorrect – the City issued $153.4 million in Pension Obligation Bonds (POBs) to fully extinguish its Unfunded Actuarial Liability (UAL). The City did not borrow funds to ensure it has sufficient funding to pay pension benefits. Issuing POBs in order to eliminate existing UAL saved taxpayers $53 million in future interest related costs.

The City's voter approved Property Tax Override (PTO) provides sufficient revenue to pay all pension related costs: normal costs, POB debt service, and any future UAL which accrues through subsequent actuarial assumption changes. Ten years ago, the GFOA issued recommendations surrounding POBs. Management recognizes this "one-size-fits-all" recommendation may have been useful at the time. However, this policy advisory was drafted under much different market conditions, and was crafted as a response to prior POBs issued by Cities that exhibited poor financial management practices.

Similar to this outdated policy guidance is the statement on page 13 referencing a 2014 review of retirement bond issuances by Boston College researchers. Management questions the relevance of referring to this seven year old research that focused on bond issuances from the late 1990's. This leads one to ask "How is information and data on retirement bond issuances from over twenty years ago relevant to Montebello's situation in 2020?" The simple answer to that question is "it is not relevant."

The City understood the potential investment risk associated with the issuance of POBs. The point that the GFOA does not clarify is that market timing risk is inherent to any/all investments – it is not unique to POBs. Every City assumes market timing risk when it makes an investment in its portfolio or makes an Additional Discretionary Payment (ADP) to CalPERS from its reserves. CalPERS itself experienced this risk and losses to market invested pension funds during the Great Recession and stock market decline of 2009-11 Furthermore, as noted above, the City of Montebello has a dedicated property tax based

revenue stream utilized for payment of all pension related costs: normal costs, future UAL, and debt service on the POBs.

In 2018, the California League of Cities commissioned Bartel & Associates to draft a report regarding the sustainability of pension costs in California. The report also listed a number of steps that cities could take to address their UAL, which included:

- Voter-approved tax
- Bargaining Unit Concessions
- Level of Service
- Issue POBs.

The City of Montebello had taken all of these steps towards reigning in pension related costs. After careful review of the GFOA's guidelines with their financial advisor, the City (like several other California cities) determined that the guidelines were outmoded and did not take into account the impact of: GASB 68, Pension Reforms in California, as well as changes in CalPERS amortization policy, nor the applicability of a dedicated Pension Override Tax with revenue used solely for pension related costs (including POB debt service).

Furthermore, the City's Transportation Enterprise Fund accounts for 27% of miscellaneous employee related PERS costs. Prior to issuance of POBs, the Transportation Fund paid for 27% of UAL and normal cost expenses. With the POBs, the Transportation Fund continues to pay for normal costs, plus its share (27%) of debt service. The combination of PTO revenue and Transportation Enterprise Fund cost allocation further strengthens the City's ability to shield the General Fund from any risk (minor as it may be) associated with POBs.

Today, most public finance experts in California believe that Pension Obligation Bonds should be viewed as a debt "refinancing". The combination of historically low interest rates, combined with limited tools for raising revenues due to the limits of Proposition 13, have resulted in the issuance of 81 POBs totaling $7.0 Billion over the past four years.

"Montebello Continues to Make Questionable Decisions Related to Its Hotels" 3

"City Staff Have Not Provided the City Council with Financial Information About the Performance of City-owned Hotels"

The City wholeheartedly disputes the claim made on page 15 that "…the City continued to be lax in the oversight of its hotels." Again, this is a false claim that unnecessarily inflames and runs counter to the truth. The City Council – and hence the public – has received and will continue to receive information about the performance of the City's two hotels through the budget review and development process. This claim on page 15 has no merit, and creates the impression that no information whatsoever is presented concerning the hotels.

Staff includes specific updates and discussions on the two Enterprise Funds which record financial activity of the hotels (Hilton Garden Inn and Home2Suites). This information is made public during budget presentations and is included with the adopted budget. The schedules found in the City's budget document provide historical and current year revenue and expenditure performance. These budgets are easily found online at the City's website, and the schedules are included with the hard copy version of

the budget made available to City Council, staff and the community (https://www.cityofmontebello.com/department/finance/budget-financial-statements.html)

Staff stands by the statement on page 17 that "…city management believes that preparing specific reports on the performance of hotel operations is unnecessary because the City treats the hotels as it treats other enterprise funds." It is interesting that the report does not include a recommendation that the City's Transportation Enterprise Fund should also receive "special" reporting treatment. This fund has expenditures six times and three times greater than the Hilton Garden Inn and Home2Suites operations, respectively. For the report logic to be consistent, then the City should have been called out for not providing regular financial updates on its (substantially larger) Transit operations.

But that is not the case and instead the recommendation is made that two enterprise functions, in aggregate having less than half of the expenditures of the Transit Operation, should be treated differently when it comes to financial reporting. Management disputes the claim on page 17 that without specific reports prepared on the hotel operations that "the city council risks that it will not detect underperformance, errors or misstatements…" Instead, Management chooses to place its full faith and confidence in the competence of its staff to monitor each hotel's operations, in addition to the other operations which comprise the City's $172 million operation.

"The City Council Approved a Multimillion Dollar Loan for Hotel Renovations Without Properly Including it on a Council Agenda"
Once again, Managements refutes the claim made on page 17 that the City Council "*likely* violated state law when it approved a loan…" (Emphasis added). The statements made in this section present the air of a State agency declaring it knows how to manage local government affairs better than the elected City Councilmembers and appointed professional staff working for the local agency. In addition, there was no violation of the California Government Code (Brown Act) as the matter under consideration was placed on the agenda in accordance with Government Code §54954.2(b)(2) and the action to add the item to the agenda and the vote on the matter were both taken in open session.

Effectively managing a complex municipality like Montebello requires "boots on the ground" knowledge. That knowledge provides local elected and appointed officials the opportunity to make decisions that will best serve the local community. The opinion offered that the City "likely violated" state law comes from a State agency who itself is not subject to the Brown Act and who has not participated in meetings subject to the Government Code at issue. Finally, and more importantly, the City was not subject to a lawsuit or judicial determination that the City violated the Brown Act or provisions of the Government Code.

The loan to the Hilton Garden Inn is just one such instance where the local elected and appointed officials of Montebello truly know what is in the best interests of the community, and have acted accordingly. The ability to react quickly to changing conditions ultimately saved the City several millions of dollars and allowed for an important City-owned asset to be renovated and ready for re-opening post-pandemic. City officials reacted quickly in a fiscally prudent manner, authorizing an inter-fund loan necessary to upgrade the 15 year old asset. It is interesting this section of the report focuses not on the financial efficacy of this action, but on the manner in which the inter-fund loan was approved.

The City stands firm on the lawful manner in which this item was presented to the City Council and the urgency at hand in the City Council considering and approving this loan.
"Montebello Has Not Adopted a Policy to Ensure Its Payment of Hotel Management Fees"

The Report on page 20 includes a statement indicating the "current director of finance asserted that the city's existing hotel-related bond agreements already require it to pay fees when it has revenue available to do so, making an additional policy redundant." Staff continues to stand by this statement and reiterates that creating a policy that essentially mimics the existing bond indentures – which carry much more legal weight than a city policy – is redundant and unnecessary.

Current operating procedures – albeit not formally documented – are such that Montebello's accounting staff and management track and monitor any outstanding management fee amounts and work closely with existing hotel management to ensure timely payments are made. This relationship between the City and hotel management – coupled with the improvement of staff professionalism and competency and, backed by the bond indentures – provides adequate assurance that past practices will not be repeated and large unpaid management fee balances will not accrue.

Recommendations – City Staff Response
The report, beginning on page 20, offers three recommendations regarding the discussion in this section: "Montebello Continues to Make Questionable Decisions Related to Its Hotels."

- Recommendation #1 dealing with the evaluation of hotel operations recommends – at least annually – a report to the City Council on the performance of each hotel's operations. While staff believes this recommendation is already being fulfilled through the annual budget process, a second annual report can be made to coincide with the second quarter (i.e., mid-year) budget report staff makes to the City Council (and the public).

- Recommendation #2 deals with ensuring all items appear on the council meeting agenda. Staff contends this is already being done regularly, and in those rare circumstances that an item of urgency must be "walked on," the City will continue to faithfully – per State law – introduce and approve that item per guidance from its City Attorney.

- Recommendation #3 discussed creation of a policy to ensure timely payment of hotel management fees. As stated above, creation of such a policy is not necessary and would prove redundant given the existence of bond indenture instructions and standard finance operating procedures that ensure regular tracking and payment of these fees.

Montebello Has Not Fully Resolved Problems With Its Procurement Process (4)

"Montebello Has Not Followed Competitive Bidding Processes That Could Ensure It Receives the Best Value When Procuring Services"
The City disputes the statement on page 22 of the report: "…Montebello violated its municipal code by not soliciting formal bids for a large professional services contract related to its golf course." Furthermore, the claim (on page 23) that "the city knew about the need for a golf course operator well in advance of the meeting" is inaccurate. In an effort to not breach closed session regulations, Management will only say that this statement clouds the true turn of events in regards to needing an experienced and vetted golf course management company in a period of time that prevented the issuance of a formal RFP.

Staff provided the State Auditor's office with ample justification and explanation for why and how the current golf course operator was chosen. The eventual award of the golf course management contract

– and its extension – to the current operator was in the best interest of the taxpayer. The improvement in golf course operations – as evidenced by the improved revenue and expenditure results as of June 30, 2021 – should be proof enough of how the City Council acts in the best interests of the community.

The City disagrees with the representation of its procurement process related to "two large office technology and support contracts" discussed on page 25. The City's Municipal Code, specifically, Chapter 3.20.125, allows for the "piggybacking" of contracts – essentially utilizing the pricing and terms set by a formal procurement process undertaken by another public agency. The two technology and support contracts referenced on page 25 were procured through the State of California Multiple Award Schedules (CMAS) process.

The contract upon which these purchases were "piggybacked" off is specifically Contract #083116-KON. This specific contract was executed in August 2016, with an initial expiration date of October 19, 2020. A one-year extension was executed on November 12, 2019, extending the term until 2021. The audit report notes that the City's municipal code allows piggybacking "as long as the original purchase contract was the result of competitive bidding or negotiation …within two years of the original competitive bid."

While the original Contract #083116-KON was more than two years old at the time the City procured the services, the City did not improperly use the piggyback option in Chapter 3.20.125 of its municipal code. The City has noted several instances where language in its municipal code must be updated to align with current procurement processes. This is one of those instances, where the City properly used the CMAS process to procure equipment and services at the best price available. However, its municipal code is unduly restrictive in this area and actually prevents the full use of CMAS and related competitively bid contracts in order to procure goods and services at the lowest price.

Pages 25 and 26 of the report discuss the City's contract with a financial advisor firm hired to provide guidance on (potentially) multiple bond issuances in 2019 and 2020. First, the report neglects to mention a RFP was issued in August 2018 in order to solicit proposals for these services. The firm eventually chosen did provide financial advisory (i.e., municipal advisor) services for three bond issuances (December 2019 and May 2020).

The report makes a statement the "the city should have anticipated that its contract for financial advising services would far exceed $49,000." Once again the report authors present an opinion about a normative action absent actual knowledge of the situation "on the ground." Montebello issued a RFP for these services and chose a vendor to provide the services. At the time of contract engagement (early 2019), it had yet to be determined if any, let alone three, bond issues would actually come to fruition. The City properly followed its procurement process, yet because staff lacked prescient knowledge of future occurrences, the report opines that "the city would have benefited from submitting the contract to competitive bidding."

Management strongly disputes this statement and believes the report misrepresents the facts. The City properly procured the services of a financial advisor, entered into a contract, and eventually utilized this vendor for assistance on three bond issues. It should be noted that two of the bond issues saved taxpayers over $58 million in future costs related to lower interest payments and elimination of the City's pension related unfunded liability. Moreover, each bond issuance must be presented to the City Council on multiple occasions throughout the process. At each stage of bond process, the City Council was provided the opportunity to review the entire financing team (i.e., financial advisor, legal counsel,

underwriter, bond counsel, etc.). Approval of the actions necessary to eventually issue the bonds further confirmed the choice of the entire bond financing team.

The report goes on to discuss procurement trainings provided to City staff in 2018, 2019 and 2020. Management agrees that more training is always necessary, and agrees with this recommendation. However, on page 28 the report states "the city could provide no evidence of training anyone in its public works department on its new public works procurement requirements." While no formal training occurred, this statement misrepresents what happens on a regular basis: Finance staff are available to provide guidance and answer questions from operating department staff. It should be made clear that educating relevant Public Works staff did (and does) occur, even without holding formal training sessions.

"Although Montebello Implemented Petty Cash and Credit Card Policies, Its Staff Members Have Not Consistently Followed Them"

Credit Cards. The report on page 31 contains discussion about credit card limits – and the discrepancy between policy and operations. The report makes a statement that "By increasing the card limits beyond what the policy specifies, the city has increased the risk that staff will violate its procurement policies and misuse funds" (page 31). Staff disputes this conclusion, and believes the current processes in place can and do prevent the misuse of funds. In fact, this statement makes no mention of the current, existing internal policy which requires supervisor and Finance review and approval of all credit card statements (and accompanying back up, such as receipts).

Also, the inclusion of the statement on page 31 that "…staff were able to exceed transaction limits because [the deputy director] was new to the bank's online credit card system and had not realized that the transaction limits had not been properly set" makes it appear that lax controls exist. When, the very next sentence following that statement on page 31 indicates the limits have since been properly set and that "the system should automatically reject charges over the limits in the future." Clearly this minor oversight was rectified and proper (automatic) controls were put in place. Management questions the inclusion of this observation given the fact it is a non-issue and does not present a significant risk that credit cards will be misused.

The report again misrepresents facts, this time on page 33. Management questions the specious logic of the statement that "Montebello's use of its credit cards has grown significantly, *increasing the risk that staff could be misusing funds"* (emphasis added). There is no evidence whatsoever to support this conclusion. On the contrary, sufficient control procedures exist which can be reasonably expected to ferret out any errors in charges or misuse of credit cards. As noted in the paragraph above, this report makes no mention of the review and approval process currently utilized to ensure all purchases are proper and align with procurement and related policies.

The report continues with unfounded leaps of logic, stating "this increase [in credit card use] is likely in part the result of a lack of accountability for credit card use." To the contrary, in an effort to streamline small purchases, and to minimize administrative burden on both Finance and operating department staff, the use of credit cards has been knowingly and consciously expanded. The increased use has nothing to do with a "lack of accountability" as the report states; it has to do with a desire to increase efficiency and oversight. Absent any facts to support this assertion, Management strongly disagrees with this statement and finds its inclusion in the report to be inflammatory.

Management also questions the inclusion of a statement made on page 34 that is absent any context or relevance to the situation in Montebello. The report casually claims "Nevertheless, there have been many

cases of credit cards being used as a tool to commit fraud." But this is not the case in Montebello and this statement does not represent the situation in Montebello. Which leads to the question, why include this out of context and irrelevant statement in the report?

Management also finds it curious that the report often refers to GFOA recommendations and/or policy statements to make its point about how the City can do better in certain areas (i.e., see section on POBs). However, in this case, even though the report mentions "the GFOA acknowledges that they [credit cards] are convenient," the City receives no credit for having its operating practices align with a GFOA recommendation. Cherry picking when to use GFOA advice as a cudgel does not lend credence to the report. Montebello often adheres to and recognizes GFOA best practices and recommendations. In the case of utilizing credit cards, the City should receive full credit and recognition for aligning its operations to match GFOA guidance.

(5) **Gift of Public Funds.** Management strongly disputes the contention the report makes on page 32 regarding the use of city credit cards. The report declares "…we *think* [purchases made] constituted gifts of public funds" (emphasis added). The report makes reference to the California Constitution and its prohibition of gifts of public funds. However, California courts have recognized there is an exception to this when it is determined that the expenditure fulfills a public purpose. Furthermore, the determination of whether the expenditure serves a public purpose lies with the City Council. The concept of "public purpose" is liberally construed and the City's action is upheld unless it is completely arbitrary.

Furthermore, the report contains accusatory and inflammatory claims that do nothing other than personally demean the reputation of the City Manager and Director of Finance. One must ask what purpose is served by the statement: "When these same individuals violate the policy – as well as state law – they violate the trust that the city has placed in them" (page 32). The Report is not a court of law and does not have the authority to determine whether an action by the City – or its officials – was illegal. Such a determination (i) is outside the scope of their authority and (ii) fails to recognize the public purpose exception to the stated rule, especially as it relates to public employees.

Certainly, a reasonable conclusion when evaluating the substantial financial impact to California taxpayers ratified by the California Supreme Court in the *Jarvis v. Cory* (1980) 28 Cal3d 562 decision when measured against the *de minimus* cost of a coffee mug and gift card given to the City's employees cannot result in a determination that the City's holiday gesture to its valued, hardworking employees at the end of a most difficult, unpredictable and unprecedented health pandemic in the last 100 years could not and should not in good consciences be criticized by the State Auditor's Office as a gift of public funds. Such an absurd conclusion in and of itself could be viewed as a waste of taxpayers' dollars by the State Auditor's Office by expending staff time and effort attempting to manipulate a proper and lawful expenditure of public funds into an issue of substance. (The legal arguments set forth above were submitted in a detailed opinion letter from the City Attorney to the State Auditor's Office dated September 15, 2021 and is attached to this response as Attachment No. 1.)

It should be clearly noted, the City disagrees with the State Auditor's conclusion that the nominal recognition to Montebello City employees in the form of a coffee cup and $10 gift card is a "gift of public funds." However, in order to address this point, the City of Montebello has secured donations from various businesses to offset the entire amount of the cost for the recognition to our employees which totaled $7,318. Therefore, there has been no expenditure of public funds for the recognition of the City's employees' work effort during the pandemic year and no gift of public funds.

Furthermore, Management requests and requires any statement relating to a "gift of public funds" be stricken from the final report. Ample California case law exists which justify the expenditures the Report questions as "gifts of public funds." To demean the reputation of two public sector professionals with a combined forty plus years of experience is beyond the scope of the report, and such accusatory and inaccurate statements do nothing to further the progress towards improving operations or offering useful recommendations.

Recommendations – City Staff Response
The report, beginning on page 35, offers recommendations regarding the discussion in this section: "Montebello Has Not Fully Resolved Problems With Its Procurement Process."

- Recommendation #1 recommends creation of a policy by January 2022 requiring documentation of when a valid exception to standard procurement requirements is utilized. Staff agrees with this recommendation and has developed a "Sole Source Declaration" form – along with an explanatory memorandum to staff – to be used hen goods or services are procured without seeking multiple quotes or proposals (i.e., when an exception to normal procurement guidelines is sought).
    - The "Sole Source Declaration" form and related back up document have been attached to this management response (Attachment No. 2).

- Recommendation #2 recommends creation of a policy requiring contracts to have a maximum value when feasible. Management is reviewing the entire Municipal Code Chapter 3.20 *et al*. in an effort to update and make necessary and needed changes to the purchasing and procurement language. The recommendation of establishing a maximum value clause will be considered as part of the municipal code review.

- Recommendation #3 recommends training related to Recommendations #1 and #2 as well as providing petty cash training. Staff concurs with this recommendation and will schedule appropriate trainings by April 2022 and at regular intervals thereafter, but not less than once per year.

- Recommendation #4 deals with credit card use and contains four (4) distinct recommendations to be completed by January 2022: eliminate department credit cards (vs. individual employee credit cards), prohibit splitting of payments, update the credit card policy in regards to credit card limits, and ensure appropriate controls are in place with the credit card issuing bank. Staff believe all of these are reasonable recommendations and will work to implement them.

    - Staff have updated the Credit Card policy and a draft version is attached to this management response. Staff will pursue approval of the updated Credit Card policy through its standard administrative regulation process (Attachment No. 3).
    - Staff has recently inactivated all "Department" credit cards and will only issue cards to specific staff members through a documented request and approval process.

I want to once again highlight the enormous positive strides Montebello has made over the past two years in improving its operations and financial standing. The City recognizes the usefulness of some of the

observations and recommendations contained in Report 2021-807. Moreover, the City has already implemented new policy updates and made changes to operating procedures as noted in the appropriate "Recommendation" sections above.

However, the City maintains its position in regards to certain operations, and has made it clear as to which statements and observations to which it objects. Management will continue the positive movement, and looks forward to achieving lasting operational and financial stability in the near-term.

Sincerely,

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

Michael Solorza
Director of Finance

Attachment No. 1 – City of Montebello, City Attorney Opinion Letter
Attachment No. 2 – City of Montebello "Sole Source Declaration" Form
Attachment No. 3 – City of Montebello Updated Credit Card Policy

Comments

CALIFORNIA STATE AUDITOR'S COMMENTS ON THE RESPONSE FROM THE CITY OF MONTEBELLO

To provide clarity and perspective, we are commenting on Montebello's response to the audit. The numbers below correspond to the numbers we have placed in the margin of Montebello's response. During the publication process for the audit report, page numbers shifted. Therefore, the page numbers cited by the city of Montebello in its response will not correspond to the page numbers in the final published audit report.

Montebello disagreed with a number of our findings, objected to some phrasing in our report, and criticized our methodologies and staff expertise. Despite these criticisms, the city failed to provide valid support for its assertions, contradicted itself, mischaracterized some of our conclusions and presented flawed arguments. Rather than comment on all of the areas of its response that we believe are deficient or misleading we have summarized our comments according to the respective sections of our audit report. ①

The City's Financial Condition ②

In its response to the section of our report that addresses the city's financial condition, the city attempts to divert attention from the facts presented in its audited financial statements for fiscal year 2019–20. For example, while the city provides a convoluted explanation for its general fund operating deficit, the fact remains—which the city does not dispute—that its general fund spending exceeded revenues by nearly $11 million. The city also states that it has $9.45 million in general fund reserves because it inappropriately includes restricted and nonspendable amounts in its calculation. Specifically, $4.67 million of this balance is restricted to finance ongoing capital projects and cannot be used for other spending, and another $812,000 is not in a spendable form (i.e., these fund balances are tied to inventories, prepaid expenses, or property held for sale). Consequently, at the end of fiscal year 2019–20, the city had $3.97 million in actual general fund reserves, which is only enough to cover one month of expenditures. The Government Finance Officers Association, whose mission is to promote excellence in public finance, recommends that cities maintain a general fund balance sufficient to cover at least two months of operating expenses.

In addition to the city's general fund reserves, several of the city's other financial indicators regressed in fiscal year 2019–20, as we illustrate in Table 1 on page 5. For example, Montebello's ranking for liquidity in our local high-risk dashboard slipped from low risk in fiscal year 2018–19 to high risk in fiscal year 2019–20. This indicator measures a city's ability to pay its bills in the coming fiscal year. Montebello's high risk designation indicates that the city may have difficulty paying the costs of providing services to residents.

The city also takes issue with our characterization of its use of pension bonds. The city issued $153 million in pension obligation bonds and sent the proceeds to the California Public Employees' Retirement System (CalPERS) to fund existing obligations for benefits already earned by its employees. However, the city does not acknowledge that issuing new debt (pension obligation bonds) to pay existing debt (pension obligations) has inherent risks. Specifically, as we state on page 7, if CalPERS investments do not perform as well as Montebello expects, the city may find itself again in a situation where it does not have enough funds to cover the benefits it owes, in addition to having to make mandatory debt service payments on the bonds. In its response, the city asserts that it has a dedicated property tax based revenue stream for paying all pension related costs including debt service on pension obligation bonds. Nevertheless, the city's taxpayers bear the risks, and if investment growth falls below the interest rate on the bonds, the city could have to pay more for retirement expenses.

③ **Oversight of the City's Hotels**

In the city's response to the section of our report that pertains to its hotels, it fails to acknowledge that it can improve its oversight of its hotels. For example, the city reiterates that it continues to believe that preparing reports on the performance of hotel operations is unnecessary. However, as we state on page 9, without detailed information about the performance of the city's two hotels, the city council has only limited ability to make informed financial decisions to protect the city's interests. Consequently, we stand by our recommendations that city staff should routinely evaluate hotel operations by reviewing the financial information that its hotel operator is required to submit and report to the city council and the public on the performance of each of the hotels' operations, and the effect of the hotels on city finances.

In its response, the city also attempts to refute our finding that the city council likely violated state law when it approved a loan for up to $3.4 million for renovations at one of its hotels without notifying the public by putting the issue on the council agenda for public discussion and approval. The city asserts that this decision

was not the subject of a lawsuit and suggests that our office does not have the expertise to draw this conclusion. On the contrary, our office has an abundance of experience with the Ralph M. Brown Act (Brown Act) and its state equivalent. To say that we cannot reach our conclusion because we are not city officials is disingenuous at best. Finally, the absence of a lawsuit is irrelevant to whether the city followed the letter and spirit of the Brown Act. To fulfill its responsibility as the custodian of Montebello's limited resources and to provide increased transparency and opportunities for public involvement, we stand by our recommendation that the city council should ensure that it includes on the council meeting agenda all matters of fiscal policy that it will consider during a public session, as state law requires, and that it discusses these matters in a public forum.

To avoid accruing interest on hotel management fees in the future, we recommended that Montebello develop and adhere to a policy and process that requires it to pay management fees related to its two hotels in a timely manner. In its response, the city argues that such a policy is unnecessary because the city's existing hotel-related bond agreements already require it to pay these fees when it has revenue available to do so. However, as we noted in our 2018 report, the city accumulated $1.6 million in potentially avoidable interest expense because it did not promptly pay hotel management fees in spite of the requirements in the bond agreements. After the audit in 2018, the city took steps to substantially eliminate its outstanding fee obligations. However, in late 2020 the city resumed its practice of delaying some payments and as of September 2021 approximately $317,000 in deferred fees remained outstanding. Consequently, we continue to believe that the city should develop and adhere to a policy and process that reinforces the requirement that it pay management fees in a timely manner.

The City's Procurement Practices

④

In the city's response to the section of our report that pertains to its procurement practices, it argues that it did not violate its municipal code when it entered into a contract with a new golf course operator without using a competitive process. As we state on page 13, the finance director stated that the city staff believed there would be a shortage of qualified vendors, they had limited time to enter into a new contract, and there was significant public interest in ensuring the golf course remain open. However, the city made no assertion, at the time of the contract, that contracting with this operator met any municipal code criteria for foregoing a competitive bidding process. Further, as we state on page 13, by failing to follow the competitive process established in municipal code, or properly documenting the rationale for its decision to

contract with a vendor without competition, the city may have denied other potential vendors an opportunity to bid and reduced public assurance that the city received the best value for its money. In addition, as it did when it approved the hotel loan, the city council did not include the golf course contract on its published agenda for the meeting in question, in spite of knowing about the need for a golf course operator well in advance of the meeting, likely violating the State's open meeting laws.

The city also contradicts itself in its response when explaining its use of what it calls the "piggybacking" option in its municipal code—allowing it to contract for a good or service another entity had already procured using a competitive process. On the one hand, the city states it did not improperly use the piggybacking option to procure certain goods and services, while on the other, it notes that it did not adhere to its municipal code because the municipal code needs to be updated to align with current procurement processes. Thus, we stand by our recommendation on page 20, that the city should create a policy requiring staff to document when a valid exception exists to the standard procurements requirements in its municipal code, and that the policy should require staff to report their rationale for using the exception to the city council.

The city also disputes a statement in our report that the city would have benefitted from using a competitive bidding process when seeking financial advising services. As we describe on page 15 of our report, in 2019 the former city manager approved a contract for financial advising services with an estimated maximum value of $49,000 without city council approval, which the municipal code allows. However, the city later authorized more than $90,000 in compensation to its adviser, an amount that would have required the contract to go before the city council for approval. The city also asserts that our report misrepresents the facts. However, on page 15 we provide the finance director's perspective regarding the contract and specifically state that the finance director noted that it would have been difficult for the city to predict the amount of payments related to its eventual bond offerings when it first procured the adviser's contract. Further, as we state on page 15, given the adviser's role in assisting with bond transactions worth millions of dollars, the city should have anticipated that the contract for financial adviser services would far exceed $49,000. Had it done so, the city would have benefited from input from the city council. As such our conclusion is valid and we stand by our recommendations intended to improve the city's procurement practices.

In its response, the city also attempts to downplay the significance of our finding that staff do not always comply with the city's credit card purchasing policy. In spite of the processes and policies the city cites in its response, we found credit card transactions in

excess of the allowable limits and transactions that were split to avoid policy limits. In addition, we found an instance where a vendor double-billed the city for a $1,800 purchase and neither the supervisor nor the finance department caught the error. As we note on page 19, the city did not seek and obtain a refund until after we brought this issue to its attention.

Gift of Public Funds

5

We disagree with the city's contention in its response that it did not make gifts of public funds when it bought gift cards and mugs for its employees, and we did not remove the text from our report as the city requests. As we discuss in detail on page 18, we think these purchases violated the California Constitution, which prohibits gifts of public funds. When we initially brought this to the city's attention, the city insisted it had not violated state law. However, on October 6, 2021, city officials provided evidence that the city recently raised private contributions sufficient to cover the cost of the gifts. Regardless of whether the city obtained private funds, the facts at the time city officials made the decision to provide gift cards and mugs to employees remain the same and we think these were gifts of public funds.

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Nicholas Razo, Director of Human Resource and Information Technology

SUBJECT: **Adopt Resolution No. 21-93 Establishing Holidays for Employees in the City's Service for Calendar Year 2022**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the Resolution no. 21-93 establishing ten (10) holidays for employees in the City's service for the next calendar year commencing January 1, 2022, to December 31, 2022, in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

There is no fiscal impact to approve this City holiday Resolution for the calendar year 2022.

BACKGROUND

In accordance with the City of Montebello Municipal Code Section 2.60.340(A), staff presents a Resolution to the City Council annually to establish a holiday schedule to be recognized by the City. The holiday schedule applies to those employees on the annual leave accrual system and traditional vacation, sick, and holiday system.

DISCUSSION

Staff is recommending approving the Resolution establishing ten (10) holidays for employees in the City's service for the next calendar year commencing January 1, 2022, to December 31, 2022, in accordance with Section 2.60.340(A) of the City of Montebello's Municipal Code.

SUMMARY

The City Council will consider approving the Resolution establishing holidays for employees in the City's service for the next calendar year commencing January 1, 2022, to December 31, 2022.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-93 to Establish City of Montebello Holidays for Calendar Year 2021

ATTACHMENT A

RESOLUTION NO. 21-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ESTABLISHING HOLIDAYS FOR EMPLOYEES IN THE CITY'S SERVICE FOR CALENDAR YEAR COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Montebello having previously deliberated upon the holidays to be observed by the City of Montebello has determined that the following dates shall be observed holidays for the calendar year commencing January 1, 2022, and ending December 31, 2022, in accordance with Section 2.60.340(A) of the Montebello Municipal Code:

DATE	HOLIDAY
January 1	New Year's Day
January 17	Martin Luther King Jr. Day
February 21	Presidents Day
May 30	Memorial Day
July 4	Independence Day
September 5	Labor Day
November 11	Veterans Day
November 24	Thanksgiving
November 25	Day After Thanksgiving
December 25	Christmas Day

SECTION 2. That the City Council of the City of Montebello, has determined to recognize a total of ten (10) days of holiday time to those employees on the annual leave accrual system and traditional vacation, sick, and holiday system, in accordance with Section 2.60.340(C) and (E) of the Montebello Municipal Code.

SECTION 3. That the City Clerk shall certify to the adoption of this resolution and distribute copies to all department heads, and that the same shall be in full force and effect.

ADOPTED and APPROVED this 10th day of November 2021

_____

Kimberly Cobos-Cawthorne, 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. 21-93 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 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 # 21

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works/City Engineer

SUBJECT: **Adopt Resolution No. 21-89 Approving the Application for Specified Grant Funds for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-89 approving the application for Specified Grant Funds in the amount of $935,000 from the State Department of Parks and Recreation for the Rio Hondo Coastal Spreading Grounds Fence Replacement Project; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The grant funds in the amount of $935,000 are anticipated to fund the entire cost of the Project. No additional appropriations are recommended at this time. Once the City has received this funding, Staff will present a budget amendment for City Council approval.

BACKGROUND

In May 2021, the City was contacted by State Senator Bob Archuleta's office regarding an opportunity to receive a maximum of $1.0 million in grant funding for a construction project. Staff identified the replacement of the right-of-way fencing for the Rio Hondo Coastal Spreading Grounds along Bluff Road between Mines Avenue and Sycamore Street as a much needed and competitive project. A project description and estimate of $935,000 was submitted to the Senator's office as requested.

The existing fencing is the property of the Los Angeles County Flood Control District and is maintained by the Los Angeles County Department of Public Works ("LACDPW"). It consists mostly of dilapidated chain link fencing that not only contributes to blight in the area, but is also frequently damaged by vehicles and vandals creating easy points of unauthorized entry into the spreading ground property. Unauthorized entry is associated with other undesirable activities including criminal activities and illegal dumping.

The project proposes the replacement of the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the neighborhood. Prior to the submission of the funding request, City staff contacted LACDPW staff and the coordination between agencies continues. LACDPW is supportive of the proposed project and has provided direction for initiating the permitting process for the project.

Although the City was notified by the Senator's office earlier this year that the project funding was approved, State Department of Parks and Recreation recently notified the City that the grant funds would be administered through their department. The recommended Resolution is required to initiate the grant management process for the receipt of the funds. The Resolution must be submitted by December 31, 2021.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the Rio Hondo Coastal Spreading Grounds Project was found to be categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use.

SUMMARY

Subsequent to approval by the City Council of the recommended actions, staff will coordinate the execution of the requisite documents with the State Department of Parks and Recreation for the receipt of the grant funds to initiate the project delivery process. Subsequent City Council action will be sought to appropriate the funding and amend the budget as necessary.

ATTACHMENT:

A. Attachment A – Resolution No. 21-89

ATTACHMENT A

RESOLUTION NO. 21-89

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS

RECITALS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the City of Montebello, setting up necessary procedures governing applications; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of the project application before submission of said applications to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the project.

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

APPROVES THE FILING OF AN APPLICATION FOR THE RIO HONDO COASTAL SPREADING GROUNDS FENCE REPLACEMENT PROJECT; AND

SECTION 1: Approvals and Certifications.

1. Approves the filing of the project application for specified grant project; and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project; and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
5. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of November 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-89 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 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 # 22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Amendment No. 1 to Professional Services Agreement No. 3803 with West & Associates for the Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 2) – CP No. 882**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 3803 with West & Associates for the Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 2) – CP No. 882 for an additional amount not-to-exceed $46,700; and

2) Authorize the City Manager to execute Amendment No.1; and

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

FISCAL IMPACT

The Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget approved by the City Council at the June 23, 2021 meeting included a total amount of $750,000 allocated for the Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 2). The Project is funded entirely from the Road Maintenance and Rehabilitation Act Fund (RMRA/SB1) (Fund 201). The project is fully funded at this time and no additional appropriations are recommended.

BACKGROUND

On August 12, 2020, the City Council approved an agreement with West & Associates (Agreement No. 3803) for the development of Plans and Specifications for the Beach Street and Storm Drain Rehabilitation Project for a not-to-exceed amount of $201,000. The Beach Street Pavement and Storm Drain Rehabilitation Project limits are from Vail Avenue to Bluff Road and includes the removal and reconstruction of existing damaged concrete sidewalks, curb and gutters, cross gutters, concrete driveway approaches and concrete curb ramps. The project also includes cold milling and resurfacing of the existing asphalt concrete (AC) pavement, and the reconstruction of a deteriorated storm drain line, catch basins, and manholes from 4th Street to Bluff Road.

The original scope of drainage improvements included reconstruction and upsizing of the existing storm drain line from 4th Street to Bluff Road. However, the drainage study recommended the extension of the storm drain line on Beach Street to 5th Street, thus requiring a new manhole and two new catch basins. In addition, improvements are also needed at the storm drain outlet to the Rio Hondo Coastal Spreading Grounds which is owned and operated by the Los Angeles County Department of Public Works (LACDPW).

In addition, initial permit coordination with LACDPW for the replacement of the storm drain outlet resulted in additional requirements imposed by LACDPW. LACDPW is requiring the extension of the storm drain several hundred feet to the east to connect directly the concrete-lined Rio Hondo Channel. The existing storm drain outlets to the adjacent spreading ground basin which is no longer allowed.

To avoid delaying the entire project due to the additional required storm drain work, the Project was divided in two different Phases. Phase 1 is from Vail Avenue to 5th Street (no storm drain improvements) and Phase 2 is from 5th Street to Bluff Road to the Rio Hondo Spreading Grounds.

The design of Phase 1 is complete and was advertised for construction bids in September 2021. The design of Phase 2 is anticipated to be completed by February 2022 and start of construction is anticipated in April 2022.

Staff negotiated the additional fee of $46,700 with West & Associates to complete the design of Phase 2, including obtaining permits from LACDPW. This includes a fee of $29,800 to complete the design and a budget of $16,900 for construction support for Phase 2.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the Beach Street Pavement and Storm Drain Rehabilitation Project (Phase 2) was found

to be categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use.

SUMMARY

Upon the approval by the City Council of the recommended actions, staff will execute the amendment with West & Associates and coordinate the completion of the design for Phase 2 in preparation for advertisement for construction. The FY 2021-22 adopted CIP budget for this project contains sufficient appropriations to cover the additional fees from this amendment, no budget adjustment is needed at this time.

ATTACHMENT (S):

A. Attachment A – Amendment No. 1
B. Attachment B – Agreement No. 3803

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3803
WITH WEST & ASSOCIATES ENGINEERING INC.

This Amendment No. 1 to the Professional Services Agreement 3803 ("Amendment No. 1), is made and entered into this 10th day of November 2021, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and WEST & ASSOCIATES ENGINEERING INC. (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 3803 for design and engineering services to City with an Effective Date of August 12, 2020 ("Agreement"); and

WHEREAS, the Parties being mutually satisfied with each other's performance, wish to amend the Agreement for purposes of amending the scope of work for Phase 2 of the Beach Street Pavement and Storm Drain Rehabilitation Project and increasing the compensation related to the change in the scope of work contemplated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Revised Scope of Work. Paragraph 2 of Article I ("Incorporation of Recitals and other Contract Documents") is hereby stricken in its entirety and amended to read as follows (shown in **Bold**):

> **2. CONTRACTOR's March 2, 2021 "Proposal for Surveying and Engineering Design of Strom Drain Extension in Rio Hondo Channel" (Phase 2) attached hereto as Exhibit "A," and incorporated herein by this reference, including the following parts:**
>
> **a. Scope of Services**
> **b. Fee Estimate**
> **c. Completion Schedule**

SECTION 2. Compensation. Article III ("Compensation") of the Agreement is stricken in its entirety and amended to read as follows (shown in **Bold**):

ARTICLE III. COMPENSATION

City agrees to compensate Contractor the scope of work outlined in Contractor's March 2, 2021 "Proposal for Surveying and Engineering Design of Strom Drain Extension in Rio Hondo Channel" (Phase 2) and Contractor agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of Forty-Six Thousand, Seven Hundred Dollars and 00/100 Cents ($46,700.00) as detailed in Exhibit "B", unless specifically approved in advance and in writing by City.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**WEST & ASSOCIATES ENGINEERING INC.**
_____	_____
René Bobadilla, City Manager	Phillip West, P.E., QSD/P
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:
- Exhibit A – Proposal
- Exhibit B – Fee /Cost Proposal

EXHIBIT A

WEST&ASSOCIATES
ENGINEERING, INC.

March 2, 2021

James Enriquez, P.E.
Director of Public Works
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Subject: Proposal for Surveying and Engineering Design of Storm Drain Extension in Rio Hondo Channel

Dear Mr. Enriquez,

West & Associates is pleased to submit our Proposal to provide land surveying and engineering services for the extension of the existing storm drain in Beach Street into the main concrete-lined Rio Hondo Channel. We understand that this work is a permit requirement as clarified by the Los Angeles County Department of Public Works (County) in a recent conference call (dated February 18th). We also understand that these storm drain improvements will be constructed at a future date, to avoid delaying the City's pending street improvement project. For this reason, we understand that only the portion of the existing storm drain in Beach Street within the City's right-of-way (to Bluff Road) will be constructed at this time. Finally, we understand that the proposed improvements will be constructed through trenchless methods, and that the City would like to reconfigure the direction of the drilling to terminate at the levee of Basin 3W instead of at Basin 3W (as currently shown on the Plans).

Scope of Services

In accordance with our conference call with the City on February 18th, we understand that the following services are being requested by the City:

- Topographic Land Surveying in Rio Hondo Channel and Basin 3W Levee
- Preparation of Base Map (CAD File) for Engineering Design Plans
- Engineering Design of Storm Drain Improvements in the Rio Hondo Channel
- Preparation of Plans, Specifications, and Cost Estimates for Bidding
- Submittals to the County
- Permitting Coordination with the County
- Review Meeting(s) with City Including Preparation of Agenda & Minutes

We also recommend the following optional services:

- Bidding Support Services
- Construction Support Services

Fee Estimate

Our fee to provide the non-optional services outlined above is $29,800. A breakdown of our fee is provided separately. We understand that our services and fee will be provided to the City as an amendment to our existing contract for the Beach Street Pavement & Storm Drain Improvements Project. Please note that our Scope of Services and Fee is negotiable and can be adjusted based on the City's needs.

Exceptions:

- Fees Charged by the County for Surveying within the Levee or Rio Hondo (if Applicable)
- Fees Charged by the County for Plan Check & Permitting

Completion Schedule

The schedule of this work will coincide with the completion of the design of the Beach Street Pavement & Storm Drain Improvements Project. This project is anticipated to be fully designed by April, 2021. Therefore, we anticipate the following completion schedule:

1. Commence Field Survey by May 2021
2. Complete Survey Topo Base Map by June 2021
3. Submit 90% Plans to the County by July, 2021
4. County Review Complete by August, 2021
5. Submit 100% Plans by September, 2021
6. County Permitting by October, 2021
7. Final Plans to City for Bidding Purposes by November, 2021

The above schedule is subject to change based on the County's review of the submittals.

Thank you for this project opportunity. Please contact me if you have any questions.

Sincerely,

Phillip West, P.E., QSD/QSP
Principal/President
West & Associates Engineering, Inc.
(949) 716-7670 Office | (714) 728-8082 Cell
philw@westaeng.com

FEE/COST PROPOSAL

Detailed Fee Estimate

Task No.	ITEM	PM $150	ENG $130	CAD $102	SRVY $240	QA/QC $130	SEC $72	TOTAL HRS.	TOTAL $
NON-OPTIONAL WORK LISTED IN RFP									
Pt. 1 - PRELIMINARY ENGINEERING									
1	Field Survey and Prepare Digital (AutoCAD) Base Maps	6	8	20	16			50	$7,820
2	Follow-Up Coordination with LACDPW (Plan Check)	4	8				4	16	$1,928
Subtotal		**10**	**16**	**20**	**16**	**0**	**4**	**66**	**$9,748**
Pt. 2 - FINAL ENGINEERING									
1	Prepare & Submit 90% Design PS&E	12	20	24		8	6	70	$8,320
2	Prepare & Submit 100% (Final) Design PS&E	8	12	16		6	4	46	$5,460
3	Final Coordination with LACDPW (Permitting)	8	24				8	40	$4,896
4	Review Meetings (1)	3	3				1	7	$912
Subtotal		**31**	**59**	**40**	**0**	**14**	**19**	**163**	**$19,588**
Direct Costs (printing, reproduction, shipping, mileage, etc.)								N/A	$464
TOTAL NON-OPTIONAL WORK		**41**	**75**	**60**	**16**	**14**	**23**	**229**	**$29,800**

Non-Optional Work: $29,800

OPTIONAL/AS-NEEDED WORK									
1	Attend Pre-Bid Meeting	4	4					8	$1,120
2	Review/Respond to RFIs, RFCs During Bidding (Estimate of 5 RFIs)	2	6					8	$1,080
3	Prepare Addenda During Bidding (Estimate of 2 Addenda)	2	6					8	$1,080
4	Attend Pre-Construction Meeting	4	4				4	12	$1,408
5	Review/Respond to RFIs, RFCs During Const. (Estimate of 10 RFIs)	4	12					16	$2,160
6	Review Contractor's Submittals (Estimate 15 Submittals)	4	20					24	$3,200
7	Attend Construction Progress Meetings (Estimate 3)	9	9					18	$2,520
8	As-Builts/Record Drawings	4	8	12		8		32	$3,904
Subtotal		**33**	**69**	**12**	**0**	**8**	**4**	**126**	**$16,472**
Direct Costs (printing, reproduction, shipping, mileage, etc.)								N/A	$428
TOTAL OPTIONAL WORK		**33**	**69**	**12**	**0**	**8**	**4**	**126**	**$16,900**

Optional Work: $16,900

FEE/COST PROPOSAL

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Key Positions

Position	Hourly Rates
Project Manager	$150
Engineer	$130
CAD Designer (Assistant Engineer Level)	$102
Quality Assurance/Control	$130
Secretary	$72
2-Man Survey Crew	$240

Reimbursable In-House Costs

Vehicle mileage, between engineer's office and project site and/or client offices	$ 0.58/mile
Reproduction, printing, and any other services performed by subcontractor	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates are effective until the end of this contract.

PROFESSIONAL SERVICES AGREEMENT NO. 3803
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
WEST & ASSOCIATES ENGINEERING INC.
FOR DESIGN AND ENGINEERING SERVICES
(RFQ 20-2)

This Professional Services Agreement ("Agreement") is made and entered into for the above stated project this 12th day of August, 2020 ("Effective Date"), by and between the City of Montebello, a California municipal corporation ("AGENCY") and West & Associates Engineering Inc., ("CONTRACTOR"). AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred herein as the "Parties."

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY, **Design and Engineering Services** ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

AGREEMENT

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents (collectively referred herein as the "Contract 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, including any and all addenda or supplemental agreements;

2. CONTRACTOR's March 17, 2020 Proposal entitled "Beach Street Pavement and Storm Drain Rehabilitation Project (From Vail Avenue to Bluff Road)" attached hereto as **Exhibit "A"** and its various attachments including:

    a. Project Scope of Work dated July 10, 2020

b. CONTRACTOR's Fee/Cost Proposal ("Detailed Fee Estimate") dated July 10, 2020;

c. Project Schedule – Montebello Beach Street Pavement & Storm Drain dated July 10, 2020

3. Request For Qualifications (RFQ) No. 20-2 ("RFQ 20-2") for Beach Street Improvement and Storm Drain Rehabilitation Project (From Vail Avenue to Bluff Road) in the City of Montebello; and

4. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other consultants or CONTRACTORS engaged by AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the price set forth in CONTRACTOR's "Fee/Cost Proposal" dated July 10, 2020 ("Compensation") attached hereto in **Exhibit "A"**. The total amount of the compensation shall not exceed the sum of **Two Hundred and One Thousand Dollars and 00/100 Cents** ($201,000.00). AGENCY shall pay CONTRACTOR within thirty (30) days of receipt of each invoice and full acceptance of product and services by AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

Time is of the essence. The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be further determined by the Parties. An extension of the period for completion may be granted by mutual

agreement by the Parties herein for reasons outside the control of CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR 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 CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur and debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

The Parties further agree that:

A. CONTRACTOR is free from the control and direction of AGENCY in connection with the performance of the work, both under this Agreement for the performance of the work and in fact;

B. CONTRACTOR performs work that is outside the usual course of AGENCY's business; and

C. CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by AGENCY. AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to AGENCY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against AGENCY based on, arising out of, or in any way related to the services undertaken or performed by CONTRACTOR under this Agreement regardless of responsibility for negligence. In addition, CONTRACTOR shall defend, indemnify, and hold harmless AGENCY, from and against any and all claims, liabilities and losses whatsoever, including reasonable attorney's fees and related costs and expenses, occurring or resulting from any action attributable to any and all persons, firms, or corporations employed or contracted by CONTRACTOR or its sub-contractors in connection with the services under this Agreement, regardless for responsibility for negligence.

ARTICLE X. Insurance

A. Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

   i. **Commercial General Liability Insurance** using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than One Million Dollars and 00/100 Cents ($1,000,000.00) per occurrence for all covered losses and no less than Two Million Dollars and 00/100 Cents ($2,000,000.00) general aggregate.

   ii. **Automobile Liability Insurance** for owned, hired and non-owned vehicles utilized by Consultant, its employees or subcontractors, in the amount of One Million Dollars and 00/100 Cents ($1,000,000.00) per accident for bodily injury and property damage. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a

non-owned auto endorsement to the general liability policy described in the preceding subsection. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

iii. **Workers' Compensation** insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars and 00/100 Cents ($1,000,000.00) per accident for all covered losses.

iv. **Professional Liability or Errors and Omissions Insurance** as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars and 00/100 Cents ($1,000,000.00) per claim and Two Million Dollars and 00/100 Cents ($2,000,000.00) in the aggregate. The policy must "pay on behalf of the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to AGENCY.

E. CONTRACTOR shall submit to AGENCY (i) insurance certificates indicating compliance with the minimum insurance requirements above, and (ii) insurance policy endorsements indicating compliance with any other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".

F. CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its

officers, officials, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. CONTRACTOR agrees that if it does not keep the aforesaid Insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

ARTICLE XI. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. 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.

12.1 **Material Breach**. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

12.2 **Non-Material Breach**. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

12.3 **Failure to Cure**. In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

12.4 **Termination for Convenience**. AGENCY shall have the option, at its sole discretion and without cause to terminate this Agreement for AGENCY's convenience at any time by providing CONTRACTOR ten-days' (10-days') written notice.

12.4.1 Upon receipt of such notice of Termination for Convenience, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities.

12.4.2 AGENCY shall pay CONTRACTOR its reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter,

CONTRACTOR shall have no further claims against AGENCY under this Agreement.

12.4.3 All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights AGENCY is entitled to, shall become AGENCY property upon the date of termination. Further, CONTRACTOR agrees to execute any documents necessary for AGENCY to perfect, memorialize, or record AGENCY's ownership of any and all rights provided herein.

12.5 Upon the valid termination of this Agreement as provided under this Article, AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for goods and/or services CONTRACTOR had completed/delivered as of the date of termination, less the amount of all previous payment with respect to the Compensation; provided that CONTRACTOR received AGENCY's Notice to Proceed (as defined in Section 12.5.1 below) before such goods/services were completed/delivered.

12.5.1 The Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of either party.

12.6 **Expiration**. This Agreement shall expire upon full payment of the Compensation by AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded.

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-consultants 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.

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second (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:

To AGENCY:

City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
Attention: James Enriquez, Director of Public Works
Phone: (323) 887-4640
Email: jenriquez@cityofmontebello.com

To CONTRACTOR:

Phillip West, P.E., QSD/P
West & Associates Engineering Inc.
78 Anacapa Court
Foothill Ranch, CA 92610
Phone: (949) 716-7670
Email: philw@westaeng.com

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California. The venue for any litigation shall be the County of Los Angeles, California. The

Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement

ARTICLE XIX. Entire Agreement

This Agreement and the aforementioned Contract Documents shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective the first date written above ("Effective Date"). This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

ARTICLE XXI. Survival

The Parties' obligations under Article VII [Confidentiality], Article VIII [Compliance with State and Local Laws], Article IX [Indemnification], and Article XVIII [Governing Law], will survive the Termination or Expiration of this Agreement.

ARTICLE XXII. Force Majeure

Neither AGENCY nor CONTRACTOR shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, pandemics (including COVID-19), quarantine restrictions and related government restrictions, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

CITY OF MONTEBELLO
("AGENCY")

René Bobadilla, City Manager

Date: 8/12/2020

West & Associates Engineering Inc.
("CONTRACTOR")

Phillip West, President

Federal Tax Identification No. _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed.

CITY OF MONTEBELLO
("AGENCY")

René Bobadilla, City Manager

Date: _____

West & Associates Engineering Inc.
("CONTRACTOR")

Phillip West, President
Federal Tax Identification No. 81-5259524

Date: 08/06/20

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT A

CONTRACTOR PROPOSAL

SCOPE OF WORK

Scope of Work

We acknowledge the tasks described in the RFP. Our proposed Scope of Work will include **the entirety of the Scope described in the RFP**. For clarity purposes, we have consolidated the Scope of Work into the following major categories:

1. **Phase I – Preliminary Engineering Services**
   - *Data Collection, Surveying, Base Map*
   - *Plans, Specifications, & Estimates*

2. **Phase II – Final Engineering Services**
   - *Plans, Specifications, & Estimates*
   - *Permitting with LA County Dept. of Public Works*

3. **Phase III – Bidding and Construction Support**
   - *Bid Support & Construction Support*
   - *As-Builts (Record Drawings)*

We believe that the scope of work described herein provides the **best possible services** for your needs.

Phase I – Preliminary Engineering Services

Task 1 - Preliminary Project Administration, Coordination, and Initial Research

1. Conduct a Kickoff Meeting with City staff in order to review and/or edit the Scope of Services, discuss the technical specifics of the project, develop and/or refine the project schedule, introduce key staff members, and learn the organization structure of the City project team.

    a. Based on the Kickoff Meeting, we will establish coordination criteria that best fits City staff needs.

2. Implement Quality Control methods to ensure quality of design and quality of services.

3. Coordinate with the Los Angeles County Department of Public Works (LACDPW) to establish permitting criteria.

4. Conduct additional site investigations as necessary to familiarize ourselves further with the project site.

Task 2 - Data Collection, Technical Research, and Topographic Survey

1. Conduct utility research within the project area, including research of all applicable utility company records.

2. Conduct research of all available land/property records and/or survey records to verify the existing right-of-way and survey monuments for the project area and confirm ownership of the right-of-way, if necessary.

3. Review all applicable City-furnished as-builts and other record information specific to the project, including as-built drawings, maintenance/repair records, meter information, CCTV records, etc. The intent of this subtask is to better understand age, size, material, and condition of infrastructure.

4. Conduct a topographic field survey and prepare digital file in CAD (AutoCAD) for preparation of plans. All surface features for all utilities within the survey area will be located including valve covers, meter boxes, manholes, vaults and other facilities. The basis of the vertical datum will be the most recent bench mark elevations as shown in the National Geodetic Vertical Datum of 1929 (NGVD29). Submit a check copy of field survey in electronica format (CAD format as well as Shape File format) utilizing the Government Standard for Data Collection Fields.

5. Conduct a geotechnical (pavement coring) investigation to determine the existing pavement and base thickness, sub-grade soil type and evaluation of the structural section's condition. This will include field borings within and adjacent to the well site.

    a. Conduct laboratory testing of corings
    b. Prepare technical report

6. Conduct a hydrology study to determine the appropriate pipe size to replace the existing storm drain in Beach Street.

    a. Prepare a letterhead report summarizing the results of the study and provide the City with a recommended pipe size.
    b. Meet with the City to confirm pipe size prior to proceeding with preparation of plans for the storm drain.

Task 3 – 1st Submittal (60%) Construction Documents

1. Prepare 60% design plans, specifications and cost estimates (PS&E's) in accordance with the approved criteria as outlined in the Kickoff Meeting and as discussed further with City staff.

    a. The 60% Plans will be prepared using current City Standards, other agency standards where applicable, and good engineering practice.

    b. The total sheets of the 60% Plans will be determined during the design. At this time, we anticipate the following sheets will comprise the Proposed Plans:

Sheet Title/Name	No. of Sheets
Title Sheet	1
Plan View or Plan + Profile View (1"=20')	13
Traffic Striping	4
Details	2
Traffic Control (Phasing)	2
Total Sheets	**22**

    c. The 60% Specs will be prepared in accordance with City Standards and will be arranged in either the CSI Spec format, the Greenbook format, or another appropriate format.

    d. Cost estimates will be prepared using recent bids, manufacturers pricing, information from contractors, and/or cost index data published by professional sources

2. Submit the 60% PS&E to City staff for review. The submittal will include hard copies of full size (36x24) plan sets and electronic copies (PDFs) of the Plans.

3. Meet and/or coordinate with City staff to receive input on the 60% PS&E.

4. Coordinate with LACDPW for general coordination and permitting needs.

Phase II – Final Engineering Services

Task 4 – 2nd Submittal (90%) Construction Documents

1. Prepare 90% design plans in accordance with the 60% PS&E comments received.

2. Submit the 90% Plans to City staff for review. The submittal will include hard copies of full size (36x24) plan sets and electronic copies (PDFs) of the Plans.

3. Meet and/or coordinate with City staff to receive input on the 90% PS&E.

4. Coordinate with LACDPW for general coordination and permitting needs. Obtain approval of design and permits as necessary. It is estimated that the design of storm drain will extend into the westerly spreading grounds. Extension into the main channel is not estimated under this task.

5. Conduct utility potholing. This includes development of a potholing location plan for approval by City staff. About twelve (12) potholes will be assumed for this project. Potholing can be performed either near the beginning or end of this subtask.

Task 5 – Final (Bid-Ready) Construction Documents

1. Prepare Final (bid-ready) design plans, specifications and estimate of probable costs (PS&E's) in accordance with the 90% PS&E comments received.

2. Submit the Final PS&E to City staff for their use in advertisement/bidding. The submittal will include hard copies of full size (36x24) plan sets (Signed Mylars), hard copies of the Specs (Signed Specs), hard copies of the cost estimate, and electronic copies (PDFs) of the Plans, Specs, and Cost Estimate on a flash drive. All final documents will be signed/stamped by a Professional Engineer.

Phase III – Bidding & Construction Support

Task 6 – Bidding Phase Services

1. Attend Pre-Bid meeting.

2. Assist City staff in responding in writing to any contractor's questions (RFI's) during bidding. We assume that a total of ten (10) RFIs will be required.

3. Assist the City in the preparation of any addenda. We assume that up to two (2) addenda may be required.

4. Assist the City in the evaluation of bids, including the preparation of bid tabulations.

Task 7 – Construction Phase Services

1. Attend the Pre-Construction Meeting.

2. Assist City staff in responding in writing to any contractor's questions (RFI's) during construction. We assume that a total of twelve (12) RFIs will be required.

3. Assist City staff in reviewing shop drawings, samples, equipment specifications and other submittals. We assume that approximately twenty-five (25) submittal reviews for purposes of this proposal.

4. Assist the City in attending construction progress meetings.

Task 8 – As-Built Preparation

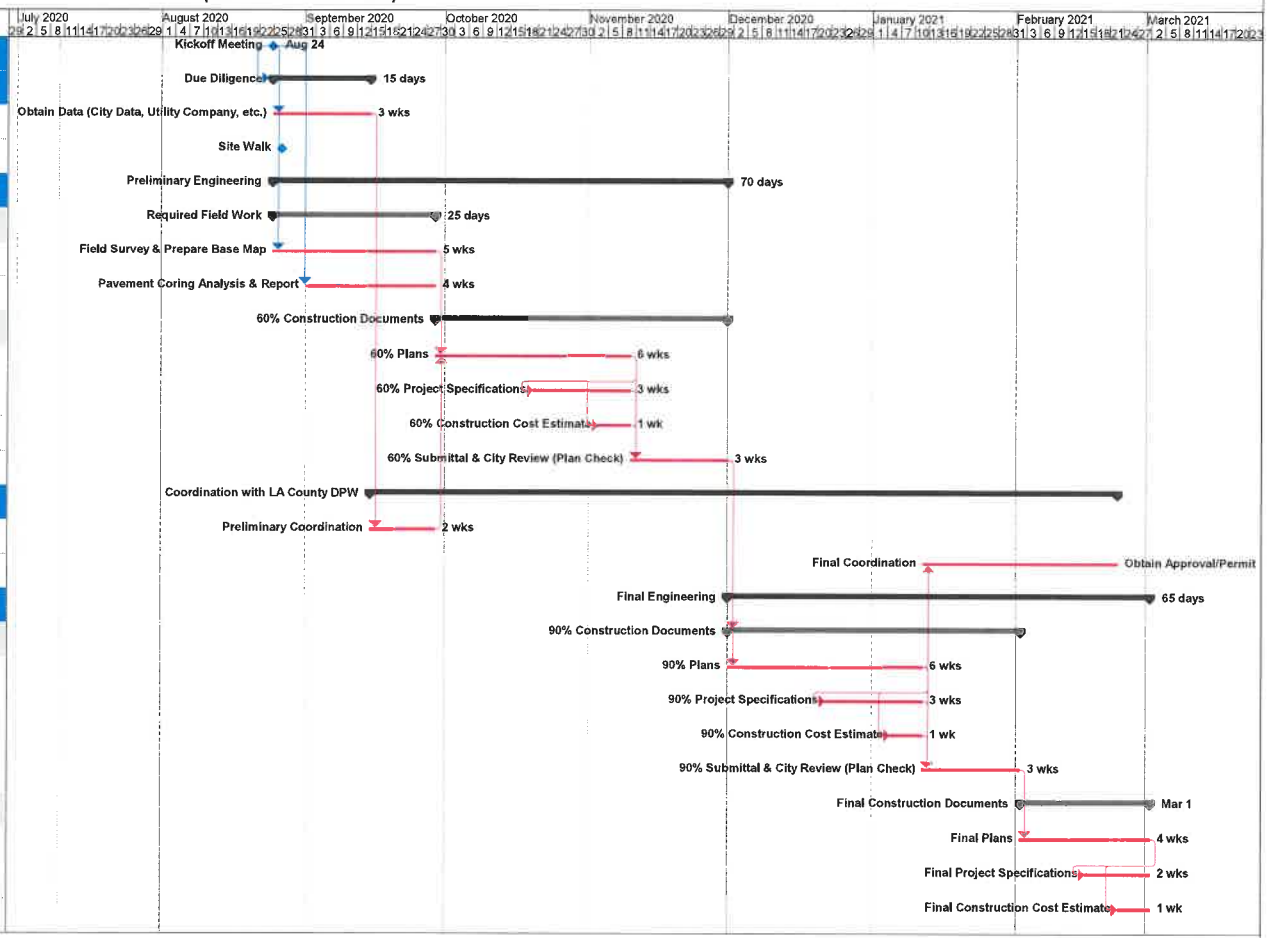
1. Prepare final As-Built drawings incorporating any changes that occurred during the construction. We will submit one (1) full size (36x24) hard copy of the as-built drawings to the Project Manager along with one (1) electronic copy on a flash drive. The flash drive will contain both PDF and AutoCAD versions of the as-built plans.

Project Schedule

We have included our project schedule to complete the Design (Final PS&E) later in this section in MS Project format. The schedule is based on a Kickoff Meeting date of August 24, 2020. This Kickoff Meeting date is based on an estimated City Council award date in mid-August 2020 (in accordance with our conversations with the City). We show completion of the Final PS&E by March 1, 2021, which accounts for coordination time with LA County for the storm drain connection to the spreading grounds. This schedule also allows for two (2) City review (plan check) periods lasting for a total of three (3) weeks each (6 weeks total).

City of Montebello
Beach Street Pavement & Storm Drain Rehabilitation Project
(Vail Ave to Bluff Road)

ID	Task Name	Duration	Start	Finish
1	**Kickoff Meeting**	1 day	Mon 8/24/20	Mon 8/24/20
2	**Due Diligence**	15 days	Tue 8/25/20	Mon 9/14/20
3	Obtain Data (City Data, Utility Company, etc.)	3 wks	Tue 8/25/20	Mon 9/14/20
4	Site Walk	1 day	Thu 8/27/20	Thu 8/27/20
5	**Preliminary Engineering**	70 days	Tue 8/25/20	Mon 11/30/20
6	**Required Field Work**	25 days	Tue 8/25/20	Mon 9/28/20
7	Field Survey & Prepare Base Map	5 wks	Tue 8/25/20	Mon 9/28/20
8	Pavement Coring Analysis & Report	4 wks	Tue 9/1/20	Mon 9/28/20
9	**60% Construction Documents**	45 days	Tue 9/29/20	Mon 11/30/20
10	60% Plans	6 wks	Tue 9/29/20	Mon 11/9/20
11	60% Project Specifications	3 wks	Tue 10/20/20	Mon 11/9/20
12	60% Construction Cost Estimate	1 wk	Tue 11/3/20	Mon 11/9/20
13	60% Submittal & City Review (Plan Check)	3 wks	Tue 11/10/20	Mon 11/30/20
14	**Coordination with LA County DPW**	115 days	Tue 9/15/20	Mon 2/22/21
15	Preliminary Coordination	2 wks	Tue 9/15/20	Mon 9/28/20
16	Final Coordination	6 wks	Tue 1/12/21	Mon 2/22/21
17	**Final Engineering**	65 days	Tue 12/1/20	Mon 3/1/21
18	**90% Construction Documents**	45 days	Tue 12/1/20	Mon 2/1/21
19	90% Plans	6 wks	Tue 12/1/20	Mon 1/11/21
20	90% Project Specifications	3 wks	Tue 12/22/20	Mon 1/11/21
21	90% Construction Cost Estimate	1 wk	Tue 1/5/21	Mon 1/11/21
22	90% Submittal & City Review (Plan Check)	3 wks	Tue 1/12/21	Mon 2/1/21
23	**Final Construction Documents**	20 days	Tue 2/2/21	Mon 3/1/21
24	Final Plans	4 wks	Tue 2/2/21	Mon 3/1/21
25	Final Project Specifications	2 wks	Tue 2/16/21	Mon 3/1/21
26	Final Construction Cost Estimate	1 wk	Tue 2/23/21	Mon 3/1/21



FEE/COST PROPOSAL

Detailed Fee Estimate

Task No.	ITEM	PM $150	ENG $130	CAD $102	SRVY $240	QA/QC $130	SEC $72	TOTAL HRS.	TOTAL $
NON-OPTIONAL WORK LISTED IN RFP									
Pt. 1 - PRELIMINARY ENGINEERING									
1	Kickoff Meeting Including Prepration of Agenda & Minutes	6	6				4	16	$1,968
2	Data Collection, Review, and Site Investigations	5	6	4				15	$1,938
3	Utility Coordination (Obtain Data)	4	8				12	24	$2,504
4	Field Survey and Prepare Digital (AutoCAD) Base Maps	8	12	60	154			234	$45,840
5	Conduct Hydrology Study for Sizing of Storm Drain	8	24			6		38	$5,100
6	Preliminary Coordination with LACDPW	4	12				4	20	$2,448
7	Review Meetings (1)	4	4				4	12	$1,408
Subtotal		**39**	**72**	**64**	**154**	**6**	**24**	**359**	**$61,206**
Pt. 2 - DESIGN/PREPARATION OF PLANS									
1	Prepare & Submit 60% Design PS&E	30	80	90		16	8	224	$26,736
2	Prepare & Submit 90% Design PS&E	24	60	80		12	8	184	$21,696
3	Prepare & Submit Final Design PS&E	16	24	30		8	6	84	$10,052
4	Follow-Up Utility Coordination (Confirm Data)	4	12				8	24	$2,736
5	Final Coordination with LACDPW (Plan Check & Permitting)	8	40	8			8	64	$7,792
6	Review Meetings (2)	8	8				4	20	$2,528
Subtotal		**90**	**224**	**208**	**0**	**36**	**42**	**600**	**$71,540**
Pt. 3 - BIDDING/CONSTRUCTION SUPPORT									
1	Attend Pre-Bid Meeting	4	4					8	$1,120
2	Review/Respond to RFIs, RFCs During Bidding (Estimate of 10 RFIs)	4	8					12	$1,640
3	Prepare Addenda During Bidding (Estimate of 2 Addenda)	4	6					10	$1,380
4	Attend Pre-Construction Meeting	4	4				4	12	$1,408
5	Review/Respond to RFIs, RFCs During Const. (Estimate of 12 RFIs)	8	16					24	$3,280
6	Review Contractor's Submittals (Estimate 25 Submittals)	8	24					32	$4,320
7	Attend Construction Progress Meetings (Estimate 3)	10	10					20	$2,800
Subtotal		**42**	**72**	**0**	**0**	**0**	**4**	**118**	**$15,948**
Pt. 4 - AS-BUILTS									
1	As-Builts/Record Drawings	4	8	12		8		32	$3,904
Subtotal		**4**	**8**	**12**	**0**	**8**	**0**	**32**	**$3,904**
Direct Costs (printing, reproduction, shipping, mileage, etc.)								N/A	$2,402
TOTAL NON-OPTIONAL WORK		175	376	284	154	50	70	1,109	$155,000

Non-Optional Work: $155,000

	SUBCONSULTANT WORK								
1	Pavement/Geotechnical Investigation (14 Corings & Technical Report)							N/A	$28,000
2	Utility Potholing (12 Utility Potholes & Summary Reports)							N/A	$18,000
Subtotal		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$46,000**
TOTAL FOR SUBCONSULTANT WORK		0	0	0	0	0	0	0	$46,000

Subconsultant Work: $46,000

FEE/COST PROPOSAL

HOURLY RATE CHART AND EXPENSE REIMBURSEMENT SCHEDULE

Key Positions

Position	Hourly Rates
Project Manager	$150
Engineer	$130
CAD Designer (Assistant Engineer Level)	$102
Quality Assurance/Control	$130
Secretary	$72
2-Man Survey Crew	$240

Other Positions

may not apply to this project

Position	Hourly Rates
Structural Engineer	$175
Electrical Engineer	$175
Landscape Arch.	$150

Subconsultants*

Position	Typical Rates
Geotechnical Pavement Coring & Tech. Report (per Coring Up to 2.5 ft.)*	$2,000*
Potholing (Typ. Subconsultant costs per Pothole)*	$1,500*

***Subconsultant Activity. Price may vary depending on number of potholes/borings.**

Reimbursable In-House Costs

Vehicle mileage, between engineer's office and project site and/or client offices	$ 0.58/mile
Reproduction, printing, and any other services performed by subcontractor	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates are effective until December 31, 2020 or until the end of this contract.

ITEM # 23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve the Purchase and Installation of Flooring at the Police Department Headquarters through a California Multiple Award Schedules (CMAS) Agreement**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the purchase and installation of flooring for the Police Department Headquarters by Mohawk Commercial, Inc. in an amount not-to-exceed One Hundred Seventy Two Thousand Two Hundred and Sixty Dollars ($172,260); and

2) Authorize the City Manager to execute a Purchase Order on behalf of the City utilizing California Multiple Award Schedules (CMAS) Contract No. 4-20-00-0085C; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $172,260 in Account 100-99-929-7115-100.399.47 (General Fund, Taylor Ranch, Building Improvements, Police Department Building and Technology Project); and

4) Take such additional, related, actions that may be desirable.

FISCAL IMPACT

The total not-to-exceed cost for the purchase and installation of flooring at the Police Department Station is one hundred seventy-two thousand two hundred and sixty dollars ($172,260). The Fiscal Year 2019-20 Capital Improvement Program (CIP) Budget appropriated former Redevelopment Agency (RDA) excess Bond proceeds (Series 2009A) to fund improvements at City Hall, the Police Department Headquarters and Fire

Station 55. Per the originating bond documents, the Police Department Headquarters is in the former RDA project area, allowing for expenditure of the excess bond proceeds on needed improvements throughout the building.

The Fiscal Year 2021-22 budget must be amended to increase appropriations by $172,260 in Account No. 100-99-929-7115-100.399.47 (General Fund, Taylor Ranch, Building Improvements). While the original project was approved in the FY 2019-20 CIP budget, the funds must be appropriated in this particular account for the current fiscal year.

BACKGROUND

On August 28, 2019, the City Council of the City of Montebello ("City") approved the Fiscal Year 2019-20 Capital Improvement Program (CIP) Budget which authorized the expenditure of former RDA Bond proceeds (Series 2009A) for building and technology improvements. As part of that CIP Project budget, a total of $2,785,182 was appropriated for building and technology improvements within the former RDA project areas, which include City Hall, the Police Department, Henry Acuna Park and Fire Station 55.

Staff has programmed the aforementioned excess Bond proceeds to make needed building repairs and improvements in various City departments. Projects and improvements that have been completed or that are currently in progress include full roof replacement at City Hall, heating, ventilation and air conditioning (HVAC) ducting upgrades/replacement in renovated office spaces, City Hall East Conference Room renovation and technology upgrades, the addition of City Council office space, reconfiguration of the Community Development, Finance and Human Resources Departments, Police Department improvements, Fire Station 55 improvements, interior painting, carpet replacement and the relocation of the Recreation and Community Services Department, Administration Department, IT Division, and the Fire Department Administration Division.

The recommended improvements include upgrades to the Police Department Headquarters building. The flooring in the Police Department is in need of replacement. This project will include flooring replacement for the first floor of the Police Department, the elevator lobby, evidence areas, the squad room, the shooting range lobby, the men and women's locker rooms, and stairwells. The project will include moisture mitigation for new flooring and the disposal of the old flooring.

The purchase of flooring will utilize CMAS Contract No. 4-20-00-0085C with Mohawk Commercial, Inc. CMAS agreements are awarded and administered by the State of California, Department of General Services, Procurement Division, in accordance with Public Contract Code Sections 10290 et seq. and Section 12101.5. CMAS agreements are established using products, services, and prices from already existing, competitively

assessed multiple award agreements primarily from the Federal General Services Administration (GSA) multiple award schedule program. These agreements can be utilized by California state and local government agencies under delegated authority from the Department of General Services. Use of CMAS contracts is in accordance with Montebello Municipal Code Chapter 3.20.125 Piggybacking Purchasing Agreements.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the recommended improvements are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use.

SUMMARY

The City Council will consider approving the purchase and installation of flooring for the Police Department Station by Mohawk Commercial, Inc. in an amount not-to-exceed one hundred seventy-two thousand two hundred and sixty dollars ($172,260), authorize the City Manager to execute a Purchase Order on behalf of the City utilizing CMAS Contract No. 4-20-00-0085C. Staff is also requesting amendment of the FY 2021-22 budget, increasing appropriations by $172,260 in Account No. 100-99-929-7115-100.399.47 (General Fund, Taylor Ranch, Building Improvements, Police Department Building and Technology Project).

ATTACHMENT:

A. Attachment A – Mohawk Cost Proposal

ATTACHMENT A

MOHAWK®

DUNS # 13 384 75 12 | TID # 58 217 3403 | CAGE CODE # 6SMH5

September 8, 2021

Turnkey Control # TLH03424

RE: FLOORING PROPOSAL FOR:

TLH03424 Montebello PD 1st Flr for Areas Corridors - Replace VCT with LVT
Elevator Lobby - Replace VCT with LVT
101, 102, 103, 104, 105 Evidence Areas - Replace VCT with LVT
110 Squad Room - Replace carpet with Carpet Tile
120 Explorers - Replace carpet with Carpet Tile
160 Shooting Range Lobby - Install LVT over concrete
Men & Women's Locker Rooms - Replace VCT with LVT
Locker Room Sleep Rooms - Replace carpet with LVT
Two Stairwells - Replace rubber treads and tile with New Rubber Treads & Tile
Does not include stairwell near elevators

Mohawk Commercial, Inc. - CMAS 4-20-00-0085C (CMAS Term Dates 02/11/2020 through 10/11/2023)

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM		Unit Price		Line Total
24"x24" Carpet Tiles-- Style TBD	TBD	TBD	200.00	SY	@	$ 19.76	$	3,952.00
LVT--Style TBD	TBD	TBD	9,600.00	SF	@	$ 4.22	$	40,512.00
CRW03 4" Rubber Cove Base	TBD	TBD	3,120.00	LF	@	$ 0.59	$	1,840.80
CRW03 6" Rubber Cove Base	TBD	TBD	288.00	LF	@	$ 1.02	$	293.76
True Round Rubber Tiles	TBD	TBD	270.00	SF	@	$ 6.93	$	1,871.10
Rubber Treads Round	TBD	TBD	240.00	LF	@	$ 15.42	$	3,700.80
Tread & Riser w/VisStrip	TBD	TBD	60.00	LF	@	$ 15.42	$	925.20
Enpress - Pressure Sensitive Releasable for EcoFlex ICT, NXT and AIR Carpet Tile and Plank (80%RH and 9pH) - (4 gal)			2.00	EA	@	$ 96.94	$	193.88
Payment/Performance Bonds			170.00	EA	@	$ 7.16	$	1,217.20
M99 High Moisture Adhesive 4-gallon (800sf-1040sf per pail)			14.00	0	@	$ 170.70	$	2,389.80
M45 Cove Base Adhesive Cartridge 30oz. (75lf-100lf)			40.00	EA	@	$ 3.93	$	157.20
MID PACIFIC AND NORTHWEST REGION 4 Prevailing Wages Labor Price Grid								
Installation Carpet Tile			197.00	SY	@	$ 7.27	$	1,432.19
Removal of Carpet			218.00	SY	@	$ 2.29	$	499.22
Removal/Disposal Resilient Flooring			8,577.00	SF	@	$ 1.51	$	12,951.27
Carpet Disposal			218.00	SY	@	$ 1.21	$	263.78
Installation of Luxury Vinyl Tile (Planks or Squares)			9,591.00	SF	@	$ 1.81	$	17,359.71
Installation of Rubber Tile			257.00	SF	@	$ 1.50	$	385.50
Conventional Furniture Moving (Light)			200.00	SY	@	$ 2.41	$	482.00
Moisture Testing			3.00	EA	@	$ 284.59	$	853.77
Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown			3,032.00	LF	@	$ 1.21	$	3,668.72
Install Base, Std. 6-Inch Vinyl/Rubber Blend, Black/Brown			228.00	LF	@	$ 1.50	$	342.00
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			1,350.00	SF	@	$ 0.31	$	418.50
OPEN MARKET (NSP) ITEMS (LABOR):								
Install 6' Rubber Treads			300.00	LF	@	$ 6.52	$	1,956.00
Furnish Ardex MC Rapid			36.00	EA	@	$ 477.47	$	17,188.92
Moisture Mitigation which includes grinding Concrete & Apply Apoxy Moisture Coating			9,000.00	SF	@	$ 4.48	$	40,320.00
Care Charge (California Only = $0.35/SY Carpet Shipped)			200.00	SY	@	$ 0.35	$	70.00
Freight			1.00	EA	@	$ 1,000.00	$	1,000.00
						Subtotal	**$**	**156,245.32**
						Estimated Sales Tax	$	16,015.15
						TOTAL	**$**	**172,260.47**

NOTES:

1. Based on field measure by: Custom Craft Flooring
2. Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
3. MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
4. Installation of floor coverings are for direct glue down installation and include installation of floor covering and minor floor prep, defined as filling of minor gaps and voids no larger than 1/8"x1/8" and sweeping and are based on a clean and clear floor.
5. Mohawk Commercial, Inc., License Number CA 988270. DIR Number 1000025095.

Mohawk
160 South Industrial Blvd.
Calhoun, GA 30701

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Trip Charges/Phasing	Mats
Protection of Floors	Preformed Corners	Moisture Testing and Abatement	Stair Materials
Resilient Flooring	Special Delivery/Equipment		Furniture Moving
Border Carpet	Union Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)
* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Sincerely,

Tammy Land
MohawkOne Project Manager

Phone 706-624-2428
Fax 706-422-6838
Email tammy_land@mohawkind.com
Cell 706-260-6550

cc Ian Zavala

ITEM # 24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph Palombi, Director of Planning and Community Development Director
Arnold M. Alvarez-Glasman, City Attorney
Christopher G. Cardinale, City Attorney's Office

SUBJECT: **Consideration of a "Sole Source" Determination in Anticipation of Awarding a Design-Build Contract for the Montebello Golf Course Driving Range Project; Adopt Resolution No. 21-94 Making Certain Findings Relating Thereto**

DATE: November 10, 2021

RECOMMENDATION:

It is recommended that the City Council review this report and the attached legal opinion (Attachment B), and based on the information presented adopt the attached Resolution No. 21-94 (Attachment A) setting forth facts and findings justifying sole source contracting for the award of design-build contracts for the proposed Montebello Driving Range Project.

FISCAL IMPACT

There are no financial impacts associated with this action. The financing, budget, and award of contracts for construction and operation of the proposed Driving Range Project will be the subject of future City Council consideration and action.

BACKGROUND

Over the past two (2) years the City has taken various actions towards efforts to rehabilitate and revitalize the City of Montebello Golf Course ("Course"); both to increase revenues generated by the Course to reduce the subsidy received from the City's General Fund, and to increase the quality of recreation and entertainment facilities available to the community.

The State Audit report issued in 2018 (Report 2018-802) "noted that [the] course had historically required support from the City's General Fund in order to operate." The audit report further recommended the City find ways to improve operations, including "consider alternative uses for the land." The City did implement certain short-term improvements – entering into contracts for a new golf course operator/management company as well as a professional golf course landscape company.

Even with these improvements in operations and maintenance, the Golf Course continues to require a subsidy from the General Fund: $751,000 for Fiscal Year 2019-20 and $471,000 for FY 2020-21. Further responding to the audit report recommendations, the City is pursuing efforts to eliminate the ongoing General Fund subsidy and find alternative uses for the property that will transition the Golf Course into a community benefit.

To this end, in December 2019, the City Council approved a Mitigated Negative Declaration for the Montebello Golf Course Driving Range Relocation Project ("MND," with the notice of determination published with the County on January 7, 2020) which analyzed the environmental impacts of a new driving range and entertainment project on the Course the ("DRC Project").

The proposed DRC Project is located on 18 acres of the existing Course and will include a three (3)-story structure with 68,000 square feet that provides: approximately 102 climate-controlled hitting bays; restaurant and drinking areas; retail, conference, and lounge space; a 215-yard "outfield" with 11 in-ground targets and golf-related technology and infrastructure; an adjacent miniature golf facility; and between 450 and 500 parking spaces.

Because the City lacks the specialized knowledge and experience needed to design and operate the DRC Project, the City received proposals from developers and operators with demonstrated success in the industry. After considering of alternative proposals the City entered into an Exclusive Negotiating Agreement with Topgolf USA MB, LLC on December 21, 2020, pursuant to which the City and Topgolf engaged in preliminary negotiations concerning the terms and conditions associated with the Parties' cooperative development, financing, and operation of the DRC Project.

The parties' negotiations under the ENA concluded on March 24, 2021, with the City Council's approval of a *Sublessee Development and Participation Agreement* ("Participation Agreement") with Topgolf which specified the general terms and conditions by which: the City would finance and develop the DRC Project; Topgolf would provide technical design and construction support; and following construction, Topgolf would operate the DRC Project under a lease agreement with the City and make lease payments to the City equal to debt service obligations plus FMV of the site.

One week later on April 1, 2021, the California Department of Housing and Community Development ("HCD") published *Guidelines for Implementing the California Surplus Land Act* ("Guidelines") to clarify recent amendments to the Surplus Land Act ("SLA," Government Code § 54220 *et seq*.). Specifically, the Guidelines clarified that the SLA applies to the long-term lease of city-owned property, in addition to property sales, meaning the City's potential lease of the DRC Project would trigger an obligation to comply with the SLA's pre-disposition procedures.

After consultation and confirming with HCD the SLA's applicability to the DRC Project, the City promptly initiated the process for complying with the SLA's predisposition requirements. On August 17, 2021, the City Council held a public meeting and adopted a Resolution declaring the DRC Project site to be "surplus land," and on August 24, 2021, the City issued a "notice of availability" for the site in the manner required. The sixty (60) day notice of availability period expired as of October 25, 2021, and the City did not receive any offers or letters of interest in the site from third-parties during the offering period.

Staff is now preparing to move forward with the next steps in facilitating the DRC Project subject to the direction of the City Council.

ANALYSIS

As discussed in past agenda reports, the DRC Project is anticipated to be financed with lease-revenue bonds issued by the Montebello Public Financing Authority and developed under a construction contract awarded by the City. Both the bonds and award of the construction contract will be the subject of future discretionary action by the Authority and City Council. The first step in preparing these materials is to identify the anticipated cost for developing the DRC Project. This will require the preparation of preliminary plans and specifications for the facility, which will be prepared by Topgolf and submitted for the City Council's future approval.

However, before this preliminary planning and design process is initiated, staff requires direction from the City Council concerning the award of construction contracts for the DRC Project.

The DRC Project is a "public project" within the meaning of the Public Contracts Code, which generally requires the City to award construction contracts to the "lowest responsible bidder" after a competitive bidding process. For larger and more complex projects, the Public Contract Code provides an alternative mechanism allowing the City to award a single contract for both the design and construction portions of a public works project. This "design-build" approach gives cities greater flexibility to consider the qualifications and experience of contractors as opposed to cost being the determining factor.

However, due to the unique facts and circumstances presented by the DRC Project neither of these standard procurement mechanisms may serve to advance the City's best interests. As a result, and before planning and design work is initiated, staff recommends that the City Council consider authorizing the award of necessary design and construction work through a "sole source" procurement.

As clear from its description above, the DRC Project will be complex and multi-faceted from a construction standpoint. The facility is unique and implicates a variety of proprietary design and construction-related disciplines, and very few similar facilities have been developed by others in the golf / entertainment market. This means there are few contractors that have actual experience in the design and development of venues like the DRC Project. Information provided by Topgolf and others in the industry validates this: there are sixty-five (65) Topgolf venues currently operating in the United States, and sixty-one (61) were successfully designed and constructed by *ARCO/Murray Design Build* ("ARCO/Murray").

The remaining four (4) venues were completed by competent general contractors, but all experienced cost overruns and scheduling delays attributable to the contractors' lack of previous experience on similar projects, and none were developed in California recently. Based on the analysis completed by staff, it appears that ARCO/Murray is the only contractor in the State of California to have successfully developed a similar venue in the past five (5) years; which is the City's baseline criteria for screening qualified contractors for public projects.

In light of these considerations, attempting to solicit competitive proposals in the open market for construction of the DRC Project would result in ARCO / Murray being identified as the sole contractor with the requisite skills and experience to complete it. Given ARCO / Murray's significant experience on past similar facilities, utilizing the firm to design and construct the DRC Project is both economical and ensures construction of a high-quality facility; particularly considering the firm's experience with Topgolf, the future operator of the DRC Project.

California law recognizes an exception to the Public Contract Code's competitive bidding requirements in such circumstances. Because the purpose of competitive bidding requirements is to protect against fraud, favoritism, and to ensure the public gets the "biggest bang for its buck," the law recognizes an exception in circumstances where these objectives would not be furthered though a competitive bidding process.

Several California courts have specifically held that competitive bidding is not required in circumstances where it would work an incongruity and not impact the final result, would not produce any advantage, or where it is practically impossible to obtain the goods, services or product required by the agency. Moreover, the exception has been applied in circumstances analogous to the DRC Project, including: the purchase of services and

products or the construction of public improvements where no advantage would result from competitive bidding; contracts for personal services that depend upon a peculiar skill or ability; contracts for experimental or unique products and/or services; and contracts for the acquisition or disposition of property for a particular use or with a special value to one person.

Attached to this report for the City Council's consideration is a legal opinion (Attachment B) from the City Attorney's Office that provides additional detail, analysis, and justification for utilizing the sole source procurement method in these unique circumstances. Staff seeks the City Council's direction on this issue now so it may take appropriate steps in preparing the various project-related documents for the City Council's future consideration.

If, after reviewing this report and the attached legal opinion, the City Council authorizes the sole source procurement of a design-build contractor for the DRC Project, staff recommends that the City Council adopt the attached Resolution (Attachment B) making appropriate findings and determinations. Following adoption of the Resolution, staff would proceed with obtaining a "not to exceed" estimated cost from ARCO / Murray for the DRC Project, and the construction contract, budget, and design and specifications would all come back to the City Council and be subject to its future review, consideration, and approval.

If the City Council declines to make the sole source determination, staff would reevaluate the City's options and return recommended next steps for City Council consideration.

ENVIRONMENTAL

This action is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2) as the action will not result in a direct or reasonably foreseeable indirect physical change in the environment. This activity does not commit the City to a definite course of action, and thus does not constitute a formal approval of any agreement related to the Property pursuant to CEQA Guidelines Section 15352. In accordance with CEQA, the environmental effects associated with the DRC Project were analyzed, disclosed, and certified by way of the MND previously approved by the City Council. To the extent not already analyzed in the MND, future development of the property will be subject to CEQA review at a future date pursuant to CEQA Guidelines Section 15004, which provides direction to lead agencies on the appropriate timing for environmental review.

SUMMARY

The City Council will consider whether the unique nature and complexity of the proposed Montebello Golf Course Driving Range Project justifies the awarding of a sole source

design-build contract to the only known contractor with demonstrated experience on similar projects.

ATTACHMENT (S):

A. Attachment A – Draft Resolution No. 21-94
B. Attachment B – Legal Opinion

ATTACHMENT A

RESOLUTION NO. 21-94

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING SOLE SOURCE PROCUREMENT FOR THE AWARD OF CONSTRUCTON CONTRACTS FOR THE PROPOSED MONTEBELLO GOLF COURSE DRIVING RANGE PROJECT, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, the City of Montebello ("City") is the owner in fee simple of that certain parcel of real property comprised of approximately 118 acres and located at 988 Via San Clemente, City of Montebello, California (the "Golf Course");

WHEREAS, the Golf Course was acquired by the City for "public golf course purposes" by way of a quitclaim deed dated November 12, 1941, as further evidenced by Resolution No. 1026 of the City Council adopted on December 1, 1941, accepting the quitclaim deed for such public purposes, and the Golf Course has since proudly served patrons for decades and remains an important amenity for residents and visitors;

WHEREAS, the Golf Course presently offers an 18-hole public championship course, driving range, and related golf amenities that were last remolded in 1999 and that, due to the passage of time, are now in need of significant upgrades and modernization;

WHEREAS, by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"), the City has analyzed the feasibility and potential environmental impacts of implementing a driving range modernization and relocation project (the "Project") on a portion of the Golf Course anticipated to be incorporated into a redesign and rehabilitation of the remainder of the Golf Course;

WHEREAS, the City anticipates financing the Project with the proceeds of lease revenue bonds issued by the Montebello Public Financing Authority ("Authority"), and because the City lacks the specialized knowledge and experience needed to design and operate the Project, the City anticipates entering into a lease agreement with Topgolf USA, MB ("Lessee") for Lessee's provision of proprietary design expertise and support in connection with the City's design and construction of the Project, and following construction Lessee will operate the Project for the lease term;

WHEREAS, in anticipation of contracting for the professional and construction services necessary to develop the Project, the City has reviewed the laws and regulations governing the solicitation, procurement and contracting of such services for purposes of identifying the mechanism that best serves to advance the City's goals and public interest;

WHEREAS, the Project is anticipated to be "public project" within the meaning of the Public Contracts Code, which generally requires the City to award construction contracts to the "lowest responsible bidder" after a competitive bidding process, and alternatively allows the City to award a single contract for both the design and construction

of a public works project following a competitive solicitation process;

WHEREAS, the legislative purpose of the Public Contract Code's competitive bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption in the awarding of public contracts, and ultimately to deliver a quality project to the public for a reasonable price, but California law recognizes exceptions and limitations to bidding requirements in circumstances where bidding would work an incongruity and not impact the final result, would not produce and advantage, or where it is practically impossible to obtain the goods, services, or product requested by the agency from another source (see, e.g. *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631);

WHEREAS, the Project will be complex and multi-faceted from a construction standpoint, as the proposed facility is unique and implicates a variety of proprietary design and construction-related disciplines, and there are few competitors that operate similar driving range entertainment facilities which means that few design and construction professionals that have actual experience in the design and development of venues similar to the proposed Project;

WHEREAS, based on these factors, and after consideration of the staff report, legal opinions, presentations, public comments, and other evidence submitted in connection with this matter, the City Council finds it appropriate to adopt this Resolution setting forth the facts and findings justifying the waiving of competitive bidding and the awarding of a sole source contract for the design and construction of the Project.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF MONTEBELLO HEREBY FIND, DECLARE AND RESOLVE AS FOLLOWS:

SECTION 1. Based upon the staff report, legal opinions, presentations, public comments, and other evidence submitted in connection with this matter, the City Council finds and declares that the foregoing recitals are true and correct and incorporated into this Resolution as a material part hereof; and based upon such matters, the City Council makes the additional factual findings and declarations set forth below.

SECTION 2. In consideration of the facts and circumstances set forth in this Resolution and below, the City Council hereby finds and declares that the solicitation for competitive bids or proposals for the work of designing and constructing the Project would be undesirable, impractical, or impossible, and would be contrary to the legislative objectives for requiring competitive bidding because it would not impact the final result under the circumstances presented, would not produce any advantage to the public or the only qualified contractor, and it is practically impossible for the City to obtain the necessary services from an alternative source:

(a) The Project will be complex and multi-faceted from a construction standpoint, and its development will implicate several distinct design and construction disciplines, as well as the proprietary interests of the anticipated Lessee. Subject to the City Council's approval of the final design, scope, and budget the Project is anticipated include: a three (3)-story structure of approximately 68,000 square feet; approximately

102 climate-controlled hitting bays equipped with entertainment and technology proprietary to Lessee; a 215-yard "outfield" with 11 in-ground targets, technology, and infrastructure; state-of-the-art kitchens with capacity to serve complete food and beverage menus to all hitting bays and guests of restaurant and bar areas; indoor and outdoor seating for patrons; themed and golf-related retail sales; private and corporate event hosting and office space; new surface parking offering between 450 and 500 spaces; and an adjacent miniature golf facility.

(b) Very few similar facilities have been developed in the United States, in part because there are very few competitors in the golf / entertainment business sector, which means the opportunity for construction professionals to gain experience on similar projects is limited. Lessee currently operates sixty-five (65) similar venues in the United States, and all but four (4) of these venues were designed and constructed by *ARCO/Murray Design Build* ("ARCO/Murray"); and each were completed on-time and on-budget. Based on representations made by Lessee, the four (4) facilities developed by other competent contractors all experienced cost overruns and scheduling delays attributable to the complexity and uniqueness of the project. Moreover, none of these projects were developed in California within the last five (5) years: one (1) venue was completed in 2015, another was completed in 2016, a third was developed in Las Vegas, and the fourth was developed in concert with ARCO/Murray as a design build consultant.

(c) Based on these facts and circumstances, the solicitation of competitive bids for the design and construction work needed to develop the Project would be fruitless and unavailing because:

1) ARCO/Murray is the only contractor with the experience needed to satisfy the "responsible bidder" threshold under the Public Contracts Code, as it is the only firm to have developed at least one substantially similar project in the last five (5) years. The size, scale, and complexity of the Project justifies the use of a prequalification process, and ARCO/Murray is the only contractor that would satisfy the City's questionnaire for identifying qualified contractors.

2) ARCO/Murray is the only contractor with technical design and construction experience on similar projects, and thus has an experiential advantage when it comes to selecting among potential design-build contractors for the Project, and awarding a contract to ARCO/Murray would benefit the public interest by taking advantage of design and development efficiencies identified on past projects and avoiding the need for duplicative or redundant work on similar project features.

3) The use of a different contractor without demonstrated expertise on similar projects would be detrimental to the public interest and increase the likelihood of undesirable outcomes such as cost overruns, scheduling delays, and concerns with the quality and nature of the product, all of which would increase costs and potential liabilities of the project as opposed to delivering a project at the lowest possible price.

(d) The Project is anticipated to be financed and developed in concert with the Montebello Public Financing Authority, which is not expressly bound by the competitive bidding requirements in the contracting for work necessary to complete a bond-financed work of public improvement. The City's sole source procurement of a design-build contractor for the Project, or the Authority's contracting directly for construction of the Project, would lead to the same result.

SECTION 3. Based on the forgoing facts, findings, and circumstances, the City Council hereby waives competitive bidding in connection with the awarding of contracts for the design and construction of the Project, and authorizes the sole source procurement of necessary design and construction services from ARCO / Murray Design Build for the Project, subject to ARCO / Murray's submission for the City Council's consideration of a not-to-exceed price for the turnkey design and construction of the Project, and the City Council's approval at a future meeting, and in its sole and absolute discretion, of ARCO/Murray's not-to-exceed price proposal and a contract with ARCO / Murray for such services. The City Council authorizes ARCO/Murray to perform and complete such preliminary design and planning work as is necessary to prepare a not-to-exceed budget and comprehensive construction proposal for the Project, and with the cost of such work to be reimbursable from the bonds issued to finance the Project, subject to the future discretionary issuance of the bonds by the Authority, and the City Council's future discretionary approval of the budget and plans and specifications for the Project and a contract with ARCO/Murray for design and construction of the Project.

SECTION 4. This action is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2) as the action will not result in a direct or reasonably foreseeable indirect physical change in the environment. This activity does not commit the City to a definite course of action, and thus does not constitute a formal approval of any agreement related to the Property pursuant to CEQA Guidelines Section 15352. In accordance with CEQA, the environmental effects associated with the DRC Project were analyzed, disclosed, and certified by way of the MND previously approved by the City Council. To the extent not already analyzed in the MND, future development of the property will be subject to CEQA review at a future date pursuant to CEQA Guidelines Section 15004, which provides direction to lead agencies on the appropriate timing for environmental review.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption.

PASSED, APPROVED and **ADOPTED** this 10th day of November, 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-94 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 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

ATTACHMENT B

CITY OF MONTEBELLO

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Financing Authority Governing Board

FROM: René Bobadilla, P.E., City Manager/Executive Director
Arnold M. Alvarez-Glasman, City Attorney / Authority Counsel

BY: Arnold M. Alvarez-Glasman, City Attorney
Christopher G. Cardinale, Senior Partner

SUBJECT: **Sole Source Justification for Design Build Contract with *ARCO / Murray for the Montebello Golf Course Driving Range Project***

DATE: November 10, 2021

EXECUTIVE SUMMARY

In connection with the complete redesign and rehabilitation of the Montebello Golf Course, the City will be developing a three (3)-story driving range and entertainment facility that will be operated under an agreement with Topgolf. Given complexities with design and construction of the project, and because ARCO/Murray is the only design-build contractor with experience on similar projects, the City Council has the authority to award a "design-build" contract to ARCO/Murray for the project without competitive bidding.

PROJECT BACKGROUND

The City has owned and operated the Montebello Golf Course ("Golf Course" or "Course") for nearly 100 years. The eighteen (18)-hole championship course spans approximately 120 acres and is located adjacent to the State Route 60 Freeway ("SR 60") at 988 Via San Clemente, City of Montebello. The Course is located just minutes from Downtown Los Angeles, provides an important recreation opportunity to the community, and is integral to success of the City-owned facilities located on the "Golf Course Campus."[1]

However, the Golf Course was last remolded in 1999 and lacks many of the modern upgrades, facilities, and amenities patrons expect from competing courses in the region. As a partial result, the Golf Couse has operated at a deficit for the past several years which has required the City's General Fund to subsidize millions in operating and maintenance costs. Though recent operational changes made by the City have narrowed projected future deficits, the revenues generated by the Course remain short of that needed for operations or to finance the significant capital improvements necessary for the Course to retain existing and increase future revenues.

To address these circumstances in a manner that retained the nature and purpose of the Course,[2] the City analyzed options for modernizing the Course and financing improvements without general

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[1] These City-owned facilities include the Quiet Cannon Conference Center, the Montebello Hilton Garden Inn, and the Montebello Home2Suites Hotel.

[2] The property was originally acquired by the City and dedicated for "public golf course purposes," and thus the City's options for completely altering the nature of the land use are limited. (Government Code § 27281 [adoption of resolution

fund impacts. The resulting proposal contemplates a complete redesign and rehabilitation of the existing Course with two components, The first – and the subject of this memorandum – is the construction and operation of a new driving range and entertainment complex to be located on eighteen (18) acres of the existing Course adjacent to the SR 60 ("Driving Range Project"). The second and related project component is the redesign of the remaining Course with a new 9-hole golf course offering first-class amenities and features ("Course Project").

The Projects are expected to be financed with lease revenue bonds issued by the Montebello Public Financing Authority ("Authority") with a separate bond series issued for each. More specifically, the City will enter into a lease-leaseback agreement with the Authority that provides for the City's lease of the completed Projects from the Authority, with the City's lease payments equaling and securing debt service on the bonds.[3] The City will own and manage both Projects for the use and enjoyment of the general public.

THE CITY'S AGREEMENT WITH TOPGOLF FOR OPERATION OF THE DRIVING RANGE PROJECT

Because the City lacks the specialized knowledge and experience needed to design and operate the Driving Range Project, it solicited interest from industry professionals with demonstrated experience operating similar facilities. Topgolf USA ("Topgolf") responded with interest and after extensive negotiations the parties reached agreement on the terms and conditions by which the City would plan and develop the Driving Range Proposal, and Topgolf would subsequently operate the completed Project as "Topgolf Montebello."

The agreement between the City and Topgolf takes the form of a lease,[4] the effectiveness of which is contingent on the Authority's issuance of bonds to finance the Driving Range Project. The lease generally provides for: the City's planning and construction of the Driving Range Project; Topgolf's provision of professional, proprietary, and/or technical expertise to the City relating to the design of the Driving Range Project; and Topgolf's proprietary operation of the completed facility as "Topgolf Montebello" for a period of time at least equal to the debt service schedule on the bonds.[5]

Topgolf's experience and capacity to operate the Driving Range Project is well-established. Topgolf is a global sports entertainment company headquartered in Dallas, Texas, and is the industry leader in the driving range entertainment industry. It currently operates sixty-five (65) proprietary locations throughout the United States with other locations in the United Kingdom, Australia, Mexico, and Dubai. Topgolf venues feature climate-controlled hitting bays for year-round play, food, beverage, music and HDTVs on which various sports games are shown (*e.g*.

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accepting dedicated property]; CC Resolution No. 1026 [resolution of acceptance]; *Friends of Hastain Trail v. Coldwater Development LLC* (2016) 1 Cal.Appl.5th 1013, 2032-33; *Roberts v. Palos Verdes Estates* (1949) 93 Cal.App.2d 545, 547 [property must be used in general conformity with the terms of the dedication as opposed to being diverted to a completely different purpose or use].

[3] The potential environmental impacts of the Driving Range Project were analyzed and disclosed in the *Initial Study & Mitigated Negative Declaration for the Montebello Golf Course Driving Range Relocation Project*, dated December 12, 2019.

[4] The agreement between the City and Topgolf is technically a sublease. The City has broad discretion to contract with Topgolf for professional design support and proprietary professional operating services through its power to award professional services contracts based on demonstrated capacity and experience, or through its authority to lease city-owned property for recreational or other legitimate purposes. (Gov't Code §§ 4526, 37103, 53060; *Carruth v. City of Madera* (1965) 233 Cal.App.2d. 688; *Hubbard v. City of San Diego* (1976) 55 Cal.Appl.2d 380; Cal. Const. art XI, § 5; Gov't Code § 37396(a) [recreational leases].)

[5] Topgolf's sublease payments are equal to debt service payments due on the bonds plus the fair market value of the facility adjusted over time. Topgolf will provide a corporate guarantee for the aggregate value of rent due the City under the sublease during its term.

football, basketball and golf), and proprietary technology that tracks play and provides interactive gaming. Topgolf facilities also offers golf lessons, leagues, and tournaments, and their venues are popular hosts for concerts, corporate and social events.

The Driving Range Project will be a separate but interconnected component of the Course Project and both are expected to benefit the public in numerous ways. The Projects will allow the City to enhance the existing Course in a manner accommodating to the changing needs of the golfing community, and is expected to immediately increase revenues to the City through Topgolf lease payments, increased play and fees associated with the Course Project, creating new sales tax revenues from retail and food/beverage sales, and increased usage of the adjacent City-owned hotels and conference center.

The Driving Range Project will specifically improve the economic standing of the Course in a number of ways, such as providing a guaranteed revenue stream in the form of lease payments from Topgolf and affiliation with a world-class golf and entertainment enterprise. The Project is also anticipated to result in local jobs and recreational opportunities that will benefit the community for years to come.

THE CITY'S SELECTION OF A CONTRACTOR FOR THE DRIVING RANGE PROJECT - SOLE SOURCE JUSTIFICATION

Because the Driving Range Project will be initially operated by Topgolf, it will be designed and operated as a prototypical Topgolf venue that will include (among other amenities): a three-story high-tech and climate-controlled driving range complex with approximately 102 hitting bays; a 215-yard "outfield" with 11 in-ground targets, technology, and infrastructure that are proprietary to Topgolf; state-of-the-art kitchens with capacity to serve a complete food and beverage menu to all hitting bays and guests of the numerous restaurant and bar areas available to the public generally; indoor and outdoor seating for patrons; themed and golf-related retail sales; private and corporate event hosting and office space; and new surface parking offering between 450 and 500 spaces. In addition, and unique to Topgolf Montebello, the facility will include an adjacent miniature golf course designed and operated under the Topgolf brand.

The Driving Range Project will be complex and multi-faceted from a construction standpoint. The facility is unique and implicates a variety of design and construction-related disciplines, and there are few competitors to Topgolf in the business sector meaning few contractors have actual experience with similar facilities. There are sixty-five (65) Topgolf venues currently operating in the United States, and sixty-one (61) were successfully designed and constructed by *ARCO/Murray Design Build* ("ARCO/Murray"). The remaining four (4) venues were successfully constructed but all experienced cost overruns and scheduling delays attributable to the contractors' lack of previous experience on similar projects.[6]

Staff has scrutinized the available options for contracting for the design and construction of the Driving Range Project in a manner that is consistent with California law and achieves the City's objectives of a high quality, on-time, and cost-effective project. These procurement options as applied to the Driving Range Project are detailed below.

[6] One contractor completed two (2) venues, one of which was completed in 2015 and the other in 2016, and the third Topgolf venue was constructed in partnership with the MGM Grand Casino in downtown Las Vegas. The fourth (4th) venue was acquired by Topgolf mid-construction from a third-party, and Topgolf retained ARCO/Murray as consultant to complete the project. According to Topgolf, all four (4) of these venues experienced cost overruns and scheduling delays despite the contractors' general capacity and qualifications, but because of the contractors' lack of knowledge and experience with Topgolf venues or substantially similar facilities.

- *Competitive Bidding Requirements of the Public Contract Code*

The Driving Range Project is a "public project" within the meaning of California's Public Contract Code ("PCC"),[7] which means any contracts awarded by the City for construction of the Project must generally be awarded to the "lowest responsible bidder" following a sealed competitive bidding process.[8] A "responsible bidder" in this context is one that is able to perform the contract if awarded, meaning a bidder has demonstrate the appropriate licenses, skills, quality, capacity, and experience to satisfactorily perform the contracted work.[9] To ensure bidders are responsible, cities may require prospective bidders submit to a prequalification or screening process before they are qualified to submit a bid for the scope of work.[10]

Alternatively, the City may utilize the Public Contract Code's alternative "design-build" process to complete the public works project, which permits the City to contract with a single firm for both the design and construction of the Driving Range Project.[11] The "design build" process may be utilized to complete public buildings, improvements, and parks and recreational facilities,[12] and gives cities broader discretion to select among potential contractors. Indeed only three (3) specific evaluation criteria must be considered in the aggregate when selecting among design-build contractors: (1) price, unless a stipulated sum is specified; (2) technical design and construction expertise; and (3) life-cycle costs over fifteen (15) or more years.[13] As a practical limitation, an agency's organizational conflict-of-interest policy must be applied to design-build contractors,[14] meaning firms that assist an agency with initial planning or development of a project are prohibited from completing for the ensuing construction contract if the firm either has a competitive advantage over other proposers, or if its prior involvement would impair the firm's objectivity.[15]

- *Recognized Exceptions to Bidding Requirements*

Though competitive bidding for public works contracts is the statutory norm there are well-established limitations and exceptions.

One excuses competitive bidding where the nature of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and accordingly the advertisement for competitive bids would be undesirable, impractical, or impossible.[16] This exception is founded in the legislative objectives for requiring competitive bidding for public projects: to prevent the waste of public funds, obtain the best economic result for the public, and guard against favoritism, improvidence, extravagance, fraud and corruption.[17] These goals are not advanced – and thus competitive bidding is not required – in circumstances where it would work an incongruity and not impact the final result, would not produce any advantage, or where it is practically impossible to obtain the goods, services or product required by the agency.[18]

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[7] Public Contracts Code § 20161 defines a "public project" with reference to various categories including "project(s) for the erection, improvement, painting, or repair of buildings and works. The Driving Range Project will be developed on City-owned property, will be financed with the proceeds of bonds issued by the Authority, and following construction will be owned by the City.
[8] Public Contracts Code § 20162.
[9] *Id*. at § 1103.
[10] *Id*. at § 20101. See also Cal. Labor Commissioner's Model Questionnaire for Prequalification of Contractors on Public Works Projects.
[11] *Id*. at §§ 22160-22169.
[12] *Id*. at §§ 22161(b); 22162(a).
[13] *Id*. at § 22164(f).
[14] *Id*. at § 22162(c).
[15] This rule stems from, *inter alia*, Government Code § 1090 as applied to consultants that contract with a public agency.
[16] *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 636.
[17] *Id*. at 636.
[18] *Id*. at 636, 637.

This "sole source" exception to competitive bidding requirements for government contracts has been recognized in a variety of circumstances relevant here, including: the purchase of services and products or the construction of public improvements where no advantage would result from competitive bidding; contracts for personal services that depend upon a peculiar skill or ability; contracts for experimental or unique products and/or services; and contracts for the acquisition or disposition of property for a particular use or with a special value to one person.[19]

A second recognized limitation of competitive bidding requirements is that bidding is not required unless expressly required by statute.[20] This exception is relevant to the Project because the Public Contract Code does not expressly apply to joint powers authorities, meaning the Authority may (at least arguably) contract for the design and construction of the Driving Range Project without competitive bidding.[21] The Authority is expressly authorized by statute to issue bonds to finance the cost of public improvements (such as the Driving Range Project), and to contract for engineering, architectural, accounting, or other services necessary for development of the public improvement without reference to any competitive bidding requirement.[22]

- *Application to the Driving Range Project: Identification of ARCO / Murray Design Build as the "Sole Source" Design Build Contractor*

Application of these concepts to the Driving Range Project leads staff to conclude that a "sole source" contract with ARCO/Murray for the design and construction of the Driving Range Project is justified under the circumstances.

The standard competitive bidding process would be unavailing as ARCO/Murray is the only contractor with the experience needed to satisfy the "responsible bidder" threshold, as it is the only firm to have developed at least one substantially similar project in the last five (5) years. The size, scale, and complexity of the Driving Range Project justifies the use of a prequalification process, and ARCO/Murray is the only contractor that would survive this scrutiny.

The Public Contract Code's alternative "design build" process would lead to the same result: ARCO/Murray is the only contractor with the necessary technical design and construction experience on similar projects, and thus has an insurmountable experiential advantage when it comes to selecting among candidates for a design-build contract for the Driving Range Project. Similarly, awarding ARCO/Murray a contract for all design and construction work would not create an unfair competitive advantage over other proposers as they are the only contractor with the requisite knowledge and experience to perform the required scope of work.

Under these circumstances, the City's solicitation for competitive proposals for construction of the Driving Range Project would be unavailing and would not produce an advantage or benefit to the public, but instead would result in a number of undesirable results including the unnecessary waste of time and resources, increased risk of contracting with parties lacking the capacity to

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[19] *Ibid*.; see also *Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307 (sole source for electrical power); *Los Angeles Dredging Company v. Long Beach* (1930) 210 Cal. 348 [sole source when dredging pipes could only be rerouted by the onsite dredging company]; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610 [sole source for a parking meter]; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863 [public utility].

[20] San Diego Service Authority for Freeway Emergencies v. Superior Court (1988) 198 Cal.App.3d 1466.

[21] A legislative proposal to make joint powers authorities subject to the Public Contracts Code failed in 2003. *See* Senate Bill 634 (2003-2004 Regular Session) to impose new requirements on JPAs.

[22] Government Code § 6588. See *Rider v. City of San Diego* (1998) 18 Cal.4th 1035, 1052 [holding power of joint powers agency to issue bonds under Joint Exercise of Powers Act did not derive from common power of city and port district that the agency, but was instead an additional power of such agency under the Act, and thus the agency was not subject to state constitutional provisions that applied to cities before incurring indebtedness].

perform the work, increased potential for cost overruns and time delays, and the potential breach of third-party agreements relating to financing, construction and operation of the Projects. Competitive bidding would also be fruitless under the circumstances as it would not impact the final result of the bidding process, as ARCO/Murray is the only contractor with demonstrated relevant experience on similar projects and rendering it impossible for the City to acquire similar services from a different service provider.

The Authority's participation in the Driving Range Project lends further support to waiving competitive bidding in this context. The Project will be financed and developed in conjunction with the Authority, which is not bound by the Public Contract Code's competitive bidding requirements when exercising its independent power to contract for services needed to develop it.

ARCO/Murray is also clearly qualified to perform the scope of work. They are a reputable nationwide design-build contractor established in 1992 with a goal of being the very best design-build contractor in the industry. ARCO/Murray has served clients from coast-to-coast in a wide array of industries and an in-house team of expert engineers, project managers, superintendents, modelers, and architects. In addition to Topgolf venues, ARCO/Murray is the design-build contractor for entertainment concepts including (among others): the North Austin Community Center ($31M Sports Education & Wellness Facility in Chicago, IL.); Andretti Entertainment Centers (90,000 square feet featuring multi-level go kart racing, arcade, event space and commercial kitchen at each location); Kar K Dog Entertainment (7,200 square feet destination dog park and restaurant bar in Kansas City, MO). and Chicken N Pickle Entertainment (80,000 square feet restaurant and pickleball entertainment concept with full bar / kitchen in San Antonio, TX.)

Finally, ARCO/Murray will provide a "not to exceed" price for comprehensive design build services related to the Driving Range Project, which staff will review in context of market norms for like professional services and projects of analogous scope and complexity, and the contract and cost thereof would be subject to the future approval and discretion of the City Council.

In consideration of the foregoing, staff believes that the City would be justified awarding a "sole source" contract to ARCO/Murray for design and construction work needed for the Driving Range Project.

CONCLUDING REMARKS

In the event the City Council desires to proceed with the award of a contract to ARCO/Murray and waive competitive bidding requirements, staff recommends the City Council adopt a resolution setting forth the facts, findings and circumstances justifying the determination in anticipation future consideration of the contract award.

ITEM # 25

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Joseph A. Palombi, Director of Planning and Community Development
Arnold M. Alvarez-Glasman, City Attorney
Nvair G. Ozonian, Deputy City Attorney

SUBJECT: **Approve Three (3) Amendments to Commercial Cannabis Business Development Agreements No. 3676 (DA 14-19), 3678 (DA 16-19), and 3680 (DA 18-19)**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve, in substantially the form as presented, three (3) Amendments to Cannabis Business Development Agreements No. 3676 (DA 14-19), 3678 (DA 16-19), and 3680 (DA 18-19) (collectively referred to as the "Amendments") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2) Condition the approval of the three (3) Amendments on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than December 10, 2021, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and

3) Adopt findings contained herein exempting the three (3) Amendments from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and

4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

FISCAL IMPACT

The recommended action will have a substantially positive fiscal impact to the City by generating operating fees based on the gross receipts' percentages and square footage, as applicable, and annual community benefit fees in the annual amount of $50,000 per location.

BACKGROUND

On September 13, 2017, the City of Montebello (the "City") adopted Ordinance No. 2399 and No. 2400 adding Chapters 5.90 and 17.71 to the City Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance No. 2404 and No. 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney's Office has worked with said operators to finalize the conditional use permit application and negotiate a final development agreement, respectively. Prior to today's meeting, the City has already approved both the conditional use permit and development agreement for twenty-four (24) operators. Additionally, at the October 15, 2019 Planning Commission meeting, the Planning Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Planning Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration. On December 18, 2019, City Council approved the final four (4) cannabis development agreements for the four (4) operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019.

On February 3, 2020, City Council approved the transfer of, and/or modifications to, ownership of four (4) development agreements. However, one of the proposed new owners did not subsequently meet or complete the material conditions to execute the

modification, therefore same became null and void and became subject to a new proposed transfer (i.e., Development Agreement No. 11-19). On May 27, 2020, City

Council approved the transfer of, and/or modifications to, ownership of three (3) development agreements. On July 28, 2021, City Council approved the transfer or, and/or modifications to, ownership, location, or approved cannabis use of three (3) development agreements.

Three (3) proposed modifications to commercial cannabis Development Agreements are before City Council's consideration at tonight's meeting.

ANALYSIS

Of the twenty-four (24) already approved Commercial Cannabis Business Development Agreements ("Development Agreements"), three (3) applicants with fully executed Development Agreements submitted written application forms, with supporting documentation and application fees to the City, seeking modifications to its Development Agreement.

Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement *without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.* In addition, Article 2 of the Development Agreement, "Permitted Uses," allows for an Owner to apply for an amendment to the Agreement and issued Conditional Use Permit to add a permitted commercial cannabis activities *with the approval of the City's Planning Commission or City Council, as required by Montebello Municipal Code Chapters 5.90 and 17.71.*

The three (3) requests before the City Council on November 10, 2021 include transfers and/or changes in ownership. Table 1, below, illustrates the Amendments to Commercial Cannabis Development Agreements, that are being recommended for approval to the City Council by City staff at the November 10, 2021 meeting.

TABLE 1 – Amendments to Development Agreements Recommended for City Council Approval

DA #	Applicant	CUP Approved Activity	Project Location
14-19	Bello Monte Farms, LLC	C/M/D/DR	7131 Telegraph Road
16-19	SB Montebello Investments, LLC	C/M/D/DR	7101 and 7117 Telegraph Road
18-19	Garden of Leaves, LLC	C/M/D/DR	1724 Aeros Way

Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

The applications above are requesting an amendment to their Development Agreements for a transfer and/or change in ownership, additional approved commercial cannabis activity, or an expansion of operations. The proposed changes are found in Table 2.

TABLE 2 – Proposed Modifications

DA #	Assignor	Type of Change	Proposed New Owner(s) and Legal Entity ("Assignee")
14-19	Bello Monte Farms, LLC	100% Transfer of Ownership and Change of Entity	Daniel Moon Medican Holdings, LLC
16-19	SB Montebello Investments, LLC	100% Transfer of Ownership and Change of Entity	Craig Yamasaki Strategic Solutions, LLC
18-19	Garden of Leaves, LLC	100% Transfer of Ownership and Change of Entity	Roberto Luo Wen Royal Investment Holding, LLC

In accordance with the terms of the Development Agreement, including Articles 19 and 2, Applicants have provided to the City of Montebello a written application form seeking a modification to the Development Agreement and respective Conditional Use Permit ("CUP"), for City's consent to assignment and change of ownership, addition of permitted commercial cannabis activity, and expansion of operations. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Applicant is a qualified applicant for purposes of the terms of the Development Agreement and the CUP.

In the event of missing or incomplete application information, or exhibits to the Amendments, if any, staff is recommending that City Council condition the approval of the Amendment to Cannabis Business Development Agreement on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than December 10, 2021.

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of the Amendments to development agreements qualify as a project pursuant to CEQA. As such, staff determined that the proposed projects anticipated by the Amendments to Development Agreements require CEQA compliance. After a thorough examination of the project applications of each proposed facility, including, but not limited to, standard operating procedures ("SOPs"), security plan, site plan and environmental data form, staff determined that the projects meet the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

Additionally, the projects contemplated by Amendment Nos. 14-19, 16-19, and 18-19 were already previously analyzed for environmental impacts, and includes only minor interior alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to occur in such zone and City staff has determined that such "project", pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are like in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, the proposed three (3) projects have been approved as conditionally allowed uses by the Planning Commission, and a determination at that time was made that the projects were categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts.

None of the conditions described in CEQA Guidelines, requiring the preparation of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review. Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreements from further CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for each development agreement have been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code or Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreements are "projects" that are subject to environmental review.

SUMMARY

City staff recommends that the City Council approve the three (3) Amendments for the operation of commercial cannabis activities in the City of Montebello, and adopt findings contained herein exempting the Amendments to the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for each project recommended for approval.

ATTACHMENT (S):

A. Attachment A – First Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreement No. 14-19 (3676)
B. Attachment B – First Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreement No. 16-19 (3678)
C. Attachment C – First Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreement No. 18-19 (3680)

CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT NO. 3676

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 14-19 (the "First Amendment") is entered into this _____ day of November, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, BELLO MONTE FARMS, LLC ("Owner"), a California limited liability company, and MEDICAN HOLDINGS, LLC ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as "Assignor." City, Owner and Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 14-19.

RECITALS

A. **WHEREAS,** on February 14, 2018, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS,** on June 13, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS,** no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS,** on March 4, 2019, Owner applied to this City for a Conditional Use Permit *(hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS,** after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 14-19.

F. **WHEREAS,** on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 14-19 BETWEEN THE CITY OF MONTEBELLO AND BELLO MONTE FARMS, LLC" (the "Development Agreement").

G. **WHEREAS,** Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS,** pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS,** it is the intention of BELLO MONTE FARMS, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to MEDICAN HOLDINGS, LLC ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS,** Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

K. **WHEREAS,** in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7131 Telegraph Road with Assessor Parcel Number 6354-024-044 ("Property" or "Site").

L. **WHEREAS,** this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS,** on November 10, 2021 the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANABIS DEVELOPMENT AGREEMENT NO. 14-19, by and between the CITY OF MONTEBELLO, Assignor BELLO MONTE FARMS, LLC, and Assignee MEDICAN HOLDINGS, LLC.

N. **WHEREAS,** all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq., have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act ("CEQA") requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and Corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interest, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. The First Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement
2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
2.6.c. Exhibit F: Conditions of Approval
2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***The Entirety of the Development Agreement:*** "BELLO MONTE FARMS, LLC" shall be stricken and deleted throughout the entire Development Agreement, and shall be replaced with "MEDICAN HOLDINGS, LLC."

3.2. ***Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest*****.**

Owner: **MEDICAN HOLDINGS, LLC**
Nature of Interest: *Lease for 3 years with no Option to Renew*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.3. ***Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison*****.**

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Daniel Moon, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.4. ***Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections*****.**

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Daniel Moon, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.5. ***Section 17. CUP Conditions of Approval*.**

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, collectively, MEDICAN HOLDINGS, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.6. ***Section 21. Notice*.**

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notices, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any party hereto may at any time, by giving then (1) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Daniel Moon Medican Holdings, LLC 7131 Telegraph Road Montebello, CA 90640
If to Landlord:	Daniel Moon Premium Investment Solutions, Inc. 4848 W Pico Blvd. Los Angeles, CA 90019

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

_____

Kimberly Cobos-Cawthorne
Mayor

Date:_____

BELLO MONTE FARMS, LLC

_____

Zhi Yun Huang
Owner and Managing Member
[Assignor/Owner]

Date:_____

MEDICAN HOLDINGS, LLC

_____

Daniel Moon
Owner and Managing Member
[Assignee/New Owner]

APPROVED AS TO FORM:

_____

City Attorney
City of Montebello

Date:_____

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL)

Date (For reference only): January 30, 2020

Premium Investment Solutions ("Landlord") and

Medican Holding Inc. ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 7131 Telegraph Rd. Montebello, CA 92618 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) January 30, 2020 ("Commencement Date"), **(Check A or B):**

☒ **A. Lease:** and shall terminate on (date) January 31, 2023 at 12 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

☐ **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

☐ **C. RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)

☒ **(1)** $ 15,000.00 per month, for the term of the agreement.

☐ **(2)** $ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

☐ **(3)** $ _____ per month for the period commencing _____ and ending _____ and
$ _____ per month for the period commencing _____ and ending _____ and
$ _____ per month for the period commencing _____ and ending _____.

☐ **(4)** In accordance with the attached rent schedule.

☐ **(5)** Other: _____.

B. Base Rent is payable in advance on the **1st (or** ☑ 10 **) day** of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) _____ at (address) _____, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord $ 15,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

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Landlord's Initials (_____) (_____)

Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: **Fax:**
Broker:

Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date January 30, 2020

7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A.	Rent: From January 30 2020 (Date) To Feb 30 2020 (Date)	$ 15,000.00	$ 15,000.00	$	January 30, 2020
B.	Security Deposit	$	$	$	
C.	Other: (Category)	$	$	$	
D.	Other: (Category)	$	$	$	
E.	**Total:**	$	$	$	

8. PARKING: Tenant is entitled to _____ unreserved and _____ reserved vehicle parking spaces. The right to parking ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional $ 0 per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: _____. The right to additional storage space ☒ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional $ 0 per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $ 682.00 as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____. Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☐ **(If checked)** Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as _____. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant **OR** ☒ **(If checked, Landlord)** shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord **OR** ☐ **(If checked, Tenant)** shall maintain the roof, foundation, exterior walls, common areas and _____

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Premises: 7131 Telegraph Rd. Montebello, CA 92618 Date January 30, 2020

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60 (or** ☐ _____ **) calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____

_____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relenting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than $ _____. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (RM) (_____)
Tenant's Initials (TC) (_____)

Reviewed by _____ Date _____

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30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
    A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
    B. **ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**
    (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
    (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ **Tenant's Initials** _____ / _____

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EQUAL HOUSING OPPORTUNITY

Premises: 7131 Telegraph Rd. Montebello, CA 92648 Date January 30, 2020

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: 4848 W. Pico Blvd. Los Angeles, CA 90019.

Tenant:

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; **(ii)** written acknowledgement of notice; or **(iii)** 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.
41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.
43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: _____ (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( ) ( )
Tenant's Initials ( ) ( )

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Premises: 7131 Telegraph Rd Montebello, CA 92618 Date January 30, 2020

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Medican Holding Inc. Date January 30th 2020

Daniel Moon
(Print Name)

Address 7131 Telegraph Rd City Montebello State CA Zip 90640

Tenant _____ Date _____

(Print Name)

Address _____ City _____ State _____ Zip _____

Landlord Premium Investment solutions Date _____
(owner or agent with authority to enter into this agreement)

Address 4848 W Pico Blvd City LA State CA Zip 90019

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 7131 Telegraph Rd Montebello, CA 90640

APN(s): 6354-024-044

Legal Property Owner Name: Premium Investment Solutions, Inc

I, Daniel Moon, Owner,
Authorized Person First and Last Name — Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Medican Holdings LLC, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____ Date: 5/13/2021

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Medican Holdings LLC
Phone Number: (323) 984-3870 Email: fgenerationinc@gmail.com

Check all that apply:

☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____ _____

_____ _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA, County of LOS ANGELES

On MAY 13, 2021 (*Date*) before me S. I. WONG, NOTARY PUBLIC (*Notary name*) personally appeared DANIEL YOUNG MOON (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

S. I. WONG
Notary Public - California
Los Angeles County
Commission # 2312199
My Comm. Expires Dec 7, 2023

EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 13-19

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING CONDITIONAL USE PERMIT NO. CUP 14-19 TO ALLOW A CANNABIS CULTIVATION, MANUFACTURING, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY LOCATED AT 7131 TELEGRAPH ROAD (APN 6354-024-044)

WHEREAS, a Conditional Use Permit No. CUP 14-19 application was submitted by Ron Masaji with Bella Monte Farms, LLC. and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution, and Non-Store Front retail delivery located at 7131 Telegraph Road (APN 6354-024-044);

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

WHEREAS, the Conditional Use Permit No. CUP 14-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, Goal 1, "Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front retail is in compliance with the M-2 (Heavy Manufacturing) zone because:

    a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted use in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.71.010, the proposed use:

    a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;

    b. Would not adversely affect the general welfare of the surrounding property owners;

    c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;

    d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;

    e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

1. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 14-19 to allow cannabis Manufacturing, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

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

2. The applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

14-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **July 2, 2021**. Otherwise if shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.

4. Approval of CUP 14-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.

5. This approval under CUP 14-19 is for cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution and Non-Store Front delivery only that will occupy and existing 5,320 square-foot space of an existing commercial condominium building.

6. Bella Monte Farms, LLC. must be a registered business or entity with the Secretary of State of the State of California. If Bella Monte Farms, LLC. is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.

9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.

10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security

cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

13. The applicant's business of cannabis Cultivation (725 sq. ft.), Manufacturing, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7131 Telegraph Road for acquisition or sale of any product.

14. The development and utilization of the subject site shall substantially conform to the plans submitted by applicant and date stamped May 28, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.

15. Off-street parking. The existing building space consists of 5,320 sq. ft. and at 1 parking space per 500 sq. ft., 10 parking spaces are required. The project under CUP 14-19 provides the required 10 existing parking spaces.

16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 14-19).

17. All storage shall be maintained indoors.

18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 14-19) if sufficient cause is given.

20. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

24. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.

30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.

33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit on the premises.

34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.

36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.

37. The approval of this Conditional Use Permit (CUP 14-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.

38. The approval of this Conditional Use Permit (CUP 14-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.

42. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

45. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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

47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

49. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit.

50. All temporary signage is subject to the restrictions of the City's sign ordinance.

51. No coin operated games or video machines maintained upon the premises at any time.

52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

53. Compliance with the current edition of the California Fire Code.

54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.

56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.

57. Compliance with all nationally recognized standards, laws, and ordinances.

    i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

    ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate

the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflected in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 2nd day of July, 2019 by the Planning Commission.

AYES: Chair Mooradian, Vice Chair Aliksanian, Commissioner Lomeli, Commissioner Briseno, Commissioner Ramirez

NOES:
ABSENT:
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Manuel Mancha
Director of Planning and Community Development

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Medican Holdings LLC Labor Peace Agreement

At this moment Medican Holdings LLC does not have twenty (20) or more employees. However once Medican Holdings LLC reaches twenty (20) or more employees, Medican Holdings LLC will in good faith work with Teamsters Local 300 for the purpose of collective bargaining and shall enter into and provide the City of Montebello a copy of a labor peace agreement no later than one hundred and twenty (120) days after this Agreement's signing.

Medican Holdings LLC will abide by the terms of the labor peace agreement if and when so adopted in accordance with Sec. 6(h) of their Development Agreement.

Applicant Name: DANIEL YOUNG MOON – PRESIDENT/CEO

Signature:

Date: 8/12/2020

DECLARATION UNDER PENALTY OF PERJURY

I, Daniel Y. Moon residing at

154 N Stanley Dr. Beverly Hill CA 90211 hereby declare under penalty of perjury that:

"Under penalty of perjury, I hereby declare that the information contained within and submitted with the Application is complete, true, and accurate. I understand that a misrepresentation of fact is cause for rejection or denial of this Application, or revocation of any development agreement or permit issued in reliance thereon."

EXECUTED AT Los Angeles, CALIFORNIA

THIS 12 DAY OF Aug., 2020

SIGNATURE

J.E.D.M
*Notary
See
Attache

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 08/12/2020 (Date) before me, J.E. Duarte Mendoza, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Daniel Y. Moon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

J. E. DUARTE MENDOZA
Notary Public – California
Los Angeles County
Commission # 2198884
My Comm. Expires May 25, 2021

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Declaration Under Penalty of Perjury

Document Date: 08/12/2020 Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT 3678

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19 (the "First Amendment") is entered into this _____ day of November, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, SB MONTEBELLO INVESTMENTS, LLC ("Owner"), a California limited liability company, and STRATEGIC SOLUTIONS, LLC, ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as "Assignor". City, Owner, Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 16-19.

RECITALS

A. **WHEREAS,** on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS,** on June 13, 2018, Ordinances No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS,** no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on March 4, 2019, Owner applied to this City for a Conditional Use Permit *(hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS,** after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 16-19.

F. **WHEREAS**, on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19 BETWEEN THE CITY OF MONTEBELLO AND SB MONTEBELLO INVESTMENTS, LLC," (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written

consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS,** pursuant to Article 19 of the Development, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS,** it is the intention of SB MONTEBELLO INVESTMENTS, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to STRATEGIC SOLUTIONS, LLC. ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

K. **WHEREAS,** in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7101 and 7117 Telegraph Road with Assessor Parcel Numbers 6354-024-032, and 037 ("Property" or "Site").

L. **WHEREAS,** this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS,** on November 10, 2021, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 16-19, by and between the CITY OF MONTEBELLO, Assignor SB MONTEBELLO INVESTMENTS, LLC, and Assignee STRATEGIC SOLUTIONS, LLC.

N. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement
2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
2.6.c. Exhibit F: Conditions of Approval
2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***The Entirety of the Development Agreement:*** "SB MONTEBELLO INVESTMENTS, LLC" shall be stricken and deleted throughout the entire Development Agreement, and shall be replaced with "STRATEGIC SOLUTIONS, LLC."

3.2. ***Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.***

Owner: **STRATEGIC SOLUTIONS, LLC**
Nature of Interest: *Lease for 10 years, expiring on December 31, 2029 with an option to purchase 50% interest in the property*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.3. ***Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.***

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Craig Yamasaki, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.4. ***Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.***

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Craig Yamasaki, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.5. ***Section 17. CUP Conditions of Approval.***

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, collectively, STRATEGIC SOLUTIONS, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.6. ***Section 21. Notice.***

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Craig Yamasaki 21800 Oxnard Street, Suite 460 Woodland Hills, CA 91367
If to Landlord:	Jack Bhasin c/o SB Montebello Investments, LLC 14447 Firestone Blvd. La Mirada, CA 90638

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

Kimberly Cobos-Cawthorne
Mayor

Date: _____

SB MONTEBELLO INVESTMENTS, LLC

Jagjit S. Bhasin
Managing Member
[Assignor/Owner]

Date: _____

STRATEGIC SOLUTIONS, LLC

Craig Yamasaki
Managing Member
[Assignee/New Owner]

Date: _____

LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

By: _____
JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,

a California limited liability company, its sole member

By: _____
CRAIG YAMASAKI
Its: Managing Member

APPROVED AS TO FORM:

City Attorney
City of Montebello

Date: _____

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 4, 2019, is made by and between SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company ("**Lessor**") and SCOTT KAWASAKI, an individual, and EDWARD CHOI, an individual (**together,** "**Lessee**"), (collectively the "**Parties,**" or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 7107 and 7117 Telegraph Road, Montebello, CA 90640 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): approximately 21,290 square feet at the above-referenced addresses, with APNs 6354-024-032 and 6354-024-037. (See also Paragraph 2)

1.3 **Term:** ten (10) years and zero (0) months ("**Original Term**") commencing January 1, 2020 ("**Commencement Date**") and ending December 31, 2029 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $47,000 per month ("**Base Rent**"), payable on the 1st day of each month commencing March 1, 2020. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $47,000 for the period 1/1/2020 through 2/29/2020 (Base Rent is 50% abated for this period of the Original Term only).

(b) **Security Deposit:** $10,000 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** $7,722 for the period 1/1/2020 through 2/29/2020.

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $64,722.

1.7 **Agreed Use:** Retail Sale, cultivation, and distribution of medical and adult-use cannabis and related products subject to Lessee obtaining all required local permits, authorizations, state licenses, consents, and approvals. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

~~1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)~~

~~(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):~~

~~Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~Lessee's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 51;

☐ ~~a plot plan depicting the Premises;~~

☐ ~~a current set of the Rules and Regulations;~~

☐ ~~a Work Letter;~~

☐ ~~other (specify):~~ _____.

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for

INITIALS _____ INITIALS _____

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purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

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3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and

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does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

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7.1 Lessee's Obligations.

(a) In General. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) Service Contracts. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) Failure to Perform. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) Replacement. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) Definitions. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) Consent. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) Liens; Bonds. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) Ownership. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) Removal. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) Surrender; Restoration. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements,

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parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

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8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

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9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

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(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

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(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the

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exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~15. Brokerage Fees.~~

~~15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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17. Definition of Lessor. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent.* A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent.* An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the

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agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such

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activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be

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regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

_____ _____

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Executed at: Commerce CA
On: 2/26/20

By LESSOR:
SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company

By:
Name Printed: Jagjit Bhasin
Title: Manager
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 14447 Firestone Blvd., La Mirada, CA 90638
Federal ID No.:

BROKER

Attn:
Title:

Address:
Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Executed at:
On:

By LESSEE:
SCOTT KAWASAKI, an individual, and EDWARD CHOI, an individual

By:
Name Printed: SCOTT KAWASAKI
Title:
Phone: 310-207-5996
Fax:
Email:

By:
Name Printed: EDWARD CHOI
Title:
Phone:
Fax:
Email: echoi@amherstrec.com

Address: c/o Amherst Real Estate Capital, 12121 Wilshire Blvd., Suite 520, Los Angeles, CA 90025
Federal ID No.:

BROKER

Attn:
Title:

Address:
Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

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AIRCRE

RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: December 4, 2019

By and Between

Lessor: SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company

Lessee: SCOTT KAWASAKI, an individual, and EDWARD CHOI, an individual

Property Address: 7107 and 7117 Telegraph Road, Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 51

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☑ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): the 1st day of January of each year of the Original Term, commencing January 1, 2021 the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☑ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): Los Angeles, CA , All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☑ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

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3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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AMENDMENT TO LEASE

This Amendment to Lease (this "Amendment") is made and entered into as of January 14, 2021, by and among SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company ("Lessor"), and STRATEGIC SOLUTIONS LLC, a California limited liability company, successor in interest to DARIO MANAGERS LLC, a California limited liability company ("Lessee"), successor in interest to SCOTT KAWASAKI and ED CHOI, with reference to the following:

A. Lessor and Lessee (Lessee as successor in interest) are parties to that certain Standard Industrial/Commercial Single-Tenant Lease - Net lease dated December 4, 2019 (the "Lease"), with regard to certain premises located at 7107 and 7117 Telegraph Road, Montebello, California 90640 (the "Premises").

B. At Lessee's request, Lessor has agreed to partially and conditionally abate Lessee's obligation to pay Rent due under the Lease for a limited time period, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings given thereto in the Lease.

2. Conditional Abatement of Rent. Lessee's obligation to pay Rent due under the Lease shall be conditionally abated as follows: (a) for the months of February and March, 2020, Lessee's obligation to pay Rent, including Base Rent and Association Fees, shall be conditionally abated in full; and (b) for the months of April through December, 2020, Lessee's obligation to pay Base Rent shall be conditionally abated by an amount equal to fifty percent (50%) of the Base Rent due; all of the foregoing as follows:

Lease Month	Base Rent Due Under Lease	Association Fees Due Under the Lease	Base Rent Payable	Association Fee Payable
February, 2020	$23,500.00	$3,861.00	$0.00	$0.00
March, 2020	$47,000.00	$3,861.00	$0.00	$0.00
April, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
May, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
June, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
July, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
August, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
September, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
October, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
November, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
December, 2020	$47,000.00	$3,861.00	$23,500.00	$3,861.00
Total	$517,000.00	$46,332.00	$211,500.00	$34,749.00

3. Intentionally omitted.

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4. Option to Purchase. Lessor and Lessee acknowledge that Lessee and a member of Lessor are discussing the grant to Lessee of an option to purchase a fifty percent (50%) membership interest in Lessor, on terms and conditions which have been separately negotiated (the "Optioned Membership Interest"). The parties hereby confirmed that terms and conditions for the acquisition of the Optioned Membership Interest have been reached and are documented in an option agreement (the "Option Agreement") executed by such parties concurrently with execution of this Amendment.

5. Conditions of Abatement. Except as otherwise specifically provided in this Amendment, no amounts to be paid under the Lease (other than Base Rent and Association fees, as set forth in Paragraph 2 above), including without limitation Insurance and Real Property Taxes (billed quarterly), due from Lessee under the Lease shall be modified, deferred, abated or affected. Lessor's agreement to provide the abatements set forth in paragraph 2 above is conditioned upon Lessee not being in Default until the end of the current Lease term, Lessee not having assigned the Lease or sublet any part of the Premises (except to the successor wholly owned or controlled entity that is named in this Amendment, it being understood that the original Lessee parties still nonetheless remain primarily liable for the duties and obligations of Lessee under the Lease), and Lessee timely performing all of its duties under this Amendment (any failure to so comply or to cure any Default in the allowed cure periods set forth in the Lease shall also be a Default). Upon Lessee's Default or Breach before end of the current Lease term, Lessor's agreement to provide the foregoing deferral shall terminate, and Lessee shall immediately owe and pay to Lessor all Base Rent and additional amounts previously reduced and/or deferred, together with any late charges and interest due under the Lease.

6. Rent Payments and Repayment of Deferred Base Rent. All other Base Rent and other Lease payments due under the Lease (and all other Lease obligations) must be paid and performed as required by the Lease. In the event of any Lessee Default which Lessee fails to cure during any period of time allowed for in the Lease for such a cure, the foregoing conditional abatement shall terminate and be deemed *void ab initio*, and all conditionally abated amounts shall thereupon be due and payable on demand.

7. Loan Payments. In addition to the Lease payments, Lessee shall on its execution of this Amendment reimburse Lessor for interest payments made by Lessor under that certain Promissory Note dated December 19, 2019, made by Lessor for the benefit of Kensington Partners, LLC and Bronzetree Terraces, LLC (the "Note"), and Lessee shall hereafter, until the earlier of the date the Note is repaid by Lessor or December 31, 2021, pay Lessor, on the first day of each calendar month, the amount of $6,472.92, representing the scheduled interest payments under the Note. Lessee shall also pay to Lessor on demand all fees, charges, default interest and other amounts set forth in the Note (which Lessee has reviewed) as if Lessee were the "Trustor" or "Borrower" thereunder and Lessor the "Lender" in the event that Lessee fails to timely make any such interest payment. In the event of any Lessee Default, which Lessee fails to cure during any period of time allowed for in the Lease for such a cure, related to any of the foregoing payments under the Note, the conditional Rent abatement set forth above shall terminate and be deemed *void ab initio*, and all conditionally abated amounts shall thereupon be due and payable on demand. Amounts paid by Lessee with regard to the Note shall not be applied to any obligations to pay Rent.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but all which counterparts together shall constitute one and the same instrument.

9. No Further Modifications, No Default. Except as hereby modified, the Lease is hereby ratified and affirmed and shall continue in force and effect in accordance with its terms. Lessee hereby acknowledges, confirms and agrees that there is no default outstanding on the part of Lessor under the

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Lease, that Lessee is bound by the Lease in accordance with its terms, and that Lessee has no offset rights under the Lease.

10. Enforcement of Amendment; Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

By: _____
JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,

a California limited liability company,
its sole member

By: _____
SCOTT KAWASAKI
Its: Managing Member

The undersigned, the guarantor of the Lease, hereby consents to the foregoing Amendment and reaffirms that its Guaranty remains in full force and effect with regard to the Lease, modified as set forth in the foregoing Amendment.

_____
SCOTT KAWASAKI

_____
EDWARD CHOI

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made and entered into as of August 23, 2021, by and among SB MONTEBELLO INVESTMENTS, LLC., a California limited liability company ("Lessor"), and the following individuals and entities STRATEGIC SOLUTIONS LLC, a California limited liability company, successor in interest to DARIO MANAGERS LLC, a California limited liability company ("Lessee"), successor in interest to SCOTT KAWASAKI and ED CHOI, the initial lessees, and CRAIG YAMASAKI, with reference to the following:

A. Lessor and Lessee (Lessee as successor in interest to the initial lessees) are parties to that certain Standard Industrial/Commercial Single-Tenant Lease - Net lease dated December 4, 2019 (the "Lease"), with regard to certain premises located at 7107 and 7117 Telegraph Road, Montebello, California 90640 (the "Premises").

B. As part of Lessee's business organization, the successor Lessee, Strategic Solutions, LLC, is solely owned by Dos Pasos, LLC, a California limited liability company. Membership in Dos Pasos LLC is held solely by Craig Yamasaki.

C. Lessor has previously received the personal guaranties of Scott Kawasaki and Ed Choi to the obligations of Lessee under the Lease as amended on January 14, 2021 (the "First Amendment"). Lessor now wishes to have the personal guaranty of Craig Yamasaki, sole member of Dos Pasos, for all obligations under the Lease and the First Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated as part of this Second Amendment as though set out in full hereat.

2. Yamasaki Acknowledgment of Lease Obligations and Guaranty of Same. Yamasaki has been informed and understands the obligations of the Lessee under the Lease and the First Amendment. Yamasaki agrees to honor all obligations of the Lessee, Strategic Solutions, as guarantor, together with Scott Kawasaki and Ed Choi.

3. Lessor's Acknowledgment and Acceptance of Yamasaki's Interest. For good and valuable consideration, to wit (i) the individual personal guaranty of Yamasaki of all of Strategic Solution obligations under the Lease and the First Amendment to the Lease, in addition to the guaranties of Scott Kawasaki and Ed Choi of said obligations, and (ii) the representation of all Lessee parties or assignees of the original Lessee that Yamasaki is now the sole member of Dos Pasos, sole and controlling member of Strategic Solutions, Lessor accepts the personal guaranty of Yamasaki and, based on said representations, recognizes Yamasaki as the sole member of Dos Pasos.

4.. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but all which counterparts together shall constitute one and the same instrument.

5. No Further Modifications, No Default. Except as hereby modified, the Lease is hereby ratified and affirmed and shall continue in force and effect in accordance with its terms. Lessee hereby acknowledges, confirms and agrees that there is no default outstanding on the part of Lessor under the

Lease, that Lessee is bound by the Lease in accordance with its terms, and that Lessee has no offset rights under the Lease.

6. Enforcement of Amendment; Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

LESSOR:
SB MONTEBELLO INVESTMENTS, LLC,
a California limited liability company

By: _____
JACK BHASIN
Its: Managing Member

LESSEE:
STRATEGIC SOLUTIONS LLC,
a California limited liability company

BY: DOS PASOS LLC,

a California limited liability company,
its sole member

By: _____
CRAIG YAMASAKI
Its: Managing Member

The undersigned, guarantors of the Lease, hereby consent to the foregoing Second Amendment and reaffirm that their Guaranty remains in full force and effect with regard to the Lease, modified as set forth in the First Amendment and the foregoing Second Amendment.

_____
SCOTT KAWASAKI

_____
EDWARD CHOI

_____
CRAIG YAMASAKI

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 7107 and 7111 Telegraph Rd, Montebello, CA 90640

APN(s): 6354-024-034 and 6354-024-037

Legal Property Owner Name: SB Montebello Investments, LLC

I, Jagjit Bhasin (Authorized Person First and Last Name), Managing Member (Title (owner, president, managing partner, managing member, trustee))

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Craig Yamasaki; Strategic Solutions, LLC (Primary Owner / Applicant Business Name), a proposed commercial cannabis business, at the real property identified hereinabove.

Authorized Signature: _____ Date: 8/19/21

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Craig Yamasaki
Phone Number: (310)749-3550 Email: craig@terrachoices.com

Check all that apply:

☑ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____

_____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
On 08/20/2021 (*Date*) before me Kelvin A. Driscoll (*Notary name*)
personally appeared Jagjit Bhasin (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

KELVIN A. DRISCOLL
COMM. #2291869
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires July 5, 2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On September 3, 2024 before me, J. E. Pantoja, Notary Public
(insert name and title of the officer)

personally appeared Craig Takao Yamasaki,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. E. PANTOJA
COMM # 2366738
Los Angeles County
California Notary Public
Comm Exp July 20, 2025

Signature _____ (Seal)

EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 15-19

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING CONDITIONAL USE PERMIT NO. CUP 16-19 TO ALLOW A CANNABIS CULTIVATION, MANUFACTURING, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY LOCATED AT 7101 AND 7117 TELEGRAPH ROAD (APN 6354-024-032, AND 037)

WHEREAS, a Conditional Use Permit No. CUP 16-19 application was submitted by Jack Bhasini with S.B. Montebello Investments, LLC. and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (14,417 sq. ft.), Manufacturing, Distribution, and Non-Store Front retail delivery located at 7101 and 7117 Telegraph Road (APN 6354-024-032, and 037);

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

WHEREAS, the Conditional Use Permit No. CUP 16-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, Goal 1, "Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Manufacturing, Distribution, and Non-Store Front retail is in compliance with the M-2 (Heavy Manufacturing) zone because:

    a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.71.010, the proposed use:

    a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;

    b. Would not adversely affect the general welfare of the surrounding property owners;

    c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;

    d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;

    e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

1. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 16-19 to allow cannabis Manufacturing, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

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

2. The applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

16-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **July 2, 2021**. Otherwise if shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.

4. Approval of CUP 16-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.

5. This approval under CUP 16-19 is for cannabis Cultivation (14,417 sq. ft.), Manufacturing, Distribution and Non-Store Front delivery only that will occupy two existing spaces totaling 21,290 square feet within an existing commercial condominium building. The project shall maintain internal circulation within the two existing spaces at times.

6. S.B. Montebello Investments, LLC. must be a registered business or entity with the Secretary of State of the State of California. If S.B. Montebello Investmetns, LLC. is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.

9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.

10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

13. The applicant's business of cannabis Cultivation, Manufacturing, Distribution and Non-Store Front activity will not have any members of the public visit the premises at 7101 and 7117 Telegraph Road for acquisition or sale of any product.

14. The development and utilization of the subject site shall substantially conform to the plans submitted by applicant and date stamped May 28, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.

15. Off-street parking. The existing building area of 21,290 square feet consists of two spaces and at 1 parking space per 500 sq. ft., 42 parking spaces are required. The project under CUP 16-19 provides the required 42 existing parking spaces.

16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 16-19).

17. All storage shall be maintained indoors.

18. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

19. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 16-19) if sufficient cause is given.

20. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

21. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

22. Applicant shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

23. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

24. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

25. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

26. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

27. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

28. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

29. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.

30. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

31. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

32. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.

33. The applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit on the premises.

34. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

35. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.

36. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.

37. The approval of this Conditional Use Permit (CUP 16-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.

38. The approval of this Conditional Use Permit (CUP 16-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

39. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

40. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

41. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.

42. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

43. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

44. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

45. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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

47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

49. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit.

50. All temporary signage is subject to the restrictions of the City's sign ordinance.

51. No coin operated games or video machines maintained upon the premises at any time.

52. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

53. Compliance with the current edition of the California Fire Code.

54. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

55. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.

56. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.

57. Compliance with all nationally recognized standards, laws, and ordinances.

    i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflected in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 2nd day of July, 2019 by the Planning Commission.

AYES: Chair Mooradian, Commissioner Lomeli, Commissioner Briseno, Commissioner Ramirez
NOES:
ABSENT: Vice Chair Aliksanian
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Labor Peace Agreement
By and between
SB Montebello Investments, LLC and
Teamsters Local Union No. 630

Whereas SB Montebello Investments, LLC (the "Employer") holds or intends to apply for one or more State licenses to engage in commercial cannabis activity, and intends to become a licensee to engage in commercial cannabis activity, as such terms are defined by Chapter 1 of Division 10, commencing with section 26000, of the California Business and Professions Code;

Whereas the International Brotherhood of Teamsters, Local 630 (the "Union") represents employees working within industries engaged in cultivating, manufacturing, processing, warehousing, distribution or transportation of medicinal, perishable and consumer products, and such industries are within the historical and recognized jurisdiction of the Union;

Whereas Employer desires to construct and operate commercial cannabis activities within the Union's geographic jurisdiction, and desires to do so without disruption, unrest or delay, that may be occasioned by labor disputes;

Whereas the Union seeks a means of efficiently and amicably resolving disputes relating to its representation of employees engaged in the industry in which Employer seeks to operate;

Whereas the Employer and the Union (the "Parties") intend this agreement ("Agreement") to satisfy the provisions of Business and Professions Code section 26051.5;

Wherefore, the Parties voluntarily enter into this agreement, which shall be binding on them:

I. **Scope and Term:**

A. **Scope.** This agreement shall apply with respect to any and all commercial cannabis activities in which The Employer currently engages and any operations the Employer engages in the future, in addition to any businesses acquired by the Employer with respect to employees not already represented by a labor organization. This Agreement shall be submitted with any application made by Employer to obtain any License to engage in commercial cannabis activities pursuant to state law or local governmental ordinances.

B. **Term.** This agreement shall be in effect and binding upon the Parties with respect to all employees engaged in commercial cannabis activities employed by the employer (the "Bargaining Unit"), excluding guards and supervisors as defined by the National Labor Relations Act (NLRA), but shall cease to apply to employees for whom (1) a labor organization is voluntarily recognized, and the Parties have entered into a Collective Bargaining Agreement covering such employees; or (2) the National Labor Relations Board (NLRB) has issued a certification with respect to such employees, the Employer has not challenged such certification, and the Parties have entered into a Collective Bargaining Agreement.

C. **Disputes.** Any dispute regarding the composition of the bargaining unit or appropriateness of individual(s) within the unit that cannot be resolved by the Parties shall be resolved via the Resolution of Disputes machinery included in this Agreement.

D. **Limit.** This Agreement does not mandate a particular method of election or certification of the Union as the exclusive representative of the employees for the purposes of collective bargaining.

2. <u>Neutrality:</u>

A. **Employer Neutrality.** The Employer shall remain neutral with respect to the Union and its representation of employees covered by this Agreement. Neutrality means that the Employer shall make no written or oral statement or take any action opposing or advocating unionization, nor shall it provide support or assistance of any kind to any person, group, firm, or consultant opposing unionization. The Employer also shall not demean the Union as an organization or its representatives as individuals, nor portray the Union in a bad light. The Employer shall not retaliate against, disparage or pressure any employee for voicing his or her support or opposition of the Union or union representation, shall not conduct captive audience or one-on-one meetings. The Employer will not poll or question employees regarding their position with regard to the Union. The Employer will inform all managerial employees, supervisors, or other agents of the Employer of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement up to and including termination from employment for any violations of this neutrality provision.

B. **Union Neutrality.** The Union shall remain neutral with respect to the Employer and agrees to communicate with employees in a non-coercive positive manner and shall not denigrate the Company, its managers, supervisors, agents or representatives. The Union shall not present or portray the Employer in a bad light to employees or to the public. The Union shall focus its efforts on addressing employee workplace issues through collective bargaining and union representation. The Union and its agents will communicate with employees in a non-adversarial and positive manner. The Union will inform all representatives, organizers, or other agents of the Union of their obligations under this Agreement and will take prompt and appropriate action to stop and correct any violations of this Agreement.

C. **Union Access/Non-disruption of Business Operations.** The Company recognizes the Union's right to communicate with the workers it seeks to organize, and the Union recognizes that access must accommodate the Company's concerns with minimizing disruption of its business and productivity. The Company shall permit Union representatives access to Employer property and facilities for the purpose of communicating with employees about Union representation. Employees will be allowed to distribute literature and distribute and collect authorizations cards. The Union's activities shall not disrupt or interfere with the Employer's operations or business.

D. **Employee Eligibility List.** The Employer shall provide to the Union the names, addresses, telephone numbers and email addresses of all non-managerial and non- supervisory employees covered by this agreement, together with a designation of the work location and department/function of each listed employee, which shall be described with respect to one or of the following types of work: clerical, cultivation, sanitation, maintenance, manufacturing, processing, laboratory services, labeling, packaging, storing or warehousing, transporting, distributing or sales. The intent of this section applies to all full-time/regular and part-time employees within the listed classifications. The Employer shall update the eligibility list regularly and no less often than weekly if requested by the Union. The Eligibility list shall be used for and be regarded as a conclusive eligibility list for the purpose of determining whether the Union enjoys a majority of support among the employees, or a subset of such employees appropriate for purposes of collective bargaining.

E. **No Strike/No Lockout:** The Employer agrees it shall not engage in a lockout of employees. The Union agrees it will not engage in or encourage any strikes, slowdowns, picketing or other concerted activity.

3. <u>Card Check.</u>

A. When the Union has received signed authorization cards from a majority of employees or 51% in the bargaining unit identified above, it will notify the Employer in writing and request recognition. The Parties shall designate a neutral, disinterested third party (the "Neutral") to oversee the recognition process.

B. Within five (5) days of the request for recognition, the Employer will provide the Neutral with a list of all employees in the bargaining unit and samples of their signatures. The Union will thereafter present the authorization cards to the Neutral for verification. If the Employer fails to provide samples of the employees' signatures, their signatures shall be presumed valid.

C. If the Neutral verifies that a majority of the employees in the bargaining unit have selected the Union to be their representative, the Company agrees to recognize the Union as the exclusive bargaining representative of the employees in that unit and sign the attached recognition agreement. The Employer expressly agrees to waive any right to condition recognition upon an election conducted by the NLRB or any other public or private entity. Bargaining shall commence within thirty (30) days of verification.

4. **Resolution of Disputes**

A. **Notice of breach.** Should a party determine that the other may be in breach of this Agreement, it shall inform the other in writing. The party so informed shall have 24 hours to cease and desist from the practice and/or provide an explanation of its action. In the event the aggrieved party is not satisfied, it shall invoke this dispute resolution procedure set forth in this Agreement as the sole means of resolving the dispute.

B. **Resolution of Disputes.** Any and all disputes regarding the interpretation, application or compliance with this Agreement shall be subject to binding arbitration, with the sole exception being injunctive relief sought for the purpose of maintaining the *status quo* pending the resolution of the particular dispute under this procedure or to enforce the decision of the Arbitrator.

Should a dispute arise, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). Arbitrators on the FMCS Panel must be members of the National Academy of Arbitrators ("NAA"). The FMCS Panel request shall be for arbitrators in Southern California and/or with addresses within the closest geographical or metro region available. The Parties shall alternately strike from the FMCS Panel. The Employer shall provide the first strike and each party shall thereafter alternate strikes until one arbitrator remains who shall be the selected arbitrator. The selected arbitrator shall provide dates and the Parties shall agree on a date that is no longer than sixty (60) days following the date on which they have selected the arbitrator. If the selected arbitrator is unable to offer dates within such sixty-day period, the jurisdiction to hear the dispute shall be offered to each arbitrator on the FMCS Panel in the reverse order that they were struck by the Parties.

At the conclusion of the hearing, the Parties may submit oral argument, but neither party shall submit any written briefs. A final written decision may be issued by the arbitrator at the conclusion of the hearing or within three days of the close of the hearing. The Parties may request the arbitrator who first hears a dispute under this provision to accept designation as a permanent arbitrator if s/he/they is willing to continue to hear and resolve disputes on an expedited basis.
Except as provided in subsection C, the Parties shall split the cost of the arbitrator and bear their own costs of participation in the dispute resolution process.

C. **Exceptional Remedies for Willful Breach.** In the event the Arbitrator finds a party has willfully breached this Agreement, s/he/they shall impose the following remedies as appropriate to fully remedy the breach: Injunctive relief; award of attorney's fees and arbitration costs; extension of the term of this Agreement; foreseeable, reliance, consequential, or actual damages; specific performance; and liquidated damages in an amount of no less than $5,000. In the event a prevailing party must proceed to a court of law to confirm and/or enforce an award issued under this agreement, the losing party shall be liable for payment of reasonable attorneys' fees and costs incurred to enforce and obtain compliance with the award.

5. **Severability**

To the extent one or more terms of this agreement are determined to be invalid by a court of law or by a final decision of an administrative agency that is appealable only to a court of law, the remaining provisions shall be unaffected and shall remain in force and effect.

6. **Warranty of Authority**

The parties warrant that their respective representatives who have executed this agreement have full authority to bind and obligate the parties to the terms set forth herein.

Agreed and accepted this 1 day of Sep, 2019:

EMPLOYER

By: _____

Name: Jagjit Bhasin

Title: Owner

TEAMSTERS LOCAL 630

By: _____

Name: Lou Villalvazo

Title: Secretary-Treasurer

CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT 3680

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 18-19

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 18-19 (the "First Amendment") is entered into this _____ day of November, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, GARDEN OF LEAVES, LLC ("Owner"), a California limited liability company, and ROYAL INVESTMENT HOLDING LLC ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as "Assignor." City, Owner and Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 18-19.

RECITALS

WHEREAS, on February 14, 2018, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, on June 13, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, on March 4, 2019, Owner applied to this City for a Conditional Use Permit *(hereinafter* "CUP") to conduct commercial cannabis activities; and

WHEREAS, after conducting a duly noticed CUP hearing on July 16, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 18-19; and

WHEREAS, on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 18-19 BETWEEN THE CITY OF MONTEBELLO AND GARDEN OF LEAVES, LLC" (the "Development Agreement"); and

WHEREAS, on August 11, 2021, Owner applied to this City for an Amendment to Conditional Use Permit No. 18-19 to relocate the project Site from 1424 Espanol Avenue to 1724 Aeros Way; and

WHEREAS, after conducting a duly noticed CUP hearing on October 19, 2021, in

conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 18-19-M1; and

WHEREAS, Assignee currently holds a legal or equitable interest in certain real property considered in this Agreement which has a development area of approximately 44,507 square feet located at 1724 Aeros Way, City of Montebello, State of California ("Site"). The Site includes Assessor Parcel Number 6354-028-025, and is more fully described in the Legal Description in Exhibit A, and shown on the map in Exhibit B. Both exhibits being attached hereto, respectively, and are incorporated herein by this reference; and

WHEREAS, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP; and

WHEREAS, Article 22 of the Development Agreement, "Miscellaneous Provisions; Amendment or Cancellation," allows the Agreement to be amended in whole or in part, only by written mutual consent of the parties to the Agreement if the amendment affects a substantive provision of the Agreement; and

WHEREAS, it is the intention of GARDEN OF LEAVES, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to ROYAL INVESTMENT HOLDING LLC ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein; and

WHEREAS, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP; and

WHEREAS, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 1724 Aeros Way with Assessor Parcel Number 6354-028-025 ("Property" or "Site").

L. **WHEREAS,** this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development

Agreement.

M. **WHEREAS,** on November 10, 2021, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 18-19, by and between the CITY OF MONTEBELLO, Assignor GARDEN OF LEAVES, LLC, and Assignee ROYAL INVESTMENT HOLDING LLC.

N. **WHEREAS,** all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq., have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act ("CEQA") requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and Corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interest, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. The First Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party

with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit A: Legal Description
2.6.b. Exhibit B: Parcel Map
2.6.c. Exhibit C: Site and/or Floor Plans
2.6.d. Exhibit D: Recorded Grant Deed or Executed Lease Agreement
2.6.e. Exhibit E: Property Owner Signed and Notarized Consent Form
2.6.f. Exhibit F: Conditions of Approval
2.6.g. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***The Entirety of the Development Agreement:*** "GARDEN OF LEAVES, LLC" shall be stricken and deleted throughout the entire Development Agreement, and shall be replaced with "ROYAL INVESTMENT HOLDING LLC."

3.2. ***Section 2.a. Description of Property.*** Land situated in the City of Montebello, County of Los Angeles, State of California, whose street address is 1724 Aeros Way, City of Montebello, State of California (the "Site"). The Site includes Assessor Parcel Number 6354-028-025.

3.3. ***Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest*****.**

Owner: **ROYAL INVESTMENT HOLDING LLC**
Nature of Interest: *Lease for 5 years with the option to Lease for another 2 terms, each term shall be for 5 years.*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.3. ***Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison*****.**

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Roberto Luo Wen, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.4. ***Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections*****.**

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Roberto Luo Wen, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.5. ***Section 17. CUP Conditions of Approval*****.**

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, ROYAL INVESTMENT HOLDING LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.6. ***Section 21. Notice*****.**

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notices, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be

deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any party hereto may at any time, by giving then (1) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Roberto Luo Wen Royal Investment Holding LLC 1724 Aeros Way Montebello, CA 90640
If to Landlord:	Igor Pasternak c/o P.F. Heritage, LLC 1734 Aeros Way Montebello, CA 90640

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

_____

Kimberly Cobos-Cawthorne
Mayor

Date:_____

GARDEN OF LEAVES, LLC

_____

Garo Shakhkaramian
Owner and Managing Member
[Assignor/Owner]

Date:_____

ROYAL INVESTMENT HOLDING LLC

_____

Roberto Luo Wen
Owner and Managing Member
[Assignee/New Owner]

APPROVED AS TO FORM:

_____

City Attorney
City of Montebello

Date:_____

EXHIBIT “A”

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

AIN: 6354-028-025

Situs Address:
1724 GAGE RD
MONTEBELLO CA 90640-6504

Use Type:
Industrial

Parcel Type:
Regular Fee Parcel

Tax Rate Area:
06331

Building (0103) & Land Overview
Use Code:
3100

Design Type:
3800

Quality Class:
DX

# of Units:
0

Beds/Baths:
0/0

Building SqFt:
24,000

Year Built:
1968

Effective Year:
1968

Land SqFt:
70,106

EXHIBIT “B”

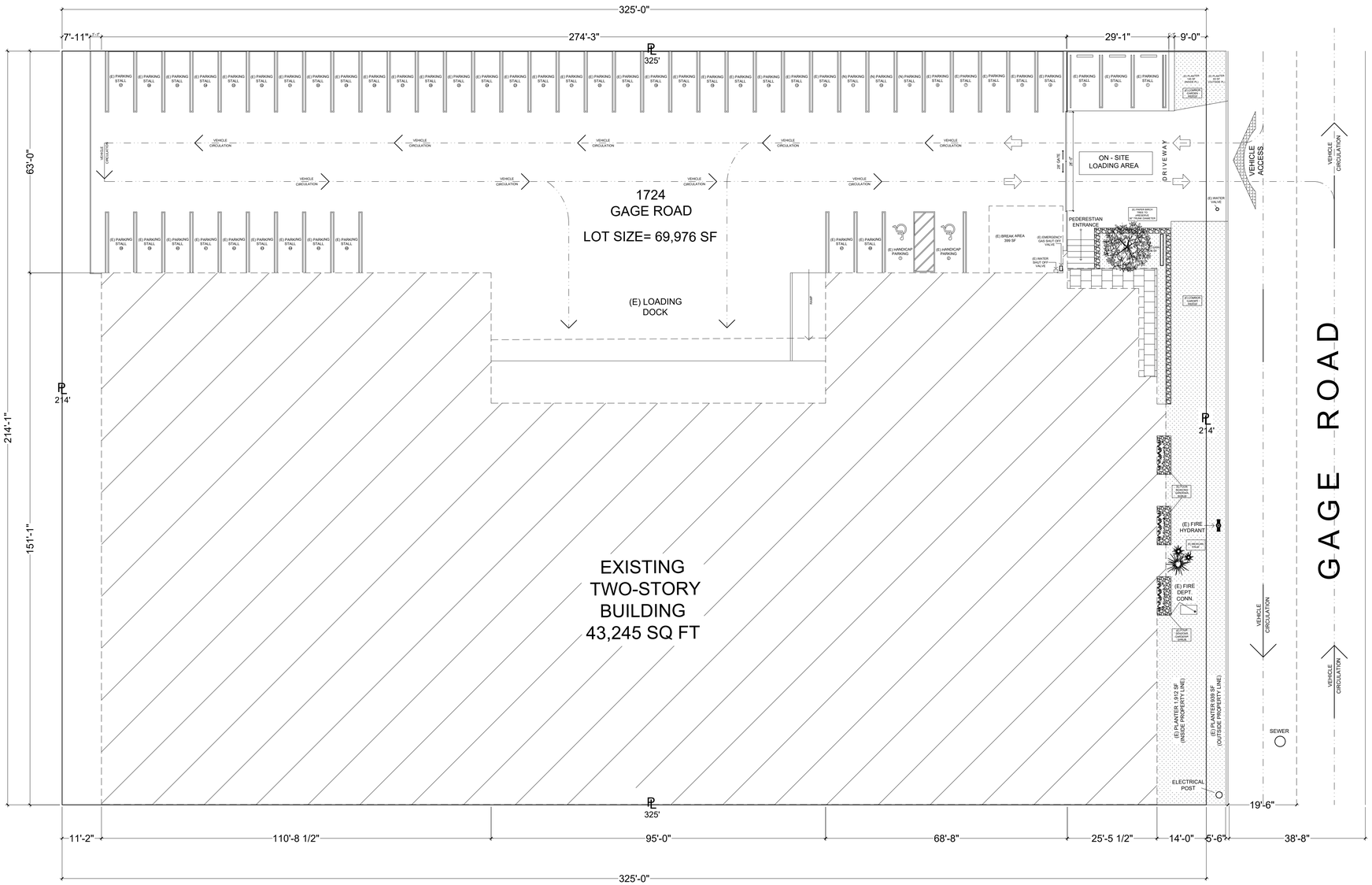
PARCEL MAP

6354	28 SHEET	P. A. 6354-28	TRA 6331	REVISED 900924140010002-27 950622	980717080010001-27 200711270600200l-27					OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002

EXHIBIT “C”

FLOOR PLANS AND/OR SITE PLANS

ADJACENT PROPERTY,
NOT TO BE USED BY APPLICANT,
NOT IN PROJECT.



ADJACENT PROPERTY,
NOT TO BE USED BY APPLICANT,
NOT IN PROJECT.

PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

SITE PLAN

SCALE 1/16" = 1'-0"

PROJECT ADDRESS:
1724 GAGE RD
MONTEBELLO, CA. 90640

APPLICANT:
ROYAL INVESTMENT HOLDING, LLC.
1724 GAGE RD
MONTEBELLO, CA. 90640

LEGAL DESCRIPTION

1724 GAGE ROAD. PROPERTY TYPE:
MANUFACTURING.
PARCEL MAP AS PER BK 12 P 99 OF P M
LOT 1
LOCATED IN THE MUNICIPALITY OF
MONTEBELLO, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA.

PROJECT SIZE

PROPERTY TOTAL SQUARE FOOTAGE
69,976 SQ FT

BUILDING 1 TOTAL SQUARE FOOTAGE (2 STORIES)
47,365 SQ FT

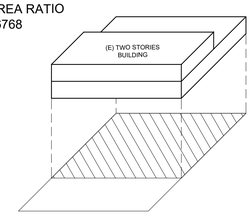
FIRST STORY TOTAL SQUARE FOOTAGE
43,245 SQ FT

SECOND STORY TOTAL SQUARE FOOTAGE
4,120 SQ FT

PARKING AREA TOTAL SQUARE FOOTAGE
17,497 SQ FT

A.P.N. 6354-028-025

FLOOR AREA RATIO
0.6768



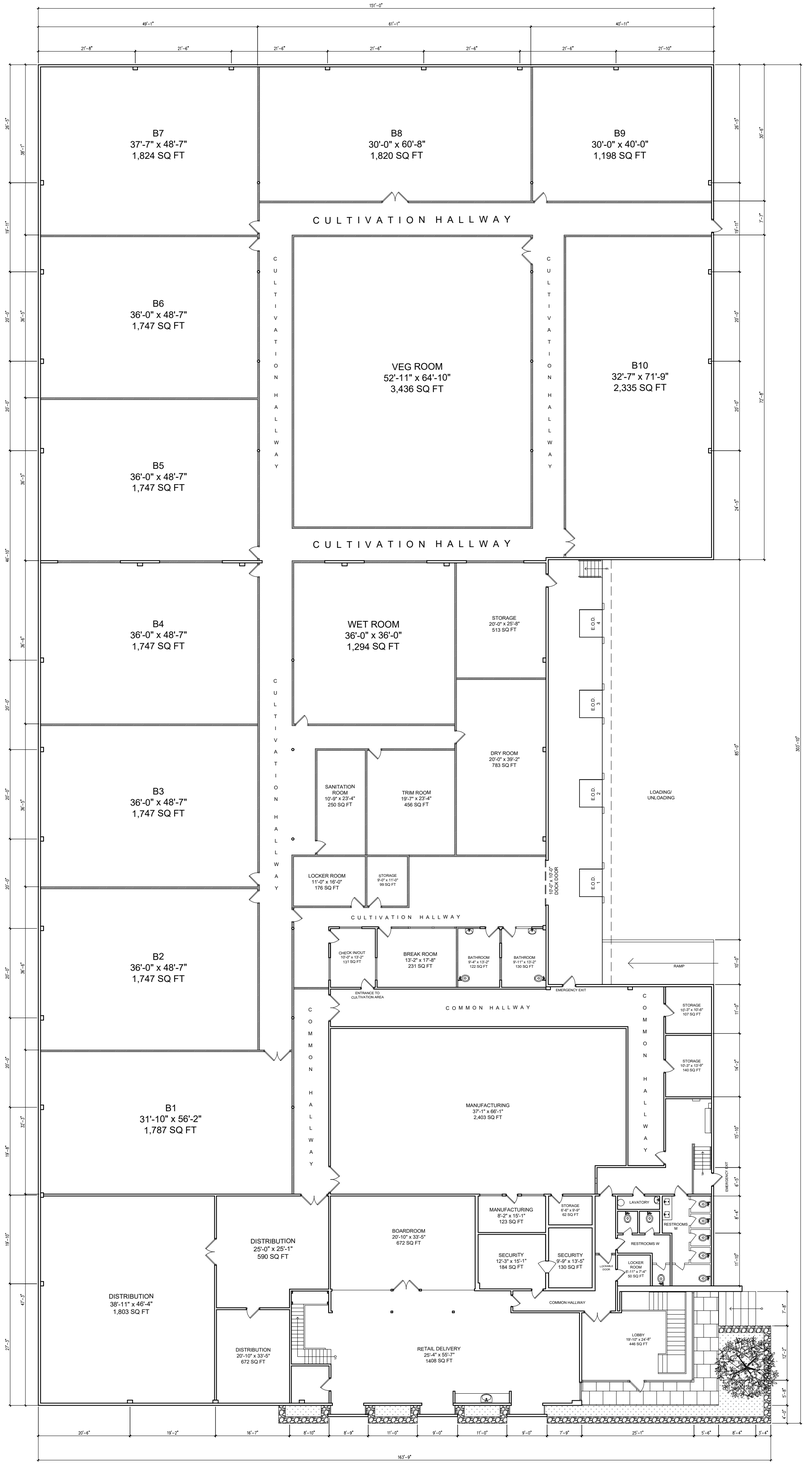
PARKING SUMMARY

TYPE OF SPACE	QTY @ PROPERTY
STANDARD	48
HANDICAP	2
TOTAL PARKING SPACES	50

VICINITY MAP

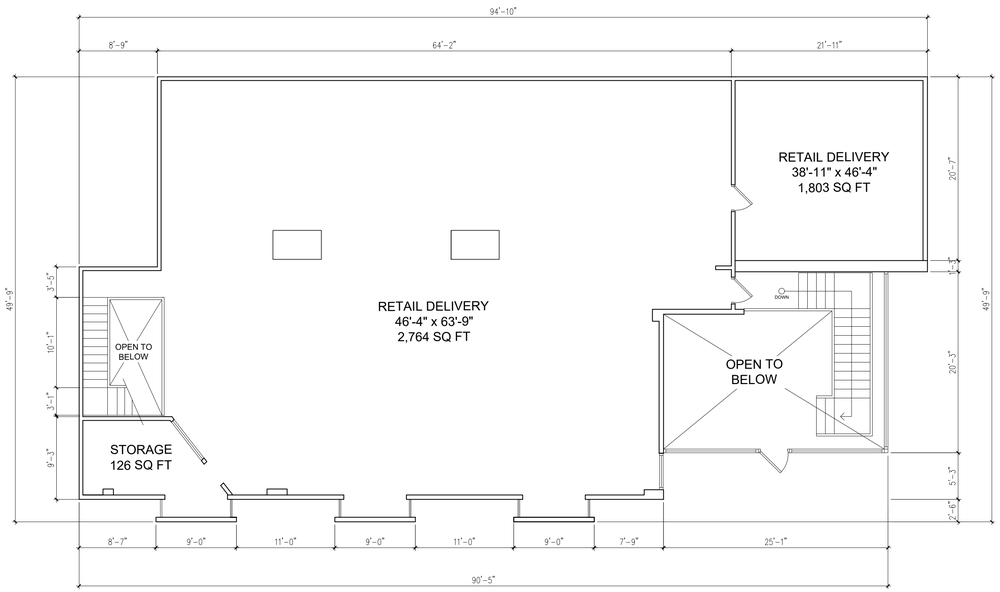
EXISTING LANDSCAPING NOTES MARKED ON SITE PLAN

SHEET:
A.1
SITE PLAN



FIRST FLOOR PLAN

1/16" = 1'-0"



SECOND FLOOR PLAN

1/8" = 1'-0"

PROPOSED USE AND SIZE

BUILDING TOTAL SQUARE FOOTAGE 47,365 SQ FT
CULTIVATION AREA 28,581 SQ FT
MANUFACTURING AREA 2,588 SQ FT
DISTRIBUTION AREA 3,065 SQ FT
RETAIL DELIVERY 6,773 SQ FT
LOADING/ UNLOADING AREA 3,515 SQ FT

PROJECT ADDRESS:
1724
GAGE RD.
MONTEBELLO, CA.
90640

APPLICANT:
ROYAL INVESTMENT
HOLDING, LLC.
1724 GAGE RD.
MONTEBELLO, CA.
90640

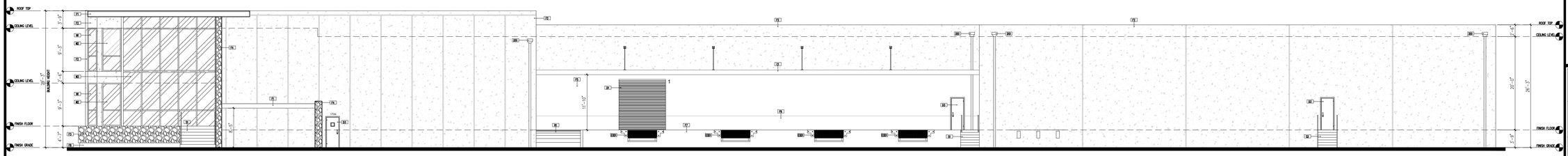
NOTES:

- **DENOTES NEW WALL**
- **DENOTES EXISTING WALL**
- **DENOTES STEEL COLUMNS**

SHEET:

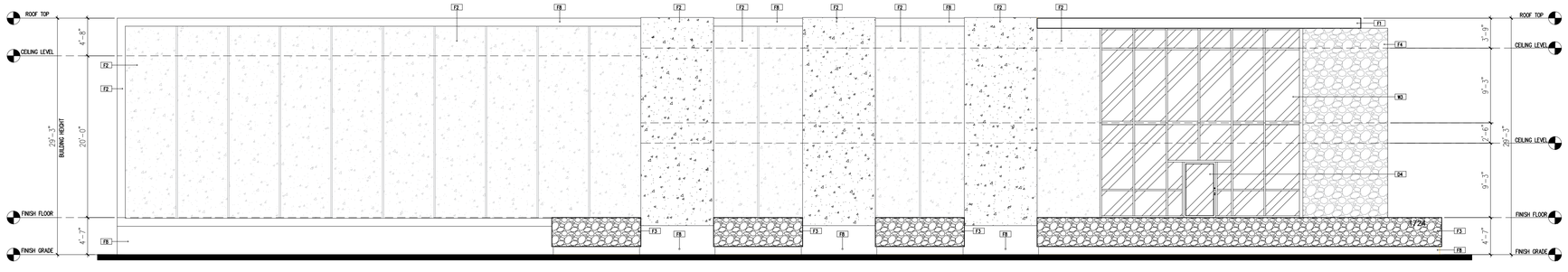
A.2

PROPOSED FLOOR PLANS



(N) SIDE EXTERIOR ELEVATION - EAST

3/32" = 1'-0"



(E) FRONT EXTERIOR ELEVATION - NORTH

1/8" = 1'-0"

PROJECT ADDRESS:
1724
GAGE RD.
MONTEBELLO, CA.
90640

APPLICANT:

APPLICANT:
ROYAL INVESTMENT
HOLDING, LLC.
1724 GAGE RD.
MONTEBELLO, CA.
90640

LEGEND

F1 (E) WD. FRAM'D CORNICE W/ SHEET METAL COVER
COLOR: LIGHT GREY

F2 (E) STRCT. CONCRETE WALL SMOOTH FINISH
COLOR: SWISS COFFEE

F3 (E) NATURAL STONE PLANTER ROUGH FINISH
COLOR: NATURAL

F4 (E) NATURAL STONE WALL ROUGH FINISH
COLOR: NATURAL

F5 (E) STRCT. CONCRETE WALL SMOOTH FINISH
COLOR: LIGHT GREY

F6 (E) STRCT. CONCRETE WALL SMOOTH FINISH
COLOR: IMPERIAL GREY

F7 (E) CONCRETE PLATFORM ROUGH FINISH
COLOR: PURE WHITE

F8 (E) TOP/BOTTOM STRIP SMOOTH FINISH CONCRETE
COLOR: IMPERIAL GREY

W1 (E) BOTTOM-CEILING WINDOW ALUMINUM/ GLASS
2'-0" W x 9'-3" H

W2 (E) BOTTOM-CEILING WINDOW ALUMINUM/ GLASS
4'-0" W x 9'-3" H

W3 (E) FULL HEIGHT STOREFRONT ALUMINUM/ GLASS
20'-4" W x 23'-5" H

D1 (E) 10'-0" x 10'-0" ROLL UP DOOR IRON STEEL
COLOR: PURE WHITE

D2 (E) 10'-0" x 12'-0" ROLL UP DOOR IRON STEEL
COLOR: PURE WHITE

D3 (E) LOCKABLE DOOR HOLLOW METAL
COLOR: IMPERIAL GREY

D4 (E) MAIN ENTRANCE DOOR METAL/ GLASS

R1 (E) CONRETE RAMP
COLOR: NONE

C1 (E) METAL CANOPY @ LOADING DOCK
COLOR: LIGHT GREY

EOD1 (E) MECHANICAL EOD PIT LEVELER WITH DOCK BUMPERS
COLOR: GREEN BONNET

S1 (E) CONCRETE STAIR ACCESS ROUGH FINISH/ NO COLOR

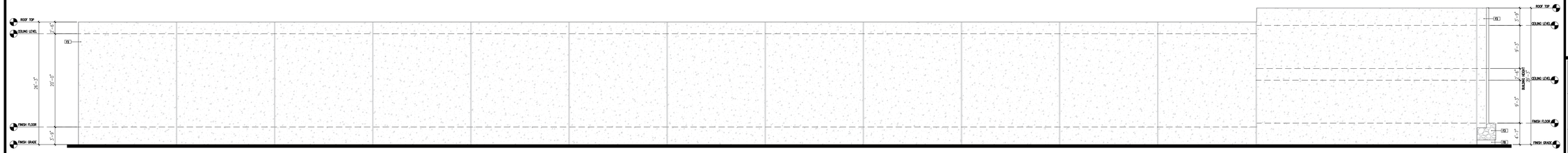
S2 (E) METAL STAIR ACCESS
COLOR: LIGHT GREY

DS1 (E) METAL DOWNSPOT
COLOR: TO MATCH WALL COLOR

SHEET:

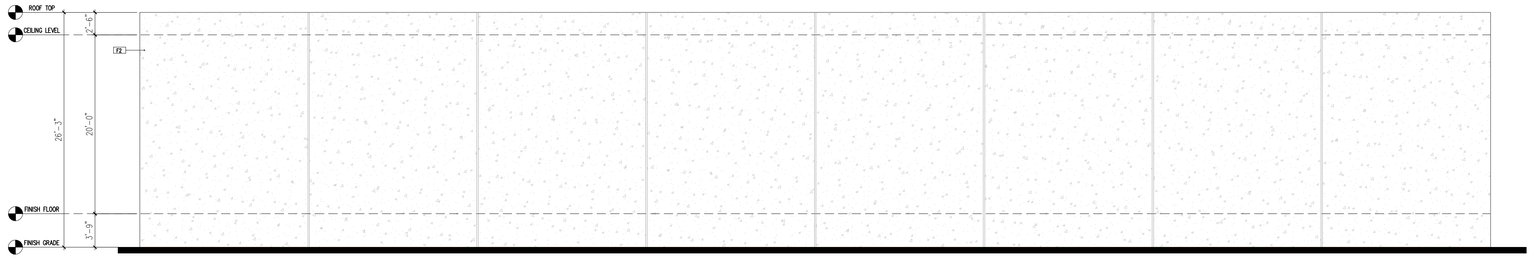
A.3

ELEVATIONS



(E) SIDE EXTERIOR ELEVATION - WEST

3/32" = 1'-0"



(E) FRONT EXTERIOR ELEVATION - SOUTH

1/8" = 1'-0"

PROJECT ADDRESS:
1724
GAGE RD.
MONTEBELLO, CA.
90640

APPLICANT:

APPLICANT:
ROYAL INVESTMENT
HOLDING, LLC.
1724 GAGE RD.
MONTEBELLO, CA.
90640

LEGEND

F1 (E) WD. FRAM'D CORNICE
W/ SHEET METAL COVER
COLOR: LIGHT GREY

F2 (E) STRCT. CONCRETE WALL
SMOOTH FINISH
COLOR: SWISS COFFEE

F3 (E) NATURAL STONE PLANTER
ROUGH FINISH
COLOR: NATURAL

F4 (E) NATURAL STONE WALL
ROUGH FINISH
COLOR: NATURAL

F5 (E) STRCT. CONCRETE WALL
SMOOTH FINISH
COLOR: LIGHT GREY

F6 (E) STRCT. CONCRETE WALL
SMOOTH FINISH
COLOR: IMPERIAL GREY

F7 (E) CONCRETE PLATFORM
ROUGH FINISH
COLOR: PURE WHITE

F8 (E) TOP/BOTTOM STRIP
SMOOTH FINISH CONCRETE
COLOR: IMPERIAL GREY

W1 (E) BOTTOM-CEILING WINDOW
ALUMINUM/ GLASS
2'-0" W x 9'-3" H

W2 (E) BOTTOM-CEILING WINDOW
ALUMINUM/ GLASS
4'-0" W x 9'-3" H

W3 (E) FULL HEIGHT STOREFRONT
ALUMINUM/ GLASS
20'-4" W x 23'-5" H

D1 (E) 10'-0" x 10'-0" ROLL UP DOOR
IRON STEEL
COLOR: PURE WHITE

D2 (E) 10'-0" x 12'-0" ROLL UP DOOR
IRON STEEL
COLOR: PURE WHITE

D3 (E) LOCKABLE DOOR
HOLLOW METAL
COLOR: IMPERIAL GREY

D4 (E) MAIN ENTRANCE DOOR
METAL/ GLASS

R1 (E) CONRETE RAMP
COLOR: NONE

C1 (E) METAL CANOPY @ LOADING
DOCK
COLOR: LIGHT GREY

EOD1 (E) MECHANICAL EOD PIT
LEVELER WITH DOCK BUMPERS
COLOR: GREEN BONNET

S1 (E) CONCRETE STAIR ACCESS
ROUGH FINISH/ NO COLOR

S2 (E) METAL STAIR ACCESS
COLOR: LIGHT GREY

DS1 (E) METAL DOWNSPOT
COLOR: TO MATCH WALL COLOR

SHEET:

A.4

ELEVATIONS

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only Sept. 18, 2020 is made by and between P.F. Heritage, LLC, a California limited liability company ("**Lessor**") and Genitos, a California corporation ("**Lessee**"), (collectively the "**Parties,**" or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 1724 Aeros Way, Montebello, California 90640 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project,**" if the property is located within a Project): approximately 43,245 square feet of building (which includes an approximately 2,495 square foot mezzanine) situated on approximately 70,160 square feet of land. (See also Paragraph 2)

1.3 **Term:** five (5) years and 0 months ("**Original Term**") commencing Oct 1, 2020 ("**Commencement Date**") and ending September 30, 2025. ("**Expiration Date**"). (See also Paragraph 3)

~~1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing ____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)~~

1.5 **Base Rent:** $51,894.00 per month ("**Base Rent**"), payable on the 1st day of each month commencing Oct. 1, 2020. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 53.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $51,894.00 for the period October 2020.

(b) **Security Deposit:** $207,576.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** ____ for the period ____.

(d) **Other:**

(e) **Total Due Upon Execution of this Lease:** $259,470.00.

1.7 **Agreed Use:** Extraction of oils and resins from cannabis plants, manufacturing, extraction, cultivation, processing, transportation, delivery and non-retail sale of cannabis by product. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

~~1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)~~

~~(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):~~

~~Lessor's Brokerage Firm ____ License No. ____ Is the broker of (check one): ___ the Lessor; or ___ both the Lessee and Lessor (dual agent).~~

~~Lessor's Agent ____ License No. ____ Is (check one): ___ the Lessor's Agent (salesperson or broker associate); or ___ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~Lessee's Brokerage Firm ____ License No. ____ Is the broker of (check one): ___ the Lessee; or ___ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent ____ License No. ____ Is (check one): ___ the Lessee's Agent (salesperson or broker associate); or ___ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of ____ or ____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by ____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 51 through 68;

a plot plan depicting the Premises; Exhibit "A"

a current set of the Rules and Regulations;

a Work Letter;

other (specify):

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement

[MP] INITIALS [RL] INITIALS

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Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.3 2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements, as defined in Paragraph 6.3 below and the

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Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

~~2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.~~

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent for the month of Early Possession shall be abated for the period of such early possession. ~~shall be abated for the period of such Early Possession~~. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

~~3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.~~

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5) and evidence of all requisite permits, licenses, authorizations, and documents relating to the Agreed and Permitted Use. Pending delivery of such evidence , Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance and all other requirements in this Paragraph 3.4. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for

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Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use and Permitted Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor may ~~shall not unreasonably~~ withhold deny or delay its consent to any written request for a modification of the Agreed Use, ~~so long as the same will not impair the structural integrity of the improvements on the premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises.~~ If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/ or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements, as defined in Paragraph 6.3 below. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements, as defined in Paragraph 6.3 below, requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, as defined in Paragraph 6.3 below, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements, as defined in Paragraph 6.3 below and take all investigatory

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and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. To the fullest extent permissible by law, Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, as defined in Paragraph 6.3 below, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements, as defined in Paragraph 6.3 below and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all applicable laws, regulations, ordinances, covenants and building codes **("Applicable Requirements")** ~~all Applicable Requirements~~, (which for the sole purpose of Lessee's compliance, the "applicable law" included as part of the definition of Applicable Requirements shall mean: State, local and Federal law to the extent Federal law is not inconsistent with the Agreed Use as such Federal laws relate to the operations involving cannabis which are permissible in the State of California), including without limitation, all laws and regulations relating to waste product disposal, all future Applicable Requirements and any and all State and local license and registration program requirements relating to or regulating the Agreed Use, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall prior to the Commencement Date, ~~within 10 days after receipt of Lessor's written request,~~ provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of

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mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), ~~2.3 (Compliance)~~, 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), ~~2.3 (Compliance)~~, 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

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(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. Lessee, at its sole cost and expense and in compliance with this Section, shall make all security, access restriction and similar Alterations and Utility Installations required, necessary, or advisable related to arising from the Agreed Use, including without limitation, any and all security improvements to obtain and/or maintain all appropriate State and local licensing and registrations. In no event will Lessor be responsible for or pay any costs related to or associated with Alterations or Utilities Installations which are unique to the Agreed Use or which will not be likely to provide reasonable value to subsequent lessees. Lessor, at its option and in its sole and absolute discretion, may require at Lessee's sole cost and expense that Lessee remove any and all Utility Improvements, Alterations or other systems, facilities, or materials which Lessor deems to be unique to the Agreed Use as related to cannabis operations or which it deems would not be likely to provide reasonable value to subsequent lessees.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than ~~90~~ 180 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade

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Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of ~~$2,000,000~~ $10,000,000.00 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $5,000,000 ~~$1,000,000~~ per occurrence with an annual aggregate of not less than ~~$2,000,000~~ $10,000,000.00. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such

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perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee to the fullest extent of the law shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, forfeitures, seizures, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees including without limitations, as a result of any criminal actions directed at or relating to Lessee's operations. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. Lessee shall not be permitted to settle any action or proceeding for which it is providing indemnification hereunder without the prior written consent of Lessor if such settlement remedy or other resolution includes any injunctive or similar restrictions which are or may be imposed on or impact Lessor or the Premises.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

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(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

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9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

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12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the

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amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

~~(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.~~

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written

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notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

In addition to the foregoing and without limitation thereof and notwithstanding anything herein to the contrary, Lessor shall have the right , at any time, to terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor in the event of imminent threat of any of the following:

1. Federal criminal and State prosecution of Lessee, Owner, or Lessor for conspiracy to sell, produce, or transport an illegal drug or for any similar charge or allegation; or
2. Seizure of any property of Lessee, Owner, or Lessor under Federal laws and/or State laws providing for the forfeiture of assets or under similar laws.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal

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to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

~~(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.~~

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party,~~

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~~including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by

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regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be

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applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

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32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs ~~at any time~~ and ordinary "For Lease" signs ~~during the last 6 months of the term hereof. Except for ordinary "for sublease" signs,~~ Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

~~**39. Options.** If Lessee is granted any Option, as defined below, then the following provisions shall apply.~~

~~39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.~~

~~39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

~~39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.~~

~~39.4 **Effect of Default on Options.**~~

~~(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.~~

~~(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).~~

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~~(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.~~

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions provided they are duly initialized by the parties.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct

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violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ___	Executed at: ___
On: ___	On: ___
By LESSOR:	**By LESSEE:**
P.F. Heritage, LLC, a California limited liability company	Genitcs1
By: AuthenSIGN Igor Pasternak	By: AuthenSIGN 9/20/2020 1:17:42 AM EDT
Name Printed: Igor Pasternak	Name Printed: ___
Title: Managing Member	Title: ___
Phone: 818.388.7646	Phone: ___
Fax: ___	Fax: ___
Email: ___	Email: ___
By: ___	By: ___
Name Printed: ___	Name Printed: ___
Title: ___	Title: ___
Phone: ___	Phone: ___
Fax: ___	Fax: ___
Email: ___	Email: ___
Address: ___	Address: ___
Federal ID No.: ___	Federal ID No.: ___
BROKER	**BROKER**
___	___
Attn: ___	Attn: ___
Title: ___	Title: ___
Address: ___	Address: ___
Phone: ___	Phone: ___
IP	RL
INITIALS	INITIALS

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Fax:
Email:
Federal ID No.:
Broker/AGENT DRE License #: ____

Fax:
Email:
Federal ID No.:
Broker/AGENT DRE License #: ____

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INITIALS

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INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE – NET

(the "Addendum") dated September 17, 2020, for reference purposes only, is attached to and hereby made a part of that certain Standard Industrial/Commercial Single-Tenant Lease – Net **(the "Lease")** dated September 17, 2020 by and between PF HERITAGE, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, **("Lessor")** and Genitcs1., A CALIFORNIA CORPORATION **("Lessee")**, for the premises commonly known as , 1724 Aeros Way (formerly Gage Road) Montebello, California 90640 **(the "Premises")**. The terms, covenants, and conditions set forth herein are intended to and shall have the same force and effect as if set forth in the Lease. To the extent that the provisions of this Addendum are inconsistent with any provisions of the Lease, this Addendum shall supersede and control.

51. Paragraph 2.2, Condition (continued). Subject only to Paragraphs 2.2 of the Form Lease, , Lessee acknowledges that upon delivery of the Premises to Lessee, the Premises shall be in its then condition **"AS IS AND WITH ALL ITS FAULTS"**, including, without limitation, any faults and conditions specifically referenced in the Lease. No person acting on behalf of Lessor is authorized to make (and Lessee acknowledges and agrees that Lessor has not made and specifically negates and disclaims) any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Premises.

52. Paragraph 2.4, Acknowledgements (continued). Without limiting the generality of and subject to Paragraph 2.4 of the Form Lease, Lessee represents and warrants that it has obtained (or will endeavor to obtain) all required licensing and occupancy permits from the City of Montebello and the State of California and from other federal or state agencies having jurisdiction over the ability of Lessee business/cannabis activities in the Premises. Lessee covenants that it shall have all necessary Federal, State of California, City of Montebello and/or any other governmental agency permits and business license(s) for Lessee's business at all times during the term of this Lease.

53. **Terms.** Lessee has the option to Lease for another 2 terms. Each term shall be for 5 (five) years.

54. **Lease Termination.** Lessee has the right to terminate the lease in the event that the CUP is not granted to the business. Lessee shall be entitled to the return of the security deposit minus the cost of any repairs that need to be made in order to bring the Premises to its pre-rental condition.

55. **Base Rent Schedule (see the Lease, Paragraph 1.5).** Lessee shall pay Base Rent in accordance with the following schedule:

Oct 1, 2020 to Sept 30, 2021: $51,894.00 per month
Oct 1, 2021 to Sept 30, 2022: $53,450.82 per month
Oct 1, 2022 to Sept 30, 2023: $55,054.34 per month
Oct 1, 2023 to Sept 30, 2024: $56.705.97 per month
Oct 1, 2024 to Sept 30, 2025: $58,407.15 per month

56. **Parking.** Lessor and Lessee agree to share the parking lot and spaces of the Premises

57. **Shared Area.** Lessee agrees to lease up to 1,500 (one thousand five hundred) square feet of ware house space to Lessor. Lessor agrees to pay Lessee $1.50 (one dollar and fifty cents) per square foot until the time Lessor no longer needs the space.

58. **Upgrades.** Lessor agrees to cooperate with any and all upgrades Lessee intends to complete on the Premises at no cost to the Lessor. Lessee shall provide Lessor with a 2 (two) week notice of any intended upgrade and include all applicable documentation/information, including but not limited to, permits, plans, proposals, invoices, etc.

59. **Broker Commission.** Lessor agrees to pay Aimee Aueyong of IRN Realty a commission of 2% (two percent) of total base rent.

LESSEE INDEMNIFICATION. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR, ITS AGENTS, EMPLOYEES, LENDERS AND GROUND LESSOR, IF ANY, HARMLESS FROM AND AGAINST ANY AND ALL LOSS OF RENTS AND/OR DAMAGES, LIABILITIES, JUDGMENTS, CLAIMS, EXPENSES, PENALTIES, AND ATTORNEYS' AND CONSULTANTS' FEES ARISING OUT OF OR INVOLVING ANY CANNABIS ACTIVITIES ONTO THE PREMISES BY LESSEE, OR ANY THIRD PARTIES. LESSEE'S OBLIGATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, ACTIONS BY FEDERAL GOOVERNMENT AND/OR ANY GOVERNMENTAL AGENCY, LESSORS LENDER(S), LESSOR'S INSRUANCE. NO TERMINATION, CANCELLATION OR RELEASE AGREEMENT ENTERED INTO BY LESSOR AND LESSEE SHALL RELEASE LESSEE FROM ITS OBLIGATIONS UNDER THIS LEASE WITH RESPECT TO CANNABIS ACTIVITIES, UNLESS SPECIFICALLY SO AGREED BY LESSOR IN WRITING AT THE TIME OF SUCH AGREEMENT.

[PP] [RL]

60. Claims by Lessee. Lessee is acknowledging that Lessee is assuming all risks of every kind, nature and description concerning the Premises. Without in any way limiting the generality of the proceeding provisions, Lessee specifically acknowledges and agrees that Lessee and any and all of Lessee's successors and assigns, do hereby release, waive and discharge any claim. Lessee has, might have had or may in the future have against Lessor, with the respect to (i) the condition of the Premises, either patent or latent, (ii) Lessee's ability or inability to obtain or maintain any entitlements, building or grading permits, bonding, zoning or density modifications, temporary or final certificates of occupancy or other licenses for the use or operation of the Premises and/or certificates of compliance or other licenses for the use or operation of the Premises and/or certificates of compliance for the Premises, (iii) the actual or potential income or profits to be derived from the Premises, (iv) the taxes now or hereafter payable thereon, (v) the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements and (vi) any other state of facts which exist with respect to the Premises. Lessee agrees that the foregoing release shall be fully effective regardless of any present lack of knowledge on the part of any such party as to any possible claim or any facts or circumstances pertaining to such matter. Lessee expressly waives the benefits and provisions of California Civil Code, Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Lessor Authentisign Igor Pasternak 9/20/2020 5:47:07 PM EDT

Lessee Authentisign 9/20/2020 1:18:48 AM EDT

61. Insurance (see Lease, Paragraph 8.2(a)). Prior to the Commencement Date or any Early Possession period of this Lease, Lessee shall confirm that it has the policy or policies of insurance in place in accordance with Paragraph 8 of the Lease, as evidenced by the most recent form of the ACORD 25 Certificate of Liability Insurance (the "Certificate"), which Certificate shall also include the Endorsement: "ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES" naming the following as Additional Insureds:

PF HERITAGE LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ("LESSOR") ARE ADDITIONAL INSUREDS BY DEFINITION OF THE INSURANCE CONTRACT WITH REFERENCE TO OPERATIONS OF INSURED FOR LEASED PREMISES AT 1724 AEROS WAY, MONTEBELLO, CALIFORNIA 90640, PER THE ATTACHED ENDORSEMENT NO. *add cert #*

62. ASSIGNMENT AND SUBLETTING (See Lease Paragraph 12):

a) Lessee shall not, either voluntarily or by operation of law, assign, transfer, mortgage or otherwise transfer or encumber (collectively, an "**Assignment**") or sublet all or any part of Lessee's interest in the Lease or in the Premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed, given under and subject to the terms of Paragraph 36 of the Lease. Notwithstanding anything to the contrary set forth in Paragraph 12 of the Lease, and within ten (10) business days after Lessor's receipt of Lessee's request for consent and Lessor's receipt of all information which Lessor requires under Paragraph 12 of the Lease, Lessor shall notify Lessee, in writing, of either Lessor's consent or disapproval thereof.

b) Notwithstanding anything to the contrary set forth in Paragraph 12.3 of the Lease, if Lessor consents to an Assignment or sublease, as a condition thereto which the parties hereby agree is reasonable, Lessee shall pay to Lessor fifty percent (50%) of any Transfer Premium (as hereinafter defined) received by Lessee from such assignee or sublessee. The term "**Transfer Premium**" shall mean all rent, additional rent and other consideration payable by the assignee or sublessee in excess of the Base Rent and additional rent payable by Lessee under the Lease, calculated on a per rentable square foot basis if less than all of the Premises is sublet, after deducting ~~the~~ out-of-pocket expenses actually paid by Lessee for: (i) commercially reasonable improvement allowances paid by Lessee to the assignee or sublessee in connection with such Assignment or sublease, (ii) commercially reasonable rent credit or abatement from Lessee to the assignee or sublessee in connection with such Assignment or sublease, (iii) commercially reasonable brokerage commissions paid by Lessee in connection with the Assignment or sublease, (iv) commercially reasonable attorneys' fees and costs paid by Lessee in connection with the Assignment or sublease, and (v) commercially reasonable costs of advertising the space for sublease or Assignment. The determination of the amount of Lessor's applicable share of the Transfer Premium shall be made on a monthly basis as rent and other consideration is received by Lessee, and Lessor's share shall be paid to Lessor by Lessee within thirty (30) days after Lessee's receipt thereof. For the purposes of calculating the Transfer Premium on a monthly basis, the rent paid for all or the portion of the Premises which is the subject of the Assignment or sublease shall be computed after adjusting such rent to the actual effective rent to be paid, taking into account the applicable lease concessions set forth in this Paragraph 60(c), as and if granted by Lessee, amortized on a straight-line basis over the respective term of the Assignment or sublease.

[IP] [RL]

Authentisign ID: 4023460C-CBAB-472A-AF01-C17A061D5ABE

63. **Signs.** Lessee shall have the right to install Lessee's business identification sign on the exterior of the Premises, provided, however, Lessee shall first submit to Lessor detailed plans of the sign and how Lessee intends to install and/or fasten the sign to the building. Upon surrender or vacation of the Premises, Lessee shall have removed all signs and repair, paint, and/or replace the building fascia surface to which its signs are attached. Lessee shall obtain all applicable governmental permits and approvals for the sign and exterior treatments.

64. **First Right of Refusal.** Lessor hereby grants to Lessee ***first right of refusal*** if and when Lessor decides to sell the Premises.

65. **Acknowledgement of California Civil Code Section 1938 and ADA:** Notwithstanding anything to the contrary set forth in the Lease and since compliance with the Americans with Disabilities Act of 1980, as amended from time-to-time, ("ADA") is dependent upon Lessee's use, occupancy, and/or specific business in the Premises, Lessor makes no warranty nor representation as to whether or not the Premises is in compliance with the ADA or any similar legislation, including, but not limited to, the California-related Applicable Requirements or applicable laws under "Title 24" of the California Code of Regulations. In the event that the Lease and/or Lessee's use, occupancy, and/or business in the Premises requires modifications or any other alterations to the Premises in order to be in ADA and/or Title 24 compliance, Lessee agrees to make any such necessary modifications and/or alterations at Lessee's sole cost and expense. In addition and by executing same hereunder, both Lessor and Lessee acknowledge and agree that the Premises (which includes the building): (a) has NOT been inspected by a Certified Access Specialist ("CAsp") for compliance with the ADA and/or Title 24 or otherwise under California Civil Code Section 1938, (b) has NOT been determined to be in compliance with Section 55.53 of the California Civil Code, and (c) prior to the actual Commencement Date under the Lease, Lessee may separately contract with such CAsp to perform only the California Civil Code Section 1938 inspection of the Premises (and is, in fact, encouraged by Lessor to do so) after prior written notice to Lessor of the proposed CAsp and Lessor's mutually agreed upon date for inspection, along with Lessor's right to accompany the CAsp throughout the Premises; all to be at Lessee's sole cost and expense.

66. **Neutrality.** This Lease and Addendum will be deemed to have been drafted jointly by the Parties hereto and, in the event of any dispute, shall not be construed in favor of or against any Party hereto by reason of any Party's contribution to the drafting of this Lease or Addendum.

67. **Governing Law.** The Lease, Addendum, Exhibits, and any other addendum or amendment thereto shall be construed and enforced in accordance with the laws of the State of California. Lessor and Lessee hereby consent and agree to the jurisdiction of the state or federal courts sitting in the County of Los Angeles, State of California and waive any objection based on venue or forum non conveniens with respect to any action instituted therein and further agree that any dispute concerning the relationship between the Parties or this Lease or otherwise shall be heard only in the courts described above.

68. **Counterparts and Facsimile Signatures:** This Agreement may be executed in multiple counterparts (including via telecopier or facsimile transmission, which shall be conclusively deemed to be an original signature or signatures when attached hereto), and all of which counterparts, when combined together, shall be deemed one in the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum concurrently with the execution and delivery of the Lease.

AGREED & ACCEPTED – "LESSOR":
PF HERITAGE, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Authentisign Igor Pasternak 9/20/2020 5:47:10 PM EDT _____ **DATE:** _____
Igor Pasternak, Sole Member

AGREED & ACCEPTED – "LESSEE":
Genics Alpha, A CALIFORNIA CORPORATION

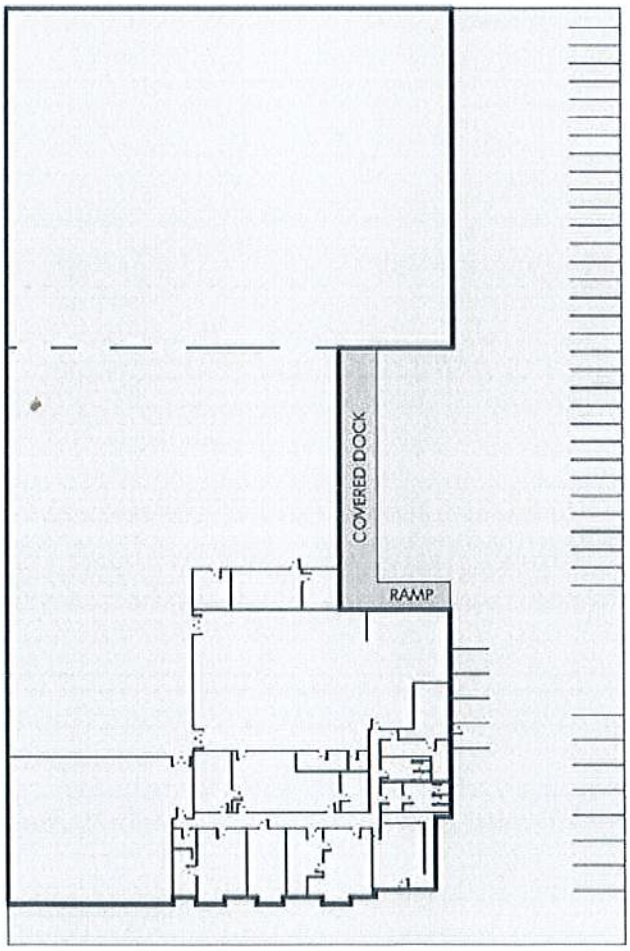
BY: _____ 9/20/2020 1:18:51 AM EDT **DATE:**

DocuSign Envelope ID: 4D2940C1-CBAB-472A-AF01-C17A661D5ABE

AdobeSign ID: 402B40C1-CBAB-472A-AFD1-C17A0B1D5ABE

EXHIBIT "A"

PREMISES - SITE PLAN



Initials: [RL] [PP]

DocuSign Envelope ID: 9E7E1595-F6CA-4B22-9851-66BE524FA6D9

Addendum to Standard Industrial/Commercial Single-Lessee Lease - Net
For the Premises located at:
1724 Aeros Way, Montebello, CA 90640

This Addendum to Lease ("Addendum") amends that certain Standard Industrial/ Commercial Single-Lessee Lease – Net, dated as of September 18, 2020 ("Lease") by and between P.F. Heritage, LLC, a California limited liability company ("Lessor") and Genitcs1 ("Lessee") for the Premises located at 1724 Aeros Way, Montebello, CA 90640 ("Premises").

Notwithstanding any other provision of the Lease, the parties agree to amend the Lease as follows:

69. Royal Investment Holding LLC, a California limited liability company, is added to the Lease as Lessee.

70. To the extent that there shall be any inconsistency or conflict between the terms of this Addendum to Lease and the Standard Industrial Lease to which it is attached and/or previous Addendums, the terms of this Addendum shall take precedence and control.

BY LESSOR:

P.F. Heritage LLC

Igor Pasternak

BY LESSEE:

Genitcs1

DocuSigned by:
C9BD5DE86ACF484...
Roberto Luo Wen

Royal Investment Holding LLC

DocuSigned by:
C9BD5DE86ACF484...
Roberto Luo Wen

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 1734 Aeros Way Montebello, CA 90640
APN(s):6354-028-025

Legal Property Owner Name: PF Heritage, LLC

I, Igor Pasternak, Managing Member,
Authorized Person First and Last Name — Title (owner, president, managing partner, managing member, trustee)
have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Royal Investment Holdings / Genetics, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____ Date: 11/3/2020

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: _____
Phone Number: _____ Email: _____

Check all that apply:
X Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____
_____
_____

ACKNOWLEDGEMENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
On Nov 5th, 2020 (*Date*) before me Leo Peng (*Notary name*)
personally appeared Igor Pasternak (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

LEO PENG
COMM # 2298255
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. AUG. 18, 2023

EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 13-21

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING CONDITIONAL USE PERMIT NO. CUP 18-19-M1 AMENDING CUP 18-19 TO REVOKE AND RELOCATE A PREVIOUSLY APPROVED CUP FROM 1424 ESPANOL AVENUE TO 1724 AEROS WAY/GAGE ROAD (APN 6354-028-025) TO ALLOW A CANNABIS CULTIVATION, MANUFACTURING, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY, AND ADOPTING A CEQA EXEMPTION

WHEREAS, a Conditional Use Permit No. CUP 18-19 application was submitted by Garo Shakhkaramian with Garden of Leaves, LLC ("Applicant") for property located at 1424 Espanol Avenue (the "Original Site") and approved by the Planning Commission on July 16, 2019 under Resolution 18-19 allowing cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail Delivery;

WHEREAS, a Conditional Use Permit No. CUP 18-19-M1 application was submitted by the Applicant, to modify CUP 18-19 has been received and accepted. The Conditional Use Permit will revoke CUP 18-19 at the Original Site and relocate to 1724 Aeros Way/Gage Road (APN 6354-028-025) under CUP 18-19-M1 and allow cannabis Cultivation (29,271 gross sq. ft.), Manufacturing, Distribution, and Non-Store Front Retail Delivery;

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

WHEREAS, the Conditional Use Permit No. CUP 18-19-M1 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The projects characterized as existing facilities meeting the conditions described in this section (it is also noted that none of the limitations set forth in CEQA Guidelines 15300.2 apply). Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;

2. Existing facilities of both investor and publicly owned utilities used to provide

electrical power, natural gas, sewage, or other public utility services; and.

3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed Project here consists of minor interior and potentially minor alterations to exterior utility facilities to enable the Project Applicant to carry on the contemplated use. None of the contemplated alterations will expand the use of the existing facility;

WHEREAS, a duly noticed public hearing has been held on October 19, 2021, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

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

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

SECTION 2. FINDINGS.

1. The proposed use would conform with the City of Montebello General Plan Land Use Element, Goal 1, "Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed relocation of the CUP for cannabis Cultivation (29,271 sq. ft.), Manufacturing, Distribution, and Non-Store Front Retail Delivery is in compliance with the M-2 (Heavy Manufacturing) zone because:

    a. Per the Index of Primary Uses, cannabis uses are conditionally permitted uses in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed project meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood. There is no distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.70.070 (Conditional Use Permits), required Conditional Use findings for the proposed use:

    a. That the site for the proposed use is adequate in size and shape;

    The proposed Project or use is consistent with the Montebello Municipal Code because cannabis outdoor cultivation is a conditionally permitted use in the M1 and M2 zone. The subject site is developed with an existing 44,507 sq. ft. building on an existing irregular shaped 1.60-acre site. The site and building are adequate in size and building type to carry out the proposed cannabis uses.

    b. That site has sufficient access to street and highways, and adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

    The proposed Project or use will have limited employees and will not have visitors from the general public. This will generate less traffic volume compared to other industrial uses, which translates to less AM and PM peak hours and is within the safe capacity of all roads providing access to the project. Trip generation from the project would be generally consistent with surrounding land uses and would not have a significant effect on existing roadway operations. The site has adequate driveway access (ingress and egress) from Gage Road, which a fully paved roadway in the industrial zone.

    c. That the proposed use will not have an adverse effect upon adjacent or abutting properties; and

    The proposed Project and subsequent use will not be detrimental to the health, safety, or welfare of the general public or persons residing or working in the neighborhood of the use, or be detrimental or injurious to property or improvements in the vicinity of the use because the proposed cannabis cultivation does not generate activity that presents a potential threat to the

surrounding property or buildings. The proposed Project will also be subject to the proposed conditions of approval established and will also subject to Building Code requirements designed to address health, safety, and welfare concerns. In addition, the proposed project or use will be consistent with the character of the immediate neighborhood and to its orderly development because the proposed uses and development are similar in size and activities are completely indoors as surrounding operations. The proposed use and activities would not be visible from surrounding public roadways, and all potential nuisances would be adequately controlled and not be detectable from offsite. In addition, a security plan will be required that must be approved by the Montebello Police Department before operation may commence.

d. That the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located.

Redevelopment Projects areas were abolished by the California Supreme Court in 2011. The proposed project however remains consistent with the goals, objectives and policies of the General Plan. As such, each of the General Plan Elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The majority of the policies derived from these Elements are in the form of Code Requirements of the Montebello Municipal Code. Except for those entitlements described herein, the project does not propose to deviate from any of the requirements of the Montebello Municipal Code. The proposed use conforms with the City of Montebello Land Use Element, Goal 1, "To formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective #3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Industrial #1: The City's industrial area should be preserved and maintained and Commercial Policy #5, "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City." The project site is being developed with cannabis uses and the development will occupy an existing building and provide a service to the community and will bring taxable revenue to the City.

SECTION 3. CEQA. The Planning Commission approves and adopts the

CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption and none of the limitations set forth in CEQA Guidelines 15300.2 apply as Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use. The projects characterized as existing facilities meeting the conditions described in this section:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;
2. Existing facilities of both investor and publicly owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and
3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

SECTION 4. APPROVALS. The Planning Commission hereby approves Conditional Use Permit No. CUP 18-19-M1 amending CUP 18-19 to revoke and relocate CUP 18-19 from 1424 Espanol Avenue to 1724 Aeros Way/Gage Road allowing cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery subject to the conditions of approval set forth in Section 5 of this Resolution.

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

A. Planning Division Conditions

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

2. The Applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of approval of Conditional Use Permit (CUP 18-19-M1) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17.32. The Applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein

shall render this approval non-binding as against the city and shall confer Applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (i.e. constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of approval and the approved Development Plan prior to the issuance of a building permit.

3. The approval of this Conditional Use Permit (CUP 18-19-M1) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution by **October 19, 2023**. Exercise of rights shall mean the issuance of a building permit.

4. Approval of CUP 18-19-M1 is subject to approval and adoption of a fully executed Development Agreement by and between the City and the Applicant.

5. This approval under CUP 18-19-M1 is for cannabis Cultivation (29,271 gross sq. ft.), Manufacturing, Distribution, and Non-Store Front Delivery as originally approved at the Original Site and will occupy the existing 44,507 square-foot building.

6. Garden of Leaves, LLC must be a registered business or entity with the Secretary of State of the State of California. If Lean Green Machine is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Planning & Community Development Department for this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicant and operation shall continually remain in compliance with the City of Montebello codes, regulations, ordinances and applicable state and federal laws.

9. This approval is the result of a review of your submitted application and plans. Further review may be required as the operations begin to inspect facilities and review Live Scan results of employees.

10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current cannabis ordinances. The approval shall remain valid indefinitely, as long as the organization remains in good standing and complies with all requirements, including any and all payments required under the requisite Development Agreement.

11. The Applicant's business of Cultivation, Manufacturing, Distribution, and Non-Store Front retail delivery shall not have any members of the public visit the premises at 1724 Aeros Way/Gage Road for acquisition or sale of any product.

12. The development and utilization of the subject site shall substantially conform to the plans authored by RPO Designs dated November 3, 2021 and received by the City on August 23, 2021 for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.

13. Prior to issuing a building permit, the plans must include four loading spaces as required by the Montebello Municipal Code (MMC) Chapter 17.52.230.

14. Off-street parking. The existing building is a nonconforming structure consisting of 44,507 square feet. The project will use the existing 43 parking spaces on site as allowed, under Chapter 17.54 of the MMC with no alteration, addition or enlargement to any portion of the building, or structure.

15. The development of the subject site shall be consistent with all of the provisions of the MMC and Conditional Use Permit (CUP 18-19-M1).

16. The Applicant shall submit three copies of construction level Landscape and Irrigation Plans to the Planning & Community Development Department. The plans must be prepared by a registered landscape architect and include the location, number, genus, species, and container size of plants. The cover page shall identify the total square footage to the landscape area and note how it is to be maintained. Use of water efficient fixtures and drought plants is encouraged.

17. All storage shall be maintained indoors. The Applicant shall cause for the removal of any and all outdoor storage or excess debris currently maintained on site including trailers, inoperable vehicles, excess debris, and parts.

18. Applicant will improve exterior of the building with paint to match, as necessary.

19. Trash Area and Enclosures. The Applicant shall comply with all trash storage requirements and shall construct a trash enclosure on-site. The trash enclosure shall enclosed by a view-obscuring wall or fence with gates pursuant to Section 17.32.060 of the MMC.

20. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of approval, interpretations of the Conditions of approval relative to intent, necessity of, and timing, may be approved by the Planning & Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

21. The Director of Planning & Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s)

added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP 18-19-M1) if sufficient cause is given.

22. No transfer or change in ownership or location. Applicant may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

23. The Applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

24. Applicant shall repair any and all damaged sidewalk along street frontage of property and install any new sidewalk as may be required and determined by the City Engineer/Public Works Department. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

25. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

26. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

27. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

28. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

29. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

30. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning & Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

31. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.

32. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

33. All employees of the business on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

34. No loitering in the parking area. Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.

35. The Applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit the premises.

36. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

37. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning & Community Development and the Building Official prior to issuing building permits.

38. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all federal, state and local laws.

39. The approval of this Conditional Use Permit (CUP 18-19-M1) can be extended up to and not to exceed an additional two (2) years with a written request by the Applicant stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

40. Within 30 days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within 30 days shall constitute grounds for terminating the permit.

41. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

42. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the MMC.

43. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

44. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

45. If, at any time, a litter problem arises, the Director of Planning & Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

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

47. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

48. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

49. All signage is subject to final review and approval by the Planning Division and will be done under as a separate permit.

50. All temporary signage is subject to the restrictions of the City's sign ordinance.

51. Compliance with all nationally recognized standards, laws, and ordinances.

    i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

    ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

    iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial

areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must be reflected in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the MMC.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the MMC.

52. No coin operated games or video machines shall be maintained upon the premises at any time.

53. The Planning Commission and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

54. Compliance with the current edition of the California Fire Code.

55. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

56. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings" is the standard for delivery of fire flow to the site.

57. Compliance with the MMC Chapter 15.32, titled "California Fire Code" adoptions.

B. <u>Building Division Conditions</u>

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

2. Parking provided shall be designated and provided in accordance with current California Building Code and California CALGreen Code. Construction plans and specifications shall include:
    a. Americans with Disabilities Act (ADA) compliant parking
    b. Electric vehicle parking
    c. Bicycle parking

3. A minimum of 2 required ADA compliant parking stalls are required with accessible path of travel to main entrance. A minimum of one van accessible parking stalls shall be provided.

4. A separate permit and approval would be required for any enrichment systems for Cannabis.

5. Transformer pad located at the South East of building shall be located in a manner not impede the required building egress and exiting paths of travel. Fence enclosure shall provide minimum 4 feet separation from metal fencing. Vehicle protection barriers are required and shall not impede working clearances of equipment.

6. Doors are required to swing in the direction of egress path and not overlap with other doors or swings in a manner that impedes exiting.

7. Second floor office use and layout is required to be identified and compliant with all Codes in a manner that does not exceed allow exiting path distance maximums.

C. <u>Public Works Department Conditions</u>

1. All broken, damaged, missing or substandard street improvements along Aeros Way shall be removed and replaced or constructed from property line to property line to the center of the street along Aeros Way; such as: sidewalk, curb and gutter, driveway approach, curb ramps, curb drains, landscaping and AC pavement. AC pavement must be grinded 2" and overlay with 2" AC (C2-64-10).

2. Low Impact Development Report must be submitted to the City for review and approval.

3. Developer must install new sewer lateral, minimum 6" diameter VCP with Wye connection to the sewer main and shown on civil plans.

4. Developer must install a new water meter. The new water meter location must be shown on civil plans.

5. Developer must install new gas service line from the main to the meter on project site and shown on the site plans.

6. Developer must underground all overhead utility service lines. All service line trenches must be shown on civil plans, from the pole and pull boxes. SCE may require developer to install a new transformer on the property site.

7. All onsite and offsite drainage lines and their termination points must be shown on site/civil plans.

8. Adopt storm water filtration, treatment and or rain harvesting, detention, retention basin (subject to approval by the soil engineer) for irrigation or release into the right-of way.

9. Protect in place all survey monuments around the project site.

10. Civil plans must show entire street right-of-way and all existing and proposed off-site improvements.

11. No water runoff over the sidewalk or driveway approach is allowed.

12. All curb drains must be shown on civil plans. All down spouts must be directed to a treatment/filtration system, rain harvesting system or landscaping swales for irrigation.

D. <u>Police Department Conditions</u>

1. A security plan must be submitted by a certified, bonded, and licensed security company. The security plan shall include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

2. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

PASSED AND ADOPTED this 19th day of October, 2021 by the Planning Commission.

Commissioner Lomeli:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Briseno:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Aliksanian:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Cuevas	( ) AYE ( ) NOE (X) ABSENT ( ) ABSTAIN
Commissioner Ramirez:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Alexandra Briseno, Chair

ATTEST:

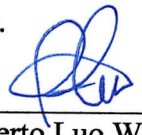
Joseph A. Palombi, Director
Planning & Community Development Department

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Labor Peace Agreement Attestation

At this moment Royal Investment Holding LLC does not have twenty or more employees. Once Royal Investment Holding LLC has 20 or more employees it will enter into a labor peace agreement and will abide by the terms of the agreement, and will provide a copy thereof to the City.



Roberto Luo Wen
Date: 8/11/2021

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On August 11, 2021 before me, Kathryn Tong, Notary Public
(insert name and title of the officer)

personally appeared Roberto Luo Wen,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathryn Tong (Seal)

MGC1 KATHRYN TONG
COMM. # 2255325
NOTARY PUBLIC · CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES SEPT. 19, 2022 MGC1

ITEM # 26

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Approve Issuance of a Blanket Purchase Order to Life-Assist, Inc. for Public Safety Medical Supplies**

DATE: November 10, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve issuing an annual blanket purchase order to Life-Assist, Inc. for public safety medical supplies in an initial amount that shall not exceed $90,000 annually through Fiscal Year 2025 - 26; and

2) Authorize the City Manager to approve up to an additional $25,000 in expenditures to Life-Assist, Inc. per fiscal year, for a maximum (potential) not-to-exceed amount of $115,000 annually; and

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

FISCAL IMPACT

Adequate appropriations have been included in the adopted budget for Fiscal Year 2021-22 in account code: 100-85-860-6000.50 (General-Fire-Suppression-Supplies Medical). Therefore, a budget amendment is not necessary. Funds for subsequent fiscal years will be budgeted in the aforementioned account unless directed otherwise by the Finance Department.

The Fire Department requests approval of the purchase of essential medical supplies using the terms and conditions identified in the NPPGov Contract No. 1935. This competitively bid contract was established between League of Oregon Cities and Life-Assist, Inc. Under Montebello Municipal Code Chapter 3.20.125, Piggybacking

Purchasing Agreements, the City can establish a purchase order with NPPGov using the same terms and conditions.

If approved, annual blanket purchase orders will be issued in the amount of $90,000 at the beginning of every fiscal year through Fiscal Year 2025 – 26. It is also requested that the City Manager be authorized to approve an additional $25,000 per fiscal year if the initial amount is exceeded (Annual maximum purchase order amount - $115,000). This additional authorization amount provides procurement flexibility should demand exceed current trends, or if prices should increase markedly. This flexibility will ensure a constant, steady supply of essential emergency supplies to assist our first responders in their daily duties to our community.

BACKGROUND

Life-Assist, Inc. has supplied Montebello Fire Department for several years and has continued to provide the City with a wide inventory of paramedic and medical field supplies, including medications, intravenous fluids, assorted needles, bandages, gloves, and other miscellaneous medical equipment. These items are used on a regular basis during medical treatment and standard emergency operations, and due to the COVID-19 pandemic, there has been an increase in demand for these supplies.

In August 2017, the City decided to piggyback the City of Pasadena Fire Department Contract No. 30966 with Life-Assist, Inc. which provided the opportunity to purchase supplies at a discounted rate and expedited process. In August 2020, the City of Pasadena and Life-Assist, Inc. signed an amendment modifying the terms to five years from the date of execution. Therefore, if the City were to continue piggybacking this contract, it would be limited to issuing purchase orders only through Fiscal Year 2021 – 22 due to the limitations of our Municipal Code.

The Fire Department currently has Purchase Order #2022-00000010 open with Life-Assist under Contract No. 30966 for a total amount of $49,999. For the purposes of this fiscal year, we request to increase the year-to-date total to $90,000 to follow the same parameters requested for subsequent fiscal years.

It is also requested that the City Manager be authorized to approve up to an additional $25,000 in expenditures each fiscal year, if needed. The additional funds to cover any increases due to price changes and/or an increased demand for supplies.

ANALYSIS

City staff began evaluating the best method of future procurement of essential medical supplies in a manner that would provide approval to purchase the necessary types and quantities in a manner that is in line with the City's Municipal Code and purchasing policies. The City currently utilizes Life-Assist, Inc. for these essential emergency medical

supplies. The existing contract the City piggybacks off is expiring, and Staff worked with Life-Assist, Inc. to find an alternative master contract through NPPGov. NPPGov is a national cooperative procurement organization offering publicly solicited contracts to government entities nationwide. Contracts are created through a public solicitation by a Lead Public Agency. As current members, purchasing off of the NPPGov contract provides the City the opportunity to purchase from Life-Assist, acquiring the same products and services currently utilized while meeting the municipal code requirements to purchase off a competitive bid award.

Life-Assist, Inc. was awarded this contract by NPPGov on May 29, 2020. It is a three-year term with automatic extensions for three, one-year periods, for a total of six (6) years through May 29, 2026. This contract saves the City the cost of conducting an RFP process, which would likely result in similar, or possibly higher, rates. Remarkably, the recommended contract entails prices that are a minimum of 31% off list price on all products, as well as advanced training products and capital equipment which are a 15% discount.

Therefore, staff research indicates that the most efficient and economical method to acquire the specified supplies is to use the existing contract between League of Oregon Cities and Life-Assist, Inc. (Contract No. 1935). This provides the opportunity to purchase off of a competitive bid award and receive the same reliable products and service through FY 2025-26, at reasonable prices.

ENVIRONMENTAL

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

SUMMARY

Staff is recommending the City Council approve the procurement of essential public safety medical supplies by utilizing the NPPGov Price Contract No. 1935 that is valid through May 29, 2026. The annual purchase amount is estimated at $90,000. Staff is further recommends authorizing the City Manager to approve an additional $25,000 annually for a total up to $115,000 per fiscal year. The additional (if needed) amount will assist in purchasing flexibility should the amount of supplies need to be increased or if prices exceed current estimated inflation estimates. There is sufficient funding in the

Fiscal Year 2021-22 budget for these purchases; hence, no budget amendment action is needed.

ATTACHMENTS:

A. Attachment A – Master Price Agreement with “League of Oregon Cities”
B. Attachment B – Life-Assist Product List with NPPGov Contract Pricing
C. Attachment C – LOC-Intergovernmental Agreement
D. Attachment D – Synopsis of RFP Process

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LIFE-ASSIST, INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1935 for PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1935 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LIFE-ASSIST, INC.
11277 Sunrise Park Drive
Rancho Cordova, CA 95742
ATTN: Bryan Holliday
Email: bryan.holliday@life-assist.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:

Signature: _____

38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 5/29/2020

VENDOR:

DocuSigned by:

Signature: Bryan Holliday

349DC547529C465...

Printed Name: Bryan Holliday

Title: VP Sales & Marketing

LIFE-ASSIST, INC.

Dated: 5/29/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS	
Product Category	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
MEDICAL PRODUCTS AND SUPPLIES	31%
• AIRWAY	31%
• BAGS & CASES	31%
• PERSONAL PROTECTION EQUIPMENT (EMS)	31%
• FLUID ADMINISTRATION/VASCULAR ACCESS	31%
• IMMOBILIZATION AND SUPPLIES	31%
• INFECTION CONTROL	31%
• INSTRUMENTATION	31%
• KITS	31%
• LIGHTS & FLASHLIGHTS	31%
• LINEN	31%
• OXYGEN DELIVERY	31%
• PATIENT HANDLING AND TRANSPORT	31%
• RESUSCITATION EQUIPMENT	31%
• TACTICAL MEDICINE	31%
• TRAINING AND SIMULATION	15%
• TRAUMA	31%
• VEHICLE ACCESSORIES	31%
• WMP PREPAREDNESS	31%
• WOUND CARE	31%
PHARMACEUTICLAS	31%
MEDICAL MONITORS, DEFIBRILLATORS AND DIAGNOSTICS	31%
MEDICAL LIFE SUPPORT EQUIPMENT	31%
MEDICAL INVENTORY MANAGEMENT SYSTEMS	31%
INSTALLION, SERVICE AND MAINTENANCE	15%
OTHER	31%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

DocuSign Envelope ID: 9A96B9D4-FCF2-4FFF-8120-2FFDB55FE2AD

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

DocuSign Envelope ID: 9A96B9D4-FCF2-4FFF-8120-2FFDB55FE2AD

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 9A96B9D4-FCF2-4FFF-8120-2FFDB55FE2AD

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

DocuSign Envelope ID: 9A96B9D4-FCF2-4FFF-8120-2FFDB55FE2AD

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 9A96B9D4FCF24FFF81202FFDB55FE2AD
Subject: Please DocuSign: MPA 1935 LOC and Life-Assist EMS FINAL.pdf
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0

Status: Completed

Envelope Originator:
Bill DeMars
1100 Olive Way
Suite 1020
Seattle, WA 98101
bill.demars@nppgov.com
IP Address: 173.29.186.28

Record Tracking

Status: Original
5/27/2020 8:53:02 AM

Holder: Bill DeMars
bill.demars@nppgov.com

Location: DocuSign

Signer Events	Signature	Timestamp
Bryan Holliday bryan.holliday@life-assist.com VP Sales & Marketing Security Level: Email, Account Authentication (None)	DocuSigned by: Bryan Holliday 349DC547529C465...	Sent: 5/27/2020 8:56:20 AM Viewed: 5/28/2020 9:22:21 AM Signed: 5/29/2020 11:44:05 AM
	Signature Adoption: Pre-selected Style Using IP Address: 96.86.138.29	
Electronic Record and Signature Disclosure: Accepted: 5/28/2020 9:22:21 AM ID: 95084c6d-dcdb-4430-87da-17f768e06dbc		
Mike Cully mcully@orcities.org Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: 38C545F8869143E...	Sent: 5/29/2020 11:44:07 AM Viewed: 5/29/2020 12:09:58 PM Signed: 5/29/2020 12:10:13 PM
	Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219	
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 12:09:58 PM ID: 0870dad9-0279-4868-a1f6-726b8aa785ed		

In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2020 11:44:07 AM
Certified Delivered	Security Checked	5/29/2020 12:09:58 PM
Signing Complete	Security Checked	5/29/2020 12:10:13 PM
Completed	Security Checked	5/29/2020 12:10:13 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Life-Assist
Helping Heroes Save Lives

ATTACHMENT B

Confidential Contract Pricing

Account Manager
Sylvia Mattison
714-269-1467
sylvia@life-assist.com

Cust No: 90640FD

Expires: 5/29/2022

FOB Destination: We Pay Freight!

Name: CITY OF MONTEBELLO
Contact Name: Kiana Louie
Phone #:
Fax #:
Email:

Airway and Suction

Item No	Description	Contract Prices
AA0015	Berman Airway, 50mm, Light Blue	$0.28 ea, $13.80 bx-50
AA0025	Berman Airway, 70mm, White	$0.28 ea, $13.80 bx-50
AA01	Berman Airway, 40mm, Pink	$0.28 ea, $13.80 bx-50
AA02	Berman Airway, 60mm, Black	$0.28 ea, $13.80 bx-50
AA03	Berman Airway, 80mm, Green	$0.28 ea, $13.80 bx-50
AA04	Berman Airway, 90mm, Yellow	$0.28 ea, $13.80 bx-50
AA05	Berman Airway, 100mm, Red	$0.28 ea, $13.80 bx-50
AA06	Berman Airway, 110mm, Orange	$0.28 ea, $13.80 bx-50
AA07	Berman Airway Kit (6 airways in ziplock bag)	$2.73 ea
AA078	Berman Airway Kit (8 airways in ziplock bag)	$3.00 ea
AA4000	Berman Airway Kit (6 airways in plastic case)	$4.80 ea
AA4300	Guedel Airway Kit (8 airways in plastic case)	$9.48 ea
AA64	Hudson CATH-GUIDE Airway, #9.0 Medium Adult	$0.93 ea, $44.71 cs-48
AA65	Hudson CATH-GUIDE Airway, #12. Large Adult	$0.93 ea, $44.71 cs-48
AA66	Hudson CATH-GUIDE Airway, #11. Adult	$0.93 ea, $44.71 cs-48
AA67	Hudson CATH-GUIDE Airway, #10. Medium Adult	$0.93 ea, $44.71 cs-48
AA68	Hudson CATH-GUIDE Airway, #8.0 Small Adult	$0.93 ea, $44.71 cs-48
AA69	Hudson CATH-GUIDE Airway, #7.0 Child	$0.93 ea, $44.71 cs-48
AA70	Hudson CATH-GUIDE Airway, #6.0 Small Child	$0.93 ea, $44.71 cs-48
AA71	Hudson CATH-GUIDE Airway, #5.5 Infant	$0.93 ea, $44.71 cs-48
AA73	Hudson CATH-GUIDE Airway LIFESAVER Kit	$26.88 ea
AA74A	Hudson CATH-GUIDE Airway Kit (8 airways in bag)	$10.35 ea
AB300K	Robertazzi Nasopharyngeal Airway Kit (9 airways)	$26.22 ea
AB301K	Robertazzi Nasopharyngeal Airway Kit (6 airways)	$17.60 ea
AB320	Robertazzi Nasopharyngeal Airway, 20 fr.	$2.45 ea, $24.50 bx-10
AB322	Robertazzi Nasopharyngeal Airway, 22 fr.	$2.45 ea, $24.50 bx-10
AB324	Robertazzi Nasopharyngeal Airway, 24 fr.	$2.45 ea, $24.50 bx-10
AB326	Robertazzi Nasopharyngeal Airway, 26 fr.	$2.45 ea, $24.50 bx-10
AB328	Robertazzi Nasopharyngeal Airway, 28 fr.	$2.45 ea, $24.50 bx-10

Due to unforeseen manufacturer cost fluctuations, prices are subject to change.

11277 Sunrise Park Drive
Rancho Cordova, CA 95742
(800) 824-6016 Phone
(800) 290-9794 Fax
customerservice@life-assist.com
www.life-assist.com

Item No	Description	Contract Prices
AB330	Robertazzi Nasopharyngeal Airway, 30 fr.	$2.45 ea, $24.50 bx-10
AB332	Robertazzi Nasopharyngeal Airway, 32 fr.	$2.45 ea, $24.50 bx-10
AB334	Robertazzi Nasopharyngeal Airway, 34 fr.	$2.45 ea, $24.50 bx-10
AB336	Robertazzi Nasopharyngeal Airway, 36 fr.	$2.45 ea, $24.50 bx-10
AB43950	Robertazzi Nasopharyngeal Airway, 20 fr.	$2.14 ea, $21.39 bx-10
AB43952	Robertazzi Nasopharyngeal Airway, 22 fr.	$2.14 ea, $21.39 bx-10
AB43954	Robertazzi Nasopharyngeal Airway, 24 fr.	$2.14 ea, $21.39 bx-10
AB43956	Robertazzi Nasopharyngeal Airway, 26 fr.	$2.14 ea, $21.39 bx-10
AB43958	Robertazzi Nasopharyngeal Airway, 28 fr.	$2.14 ea, $21.39 bx-10
AB43960	Robertazzi Nasopharyngeal Airway, 30 fr.	$2.14 ea, $21.39 bx-10
AB43962	Robertazzi Nasopharyngeal Airway, 32 fr.	$2.14 ea, $21.39 bx-10
AB43964	Robertazzi Nasopharyngeal Airway, 34 fr.	$2.14 ea, $21.39 bx-10
AB43966	Robertazzi Nasopharyngeal Airway, 36 fr.	$2.14 ea, $21.39 bx-10
AB4414	Naso-Flo NPA Device, w/ O2, ETCO2, ID 4.0/18FR, White, Adjs	$14.15 ea, $141.45 bx-10
AB4415	Naso-Flo NPA Device, w/ O2, ETCO2, ID 5.0/22FR, Yellow, Adjs	$14.15 ea, $141.45 bx-10
AB4416	Naso-Flo NPA Device, w/ O2, ETCO2, ID 6.0/25FR, Green, Adjs	$14.15 ea, $141.45 bx-10
AB4417	Naso-Flo NPA Device, w/ O2, ETCO2, ID 7.0/29FR, Orange, Adjs	$14.15 ea, $141.45 bx-10
AB612	Nasopharyngeal Airway, PVC, 12 fr.	$2.48 ea, $24.84 bx-10
AB614	Nasopharyngeal Airway, PVC, 14 fr.	$2.48 ea, $24.84 bx-10
AB616	Nasopharyngeal Airway, PVC, 16 fr.	$2.48 ea, $24.84 bx-10
AB618	Nasopharyngeal Airway, PVC, 18 fr.	$2.48 ea, $24.84 bx-10
AB89	Bite Stick	$0.48 ea, $4.83 bg-10
AC01	EASY CAP II CO2 Detector (Patients over 15 kg)	$8.94 ea, $53.61 bx-6
AC02	PEDI-CAP CO2 Detector (Patients 1-15 kg)	$8.94 ea, $53.61 bx-6
AC125	AMBU ET Tube Holder with Rubber Strap	$3.00 ea, $60.00 cs-20
AC130	AMBU ET Tube Holder with Velcro Strap	$3.00 ea, $60.00 cs-20
AC170	Laerdal THOMAS ET Tube Holder, Adult	$3.28 ea, $81.94 bx-25
AC180	Laerdal THOMAS ET Tube Holder, Pedi	$3.28 ea, $81.94 bx-25
AC190	BAAM Beck Airway-Air Flow Monitor	$5.86 ea, $58.58 bx-10
AC21282	Bougie-To-Go ET Tube Introducer	$6.66 ea, $66.59 bx-10
AC350	Mallinckrodt Endotracheal Tube, CUFFED, 5.0 mm	$2.42 ea, $24.15 bx-10
AC355	Mallinckrodt Endotracheal Tube, CUFFED, 5.5 mm	$2.42 ea, $24.15 bx-10
AC360	Mallinckrodt Endotracheal Tube, CUFFED, 6.0 mm	$2.42 ea, $24.15 bx-10
AC365	Mallinckrodt Endotracheal Tube, CUFFED, 6.5 mm	$2.42 ea, $24.15 bx-10
AC370	Mallinckrodt Endotracheal Tube, CUFFED, 7.0 mm	$2.42 ea, $24.15 bx-10
AC375	Mallinckrodt Endotracheal Tube, CUFFED, 7.5 mm	$2.42 ea, $24.15 bx-10

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Item No	Description	Contract Prices
AC380	Mallinckrodt Endotracheal Tube, CUFFED, 8.0 mm	$2.42 ea, $24.15 bx-10
AC385	Mallinckrodt Endotracheal Tube, CUFFED, 8.5 mm	$2.42 ea, $24.15 bx-10
AC390	Mallinckrodt Endotracheal Tube, CUFFED, 9.0 mm	$2.42 ea, $24.15 bx-10
AC400BUNDLE	KING LTS-D Airway Convenience Bundle, Size 0	$38.64 ea
AC401BUNDLE	KING LTS-D Airway Convenience Bundle, Size 1	$38.64 ea
AC4025BUNDLE	KING LTS-D Airway Convenience Bundle, Size 2.5	$38.64 ea
AC402BUNDLE	KING LTS-D Airway Convenience Bundle, Size 2	$38.64 ea
AC403BUNDLE	KING LTS-D Airway Convenience Bundle, Size 3	$37.95 ea
AC404BUNDLE	KING LTS-D Airway Convenience Bundle, Size 4	$37.95 ea
AC405BUNDLE	KING LTS-D Airway Convenience Bundle, Size 5	$37.95 ea
AC42500	Laerdal Thomas Select Tube Holder	$3.38 ea, $84.53 bx-25
AC430KIT	King LTS-D Kit, Size 0	$39.50 ea, $197.50 bx-5
AC431KIT	King LTS-D Kit, Size 1	$39.50 ea, $197.50 bx-5
AC4325KIT	King LTS-D Kit, Size 2.5	$39.50 ea, $197.50 bx-5
AC432KIT	King LTS-D Kit, Size 2	$39.50 ea, $197.50 bx-5
AC433KIT	King LTS-D Kit, Size 3	$39.50 ea, $197.50 bx-5
AC434KIT	King LTS-D Kit, Size 4	$39.50 ea, $197.50 bx-5
AC435KIT	King LTS-D Kit, Size 5	$39.50 ea, $197.50 bx-5
AC4400	KING LTS-D Airway with Gastric Access, Size 0	$35.54 ea, $355.40 bx-10
AC4401	KING LTS-D Airway with Gastric Access, Size 1	$35.54 ea, $355.40 bx-10
AC4402	KING LTS-D Airway with Gastric Access, Size 2	$35.54 ea, $355.40 bx-10
AC44025	KING LTS-D Airway with Gastric Access, Size 2.5	$35.54 ea, $355.40 bx-10
AC4403	KING LTS-D Airway with Gastric Access, Size 3	$35.54 ea, $355.40 bx-10
AC4404	KING LTS-D Airway with Gastric Access, Size 4	$35.54 ea, $355.40 bx-10
AC4405	KING LTS-D Airway with Gastric Access, Size 5	$35.54 ea, $355.40 bx-10
AC537	COMBITUBE Airway, 37 fr. (Small Adult)	$43.13 ea
AC54010	air-Q SP Self-Pressurizing Laryngeal Airway, #1.0	$7.73 ea, $77.28 bx-10
AC54015	air-Q SP Self-Pressurizing Laryngeal Airway, #1.5	$7.73 ea, $77.28 bx-10
AC54020	air-Q SP Self-Pressurizing Laryngeal Airway, #2.0	$7.73 ea, $77.28 bx-10
AC54025	air-Q SP Self-Pressurizing Laryngeal Airway, #2.5	$7.73 ea, $77.28 bx-10
AC54035	air-Q SP Self-Pressurizing Laryngeal Airway, #3.5	$7.73 ea, $77.28 bx-10
AC54045	air-Q SP Self-Pressurizing Laryngeal Airway, #4.5	$7.73 ea, $77.28 bx-10
AC541	COMBITUBE Airway, 41 fr.	$43.13 ea
AC62134	CO2 Easy CARBON DIOXIDE DETECTOR, Adult	$10.01 ea, $100.05 cs-10
AC62135	CO2 Easy CARBON DIOXIDE DETECTOR, Pedi	$10.01 ea, $100.05 cs-10
AC7202B	Ambu TubeChek-B, Bulb Style	$3.12 ea, $62.38 cs-20

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Item No	Description	Contract Prices
AC800	SLICK Stylette, 10 fr.	$3.21 ea, $80.21 bx-25
AC810	SLICK Stylette, 8 fr.	$3.21 ea, $80.21 bx-25
AC820	SLICK Stylette, 6 fr.	$3.21 ea, $80.21 bx-25
AC8201	The i-gel Supraglottic Airway, Neonate, Size 1	$15.04 ea, $150.42 cs-10
AC8202	The i-gel Supraglottic Airway, Small Pedi, #2	$15.04 ea, $150.42 cs-10
AC8203	The i-gel Supraglottic Airway, Small Adult, #3	$28.63 ea, $715.75 cs-25
AC8204	The i-gel Supraglottic Airway, Medium Adult, #4	$28.63 ea, $715.75 cs-25
AC8205	The i-gel Supraglottic Airway, Large Adult, #5	$28.63 ea, $715.75 cs-25
AC8215	The i-gel Supraglottic Airway, Infant, Size 1.5	$15.04 ea, $150.42 cs-10
AC8225	The i-gel Supraglottic Airway, Large Pedi, #2.5	$15.04 ea, $150.42 cs-10
AC8511	FLEX-GUIDE ET Tube Introducer, Adult, 15 Fr	$8.90 ea, $89.00 bx-10
AC8521	FLEX-GUIDE ET Tube Introducer, Pediatric, 10 Fr	$8.90 ea, $89.00 bx-10
AC8703	The i-gel O2 Resus Pack, Small Adult, Size 3	$24.91 ea, $149.45 cs-6
AC8704	The i-gel O2 Resus Pack, Medium Adult, Size 4	$24.91 ea, $149.45 cs-6
AC8705	The i-gel O2 Resus Pack, Large Adult, Size 5	$24.91 ea, $149.45 cs-6
AC8800	i-gel O2 Resus Airway Support Strap	$4.35 ea, $43.47 bx-10
AC900-10A	FLEXI-SLIP Stylette, 10 fr.	$2.17 ea, $43.47 bx-20
AC900-12A	FLEXI-SLIP Stylette, 12 fr.	$2.17 ea, $43.47 bx-20
AC900-14A	FLEXI-SLIP Stylette, 14 fr.	$2.17 ea, $43.47 bx-20
AC90211	ET Tube Introducer/Bougie, Pedi, 10 Fr	$6.66 ea, $66.59 bx-10
AC90212	ET Tube Introducer/Bougie, Adult, 15 Fr	$6.66 ea, $66.59 bx-10
AE1120	MedSource Endotracheal Tube, UNCUFFED, 2.0 mm	$1.17 ea, $11.73 bx-10
AE1125	MedSource Endotracheal Tube, UNCUFFED, 2.5 mm	$1.17 ea, $11.73 bx-10
AE1130	MedSource Endotracheal Tube, UNCUFFED, 3.0 mm	$1.17 ea, $11.73 bx-10
AE1135	MedSource Endotracheal Tube, UNCUFFED, 3.5 mm	$1.17 ea, $11.73 bx-10
AE1140	MedSource Endotracheal Tube, UNCUFFED, 4.0 mm	$1.17 ea, $11.73 bx-10
AE1145	MedSource Endotracheal Tube, UNCUFFED, 4.5 mm	$1.17 ea, $11.73 bx-10
AE1150	MedSource Endotracheal Tube, UNCUFFED, 5.0 mm	$1.17 ea, $11.73 bx-10
AE1155	MedSource Endotracheal Tube, UNCUFFED, 5.5 mm	$1.17 ea, $11.73 bx-10
AE23325	MedSource Endotracheal/Stylette, UNCUFFED, 2.5	$2.38 ea, $23.81 bx-10
AE23330	MedSource Endotracheal/Stylette, UNCUFFED, 3.0	$2.38 ea, $23.81 bx-10
AE23335	MedSource Endotracheal/Stylette, UNCUFFED, 3.5	$2.38 ea, $23.81 bx-10
AE23340	MedSource Endotracheal/Stylette, UNCUFFED, 4.0	$2.38 ea, $23.81 bx-10
AE23345	MedSource Endotracheal/Stylette, UNCUFFED, 4.5	$2.38 ea, $23.81 bx-10
AE23350	MedSource Endotracheal/Stylette, UNCUFFED, 5.0	$2.38 ea, $23.81 bx-10
AE23355	MedSource Endotracheal/Stylette, UNCUFFED, 5.5	$2.38 ea, $23.81 bx-10

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AE23450	MedSource Endotracheal/Stylette, CUFFED, 5.0	$2.42 ea, $24.15 bx-10
AE23455	MedSource Endotracheal/Stylette, CUFFED, 5.5	$2.38 ea, $23.81 bx-10
AE23460	MedSource Endotracheal/Stylette, CUFFED, 6.0	$2.38 ea, $23.81 bx-10
AE23465	MedSource Endotracheal/Stylette, CUFFED, 6.5	$2.38 ea, $23.81 bx-10
AE23470	MedSource Endotracheal/Stylette, CUFFED, 7.0	$2.38 ea, $23.81 bx-10
AE23475	MedSource Endotracheal/Stylette, CUFFED, 7.5	$2.38 ea, $23.81 bx-10
AE23480	MedSource Endotracheal/Stylette, CUFFED, 8.0	$2.38 ea, $23.81 bx-10
AE23485	MedSource Endotracheal/Stylette, CUFFED, 8.5	$2.38 ea, $23.81 bx-10
AE23490	MedSource Endotracheal/Stylette, CUFFED, 9.0	$2.38 ea, $23.81 bx-10
AE3210	MedSource Endotracheal Tube, CUFFED, 10.0	$1.21 ea, $12.08 bx-10
AE3250	MedSource Endotracheal Tube, CUFFED, 5.0	$1.21 ea, $12.08 bx-10
AE3255	MedSource Endotracheal Tube, CUFFED, 5.5	$1.21 ea, $12.08 bx-10
AE3260	MedSource Endotracheal Tube, CUFFED, 6.0	$1.21 ea, $12.08 bx-10
AE3265	MedSource Endotracheal Tube, CUFFED, 6.5	$1.21 ea, $12.08 bx-10
AE3270	MedSource Endotracheal Tube, CUFFED, 7.0	$1.21 ea, $12.08 bx-10
AE3275	MedSource Endotracheal Tube, CUFFED, 7.5	$1.21 ea, $12.08 bx-10
AE3280	MedSource Endotracheal Tube, CUFFED, 8.0	$1.21 ea, $12.08 bx-10
AE3285	MedSource Endotracheal Tube, CUFFED, 8.5	$1.21 ea, $12.08 bx-10
AE3290	MedSource Endotracheal Tube, CUFFED, 9.0	$1.21 ea, $12.08 bx-10
AE3295	MedSource Endotracheal Tube, CUFFED, 9.5	$1.21 ea, $12.08 bx-10
AE525	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 2.5	$3.90 ea, $38.99 bx-10
AE530	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 3.0	$3.90 ea, $38.99 bx-10
AE535	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 3.5	$3.90 ea, $38.99 bx-10
AE540	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 4.0	$3.90 ea, $38.99 bx-10
AE545	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 4.5	$3.90 ea, $38.99 bx-10
AE550	FLEXI-SET Endotracheal/Stylette, UNCUFFED, 5.0	$3.90 ea, $38.99 bx-10
AE750	FLEXI-SET Endotracheal/Stylette, CUFFED, 5.0	$4.00 ea, $40.02 bx-10
AE755	FLEXI-SET Endotracheal/Stylette, CUFFED, 5.5	$4.00 ea, $40.02 bx-10
AE760	FLEXI-SET Endotracheal/Stylette, CUFFED, 6.0	$4.00 ea, $40.02 bx-10
AE765	FLEXI-SET Endotracheal/Stylette, CUFFED, 6.5	$4.00 ea, $40.02 bx-10
AE770	FLEXI-SET Endotracheal/Stylette, CUFFED, 7.0	$4.00 ea, $40.02 bx-10
AE775	FLEXI-SET Endotracheal/Stylette, CUFFED, 7.5	$4.00 ea, $40.02 bx-10
AE780	FLEXI-SET Endotracheal/Stylette, CUFFED, 8.0	$4.00 ea, $40.02 bx-10
AE785	FLEXI-SET Endotracheal/Stylette, CUFFED, 8.5	$4.00 ea, $40.02 bx-10
AE790	FLEXI-SET Endotracheal/Stylette, CUFFED, 9.0	$4.00 ea, $40.02 bx-10
AE8825	Rusch Endotracheal Tube, UNCUFFED, 2.5 mm	$1.79 ea, $17.94 bx-10

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Item No	Description	Contract Prices
AE8830	Rusch Endotracheal Tube, UNCUFFED, 3.0 mm	$1.79 ea, $17.94 bx-10
AE8835	Rusch Endotracheal Tube, UNCUFFED, 3.5 mm	$1.79 ea, $17.94 bx-10
AE8840	Rusch Endotracheal Tube, UNCUFFED, 4.0 mm	$1.79 ea, $17.94 bx-10
AE8845	Rusch Endotracheal Tube, UNCUFFED, 4.5 mm	$1.79 ea, $17.94 bx-10
AE8850	Rusch Endotracheal Tube, UNCUFFED, 5.0 mm	$1.79 ea, $17.94 bx-10
AE8855	Rusch Endotracheal Tube, UNCUFFED, 5.5 mm	$1.79 ea, $17.94 bx-10
AE8860	Rusch Endotracheal Tube, UNCUFFED, 6.0 mm	$1.79 ea, $17.94 bx-10
AE9925	Rusch Endotracheal Tube, Pediatric, CUFFED, 2.5	$3.62 ea, $36.23 bx-10
AE9930	Rusch Endotracheal Tube, Pediatric, CUFFED, 3.0	$3.62 ea, $36.23 bx-10
AE9935	Rusch Endotracheal Tube, Pediatric, CUFFED, 3.5	$3.62 ea, $36.23 bx-10
AE9940	Rusch Endotracheal Tube, Pediatric, CUFFED, 4.0	$3.62 ea, $36.23 bx-10
AE9945	Rusch Endotracheal Tube, Pediatric, CUFFED, 4.5	$3.62 ea, $36.23 bx-10
AE9950	Rusch Endotracheal Tube, CUFFED, 5.0	$2.07 ea, $20.70 bx-10
AE9955	Rusch Endotracheal Tube, CUFFED, 5.5	$2.07 ea, $20.70 bx-10
AE9960	Rusch Endotracheal Tube, CUFFED, 6.0	$2.07 ea, $20.70 bx-10
AE9965	Rusch Endotracheal Tube, CUFFED, 6.5	$2.07 ea, $20.70 bx-10
AE9970	Rusch Endotracheal Tube, CUFFED, 7.0	$2.07 ea, $20.70 bx-10
AE9975	Rusch Endotracheal Tube, CUFFED, 7.5	$2.07 ea, $20.70 bx-10
AE9980	Rusch Endotracheal Tube, CUFFED, 8.0	$2.07 ea, $20.70 bx-10
AE9985	Rusch Endotracheal Tube, CUFFED, 8.5	$2.07 ea, $20.70 bx-10
AE9990	Rusch Endotracheal Tube, CUFFED, 9.0	$2.07 ea, $20.70 bx-10
AE9995	Rusch Endotracheal Tube, CUFFED, 9.5	$2.07 ea, $20.70 bx-10
AE9999	Rusch Endotracheal Tube, CUFFED, 10.0	$2.07 ea, $20.70 bx-10
AES_TRU-CUFF-TT	Tru-Cuff ET Tube Inflation Syringe	$4.55 ea, $227.50 cs-50
AMBU_KVIS01ADCASE	King Vision aBlade Case	$41.37 ea
AMBU_KVLAB1	King Vision aBlade, Infant Size 1, Standard	$15.15 ea, $303.00 cs-20
AMBU_KVLAB2	King Vision aBlade, Pediatric Size 2, Standard	$15.15 ea, $303.00 cs-20
AMBU_KVLAB2C	King Vision aBlade, Pediatric Size 2C, Channeled	$15.15 ea, $303.00 cs-20
AMBU_KVLAB3	King Vision aBlade, Size 3, Standard	$12.39 ea, $247.80 cs-20
AMBU_KVLAB3C	King Vision aBlade, Size 3C, Channeled	$12.39 ea, $247.80 cs-20
AMBU_KVLABKIT3	King Vision aBlade KIT	$1490.03 ea
AT0056	ARS for Needle Decompression, 14 GA x 3.25"	$8.25 ea
AT0298	ARS for Needle Decompression, 10 GA x 3.25"	$13.79 ea
AT100A	Jet Ventilation Transtracheal Catheter, 13 GA, Adult	$97.98 ea
AT100C	Jet Ventilation Transtracheal Catheter, 14 GA, Pedi	$97.98 ea
AT200	COOK Emergency Thoracentesis Kit, 6.0 cm catheter	$118.34 ea

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AT2200	SAM ThoraSite, Pk/5	$56.04 pk, $280.20 cs-5
AT30	Cook Connecting Tube, 30 cm	$32.15 ea
AT3637	Cook Chest Drain Valve	$54.50 ea
AT42	Cook Tubing with Luer Connectors, 60 cm	$23.12 ea
AT43	Cook Hose Barb/Luer Lock Adapter	$9.63 ea
AT4500	Control-Cric Emergency Cricothyrotomy	$141.45 ea
AT4500-TRAIN	Control-Cric TRAINER (Not for human use)	$103.50 ea
AT55524	COOK Emergency Thoracentesis Kit, 8.7 cm catheter	$127.65 ea
AT566034	Turkel Safety Thoracentesis System	$42.09 ea
AT635	MELKER Cricothyrotomy Catheter Set, 3.5 mm	$182.85 ea
AT640	MELKER Cricothyrotomy Catheter Set, 4 mm	$182.85 ea
AT660	MELKER Cricothyrotomy Catheter Set, 6 mm	$182.85 ea
AT8001	H&H Emergency Cricothyrotomy Kit	$110.39 ea
AT904	QUICKTRACH II Cricothyrotomy Device, Adult	$155.25 ea
AT9413	COOK Emergency Transtracheal Airway Catheter	$81.42 ea
AT98	QUICKTRACH Emergency Cricothyrotomy Device, Pedi	$148.35 ea
AT99	QUICKTRACH Emergency Cricothyrotomy Device, Adult	$148.35 ea
ATTPAK	TyTek TPAK Tension Pneumothorax Access Kit	$16.53 ea
BEMI_434410	Suction Canister, 1200cc HYDROPHOBIC (cs/48)	$224.25 cs
BEMI_531010	Elbow for 1200cc Suction Canister, Bag of 12	$3.80 bg
BJ2275	Lubricating Jelly, 4 oz. Flip Top Tube	$2.31 ea
BJ8999	Lubricating Jelly, 2.7g Foil Pack	$0.07 ea, $9.94 bx-144
IN317	Young Tongue Seizing Forcep	$6.76 ea
IN374	Magill Forcep, Child	$4.11 ea
IN375	Magill Forcep, Adult	$4.11 ea
IT0041	AnapnoGuard Cuffill Device, 10cc	$30.02 ea, $300.15 bx-10
IV5311	Stopcock Only, 3-Way	$0.86 ea, $43.13 cs-50
IVV15AA	Emergency Cricothyrotomy Kit	$67.97 ea
IVV16325A	Emergency Thoracentesis Kit w/14 GA x 3.25" Cath	$122.82 ea
IVV1684	Emergency Cricothyrotomy Kit, 5.5mm	$20.70 ea
IVV16DA	Emergency Thoracentesis Kit w/14 GA x 2" Cath	$103.16 ea
LAER_780210	Replacement Power Cord, AC	$23.46 ea
LY001CABLE	King Vision Video Cable	$33.78 ea
LY003	King Vision STANDARD Blade, Size 3, Med Adult	$39.30 ea
LY003C	King Vision CHANNELED Blade, Size 3, Med Adult	$39.30 ea
LY003CASE	King Vision Supply Bag with Pockets	$34.12 ea

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LY003KIT	King Vision KIT	$1231.23 ea
LY1	ADC Standard Laryngoscope Handle, Medium (C cell)	$16.22 ea
LY100	VividTrac Video Intubation Device, Adult	$64.00 ea
LY1002	Hartwell Disposable Laryngoscope Handle, Medium	$7.25 ea
LY104-BLU	E.T. Kit Case, Empty	$43.13 ea
LY1421	BriteView Laryngoscope Blade, Mac #1, Pink	$6.87 ea, $68.66 bx-10
LY1422	BriteView Laryngoscope Blade, Mac #2, Yellow	$6.87 ea, $68.66 bx-10
LY1423	BriteView Laryngoscope Blade, Mac #3, Orange	$6.87 ea, $68.66 bx-10
LY1424	BriteView Laryngoscope Blade, Mac #4, Green	$6.87 ea, $68.66 bx-10
LY1520	BriteView Laryngoscope Blade, Miller #0, White	$6.87 ea, $68.66 bx-10
LY1521	BriteView Laryngoscope Blade, Miller #1, Pink	$6.87 ea, $68.66 bx-10
LY1522	BriteView Laryngoscope Blade, Miller #2, Yellow	$6.87 ea, $68.66 bx-10
LY1523	BriteView Laryngoscope Blade, Miller #3, Orange	$6.87 ea, $68.66 bx-10
LY1524	BriteView Laryngoscope Blade, Miller #4, Green	$6.87 ea, $68.66 bx-10
LY1600K	BriteView Color-Coded Laryngoscope Kit	$123.86 ea
LY18	Conterra Deluxe Intubation Case	$53.96 ea
LY1F	Fiberoptic Laryngoscope Handle, Medium (C cell)	$49.34 ea
LY2	ADC Standard Laryngoscope Handle, Small (AA cell)	$16.22 ea
LY2F	Fiberoptic Laryngoscope Handle, Small (AA cell)	$49.34 ea
LY30	Conterra Tube-Pro Intubation Kit	$97.01 ea
LY3000	Infinium ClearVue VL3D Video Laryngoscope, w/ Disp Blades	$1100.55 ea
LY3001	Infinium ClearVue Disposable Blade, Size 1	$11.04 ea, $110.40 bx-10
LY3002	Infinium ClearVue Disposable Blade, Size 2	$11.04 ea, $110.40 bx-10
LY3003	Infinium ClearVue Disposable Blade, Size 3	$11.04 ea, $110.40 bx-10
LY3004	Infinium ClearVue Disposable Blade, Size 4	$11.04 ea, $110.40 bx-10
LY3005	Infinium ClearVue Disposable Blade, Size 5	$11.04 ea, $110.40 bx-10
LY31012	IntuBrite Laryngoscope Handle, Reusable, E-Classic	$117.27 ea
LY31020	IntuBrite Laryngoscope Blade, Mac 0	$6.87 ea
LY31021	IntuBrite Laryngoscope Blade, Mac 1	$6.87 ea
LY31022	IntuBrite Laryngoscope Blade, Mac 2	$6.87 ea
LY31023	IntuBrite Laryngoscope Blade, Mac 3	$6.87 ea
LY31024	IntuBrite Laryngoscope Blade, Mac 4	$6.87 ea
LY31029	IntuBrite Laryngoscope Blade, Mac 3+	$6.87 ea
LY31030	IntuBrite Laryngoscope Blade, Miller 0	$6.87 ea
LY31031	IntuBrite Laryngoscope Blade, Miller 1	$6.87 ea
LY31032	IntuBrite Laryngoscope Blade, Miller 2	$6.87 ea

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Item No	Description	Contract Prices
LY31033	IntuBrite Laryngoscope Blade, Miller 3	$6.87 ea
LY31034	IntuBrite Laryngoscope Blade, Miller 4	$6.87 ea
LY31035	IntuBrite Laryngoscope Blade, Miller 1+	$6.87 ea
LY31039	IntuBrite Laryngoscope Blade, Miller 00	$6.87 ea
LY31055	IntuBrite E Handle 4.5v Alkaline Battery	$17.73 ea
LY32001	IntuBrite Laryngoscope Blade, Phillips 1, Disposable, LED	$137.31 bx-20
LY32002	IntuBrite Laryngoscope Blade, Phillips 2, Disposable, LED	$137.31 bx-20
LY32015	IntuBrite Disposable LED Laryngoscope Handle, Medium	$7.94 ea
LY32016	IntuBrite Disposable LED Laryngoscope Handle, Pedi	$7.94 ea
LY36029	IntuBrite Video Laryngoscope Blade, Reusable, Mac 3+	$970.14 ea
LY36060	IntuBrite Reusable Rigid Stylet	$27.57 ea
LY36165	IntuBrite VLS 6630 Video Handle Rechargeable Battery	$20.67 ea
LY36220	IntuBrite Video Laryngoscope Sheath, Disposable, Mac 2	$117.30 bx-10
LY36320	IntuBrite Video Laryngoscope Sheath, Mac 3	$11.73 ea, $117.30 bx-10
LY36420	IntuBrite Video Laryngoscope Sheath, Mac 4	$11.73 ea, $117.30 bx-10
LY4FA	RUSCH Fiberoptic Handle, Medium ('C' cell)	$86.25 ea
LY50	ADC Laryngoscope Blade, Macintosh Blade, #0	$19.98 ea
LY5060	MACO FIBER OPTIC Metal Laryng Blade, Mac #0	$4.82 ea, $48.23 bx-10
LY5061	MACO FIBER OPTIC Metal Laryng Blade, Mac #1	$4.82 ea, $48.23 bx-10
LY5062	MACO FIBER OPTIC Metal Laryng Blade, Mac #2	$4.82 ea, $48.23 bx-10
LY5063	MACO FIBER OPTIC Metal Laryng Blade, Mac #3	$4.82 ea, $48.23 bx-10
LY5064	MACO FIBER OPTIC Metal Laryng Blade, Mac #4	$4.82 ea, $48.23 bx-10
LY51	ADC Laryngoscope Blade, Macintosh Blade, #1	$19.98 ea
LY511	Fiberoptic Laryngoscope Halogen Lamp (Silver)	$11.63 ea
LY5115-BLU	FERNO Professional Intubation Bag, Blue	$58.65 ea
LY5130	FERNO Intubation Ultra Mini-Bag	$33.12 ea
LY52	ADC Laryngoscope Blade, Macintosh Blade, #2	$19.98 ea
LY53	ADC Laryngoscope Blade, Macintosh Blade, #3	$19.98 ea
LY54	ADC Laryngoscope Blade, Macintosh Blade, #4	$19.98 ea
LY5FA	RUSCH Fiberoptic Handle, Small ('AA' cell)	$86.25 ea
LY60	ADC Standard Laryngoscope Blade, Miller Blade, #0	$19.98 ea
LY6040	MACO Metal Laryng Blade, LED, Disp, Mill #0	$4.90 ea, $48.99 bx-10
LY6041	MACO Metal Laryng Blade, LED, Disp, Mill #1	$4.90 ea, $48.99 bx-10
LY6042	MACO Metal Laryng Blade, LED, Disp, Mill #2	$4.90 ea, $48.99 bx-10
LY6043	MACO Metal Laryng Blade, LED, Disp, Mill #3	$4.90 ea, $48.99 bx-10
LY6044	MACO Metal Laryng Blade, LED, Disp, Mill #4	$4.90 ea, $48.99 bx-10

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Item No	Description	Contract Prices
LY6060	MACO FIBER OPTIC Metal Laryng Blade, Miller #0	$4.82 ea, $48.23 bx-10
LY6061	MACO FIBER OPTIC Metal Laryng Blade, Miller #1	$4.82 ea, $48.23 bx-10
LY6062	MACO FIBER OPTIC Metal Laryng Blade, Miller #2	$4.82 ea, $48.23 bx-10
LY6063	MACO FIBER OPTIC Metal Laryng Blade, Miller #3	$4.82 ea, $48.23 bx-10
LY6064	MACO FIBER OPTIC Metal Laryng Blade, Miller #4	$4.82 ea, $48.23 bx-10
LY61	ADC Standard Laryngoscope Blade, Miller Blade, #1	$19.98 ea
LY62	ADC Standard Laryngoscope Blade, Miller Blade, #2	$19.98 ea
LY63	ADC Standard Laryngoscope Blade, Miller Blade, #3	$19.98 ea
LY64	ADC Standard Laryngoscope Blade, Miller Blade, #4	$19.98 ea
LY7060	MACO Conventional Metal Laryng Blade, Mac #0	$4.90 ea, $48.99 bx-10
LY7061	MACO Conventional Metal Laryng Blade, Mac #1	$4.90 ea, $48.99 bx-10
LY7062	MACO Conventional Metal Laryng Blade, Mac #2	$4.90 ea, $48.99 bx-10
LY7063	MACO Conventional Metal Laryng Blade, Mac #3	$4.90 ea, $48.99 bx-10
LY7064	MACO Conventional Metal Laryng Blade, Mac #4	$4.90 ea, $48.99 bx-10
LY70F	ADC Fiberoptic Laryngoscope Blade, Mac #0	$47.58 ea
LY71F	ADC Fiberoptic Laryngoscope Blade, Mac #1	$47.58 ea
LY72F	ADC Fiberoptic Laryngoscope Blade, Mac #2	$47.58 ea
LY73F	ADC Fiberoptic Laryngoscope Blade, Mac #3	$47.58 ea
LY74F	ADC Fiberoptic Laryngoscope Blade, Mac #4	$47.58 ea
LY7L	ADC Replacement Bulb for 3,4 Mac and 4 Miller	$2.79 ea
LY7S	ADC Replacement Bulb for 1,2 Mac - 0,1,2,3 Miller	$2.79 ea
LY8000	i-view Video Laryngoscope	$100.05 ea, $800.40 bx-8
LY80F	Fiberoptic Laryngoscope Blade, Miller Blade, #0	$48.65 ea
LY8101	MACO Laryngoscope Handle, Medium	$4.90 ea, $48.99 bx-10
LY8102	MACO Laryngoscope Handle, Small	$4.90 ea, $48.99 bx-10
LY81F	Fiberoptic Laryngoscope Blade, Miller Blade, #1	$48.65 ea
LY82F	Fiberoptic Laryngoscope Blade, Miller Blade, #2	$48.65 ea
LY83F	Fiberoptic Laryngoscope Blade, Miller Blade, #3	$48.65 ea
LY84F	Fiberoptic Laryngoscope Blade, Miller Blade, #4	$48.65 ea
LY851	GREENLINE Fiber Optic Laryng Blade, Mac #1	$5.35 ea, $106.95 bx-20
LY852	GREENLINE Fiber Optic Laryng Blade, Mac #2	$5.35 ea, $106.95 bx-20
LY853	GREENLINE Fiber Optic Laryng Blade, Mac #3	$5.35 ea, $106.95 bx-20
LY854	GREENLINE Fiber Optic Laryng Blade, Mac #4	$5.35 ea, $106.95 bx-20
LY860	GREENLINE Fiber Optic Laryng Blade, Miller #0	$5.35 ea, $106.95 bx-20
LY861	GREENLINE Fiber Optic Laryng Blade, Miller #1	$5.35 ea, $106.95 bx-20
LY862	GREENLINE Fiber Optic Laryng Blade, Miller #2	$5.35 ea, $106.95 bx-20

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Item No	Description	Contract Prices
LY863	GREENLINE Fiber Optic Laryng Blade, Miller #3	$5.35 ea, $106.95 bx-20
LY864	GREENLINE Fiber Optic Laryng Blade, Miller #4	$5.35 ea, $106.95 bx-20
LY9020A	GRANDVIEW Disposable Laryngoscope Blade, Adult	$8.94 ea, $89.36 bx-10
LY95	Conterra King Airway Organizer Case	$43.02 ea
NEOT_N204	Little Sucker Preemie	$2.86 ea
OH0002C	SSCOR DuCanto Suction Catheter	$2.04 ea, $102.00 cs-50
OH0002T	SSCOR DuCanto Suction Catheter w/ 3' suction tubing	$3.41 ea, $102.30 cs-30
OH0006T	SSCOR DuCanto Suction Catheter w/ 6' suction tubing	$3.76 ea, $112.80 cs-30
OH3492	THE BIG YANK Suction Instrument	$12.77 ea, $127.65 bx-10
OH4024	S-SCORT HI-D BIG STICK Suction Handle	$1.90 ea, $95.00 cs-50
OH4250	Suction Tubing, Large Bore, 1/4", 6 ft.	$0.77 ea, $38.64 cs-50
OH4690	YANKAUER Suction Handle, Vented	$0.79 ea, $39.50 cs-50
OH5013	YANKAUER Suction Handle with Tubing	$2.21 ea, $44.16 cs-20
OH8036	S-SCORT HI-D BIG STICK Suction Handle w/3' tube	$3.04 ea, $30.36 cs-10
OK0101	MECONIUM Aspirator	$4.59 ea, $45.89 bg-10
OK0225	LITTLE SUCKER Suction Device, Standard Nasal Tip	$2.76 ea
OK100	Laerdal V-VAC Starter Kit	$91.43 ea
OK100T	Laerdal V-VAC TRAINERs Kit	$89.67 ea
OK106	QUICKDRAW Carry Case, Large	$42.78 ea
OK107	QUICKDRAW Carry Case, Small	$26.91 ea
OK1200	Suction Canister, 1200cc	$3.11 ea, $37.26 dz-12, $149.04 cs-48
OK1200CT	Suction Canister Kit, 1200cc	$6.87 ea, $82.39 dz-12
OK1800A	Suction Canister, 800cc	$3.11 ea, $217.35 cs-70
OK200	Laerdal V-VAC Suction Cartridge	$20.67 ea
OK200T	Laerdal V-VAC Reusable Training Cartridge	$34.47 ea
OK2310BV	S-SCORT VX-2 Suction Unit with charging retention bracket	$882.62 ea
OK2310V	S-SCORT VX-2 Suction Unit with variable regulator	$690.11 ea
OK2480	QUICKDRAW Single-Use Canister	$16.70 ea, $333.96 cs-20
OK2482T	QUICKDRAW Training Canister	$19.32 ea
OK2483	QUICKDRAW Canister with Suction Tubing	$15.15 ea, $227.25 cs-15
OK26110-12	SuctionPro 72 Closed Suction System, 12 fr	$342.20 cs-20
OK300	Laerdal V-VAC Adapter Tips (set of 4)	$26.19 ea
OK304	Laerdal V-VAC Catheters (set of 4)	$12.73 pk
OK3606	Suction Catheter with Coiled Packaging, 6 fr.	$0.40 ea, $20.00 cs-50
OK3608	Suction Catheter with Coiled Packaging, 8 fr.	$0.39 ea, $19.50 cs-50
OK3610	Suction Catheter with Coiled Packaging, 10 fr.	$0.39 ea, $19.50 cs-50

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OK3612	Suction Catheter with Coiled Packaging, 12 fr.	$0.39 ea, $19.50 cs-50
OK3614	Suction Catheter with Coiled Packaging, 14 fr.	$0.39 ea, $19.50 cs-50
OK3616	Suction Catheter with Coiled Packaging, 16 fr.	$0.39 ea, $19.50 cs-50
OK3618	Suction Catheter with Coiled Packaging, 18 fr.	$0.39 ea, $19.50 cs-50
OK47	Bulb Syringe, 2 oz.	$1.04 ea
OK4900	Muc-Away, Comfort Soft Plus, Nasal Aspiration Device 3.25"	$3.42 ea, $136.62 cs-40
OK4906	ARGYLE Salem Sump Tube, 6 fr.	$6.87 ea, $68.66 bx-10
OK4908	ARGYLE Salem Sump Tube, 8 fr.	$6.87 ea, $68.66 bx-10
OK4910	Muc-Away, Comfort Soft Plus, Nasal Aspiration Device 4.5"	$3.42 ea, $136.62 cs-40
OK4911	ARGYLE Salem Sump Tube, 10 fr.	$2.10 ea, $105.23 cs-50
OK4929	ARGYLE Salem Sump Tube, 12 fr.	$2.10 ea, $105.23 cs-50
OK4945	ARGYLE Salem Sump Tube, 14 fr.	$2.10 ea, $105.23 cs-50
OK4960	ARGYLE Salem Sump Tube, 16 fr.	$2.10 ea, $105.23 cs-50
OK4986	ARGYLE Salem Sump Tube, 18 fr.	$2.10 ea, $105.23 cs-50
OK50176	S-SCORT Suction Unit Tubing Strap	$3.28 ea
OK5212	Naso-Gastric Tube, 12 fr.	$1.35 ea
OK5214	Naso-Gastric Tube, 14 fr.	$1.35 ea
OK5216	Naso-Gastric Tube, 16 fr.	$1.35 ea
OK5218	Naso-Gastric Tube, 18 fr.	$1.35 ea
OK60CCA	60cc Syringe with catheter tip, Sterile	$0.82 ea, $41.00 bx-50
OK610	Suction-Easy Manual Emergency Suction Unit	$31.91 ea
OK65651	Guardian Canister, 1200cc	$3.62 ea, $144.90 cs-40
OK700	Suction-Easy Manual Suction Unit w/ SSCOR DuCanto Catheter	$37.95 ea
OK74000	S-SCORT III Suction Unit	$623.48 ea
OK7800	Laerdal LSU Suction Unit	$707.25 ea
OK8052	S-SCORT AC/DC Converter	$26.50 ea
OK80533	S-SCORT Charger	$59.68 ea
OK80613	QUICKDRAW Alkaline Battery for #2403	$31.05 ea
OK80615	QUICKDRAW AAA Battery Holder for #2403	$27.05 ea
OK80635	S-SCORT TEN and VX-2 Suction Unit Battery	$34.78 ea
OK80637	S-SCORT 9 Suction Unit Battery	$34.78 ea
OK80638	S-SCORT III Suction Unit Battery	$50.72 ea
OK80665	S-SCORT Replacement DC Cable	$11.59 ea
OK880051	Laerdal Compact Suction Unit 800 ml (LCSU 4)	$513.36 ea
OK880061	Laerdal Compact Suction Unit 300 ml (LCSU 4)	$438.84 ea
OK886102	Laerdal Suction Unit 800ml Canister with tubing	$24.15 ea

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Item No	Description	Contract Prices
OK886106	Laerdal Suction Unit Vacuum Tube w/Elbow	$10.01 ea
OK886109	Laerdal Suction Unit 300 ml (LCSU 3/4) Carry Case	$33.09 ea
OK886112	LCSU 3/4 External Battery Charger w/o Cord	$95.22 ea
OK886116	Laerdal Suction Unit High Efficiency Filter Kit	$13.77 ea
OK9506C	Suction Catheter, Thumb Control, 6 fr.	$0.35 ea, $17.25 cs-50
OK9508C	Suction Catheter, Thumb Control, 8 fr.	$0.35 ea, $17.25 cs-50
OK9510C	Suction Catheter, Thumb Control, 10 fr.	$0.35 ea, $17.25 cs-50
OK9512C	Suction Catheter, Thumb Control, 12 fr.	$0.35 ea, $17.25 cs-50
OK9514C	Suction Catheter, Thumb Control, 14 fr.	$0.35 ea, $17.25 cs-50
OK9516C	Suction Catheter, Thumb Control, 16 fr.	$0.35 ea, $17.25 cs-50
OK9518C	Suction Catheter, Thumb Control, 18 fr.	$0.35 ea, $17.25 cs-50
SUNM_1-7343-30	Endotracheal/Stylette Combo, CUFFED, 3.0 mm	$3.28 ea, $32.78 bx-10
SUNM_1-7343-35	Endotracheal/Stylette Combo, CUFFED, 3.5 mm	$3.28 ea, $32.78 bx-10
SUNM_1-7343-40	Endotracheal/Stylette Combo, CUFFED, 4.0 mm	$3.28 ea, $32.78 bx-10
SUNM_1-7343-45	Endotracheal/Stylette Combo, CUFFED, 4.5 mm	$3.28 ea, $32.78 bx-10

Cases, Bags and Kits

Item No	Description	Contract Prices
BU020C	Siskiyou Burn Kit, Water-Jel Version	$103.16 ea
BU030E	BURN FREE Burn Kit	$68.97 ea
BU1411	CASE, BURN KIT	$15.84 ea
BU1700	Siskiyou Burn Kit Bag, Empty	$34.85 ea
CS5210-BLU	Arsenal 5210 Small Trauma Bag, Blue	$34.47 ea
CS5210-ORG	Arsenal 5210 Small Trauma Bag, Orange	$34.47 ea
CS5215-BLU	Arsenal 5215 Large Trauma Bag, Blue	$58.62 ea
CS5220-BLU	Arsenal 5220 ResponderTrauma Bag, Blue	$32.78 ea
CS5220-ORG	Arsenal 5220 ResponderTrauma Bag, Orange	$32.78 ea
CS5243-BLU	Arsenal 5243 Back Pack Trauma Bag, Blue	$54.44 ea
CS5243-ORG	Arsenal 5243 Back Pack Trauma Bag, Orange	$54.44 ea
CS8001-RED	MERET OMNI PRO X Bag, Nylon, Red	$234.57 ea
CS8008N-BLU	MERET RECOVER PRO X O2 Bag, Extended Height, ICC Blue	$172.47 ea
CS801X	MERET OMNI PRO X ICC O2 Conversion Kit	$22.05 ea
CS8101-BLU	MERET OMNI PRO X Bag, ICC Navy Blue	$275.97 ea
CS8101-RED	MERET OMNI PRO X Bag, ICC Red	$241.47 ea
CS8101-TB	MERET OMNI PRO X Bag, ICC Tactical Black	$275.97 ea
CS8101A-BLU	MERET AIRWAY Intubation Module, ICC Blue	$75.87 ea

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CS8101A-RED	MERET AIRWAY Intubation Module, ICC Red	$75.87 ea
CS8101A-TB	MERET AIRWAY Intubation Module, ICC Tactical Black	$75.87 ea
CS8101C-BLU	MERET XTRA Fill Pack Module, ICC Blue	$62.07 ea
CS8101C-RED	MERET XTRA Fill Pack Module, ICC Red	$62.07 ea
CS8101C-TB	MERET XTRA Fill Pack Module, ICC Tactical Black	$62.07 ea
CS8101J-BLU	MERET OMNI Medkit Pro, ICC Blue	$68.97 ea
CS8101J-RED	MERET OMNI Medkit Pro, ICC Red	$68.97 ea
CS8101J-TB	MERET OMNI Medkit Pro, ICC Tactical Black	$68.97 ea
CS8108N-RED	RECOVER PRO X O2 Response Bag, ICC Red	$186.27 ea
CS8108TBN	RECOVER PRO X O2 Response Bag, ICC Black	$186.29 ea
CS8110-RED	MERET FIRST-IN Sidepack PRO, ICC Red	$79.32 ea
CTS_RB-3	Conterra RESPONDER III Bag, Blue	$151.80 ea
FB1060C-BLK	Pelican 1060 Case, Clear Top with Black Liner	$23.12 ea
FB1060C-BLU	Pelican 1060 Case, Clear Top with Blue Liner	$23.12 ea
FB1060C-YEL	Pelican 1060 Case, Clear Top with Yellow Liner	$23.12 ea
FB1072-ORG	MTM Survivor Dry Box	$16.53 ea
FB1460EMS	Pelican 1460 EMS Case with Trays, Orange	$239.09 ea
FB1465EMS	Pelican Air 1465EMS EMS Case, Orange	$258.75 ea
FB1500EMS	Pelican EMS Equipment Case #1500EMS, Orange	$204.17 ea
FB1504-BLK	Pelican PROTECTOR Equipment Case, #1504, Black	$162.15 ea
FB1505	Lid Organizer and Divider Set for Pelican Case #1504	$87.29 ea
FB1550-BLK	Pelican PROTECTOR Equipment Case, #1550 with Foam, Black	$162.15 ea
FB1550EMS	Pelican EMS Equipment Case #1550EMS, Orange	$271.83 ea
FB1555	Lid Organizer and Divider Set for Pelican Case	$125.58 ea
FB1600EMS	Pelican EMS Equipment Case #1600EMS, Orange	$323.27 ea
FB1605	Lid Organizer and Divider Set for Pelican Case 1600EMS	$155.25 ea
FB1872M	FLAMBEAU #1872 Trauma Box	$48.27 ea
FB2072M	FLAMBEAU #2072 Trauma Box	$67.28 ea
FB2273M	FLAMBEAU #2273 Trauma Box	$120.75 ea
FS02007-RED	Elite Emerairs Rescue Backpack, Red, Infection Control	$222.53 ea
FS02008-RED	Elite Extreme BLS Bag, Red	$137.31 ea
FS02010-RED	Elite Critical ALS Bag, Red	$169.05 ea
FS02017-RED	Elite Paramed Backpack with Modules, Red	$141.45 ea
FS02026-RED	Elite Extreme BLS Bag, Red, Infection Control	$217.70 ea
FS02027-RED	Elite Critical ALS Bag, Red, Infection Control	$231.15 ea
FS033	EMS-1 Compact Utility Pack, Black	$15.53 ea

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FS043	EMS-2 Compact Utility Pack, Black	$16.91 ea
FS055L	PPE (Personal Protective Equipment) Bag, Large	$18.60 ea
FS099S	PPE (Personal Protective Equipment) Bag, Small	$18.60 ea
FS104-BLK	EMS-2 Fanny Pack, Black	$24.50 ea
FS104-BLU	EMS-2 Fanny Pack, Navy Blue	$24.50 ea
FS11019-BLU	PAX Wasserkuppe L ST FT2 Emergency Backpack, Blue	$385.71 ea
FS11019-RED	PAX Wasserkuppe L ST FT2 Emergency Backpack, Red	$385.71 ea
FS11066-BLU	PAX Dresden Emergency Bag, Blue	$219.08 ea
FS111-BLK	MINI 2+ Fanny Pack, Black	$18.60 ea
FS111-BLU	MINI 2+ Fanny Pack, Navy Blue	$18.60 ea
FS112-BLK	EMS-3 Fanny Pack, Black	$26.84 ea
FS112-BLU	EMS-3 Fanny Pack, Navy Blue	$26.84 ea
FS112-RED	EMS-3 Fanny Pack, Red	$26.84 ea
FS1214-RED	Hawke Basic Triage Kit, Red	$29.64 ea
FS1237-BLK	Hawke Corpsman Thigh Rig, Black	$34.16 ea
FS12720-BLK	Hawke Belt Tourniquet Pouch, Black	$13.08 ea
FS13	UNIMED Pack Sleeve, Jumbo D	$26.22 ea
FS13036	PAX Inner Pouch, Set of Four (2 small, 2 medium)	$34.47 ea
FS139-BLK	EMS-5 Fanny Pack, Black	$30.02 ea
FS14	UNIMED Pack Sleeve, D	$22.08 ea
FS14463	PLANO Guide Series Waterproof Case with Syringe Foam	$19.98 ea
FS144900	PLANO Guide Series Waterproof Storage Case, Red	$13.32 ea
FS145000	PLANO Guide Series Waterproof Storage Case	$20.36 ea
FS146-RED	OTS-XL WaistPak Bag, Red	$34.16 ea
FS20-BLU	UNIMED Airway Pack, Blue	$134.55 ea
FS20-RED	UNIMED Airway Pack, Red	$134.55 ea
FS20092-RED	PAX Ampule Holder, Large, Red	$75.35 ea
FS20111-BLU	PAX Compact Oxygen Bag, Large, Blue	$258.75 ea
FS20626	PAX Wasserkuppe Infusion Panel	$79.70 ea
FS2350-BLU	Iron Duck TRAUMA PACK PLUS Bag, Royal Blue	$132.20 ea
FS2350-RED	Iron Duck TRAUMA PACK PLUS Bag, Red	$132.20 ea
FS2350-UP	Iron Duck TRAUMA PACK PLUS Bag, UP Red	$145.45 ea
FS31000-GRN	StatPacks G3 Airway CELL	$79.35 ea
FS31001-BLU	StatPacks G3 Intravenous CELL	$63.48 ea
FS31002-BLK	StatPacks G3 Universal CELL, Black	$63.48 ea
FS31003-RED	StatPacks G3 Medicine CELL	$79.35 ea

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Item No	Description	Contract Prices
FS32-BLU	Ultra SofBox Plus Trauma Bag, Blue	$205.83 ea
FS32-RED	ULTRA SOFBOX PLUS Trauma Bag, Red	$205.83 ea
FS320	CONTERRA Patrol I Belt Pack	$42.75 ea
FS32400-GRN	IDX ULTRA AED/O2/Trauma Backpack, Green	$334.65 ea
FS32400-RED	IDX ULTRA AED/O2/Trauma Backpack, Red	$334.65 ea
FS330	CONTERRA Patrol III Belt Pack	$57.62 ea
FS35000-RED	StatPacks G3 RESPONDER EMS Pack	$227.01 ea
FS35001-RED	StatPacks G3 CLINICIAN EMS Pack, Red	$175.26 ea
FS35002-RED	StatPacks G3 TIDAL VOLUME Oxygen Pack, Red	$162.15 ea
FS35005-RED	StatPacks G3 PERFUSION Pack, Red	$220.11 ea
FS35006-GRN	StatPack G3 Backup EMS Backpack, Green (BBP Resistant)	$233.91 ea
FS35007-RED	StatPacks G3 QUICKLOOK AED Pack, Red	$155.25 ea
FS35008-BLU	StatPacks G3 BREATHER Pack, Blue	$199.41 ea
FS35008-RED	StatPacks G3 BREATHER Pack, Red	$199.41 ea
FS35132-BLU	IDX BLS Backpack, Royal Blue	$180.09 ea
FS35132-GRN	IDX BLS Backpack, Green	$180.09 ea
FS35132-RED	IDX BLS Backpack, Red	$180.09 ea
FS40-BLU	UNIMED Quick Access Pack, Blue	$224.25 ea
FS40-RED	UNIMED Quick Access Pack, Red	$224.25 ea
FS43461-BLK	StatPacks G4 Retro Medical Pack, Small, Black/Gunmetal	$258.75 ea
FS43461-BLU	StatPacks G4 Retro Medical Pack, Small, Blue/Orange	$258.75 ea
FS43461-RED	StatPacks G4 Retro Medical Pack, Small, Red/Yellow	$258.75 ea
FS45	Conterra RESPONDER IV Bag, Blue	$194.82 ea
FS453	Traverse Patrol Pack	$217.35 ea
FS5025-ORG	ADC Economy EMT Bag, Orange	$37.26 ea
FS5108-BLU	FERNO Professional ALS Pack #5108 with Mini Kits, Blue	$376.05 ea
FS5108-RED	FERNO Professional ALS Pack #5108 with Mini Kits, Red	$376.05 ea
FS5111-BLU	FERNO Trauma/Airway Management Pack #5111, Blue	$265.65 ea
FS5111-RED	FERNO Trauma/Airway Management Pack #5111, Red	$265.65 ea
FS5113-BLU	FERNO First-In Trauma Bag, Blue	$123.51 ea
FS5113-RED	FERNO First-In Trauma Bag, Red	$123.51 ea
FS61EX	Conterra ALS EXTREME Pack, Yellow/Black	$309.26 ea
FS62	Conterra USAR Medical Response Pack	$162.15 ea
FS63	Conterra INFINITY JUMP II MEDICAL Pack	$312.19 ea
FS64-ORG	Conterra LONGBOW Emergency Ops Pack, Orange	$223.91 ea
FS66LR-RED	Conterra LONGBOW Ranger Mountain Rescue Pack, Red	$263.58 ea

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FS69	Conterra RESPONDER II Bag	$74.35 ea
FS70301	PAX Gladbach Tec PU Bag, Red	$279.45 ea
FS71LS	Conterra LS RESPONSE PACK	$107.64 ea
FS72-BLK	Conterra EXTRA LARGE Organizer Pocket, Black	$17.22 ea
FS72-BLU	Conterra Large Organizer Pocket, Blue	$16.22 ea
FS72-DIV	Conterra DIVIDED Organizer Pocket, Yellow	$17.97 ea
FS7316-BLU	Conterra ZIP ORGANIZER Unit, Blue	$17.52 ea
FS7316-RED	Conterra ZIP ORGANIZER Unit, Red	$17.52 ea
FS75A-BLU	IDX BREATHSAVER Plus Bag, Blue	$196.65 ea
FS75A-GRN	IDX BREATHSAVER Plus Bag, Green	$196.65 ea
FS75A-RED	IDX BREATHSAVER Plus Bag, Red	$196.65 ea
FS75A-UP	IDX BREATHSAVER Plus Bag, UP (Vinyl) Red	$216.32 ea
FS77-BLU	Iron Duck PACK CASE TRIPLE Bag, Navy Blue	$114.54 ea
FS77-ORG	Iron Duck PACK CASE TRIPLE Bag, Orange	$114.54 ea
FS77-UP	Iron Duck PACK CASE TRIPLE Bag, UP Red	$126.27 ea
FS79FL-RED	Conterra FLIGHTLINE ULTRA Aero-Medical Pack, Red	$194.82 ea
FS80-BLU	Conterra DELUXE ORGANIZER Bag, Blue	$31.29 ea
FS82-BLU	Conterra Small Organizer Pocket, 6" x 9", Blue	$11.90 ea
FS82-GRN	Conterra Medium Organizer Pocket, Green	$13.77 ea
FS82-ORG	Conterra Medium Organizer Pocket, Orange	$13.77 ea
FS82-RED	Conterra Small Organizer Pocket, 6" x 9", Red	$11.90 ea
FS82-YEL	Conterra Small Organizer Pocket, 6" x 9", Yellow	$11.90 ea
FS831-BLU	Fieldtex AirPack Plus, Royal Blue/Black	$140.76 ea
FS831-GRN	Fieldtex AirPack Plus, Green/Black	$140.76 ea
FS831-ORG	Fieldtex AirPack Plus, Orange/Black	$140.76 ea
FS833-RED	Fieldtex EMS Urban Backpack, Red	$102.81 ea
FS84-BLK	Conterra Elastic Strip Unit, 1 Loop, Black	$2.97 ea
FS84-GRN	Conterra Elastic Strip Unit, 4 Loop, Green	$2.97 ea
FS84-RED	Conterra Elastic Strip Unit, 6 Loop, Red	$2.97 ea
FS844-GRN	Fieldtex Oxygen Duffle with Pocket, Green	$69.69 ea
FS85-BLU	IDX ULTRA BREATHSAVER Bag, Blue	$265.65 ea
FS85-RED	IDX ULTRA BREATHSAVER Bag, Red	$265.65 ea
FS926	R&B Pediatric Bag, Purple	$153.18 ea
FS950-BLU	ALPHA I PAK Trauma Pack, Blue	$106.95 ea
FS950P-BLU	ALPHA I PAK Pedi Pak Case, Blue	$134.55 ea
FS999-BLU	ALPHA PAK Trauma Pack, Blue, Large	$155.25 ea

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FS999P-BLU	ALPHA PEDI PAK Trauma Pack, Blue, Large	$182.85 ea
FSPRO	Conterra AIRWAY-PRO Pack, Green	$144.73 ea
FST105	THOMAS Pediatric Pack	$446.29 ea
FST156-BLU	THOMAS ALS Ultra Pack, Blue	$385.71 ea
FST156-RED	THOMAS ALS Ultra Pack, Red	$385.71 ea
FST890-BLU	THOMAS Aeromed Pack, Blue	$120.75 ea
FST890-ORG	THOMAS Aeromed Pack, Orange	$120.75 ea
HAWK_HTAS-BLK	Active Shooter Kit Bag, Deluxe	$27.57 ea
HAWK_ITOA-BLK	Active Shooter Kit Bag, Basic	$22.94 ea
ID100	ClearTopBox Locking Drug Container, Small	$40.71 ea
ID1814	Opioid Overdose Kit Bag	$6.87 ea
ID200	ClearTopBox Locking Drug Container, Medium	$40.71 ea
KIT5025-ORG	First Response Trauma Kit, Orange	$108.68 ea
KIT77-ORG	Deluxe First Response Trauma Kit, Orange	$263.58 ea
KITS_BSK	Active Shooter Kit, Basic	$132.83 ea
KITS_KT500-SCISSORS	Obstetrical Kit (OB Kit) with Umbilical Scissors	$11.28 ea, $112.82 cs-10
KITS_KT800-SCISSORS	Deluxe Obstetrical Kit w/Cap, Blanket, Scissors	$14.16 ea, $141.59 cs-10
KT500LF	Obstetrical Kit (OB Kit) with STANDARD scalpel	$7.25 ea, $72.45 cs-10
KT600LF	Obstetrical Kit (OB Kit) with SAFETY scalpel	$7.69 ea, $76.94 cs-10
KT800LF	Deluxe Obstetrical Kit with Cap and Blanket	$10.28 ea, $102.81 cs-10
OR102-BLU	Hawke BASIC D OXYGEN PACK, Blue	$51.75 ea
OR102-GRN	Hawke BASIC D OXYGEN PACK, Green	$51.75 ea
OR102-ORG	Hawke BASIC D OXYGEN PACK, Orange	$51.75 ea
OR250-RED	RESPOND Oxygen Pack, Red	$75.90 ea
OR5120-BLU	FERNO Oxygen Case #5120, D Size, Blue	$96.60 ea
OR5122-BLU	FERNO Oxygen Case #5122, Jumbo D Size, Blue	$109.71 ea
OR650	Conterra Pro-2 Caddy	$64.14 ea
SPAC_G34000TK	StatPacks G3 Elevate Pack, Black	$48.30 ea
SPAC_G34001TK	StatPacks G3 Competitor Waist Pack, Black	$58.65 ea
SPAC_G34004TK	StatPacks G3 Traverse EMT Leg Bag, Black	$27.60 ea
SPAC_G35002GN	StatPacks G3 TIDAL VOLUME Oxygen Pack, Green	$162.15 ea
SPAC_G35003RE	StatPacks G3 Golden Hour, Red	$138.00 ea
SPAC_G35004RE	StatPacks G3 Load N' Go Medic Backpack, Red	$200.10 ea
SPAC_G35004TK	StatPacks G3 Load N' Go Medic Backpack, Black	$200.10 ea
SPAC_G35005BU	StatPacks G3 PERFUSION Pack, Blue	$220.11 ea

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SPAC_G35005GN	StatPacks G3 PERFUSION Pack, Green	$220.11 ea
SPAC_G35005TK	StatPacks G3 PERFUSION Pack, Black	$220.11 ea
SPAC_G35006BU	StatPacks G3 Backup EMS Backpack, Blue	$233.91 ea
SPAC_G35006RE	StatPacks G3 Backup EMS Backpack, Red	$233.91 ea
SPAC_G35006TK	StatPacks G3 Backup EMS Backpack, Black	$233.91 ea
SPAC_G35007BU	StatPacks G3 QUICKLOOK AED Pack, Blue	$155.25 ea
SPAC_G35007TK	StatPacks G3 QUICKLOOK AED Pack, Black	$155.25 ea
SPAC_G35008GN	StatPacks G3 BREATHER Pack, Green	$199.41 ea
SPAC_G35011BU	StatPacks G3 Medslinger, Blue	$68.31 ea
SPAC_G35011RE	StatPacks G3 Medslinger, Red	$68.31 ea
SPAC_G35011TK	StatPacks G3 Medslinger, Black	$68.31 ea
SPAC_G36000RE	StatPacks G3 First Aid QuickRoll Intubation, Red	$41.40 ea
SPAC_G36000TK	StatPacks G3 First Aid QuickRoll Intubation, Black	$41.40 ea
SPAC_G36001RE	StatPacks G3 First Aid Remedy Kit Case, Red	$41.40 ea
SPAC_G36002RE	StatPacks G3 First Aid Circulatory Kit Case, Red	$31.05 ea
SPAC_G36002TK	StatPacks G3 First Aid Circulatory Kit Case, Black	$31.05 ea
THOM_TT1280	Zenith ALS/BLS or Airway Bag, Red	$293.25 ea
THOM_TT424	Thomas ALS Hard Case (Complete Case), Orange	$327.75 ea

Diagnostic

Item No	Description	Contract Prices
ABB2_99838	Precision Xtra Test Strip (Box of 50)	$33.81 bx, $405.72 cs-12
ADC_804CN	ADC Luer Connector for 804N Gauge	$1.73 ea
ADC_845-11AN-1	Adcuff Cuff & Bladder, 1 Tube, Adult, Navy	$15.24 ea
ADC_845-12XBD-1	Adcuff Cuff & Bladder, 1 Tube, Lg Adult, Burgundy	$21.99 ea
ADC_845-12XN-1	Adcuff Cuff & Bladder, 1 Tube, Lg Adult, Navy	$30.71 ea
ADC_845-13TBK-1	Adcuff Cuff & Bladder, 1 Tube, Thigh, Black	$26.90 ea
ADC_845-7IBK-1	Adcuff Cuff & Bladder, 1 Tube, Infant, Black	$11.14 ea
ADC_845-9CGR-1	Adcuff Cuff & Bladder, 1 Tube, Child, Green	$12.14 ea
ADC_891M	ADC BP Luer Connector, Male	$1.90 ea
AED_8000-0580-01	Battery, ZOLL X Series/Propaq M/Propaq MD	$510.60 ea
AMBU_R00S5	Ambu BLUE SENSOR Electrode (Pk/5), Case/200	$379.50 cs
BT13B	Alkaline Battery, D Size	$1.24 ea, $14.90 bx-12
BT14A	Alkaline Battery, C Size	$1.00 ea, $12.01 bx-12
BT15B	Alkaline Battery, AA Size	$0.63 ea, $15.24 bx-24
BT16B	Alkaline Battery, 9 Volt	$2.07 ea, $24.84 bx-12

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BT201	Defibtech Training Battery Charger (battery not included)	$36.57 ea
BT2032	Lithium Coin 3 Volt Battery	$2.93 ea
BT24B	Alkaline Battery, AAA Size	$0.69 ea, $16.56 bx-24
CAMB_200-25	Microdot Xtra Test Strips (Bottle of 25)	$13.08 bt
CAMB_523-23	Microdot Xtra Lancet, 23G, 2.2mm, Orange (Bx/200)	$22.08 bx
CHI_R3H01P-450	Test Strips, TRUE METRIX PRO, bt/50	$15.18 bt
COOP_200-0004-06	CARDIOBEAT Replacement Cord for Stethoscope	$34.16 ea
CPR1_CB1-S	AED Cabinet, W/ Window and Alarm, Small	$100.05 ea
DTEC_DDP-100	Defibtech Defib Pad Package, Adult (1 set)	$48.65 ea
DTEC_DDP-2001	Defibtech Adult Defib Pad Package for Lifeline View (1 set)	$51.75 ea
DTEC_DDP-2002	Defibtech Pedi Defib Pad Package for Lifeline View (1 set)	$85.53 ea
ED0031	Infant/Child Key, FR3	$66.93 ea
ED0251	Waterproof Carry Case, FRx/OnSite (HS1)/FR2	$162.12 ea
ED100	Defibtech Lifeline AED	$1031.55 ea
ED1010	Wrist Straps, Defibtech Lifeline ARM (1 set)	$57.96 ea
ED1112	Rigid Carry Case for Lineline, Yellow	$127.65 ea
ED2100	Carry Case, Lifeline View AED	$77.28 ea
ED2110	Rigid Carry Case for Lineline VIEW (Black)	$127.65 ea
ED2112	Rigid Carry Case for Lineline VIEW (Yellow)	$127.65 ea
ED2310	Defibtech Lifeline View AED	$1342.05 ea
ED2460	Defibtech Lifeline ECG AED	$1721.55 ea
ED4100	Soft Carry Case, Lifeline AED	$75.21 ea
ED5066A-C01	HeartStart OnSite AED with standard carry case	$1003.95 ea
ED5066A-C02	HeartStart OnSite AED with Slim Carry Case	$958.41 ea
ED5066A-R01	HeartStart OnSite AED Ready-Pack	$1043.28 ea
ED5073A	Adult SMART Training Pads Cartridge	$60.00 ea
ED5074A	Infant/Child SMART Training Pads Cartridge, OnSite	$62.79 ea
ED5075A	Carry Case, HeartStart OnSite (HS1)	$96.57 ea
ED5085A	HeartStart OnSite Trainer	$251.85 ea
ED5093A	Replacement Adult SMART Training Pads	$23.46 ea
ED5094A	Replacement Infant/Child SMART Training Pads, OnSite	$23.46 ea
ED6531	Defibrillator Cabinet Basic	$174.57 ea
ED861304-C01	Heartstart FRx AED with standard carry case	$1448.31 ea
ED861304-C03	Heartstart FRx AED with plastic waterproof case	$1504.19 ea
ED861304-R01	Heartstart FRx AED Ready-Pack	$1471.08 ea
ED9161	FR3 System Case, Soft	$117.13 ea

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Item No	Description	Contract Prices
ED9181	FR3 Small Case,Soft - Fits AED & extra set of SMART Pads III	$114.26 ea
ED9251	Carry Case, Standard, HeartStart FRx	$101.43 ea
ED9311	Infant/Child Key, FRx	$72.45 ea
EL0034	EMS Electrodes, Foam w/ Wet Gel, (pk/4)	$30.19 bx-25, $181.13 cs-150
EL0041	3-Lead ECG Cable, AAMI, FR3	$244.12 ea
EL005NB	Vermed Performance Plus Wet Gel Electrodes (pk/5)	$0.88 pk, $105.98 cs-120
EL0061	Philips HeartStart FR3 Data Card	$63.48 ea
EL0108	Aquasonic Ultrasound Transmission Gel, 8.45 oz	$3.59 ea
EL0161	FR3 Primary Battery	$192.82 ea
EL0402-01	ZOLL CPR Stat-padz Electrode	$81.39 ea
EL0800-01	ZOLL CPR-D-Padz Electrode w/Real CPR Help	$162.15 ea
EL0801-01	ZOLL Stat-padz II Electrode	$51.75 pr
EL0810-01	ZOLL Pedi-padz II Electrodes	$98.33 ea
EL100	SKINTACT Stress Test ECG Electrode (Pack of 30)	$5.62 pk, $224.94 cs-40
EL1004	Aquasonic Ultrasound Transmission Gel, 60g	$3.42 ea, $40.99 bx-12
EL101LP11C	EKG Paper, Lifepak 11, 12 & 15 Paper, Pk/3	$14.42 pk
EL101TR	Training Pad Package (1 set pads + wire) **non-functional**	$22.08 ea
EL101ZOLL	EKG Paper, Zoll Series Fanfold Paper	$4.28 ea, $85.56 bx-20
EL12LTC5	12 Lead ECG Trunk Cable, LifePak 15, 5ft	$170.78 ea
EL12LTC8	12 Lead ECG Trunk Cable, LifePak 15, 8ft	$170.78 ea
EL1310P	MEDI-TRACE Combination DEFIB Electrodes - 1310P	$22.08 ea, $220.80 bx-10
EL1394	Battery Charger (Training & Rechargeable Batteries)	$221.39 ea
EL1410Z	MEDI-TRACE Combination DEFIB Electrodes - 1410Z	$26.91 ea, $269.10 bx-10
EL1663A	Cable, 10-lead ECG Trunk, 2m	$204.93 ea
EL1710H	MEDI-TRACE Combination DEFIB Electrodes - 1710H	$26.57 ea, $265.65 bx-10
EL17437	EKG Paper, Zoll X Series Paper, Plain	$15.53 pk-5
EL1803	CONMED SURETRACE Electrode (Box=10 pk/3)	$155.25 cs-20
EL1805	CONMED SURETRACE Electrode (Box=10 pk/5)	$149.04 cs-12
EL1830	CONMED SURETRACE Electrode (Packs of 30)	$144.90 cs-20
EL1850C	CONMED POSITRACE RTL Electrode (Packs of 50)	$9.14 pk, $182.85 cs-20
EL18593	EKG Paper, Zoll X Series Paper with Grid	$20.67 pk-5
EL1873C	CONMED POSITRACE RTL Electrode (Box=10 pk/3)	$6.38 bx, $127.65 cs-20
EL1874C	CONMED POSITRACE RTL Electrode (Box=10 pk/4)	$7.76 bx, $116.44 cs-15
EL1875C	CONMED POSITRACE RTL Electrode (Box=10 pk/5)	$9.49 bx, $113.85 cs-12
EL2202A	Electrodes, Wet Gel, Philips MRx, Pk/5	$1.48 pk, $89.01 cs-60
EL2255P	MEDI-TRACE CADENCE Electrode, Physio, PEDI	$31.05 ea, $155.25 cs-5

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EL2277P	MEDI-TRACE CADENCE Electrode, Zoll, PEDI	$43.57 ea, $217.87 cs-5
EL2394LP11	EKG Paper, Lifepak 11, 12 & 15 Paper	$12.70 pk-5
EL2450	MEDI-TRACE 450 Series Electrode (Packs of 50)	$8.21 pk, $164.22 cs-20
EL2575A	3M Red Dot Electrode w/Sticky Gel (Cs of 200 pks/5)	$274.62 cs
EL2670-5	3M Red Dot Repositionable Electrode, Pk/5	$1.21 pk, $241.50 cs-200
EL3001-01	ZOLL Pedi Padz Multi Functional Electrodes	$61.07 ea
EL3603H	CONMED PadPro Electrode, Philips, Infant	$241.50 bx-10
EL3603M	CONMED PadPro Electrode, Physio, Infant	$31.05 ea, $310.50 bx-10
EL3603Z	CONMED PadPro Electrode, Zoll, Infant	$31.05 ea, $310.50 bx-10
EL3717A	HeartStart Electrodes (plug-style), Infant	$22.63 ea, $113.16 bx-5
EL3718A	Electrodes, Adult/Child Multifunction, Radiotransparent	$317.40 bx-10
EL5027	LifePak 5/10/11 Fast Charge Replacement Battery	$65.90 ea
EL5070A	Battery, Long-Life LiMnO2, FRx/HS1	$116.61 ea
EL5071A	HeartStart Adult SMART Pads Cartridge, HS1	$49.09 ea
EL5072A	Infant/Child SMART Pads Cartridge, HS1	$74.52 ea
EL5210S	Vermed EMS Wet Gel ECG Electrodes (pk/10)	$3.55 pk, $177.68 cs-50
EL530	MEDI-TRACE 530 Series Electrode (Packs of 30)	$5.18 pk, $103.50 cs-20
EL60010	HeartSync Defib pads w/leads out, Adult/Child, Physio	$24.15 ea, $241.50 cs-10
EL60066	HeartSync Defib pads, Pedi/Infant, Philips	$20.63 ea, $206.31 cs-10
EL60068	HeartSync Defib pads, Pedi/Infant, Physio	$22.43 ea, $224.25 bx-10
EL60070	HeartSync Defib pads, Pedi/Infant, Zoll	$22.43 ea, $224.25 bx-10
EL60088	HeartSync AED Pads, Adult, Cardiac Science, Leads Out	$29.33 ea, $293.25 cs-10
EL60091	HeartSync Defib pads, Adult/Child, Philips	$20.36 ea, $203.55 cs-10
EL60093	HeartSync Defib pads, Adult/Child, Physio	$22.43 ea, $224.25 bx-10
EL60095	HeartSync Defib pads, Adult/Child, Zoll	$22.43 ea, $224.25 cs-10
EL60099	HeartSync Defib pads w/leads out, Adult/Child, Philips	$24.15 ea, $241.50 cs-10
EL60102	HeartSync Defib pads w/leads out, Adult/Child, Zoll	$24.15 ea, $241.50 cs-10
EL6135	MEDI-TRACE 135 MINI Electrode (Packs of 5)	$1.21 pk, $144.90 cs-120
EL6161	5 lead Shielded Limb Snap Lead Set	$90.05 ea
EL6163A	MEDI-TRACE 133 MINI Electrode (Packs of 3)	$0.68 pk, $136.62 cs-200
EL6L3	ECG Precordial Cable, LifePak 15	$77.63 ea
EL7004WS	Ambu WHITE SENSOR Electrode (pk/4)	$7.59 bx-15, $75.90 cs-150
EL7016	PHYSIO Infant/Child Reduced Energy Electrode	$95.57 ea
EL7017	PHYSIO-CONTROL EDGE Electrode w/Preconnect, Adult	$33.47 ea
EL7018	PHYSIO Trunk Cable w/4-wire Limb lead (5')	$318.99 ea
EL7020	PHYSIO Trunk Cable w/4-wire Limb lead (8')	$344.97 ea

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EL7022	PHYSIO-CONTROL 6-Wire Precordial Lead Attachment	$144.90 ea
EL7091	PHYSIO-CONTROL EDGE Electrode, Adult	$29.67 ea
EL8004R	Ambu BLUE SENSOR Electrode, 1.9" h (Packs of 4)	$1.65 pk, $412.50 cs-250
EL8010R	Ambu BLUE SENSOR Electrode, 1.9" (Packs of 10)	$3.72 pk, $372.00 cs-100
EL8025R	Ambu BLUE SENSOR Electrode, 1.9" (Packs of 25)	$8.83 pk, $353.20 cs-40
EL8181	PHILIPS HeartStart MRx Paper, 75mm	$46.92 pk-10
EL9004SP	Ambu BLUE SENSOR Electrode, 1.5in h (Packs of 4)	$1.37 pk, $342.50 cs-250
EL9010SP	Ambu BLUE SENSOR Electrode, 1.5" (Packs of 10)	$3.12 pk, $624.00 cs-200
EL9050SP	Ambu BLUE SENSOR Electrode, 1.5" (Packs of 50)	$12.76 pk, $510.40 cs-40
EL9261	PHILIPS HeartStart FRx SMART Pads II Set	$39.99 ea
EL9271	HeartStart FRx Adult Training Pads II Kit	$60.00 ea
EL9291	SMART Training Pads II (pads, wire & plug)	$24.28 ea
EL9981	SMART Pads III Set	$29.67 ea, $148.35 pk-5
EXCO_134203	Caps for TAT-5000 Thermometer (cs/1000)	$67.62 cs
GU0448-01	ONETOUCH Ultra 2 System	$44.85 ea
GU0458-02	ONETOUCH Ultra System Control Solutions	$12.08 bx
GU1200	SurgiLance Lancets, Low Flow, GREY (Bx/100)	$16.22 bx
GU1240	SurgiLance Lancets, Medium Flow, ORANGE (Bx/100)	$13.46 bx
GU3000-12	Test N'GO Glucose Strips, Individually Wrapped (Box of 50)	$26.57 bx
GU3001-50	Test N'GO Advance Blood Glucose Test Strips (Bottle of 50)	$18.29 bt
GU3400	FORA Test N'GO Advance Pro Meter	$18.98 ea
GU40079	ACCU-CHEK Safe-T-Pro Plus Lancets (Box of 200)	$68.66 bx
GU5120-02	Microdot Xtra Control Solutions	$13.80 ea
GU5200-50	Microdot Xtra Test Strips (Bottle of 50)	$20.67 bt
GU5201KIT	Microdot Xtra Glucometer with Case	$25.19 ea
GU5521-21	Microdot Xtra Lancet, 21G, 2.2mm, Yellow (Bx/200)	$22.08 bx
GU5526-26	Microdot Xtra Lancet, 26G, 1.8mm, Seafoam Green (Bx/200)	$22.08 bx
GU6592	BD Microtainer Lancets, Low Flow, PURPLE (Bx/200)	$75.90 bx
GU6593	BD Microtainer Lancets, Medium Flow, PINK (Bx/200)	$77.28 bx, $772.80 cs-10
GU6594	BD Microtainer Lancets, High Flow, BLUE (Bx/200)	$75.90 bx
GU70550	FreeStyle/Precision Xtra Control Solutions	$10.35 ea
GU71002	UNISTIK 3 Lancets, Normal, 23g (Box of 100)	$19.67 bx
GU71012	UNISTIK 3 Lancets, Extra, 21g (Box of 100)	$19.67 bx
GU71042	UNISTIK 3 Lancets, Comfort, 28g (Box of 100)	$17.25 bx
GU71062	UNISTIK 3 Lancets, Dual, 18 GA (Box of 100)	$22.43 bx
GU7114	SensiLance Safety Lancet, 26 GA, Bx/100	$11.73 bx

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GU71181	FreeStyle Precision H System	$33.47 ea
GU7134	Advantage Safety Lancets, 28 GA, Bx/100	$8.97 bx
GU7150-01	FORA Control Solution GDH, Low	$7.56 ea
GU75400	True Metrix Control Solution, Level 1	$6.87 ea
GU75401	True Metrix Control Solution, Level 3	$6.87 ea
GU80116A	FreeStyle Precision H Test Strips (Box of 100)	$79.35 bx
GU8489	TRUE METRIX Pro Blood Glucometer	$12.77 ea
GU9150-01	FORA Control Solution GDH, High	$7.56 ea
GU971041	OptiumEZ Blood Glucose Test Strips (Box of 50)	$33.12 bx
GU971065	OptiumEZ Blood Glucose Monitor	$70.04 ea
GU98121	Assure Lance Safety Lancets, Normal Flow (Bx/100)	$14.84 bx
GU99837	Precision Xtra System	$33.12 ea
IN2135	Prep Razor, Double-Sided, Non-Sterile, BX/100	$35.88 bx, $179.40 cs-5
IN845	GALLANT Prep Razors (Box of 50)	$22.77 bx
IN9661	3M Single-Use Blade for Surgical Clipper	$5.18 ea, $258.75 bx-50
IN9667	3M Surgical Clipper Starter Kit	$113.85 ea
KEND_31115788	MEDI-TRACE 530 Series Electrode (CS of 120 pk/5)	$143.35 cs
MASI_2219	Rainbow R25-L Adult/Neonate Adhesive Sensor	$621.00 bx-10
MASI_2405	Masimo 20-pin Patient Cable, 1 ft. (RC-1)	$103.50 ea
MASI_2513	SENSOR, M-LNCS INFANT DISPOSABLE, 3FT	$340.86 bx-20
MASI_2653	LNCS DBI, ADULT REUSABLE SOFT SENSOR, 3ft	$227.01 ea
MASI_2696	Rainbow Sensor, Adult, DCI Reusable, 3 ft	$621.00 ea
MASI_2697	Rainbow Sensor, Pedi, DCI Reusable, 3 ft	$552.00 ea
MASI_2919	M-LNCS E1 Disposable Ear Sensor	$229.77 bx-10
MEDP_530006	Assure Prism Multi Control Solution 1 & 2	$11.38 ea
MEDP_ARK530001	Glucometer, Arkray Assure Prism	$18.29 ea
MEDP_ARK530050	Test Strips, Arkray Assure Prism, bt/50	$11.90 ea
MSI_MS-BP100	Blood Pressure Unit, Adult	$9.32 ea
MSI_MS-BP200	Blood Pressure Unit, Large Adult	$9.32 ea
MSI_MS-BP300	Blood Pressure Unit, Pediatric	$9.32 ea
MSI_MS-BP400	Blood Pressure Unit, Infant	$9.32 ea
MSI_MS-BP500	Blood Pressure Unit, Thigh	$9.32 ea
PCI_11160-000019	LIFEPAK 12/15 Reusable NIBP Cuff, Lg Adult Long, Bayonet	$66.59 ea
PCI_11576-000046	Lucas 2/3 Disposable Suction Cup, pk/3	$155.42 pk
PCI_11996-000001	FilterLine H Set, Infant/Neonate	$18.49 ea, $462.30 bx-25
PCI_11996-000080	FilterLine H Set, Adult/Pediatric	$18.29 ea

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PCI_11996-000093	PHYSIO-CONTROL EDGE Electrode, Pedi	$35.88 ea
PLIP_05-10000	HeartStart Pads Adapter (QUIK-COMBO)	$28.98 ea
PLIP_05-10100	HeartStart Pads Adapter (Zoll)	$28.98 ea
PLIP_40457C	PHILIPS HeartStart MRx Paper, 50mm Pack/10	$30.02 pk
PLIP_989803170921	AED Wall Sign, red	$25.74 ea
PLIP_M1191BL	Adult SpO2 Finger Sensor, Reusable, 8-pin connector	$203.55 ea
PLIP_M1669A	Cable, 3-lead ECG Trunk	$77.28 ea
PLIP_M4552B	PHILIPS Reusable Cuff, 1-tube, Infant	$21.39 ea
PLIP_M4553B	PHILIPS Reusable Cuff, 1-tube, Pedi	$23.12 ea
PLIP_M4554B	PHILIPS Reusable Cuff, 1-tube, Small Adult	$27.12 ea
PLIP_M4555B	PHILIPS Reusable Cuff, 1-tube, Adult	$25.46 ea
PLIP_M4556B	PHILIPS Reusable Cuff, 1-tube, Adult Extra-Long	$31.74 ea
PLIP_M4557B	PHILIPS Reusable Cuff, 1-tube, Large Adult	$26.22 ea
PLIP_M4558B	PHILIPS Reusable Cuff, 1-tube, Large Adult X-Long	$35.88 ea
PLIP_M4559B	PHILIPS Reusable Cuff, 1-tube, Thigh	$39.05 ea
PLIP_M4572B	PHILIPS Single Patient NIBP Cuff, Infant	$63.48 pk-10
PLIP_M4573B	PHILIPS Single Patient NIBP Cuff, Pedi	$49.68 pk-10
PLIP_M4574B	PHILIPS Single Patient NIBP Cuff, Small Adult	$51.16 pk-10
PLIP_M4575B	PHILIPS Single Patient NIBP Cuff, Adult	$57.27 pk-10
PLIP_M4577B	PHILIPS Single Patient NIBP Cuff, Large Adult	$53.82 pk-10
PLIP_M5529A	DC Power Module (MRx)	$586.50 ea
PO1001	Microdot CO Monitor	$1017.75 ea
PO1001CC	Microdot CO Monitor Calibration Canister	$116.61 ea
PO1004	Microdot CO Monitor 22mm adapter	$61.41 pk-10
PO1132A	SPO2 Sensor, Infant, HeartStart MRx disposable	$220.80 bx-20
PO1191B	MRx SpO2 Sensor, Reusable, Adult Finger, 2m Cable	$205.09 ea
PO1191T	MRx SpO2 Sensor, Reusable, Adult Finger	$173.19 ea
PO1192A	MRx SpO2 Sensor, Reusable, Pedi/Small Adult	$198.03 ea
PO1195A	MRx SpO2 Sensor, Reusable, Infant	$198.03 ea
PO1859	MASIMO LNCS Sensor, SINGLE-USE, Adult	$13.46 ea, $269.10 bx-20
PO1860	MASIMO LNCS Sensor, SINGLE-USE, Pedi	$13.77 ea, $275.31 bx-20
PO1861	MASIMO LNCS Sensor, SINGLE-USE, Infant	$15.53 ea, $310.50 bx-20
PO1862	MASIMO LNCS Sensor, SINGLE-USE, Neonatal/Adult	$15.53 ea, $310.50 bx-20
PO1863	MASIMO LNCS Sensor, REUSABLE, Adult	$203.55 ea
PO1864	MASIMO LNCS Sensor, REUSABLE, Pediatric	$207.00 ea
PO2017	MASIMO Set LNC Patient Cable, 4 ft	$172.50 ea

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PO2055	MASIMO Set Red LNCS Patient Cable, 4 ft	$162.15 ea
PO2069	MASIMO RAINBOW Direct Connect Sensor, DCIP-DC3 Pedi	$786.60 ea
PO2100	DIAGNOSTIX Digital Fingertip Pulse Oximeter	$60.72 ea
PO2100C-ORG	DIAGNOSTIX Pulse Oximeter Case, Orange	$3.80 ea
PO2201	MASIMO RAINBOW Direct Connect Sensor, DCI-DC3 Adult	$541.65 ea
PO2221	MASIMO RAINBOW Adhesive Sensor, R25 Adult (Box of 10)	$562.35 bx
PO2222	MASIMO RAINBOW Adhesive Sensor, R20 Pedi (Bx/10)	$562.35 bx
PO2406	MASIMO RAINBOW RC-4 20-pin Patient Cable, 4 ft.	$155.25 ea
PO2500A	NONIN PalmSAT Pulse Oximeter	$569.25 ea
PO2500C	NONIN PalmSAT Carrying Case	$40.99 ea
PO2501	Masimo M-LNCS DCI-I Reusable Sensor, Adult	$189.75 ea
PO2508	Masimo M-LNCS ADTX Disposable Sensor, Adult, 18"	$13.46 ea, $269.10 bx-20
PO2510	Masimo M-LNCS PDTX Disposable Sensor, Pedi, 18"	$14.49 ea, $289.80 bx-20
PO2512	Masimo M-LNCS Disposable Sensor, Infant, 18"	$16.91 ea, $338.10 bx-20
PO2514	Masimo M-LNCS Disposable Sensor, Neonate/Adult, 18"	$15.53 ea, $310.50 bx-20
PO3329	Masimo Compatible LNCS Sensor, Single Use, Neo/Adult	$255.30 bx-20
PO3408	NONIN 6" Right Angle Connector Cable	$27.57 ea
PO3734	Rad-57 Kit with SpCO and Adult Rainbow Sensor	$3908.85 ea
PO3802	NONIN ONYX Justice Mark II Case	$21.74 ea
PO40916	Comfort Soft Plus CO2/O2 Nasal Cannula, 10', Pedi	$7.76 ea, $194.06 bx-25
PO40917	Comfort Soft Plus CO2/O2 Oral/Nasal Cannula, 7', Adult	$8.80 ea, $219.94 bx-25
PO40918	Comfort Soft Plus CO2/O2 Nasal Cannula, 7', Adult, Pigtail	$8.80 ea, $219.94 bx-25
PO40920	Comfort Soft Plus CO2/O2 Nasal Cannula w/ Airway Adapter	$10.18 ea, $254.44 bx-25
PO40939	Gas Sampling Line & Tee, Luer, Swivel Conn, 7'	$7.76 ea, $194.06 bx-25
PO4249-BLK	NONIN Pulse Oximeter Carry Case	$40.99 ea
PO4481	RC-4 Patient Cable w/Kevlar Jacket	$255.30 ea
PO5100A	SENSORONICS Reusable Sensor, BCI Compatible, Adult, 3'	$68.31 ea
PO5200A	OxiMax Compatible Finger Clip Sensor, Adult 3'	$68.66 ea
PO5218A	SENSORONICS Disp Sensor, Nellcor Compatible, Adult	$8.45 ea, $202.86 bx-24
PO5218P	Nellcor OxiMax Compatible SpO2 Sensor, Pedi	$8.45 ea, $202.86 bx-24
PO54454	NomoLine-O Capnography, Airway Adapter, Adult/Pedi, LH	$8.45 ea, $211.31 cs-25
PO54458	NomoLine-O Capnography, Nasal/Oral Cannula, Adult, LH	$9.14 ea, $228.56 cs-25
PO54459	NomoLine-O Capnography, Nasal/Oral Cannula w/ O2, Adult, LH	$9.63 ea, $240.64 cs-25
PO5800A	SENSORONICS Reusable Sensor, Nonin Compatible, Adult	$106.95 ea
PO6000CA	NONIN Disposable CLOTH Sensor, Adult	$11.04 ea
PO6000CI	NONIN Disposable CLOTH Sensor, Infant	$11.04 ea

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PO6000CN	NONIN Disposable CLOTH Sensor, Neonate	$11.04 ea
PO6000CP	NONIN Disposable CLOTH Sensor, Pedi	$11.04 ea, $264.96 bx-24
PO6218A	Nellcor OxiMax Compatible SpO2 Sensor, Adult	$8.45 ea, $202.86 bx-24
PO6236I	Nellcor OxiMax Compatible SpO2 Sensor, Infant	$8.45 ea, $202.86 bx-24
PO6236N	Nellcor OxiMax Compatible SpO2 Sensor, Neonate	$8.45 ea, $202.86 bx-24
PO64620	CapnoLine FilterLine Set, Adult/Ped	$9.49 ea, $237.19 bx-25
PO67266	CapnoLine Oral Nasal Cannula,PEDI	$10.18 ea, $254.44 bx-25
PO67269	CapnoLine Oral Nasal Cannula with O2, PEDI	$13.77 ea, $344.14 bx-25
PO69818	CapnoLine Plus Oral Nasal Cannula, ADULT	$9.83 ea, $983.00 cs-100
PO69822	CapnoLine Plus Oral Nasal Cannula with O2, ADULT	$10.18 ea, $1017.75 cs-100
PO70003A	NONIN Flexi-Form III Sensor, Adult	$14.84 ea
PO70003I	NONIN Flexi-Form III Sensor, Infant	$14.84 ea
PO70003P	NONIN Flexi-Form III Sensor, Pedi	$14.84 ea, $356.04 bx-24
PO7088	DYNAREX Finger Pulse Oximeter	$48.27 ea
PO7090	DYNAREX Finger Pulse Oximeter, Pediatric	$43.44 ea
PO76730	Stat Orange ETCO2 Sampling Line w/airway adapter, Adult	$6.80 ea, $169.91 bx-25
PO76731	Stat Orange O2/ETCO2 Oral/Nasal Cannula, w/O2 Tubing, Adult	$7.62 ea, $190.61 bx-25
PO76732	Stat Orange O2/ETCO2 Oral/Nasal Cannula w/O2 Pigtail, Adult	$7.31 ea, $182.85 bx-25
PO76734	Stat Orange O2/ETCO2 Oral/Nasal Cannula (7' O2 & 13' ETCO2)	$8.63 ea, $215.63 bx-25
PO76766	Stat Orange ETCO2 Only Oral/Nasal Cannula, Pediatric	$7.07 ea, $176.81 bx-25
PO76769	Stat Orange O2/ETCO2 Oral/Nasal Cannula w/O2, Pediatric	$7.42 ea, $185.44 bx-25
PO8000AA-1	NONIN Finger Clip Sensor, Adult, One Meter Cable	$136.62 ea
PO8000AA-3	NONIN Finger Clip Sensor, Adult, Three Meter Cable	$155.25 ea
PO8000AP	NONIN Finger Clip Sensor, Pediatric	$136.62 ea
PO8000Q	NONIN Ear Clip Sensor	$148.35 ea
PO8500AA	NONIN 8500 Pulse Oximeter	$431.25 ea
PO8500C-BLK	NONIN 8500 Pulse Ox Carry Case	$44.85 ea
PO93716	ETCO2 Sampling Line with Filter, Tube 7"	$5.38 ea, $134.55 cs-25
PO9500CC-B	NONIN ONYX Finger Pulse Ox Carry Case, Black	$15.35 ea
PO9590-BLK	NONIN ONYX Vantage Finger Pulse Oximeter, Black	$155.25 ea
PO9590-BLU	NONIN ONYX Vantage Finger Pulse Oximeter, Blue	$155.25 ea
PO9590-RED	NONIN ONYX Vantage Finger Pulse Oximeter, Red	$155.25 ea
PRES_887	Single-Hand Aneroid Sphygmomanometer, Black	$27.57 ea
SG00011	LIFEPAK 12/15 Reusable NIBP Cuff, Infant, Bayonet	$23.81 ea
SG00013	LIFEPAK 12/15 Reusable NIBP Cuff, Pedi, Bayonet	$27.60 ea
SG00015	LIFEPAK 12/15 Reusable NIBP Cuff, Adult, Bayonet	$34.50 ea

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SG00017	LIFEPAK 12/15 Reusable NIBP Cuff, Lg Adult, Bayonet	$43.13 ea
SG071TP	FlexiPort BP Cuff, Reusable 1-tube, Infant	$21.56 ea
SG091TP	FlexiPort BP Cuff, Reusable 1-tube, Child	$22.25 ea
SG111TP	FlexiPort BP Cuff, Reusable 1-tube, Adult	$23.81 ea
SG121TP	FlexiPort BP Cuff, Reusable 1-tube, Large Adult	$27.08 ea
SG131TP	FlexiPort BP Cuff, Reusable 1-tube, Thigh	$41.37 ea
SG1598B	MRx Interconnect B/P Cable, Adult, 1.5m	$56.24 ea
SG2000	ADC Prosphyg 760 BP Unit, Adult	$20.67 ea
SG2000C	ADC Prosphyg 760 BP Unit, Child	$20.67 ea
SG2000I	ADC Prosphyg 760 BP Unit, Infant	$20.67 ea
SG2000SA	ADC Prosphyg 760 BP Unit, Small Adult	$20.67 ea
SG2000T	ADC Prosphyg 760 BP Unit, Thigh	$28.64 ea
SG2000XL	ADC Prosphyg 760 BP Unit, Large Adult	$25.50 ea
SG2030S-BLU	System 5 Multiple Cuff Blood Pressure Kit, Blue	$124.20 ea
SG2030S-MCC	System 5 Multiple Cuff BP Kit, Multi-Color	$124.20 ea
SG2030S-ORG	System 5 Multiple Cuff Blood Pressure Kit, Orange	$124.20 ea
SG2055	Blood Pressure Unit Extra-Large Black Nylon Case	$5.49 ea
SG2060	PROS Combo II BP Unit and Sprague, Navy Blue	$33.47 ea
SG2061	PROS Combo II BP Unit and Sprague, Teal	$33.47 ea
SG2062	PROS Combo II BP Unit and Sprague, Magenta	$33.47 ea
SG2074	DIAGNOSTIX Palm Style BP Unit, Adult, Navy Blue	$63.83 ea
SG3000	ADC Prosphyg 775 BP Unit, Adult	$15.53 ea
SG3000C	ADC Prosphyg 775 BP Unit, Child	$15.53 ea
SG3000SA	ADC Prosphyg 775 BP Unit, Small Adult	$15.53 ea
SG3000T	ADC Prosphyg 775 BP Unit, Thigh	$23.46 ea
SG3000XL	ADC Prosphyg 775 BP Unit, Large Adult	$20.01 ea
SG5082-200	WelchAllyn Tri-Purpose B.P. Connector	$4.49 ea
SG5098-02DS	WelchAllyn Hand Aneroid BP Unit, Adult	$248.37 ea
SG5098-03DS	WelchAllyn Replacement Aneroid Only (Model DS58)	$203.55 ea
SG5098-27	WelchAllyn SILVER-RING BP Unit, Adult	$198.66 ea
SG5098-30	WelchAllyn SILVER-RING BP Multi-Cuff Kit	$289.82 ea
SG5098-31	WelchAllyn SILVER-RING Hand Aneroid Only	$148.29 ea
SG6007B	BP Cuff, 1-Tube w/Bayonet Connector, Infant	$20.01 ea
SG6007L	BP Cuff, 1-Tube w/Luer Connector, Infant	$19.32 ea
SG6009B	BP Cuff, 1-Tube w/Bayonet Connector, Pediatric	$19.32 ea
SG6009L	BP Cuff, 1-Tube w/Luer Connector, Pediatric	$19.32 ea

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SG6010B	BP Cuff, 1-Tube w/Bayonet Connector, Small Adult	$22.43 ea
SG6010L	BP Cuff, 1-Tube w/Luer Connector, Small Adult	$22.43 ea
SG6011B	BP Cuff, 1-Tube w/Bayonet Connector, Adult	$22.43 ea
SG6011L	BP Cuff, 1-Tube w/Luer Connector, Adult	$22.43 ea
SG6012B	BP Cuff, 1-Tube w/Bayonet Connector, Lrg Adult	$25.53 ea
SG6012L	BP Cuff, 1-Tube w/Luer Connector, Lrg Adult	$27.53 ea
SG6013B	BP Cuff, 1-Tube w/Bayonet Connector, Thigh	$31.05 ea
SG6013L	BP Cuff, Single Tube Thigh, Luer Connector	$31.05 ea
SG7104	Dynarex Economy Blood Pressure Unit, Infant	$10.32 ea
SG7106	Dynarex Economy Blood Pressure Unit, Child	$10.32 ea
SG7107	Dynarex Economy Blood Pressure Unit, Adult	$7.42 ea, $74.20 cs-10
SG7108	Dynarex Economy Blood Pressure Unit, Adult Large	$12.77 ea
SG7109	Dynarex Economy Blood Pressure Unit, Thigh	$12.77 ea
SG731-BLU	Multikuf 3-Cuff Blood Pressure Kit, Blue	$101.15 ea
SG731-MC	Multikuf 3-Cuff Blood Pressure Kit, Multi-Color	$101.15 ea
SG760-PNK	Prosphyg 760, Adult, Breast Cancer Awareness	$22.08 ea
SG8002A	E-SPHYG Blood Pressure Unit, Adult	$52.79 ea
SG9400	DIAGNOSTIX Wall Mount Blood Pressure Unit	$77.63 ea
SH10	Blood Pressure Unit Bulb and Air Release Valve	$5.72 ea
SH13	Replacement DIAGNOSTIX Palm Style BP Gauge Only	$48.27 ea
SH14	Blood Pressure Unit Aneroid Gauge	$12.42 ea
SH17	Blood Pressure Unit Black Vinyl Case	$2.24 ea
SH804C	ADC Luer Slip Connector for 804 Gauge	$1.73 ea
SH8230	Metal Bayonet Connector, 5/32", Female	$4.11 ea
SH8974M	Male Bayonet Connector, Metal	$17.25 pk-10
ST2144L	3M LITTMANN Master Classic II Stethoscope, Black	$96.60 ea
ST2160	3M LITTMANN Master Cardiology Stethoscope, Black	$189.75 ea
ST300-BLK	Nursescope, Black	$3.97 ea
ST300-BLU	Nursescope, Blue	$3.97 ea
ST300-RED	Nursescope, Red	$3.97 ea
ST300T	TEACHING Stethoscope, Nursescope	$11.04 ea
ST400-BLK	DualHead Stethoscope, Black	$5.18 ea
ST400-BLU	DualHead Stethoscope, Blue	$5.18 ea
ST400-RED	DualHead Stethoscope, Red	$5.18 ea
ST40016	Littmann Spare Parts Kit Classic III and Cardiology IV, Blk	$18.62 ea
ST40017	Littmann Spare Parts Kit Classic III and Cardiology IV, Gray	$18.62 ea

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ST400T	TEACHING Stethoscope, Dualhead	$12.87 ea
ST450-BLK	ULTRA-SENSITIVE DualHead Stethoscope, Black	$13.46 ea
ST500-BLK	SPRAGUELITE Single Tube Sprague, Black	$13.77 ea
ST500-BLU	SPRAGUELITE Single Tube Sprague, Blue	$13.77 ea
ST539L	SPRAGUE Diaphragm, Large	$1.04 ea
ST539S	SPRAGUE Diaphragm, Small	$1.04 ea
ST5620	3M LITTMANN Classic III Stethoscope, Black	$82.80 ea
ST5622	3M LITTMANN Classic III Stethoscope, Navy Blue	$97.98 ea
ST5627	3M LITTMANN Classic III Stethoscope, Burgundy	$82.80 ea
ST600-BLK	SPRAGUE Stethoscope, 16" tubing, Black	$11.01 ea
ST602-BLK	Cardiology Scope, Black	$68.97 ea
ST602-BUR	Cardiology Scope, Burgundy	$86.24 ea
ST603-BLK	ADSCOPE 603 Stethoscope, Black	$35.87 ea
ST603-BUR	ADSCOPE 603 Stethoscope, Burgundy	$35.87 ea
ST603-COP	ADSCOPE 603 Stethoscope, Copper	$38.81 ea
ST603-MCB	ADSCOPE 603 Stethoscope, Metallic Caribbean Blue	$35.87 ea
ST603-MRS	ADSCOPE 603 Stethoscope, Metallic Raspberry	$35.87 ea
ST603-NAV	ADSCOPE 603 Stethoscope, Navy Blue	$35.87 ea
ST604-BLU	ADSCOPE Stethoscope, Pediatric, Blue	$35.87 ea
ST604-PNK	ADSCOPE Stethoscope, Pediatric, Pink	$35.87 ea
ST605-BLU	ADSCOPE Stethoscope, Infant, Blue	$35.87 ea
ST605-PNK	ADSCOPE Stethoscope, Infant, Pink	$35.87 ea
ST607	Replacement ADSOFT Eartips, Large	$3.42 ea
ST612-BLK	ADSCOPE 612 ADSCOPE-LITE Stethoscope, Black	$35.18 ea
ST612-BLU	ADSCOPE 612 ADSCOPE-LITE Stethoscope, Royal Blue	$35.18 ea
ST615-BLK	ADSCOPE 615 PROFESSIONAL Stethoscope, Black	$48.98 ea
ST615-GRN	ADSCOPE 615 PROFESSIONAL Stethoscope, Dark Green	$48.98 ea
ST615-NVY	ADSCOPE 615 PROFESSIONAL Stethoscope, Navy Blue	$48.98 ea
ST615-PUR	ADSCOPE 615 PROFESSIONAL Stethoscope, Purple	$48.98 ea
ST6151	3M LITTMANN Cardiology IV Stethoscope, Black	$169.05 ea
ST6154	3M LITTMANN Cardiology IV Stethoscope, Navy Blue	$169.05 ea
ST64017	SPRAGUE Stethoscope Accessory Kit	$5.49 ea
ST641-TACT	SPRAGUE Stethoscope, 22" tubing, Tactical Black	$15.53 ea
ST658-BLK	Adscope 658 Electronic Stethoscope	$206.99 ea
ST660-BLK	SPRAGUE Stethoscope, 22" tubing, Black	$11.01 ea
ST660-BLU	SPRAGUE Stethoscope, 22" tubing, Blue	$11.01 ea

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Item No	Description	Contract Prices
ST660-RED	SPRAGUE Stethoscope, 22" tubing, Red	$11.01 ea
ST660N-BLU	SPRAGUE Stethoscope, 22" tubing, Neon Blue	$11.01 ea
ST660N-GRN	SPRAGUE Stethoscope, 22" tubing, Neon Green	$11.01 ea
ST660N-ORG	SPRAGUE Stethoscope, 22" tubing, Neon Orange	$11.01 ea
ST660N-PNK	SPRAGUE Stethoscope, 22" tubing, Neon Pink	$11.01 ea
ST660N-YEL	SPRAGUE Stethoscope, 22" tubing, Neon Yellow	$11.01 ea
ST697	Scope ID Tag	$1.28 ea
ST698	Scope and Sphyg ID Tag	$0.86 ea
ST750	CARDIOBEAT Blood Flow Doppler with Stethoscope	$617.55 ea
ST8480-BLK	3M Littmann CORE Digital Stethoscope, Black	$275.31 ea
TH1112	NexTemp Thermometers, single-use (Box of 100)	$43.82 bx
TH131002	Infrared Non-contact Thermometer, IR300	$54.51 ea
TH29	ADTEMP II Thermometer, Blue Tip (Oral)	$5.18 ea
TH29S	ADTEMP Thermometer Probe Covers (Box of 100)	$3.48 bx
TH412	ADTEMP I Thermometers, single-use (Box of 20)	$47.47 bx
TH419	ADTEMP Hypothermia Thermometer	$8.63 ea
TH427	ADTEMP Temple Touch Thermometer	$9.94 ea
TH429	ADTEMP Non-contact Thermometer	$60.71 ea
TH4301	TIR-1 Non-Contact, Infrared Thermometer w/ Bluetooth	$331.20 ea
TH4301-CASE	Case, for Masimo TIR-1 Non-Contact, Infrared Thermometer	$37.95 ea
TH5000	EXERGEN Temporal Scanner TAT-5000 Thermometer	$413.97 ea
TH5031	WelchAllyn SURETEMP 690 Probe Covers (Bx/250)	$11.04 bx
TH6000	BRAUN ThermoScan Pro6000 Ear Thermometer	$231.16 ea
TH6000PC	BRAUN ThermoScan Pro6000 Probe Covers (Bx/200)	$13.80 bx
TH6138	SURETEMP Plus 690 Thermometer Calibration Key	$59.34 ea
TH690	WelchAllyn SURETEMP Plus 690 Thermometer	$272.61 ea
TH69R	SURETEMP Plus 690 Thermometer Rectal Probe	$83.90 ea
TH69WM	SURETEMP Plus 690 Thermometer Wall Mount	$47.27 ea
US6882	Lumify L12-4 Broadband Linear Array	$7527.90 ea
US6884	Lumify S4-1 Broadband Sector Array	$7527.90 ea
WELC_02893-000	SURETEMP Plus 690 Thermometer Oral Probe	$86.25 ea
WELC_REUSE-07-1HP	FlexiPort BP Cuff with bayonet connector, Infant	$23.46 ea
WELC_REUSE-07-1MQ	FlexiPort BP Cuff, 1-tube, Zoll, Infant	$21.39 ea
WELC_REUSE-07-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Infant	$21.56 ea

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Item No	Description	Contract Prices
WELC_REUSE-08-1TP	FlexiPort BP Cuff, Reusable 1-tube, Small Child	$21.74 ea
WELC_REUSE-08-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Small Child	$21.56 ea
WELC_REUSE-09-1HP	FlexiPort BP Cuff with bayonet connector, Child	$24.15 ea
WELC_REUSE-09-1MQ	FlexiPort BP Cuff, 1-tube, Zoll, Child	$22.08 ea
WELC_REUSE-09-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Child	$22.43 ea
WELC_REUSE-10-1TP	FlexiPort BP Cuff, Reusable 1-tube, Small Adult	$23.12 ea
WELC_REUSE-10-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Small Adult	$23.46 ea
WELC_REUSE-11-1HP	FlexiPort BP Cuff with bayonet connector, Adult	$22.77 ea
WELC_REUSE-11-1MQ	FlexiPort BP Cuff, 1-tube, Zoll, Adult	$22.77 ea
WELC_REUSE-11-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Adult	$24.15 ea
WELC_REUSE-12-1HP	FlexiPort BP Cuff with bayonet connector, Large Adult	$29.39 ea
WELC_REUSE-12-1MQ	FlexiPort BP Cuff, 1-tube, Zoll, Large Adult	$24.50 ea
WELC_REUSE-12-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Large Adult	$27.08 ea
WELC_REUSE-12L-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Lrg Adult Long	$30.95 ea
WELC_REUSE-13-1HP	FlexiPort BP Cuff with bayonet connector, Thigh	$45.13 ea
WELC_REUSE-13-1MQ	FlexiPort BP Cuff, 1-tube, Zoll, Thigh	$41.37 ea
WELC_REUSE-13-2MQ	FlexiPort BP Cuff, 2-tube, Zoll X, Thigh	$41.37 ea
WELC_SOFT-07-1HP	FlexiPort BP Cuff, Physio/Philips, Infant	$102.81 bx-20
WELC_SOFT-07-1MQ	FlexiPort BP Cuff, Zoll, Infant (bx/20)	$100.05 bx
WELC_SOFT-07-2MQEA	FlexiPort BP Cuff, 2-tube, Zoll, Infant	$8.94 ea

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Item No	Description	Contract Prices
WELC_SOFT-09-1HP	FlexiPort BP Cuff, Physio/Philips, Child	$100.74 bx-20
WELC_SOFT-09-1MQ	FlexiPort BP Cuff, Zoll, Child (bx/20)	$100.74 bx
WELC_SOFT-09-2MQEA	FlexiPort BP Cuff, 2-tube, Zoll, Child	$8.94 ea
WELC_SOFT-10-2MQEA	FlexiPort BP Cuff, 2-tube, Zoll, Small Adult	$9.63 ea
WELC_SOFT-11-1MQ	FlexiPort BP Cuff, Zoll, Adult (bx/20)	$136.62 bx
WELC_SOFT-11-2MQEA	FlexiPort BP Cuff, 2-tube, Zoll, Adult	$12.42 ea, $248.40 bx-20
WELC_SOFT-111HP	FlexiPort BP Cuff, Physio/Philips, Adult	$136.62 bx-20
WELC_SOFT-12-1HP	FlexiPort BP Cuff, Physio/Philips, Lrg Adult	$136.62 bx-20
WELC_SOFT-12-1MQ	FlexiPort BP Cuff, Zoll, Large Adult (bx/20)	$136.62 bx
WELC_SOFT-13-1HP	FlexiPort BP Cuff, Physio/Philips, Thigh	$166.81 bx-20
WELC_SOFT-13-1MQ	FlexiPort BP Cuff, Zoll, Thigh (bx/20)	$151.80 bx
WELC_SOFT-13-2MQEA	FlexiPort BP Cuff, 2-tube, Zoll, Thigh	$11.01 ea
ZOLL_8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 Ft	$129.32 ea
ZOLL_8900-0004	Zoll ECG Liquid Gel Electrodes, pks/4, Case=120 pks	$131.10 cs

EMS Pharmaceuticals

Item No	Description	Contract Prices
CHI_13164	Ibuprofen Suspension, Childrens, 100mg/5ml, 120ml, Berry	$3.97 ea
CHI_DR0102-01	Ofirmev (Acetaminophen), 1gm/100ml, Vial	$96.26 ea
CHI_DR0360-19	Calcium Gluconate 1gm/10mL, SDPF Vial	$15.18 ea, $379.50 bx-25
CHI_DR0367-25	Dexamethasone, 10mg/1ml SDV (bx/25)	$89.70 bx
CHI_DR0426-12	Haloperidol Lactate 5MG/1ML SDV, Intramuscular	$3.90 ea, $97.46 bx-25
CHI_DR0752-21	Tubersol, 5 TU/0.1 ml, 1 ml VIAL - REFRIGERATE	$110.40 ea
CHI_DR0931-44	Vecuronium, 10mg PWVL	$22.08 ea, $220.80 bx-10
CHI_DR6625-02	Sodium Bicarb, 8.4% 50mL SDV	$289.11 bx-25
DR0005-05	CARPUJECT Holder/Injector	$0.03 ea
DR0012-11	Oxytocin, 10u / 1 ml VIAL	$4.06 ea, $101.43 bx-25

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DR0047-22	Solu-Medrol (Methylprednisolone), 125 mg, 2 ml VIAL	$12.83 ea, $320.85 bx-25
DR0055-61	Brevibloc (Esmolol), 2.5 gm, 250 ml	$551.31 ea
DR0102-10	Diphenhydramine Simplist Syringe, 50mg/1ml	$5.55 ea, $133.31 bx-24
DR0103-20	Ondansetron, 4mg/2ml Simplist Syringe, Luer Lock	$2.86 ea, $68.72 bx-24
DR0107-10	Ketorolac Tromethamine, 15mg/1ml Prefilled Syringe	$112.32 bx-24
DR0108-03	Tranexamic Acid (TXA), 1gm, 100ml bag (0.7% Sodium Chloride)	$25.19 ea, $251.85 cs-10
DR0142-60	Albuterol Multi Dose Inhaler (MDI), 90mcg, 6.7gm	$38.99 ea
DR0150-10	NEXTERONE Premixed Injection, 150mg/100 ml	$40.02 ea
DR0158-11	Ondansetron Oral Dissolving Tabs, 8 mg (Pk/10)	$13.46 pk
DR0159-25	Epinephrine 1:1000 1 mg, 1 ml VIAL	$18.98 ea, $474.38 bx-25
DR0162-10	Norepinephrine Bitartrate, 4 mg, 4 ml AMPULE (bx/10)	$234.60 bx
DR0168-01	Epinephrine 1:1000 30 mg, 30 ml MDV (Adrenaline)	$276.00 ea
DR0201-03	Albuterol/Ipratropium (Generic DuoNeb), 3 ml (Bx/30)	$16.53 bx
DR0203-04	Verapamil, 5mg, 5ml Vial	$24.84 ea, $621.00 bx-25
DR0260-10	Glucagen w/Dilutent, 1 mg, 1 ml VIALS	$199.41 ea
DR0301-67	Adenosine, 6 mg, 2 ml Luer-Lock Syringe	$25.53 ea, $255.30 bx-10
DR0301-68	Adenosine, 12 mg, 4 ml Luer-Lock Syringe	$38.64 ea, $386.40 bx-10
DR0326-08	Nitro-Bid Ointment, 2%, 1 gm packs (Box/48)	$158.70 bx
DR0326-30	Nitro-Bid Ointment, 2%, 30 gm tube	$54.86 ea
DR0353-02A	NARCAN (Naloxone) 4mg Nasal Spray, 2/PK	$85.91 ea
DR0376-25	Diphenhydramine 50MG, 1 ml VIAL	$1.66 ea, $41.40 bx-25
DR0391-10	Ondansetron Oral Dissolving Tabs, 8 mg (Pk/30)	$49.82 pk
DR0409-03	Lidocaine in D5W, 2gm/500ml Bag (4mg/ml)	$8.63 ea, $155.25 cs-18
DR0410-04	NitroMist Nitroglycerin Spray, 90 Metered Sprays	$162.50 ea
DR0410-08	NitroMist Nitroglycerin Spray, 230 Sprays	$188.03 ea
DR0410-59	Oxymetazoline Nasal Spray, 0.05%, 30ml	$5.49 ea
DR0436-01	Nitroglycerin Tablets, 0.4 mg (Bottle of 100)	$51.75 bt
DR0436-11	Nitroglycerin Tablets, 0.4mg, (Bottle of 25)	$28.64 bt, $114.54 bx-4
DR0491-01	Meclizine 25mg Tabs, Unit Dose	$99.02 bx
DR0500-TRAIN	Epipen Trainer	$7.94 ea
DR0542-02	Adenosine, 6 mg, 2 ml VIAL	$6.52 ea, $65.21 bx-10
DR0711-31	Lidocaine Jelly, 2%, 5 ml Squeeze Tube	$8.97 ea, $89.70 bx-10
DR0719-25	Ketorolac Tromethamine, 15mg/1ml Vial	$102.00 bx-25
DR0741-14	Tetracaine HCL 0.5%, 4mL Drops	$19.32 bt
DR0741-20	Albuterol 100 mg, 20 ml, Solution	$67.62 ea
DR0775-04	Lidocaine Viscous, 2%, 100 ml Bottle	$14.49 ea

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DR0854-04	Adenosine, 12mg/4ml SDPF	$220.80 bx-10
DR0855-02	Adenosine, 6 mg, 2 ml VIAL, Preservative Free	$9.00 ea, $90.00 bx-10
DR0900-36	Calcium Chloride Prefilled Syringe, 10%, 1gm/10ml	$13.77 ea
DR0901-10	Procainamide, 1 gm, 10 ml VIAL	$227.70 ea
DR0928-25	Promethazine, 25 mg, 1 ml VIAL	$2.90 ea, $72.45 bx-25
DR1000-04	Magnesium Sulfate, 5 gm, 10 ml VIAL, Preservative Free	$8.35 ea, $208.73 bx-25
DR1210	Saline Flush, 10ml in 12ml Syringe	$21.74 bx-30, $130.41 cs-180
DR1495-35	Promethazine, 25 mg, 1 ml AMPULE	$13.80 pk-5, $69.00 bx-25
DR1632-01	Vecuronium, 10mg PWVL	$130.76 bx-10
DR1754-10	Magnesium Sulfate, 5 gm, 10 ml ANSYR Syringe, PF	$249.78 bx-10
DR1775-01	Dextrose Infant 2.5 gm, 25%, 10 ml ANSYR Syringe	$115.92 bx-10
DR2035-24	Diphenhydramine 25mg, Capsules, Blister Pack	$4.80 bx-24
DR2101-02	Epinephrine Auto-Injector 0.15 mg, Child, 2/PK	$410.55 ea
DR2102-02	Epinephrine Auto-Injector 0.3 mg, Adult, 2/PK	$410.55 ea
DR2157-13	Ondansetron Oral Dissolving Tabs, 4 mg (Pk/30)	$19.67 pk
DR2784-01	Racepinephrine Inh. Solution, 2.25% 0.5 ml	$2.04 ea, $61.07 bx-30
DR3012-00	Lidocaine Jelly, 2%, 5 ml Uro-Jet Syringe	$8.25 ea
DR3065-44	BD PosiFlush Saline Syringe, 3 ml (Pk/30)	$18.84 pk
DR3065-45	BD PosiFlush Saline Syringe, 5 ml (Pk/30)	$18.98 pk
DR3065-46	BD PosiFlush Saline Syringe, 10 ml (Pk/30)	$19.67 pk, $314.64 cs-16
DR3301-00	Dextrose 25 gm, 50%, 50 ml LUER-JET Syringe	$13.94 ea, $139.38 bx-10
DR3304-00	Calcium Chloride, 1 gm, 10ml LUER-JET SYRINGE	$10.14 ea, $101.43 bx-10
DR3316-00	Epinephrine 1:10,000 1 mg, 10 ml LUER-JET Syr	$8.83 ea, $88.32 bx-10
DR3340-00	Atropine Sulfate, 1 mg, 10 ml LUER-JET Syringe	$10.02 ea, $100.19 bx-10
DR3352-00	SODIUM BICARB, 8.4%, 50 ml LUER-JET Syringe	$14.49 ea, $144.90 bx-10
DR3369-00	Naloxone, 2 mg, 2 ml LUER-JET SYRINGE	$34.49 ea, $344.93 bx-10
DR3390-00	Lidocaine, 2%,100 mg, 5 ml LUER-JET Syringe	$6.56 ea, $65.55 bx-10
DR3793-01	Ketorolac Tromethamine, 15mg/1ml Vial	$68.00 bx-25
DR3795-01	Ketorolac, 30 mg, 1ml Fill/2ml VIAL	$72.45 bx-25
DR39501-25	Haloperidol, 5mg/1ml SDV	$2.07 ea, $51.75 bx-25
DR4200-06	Rocuronium, 100 mg, 10 ml VIAL (Bx/10) REFRIGERATED	$85.56 bx
DR4755-03	Ondansetron, 4 mg, 2 ml, Vial	$35.88 bx-25
DR4887-10	Sterile Water, 10 ml SDV (Box of 25)	$40.37 bx
DR4902-34	Dextrose 25 gm, 50%, 50 ml LifeShield Syringe	$113.85 bx-10
DR4903-34	Lidocaine, 2%,100 mg, 5 ml LifeShield Syringe	$62.10 bx-10
DR4911-34	Atropine Sulfate, 1 mg, 10 ml LifeShield Syringe	$120.41 bx-10

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DR4928-34	Calcium Chloride, 1 gm, 10ml LifeShield Syringe	$127.65 bx-10
DR4933-01	Epinephrine 1:10,000 1 mg, 10 ml ABBOJECT Syr	$72.50 bx-10
DR5001-05	Sodium Bicarb, 8.4% 50mL Vial	$10.11 ea, $202.17 bx-20
DR5012-04	Sodium Bicarb, 4.2% (Infant) 10ml Vial	$7.45 ea, $186.30 bx-25
DR5534-34	SODIUM BICARB, 4.2% (Infant),10 ml LifeShield Syr	$132.83 bx-10
DR6006-10	Atropine Sulfate, 8 mg, 20 ml MULTI-DOSE VIAL	$49.68 ea, $496.80 bx-10
DR6013-10	Diltiazem 25 mg, 5 ml VIAL (Bx/10) REFRIGERATED	$44.85 bx
DR6078-25	Ondansetron, 4 mg, 2 ml, Vial	$1.52 ea, $37.95 bx-25
DR6102-04	Furosemide, 40 mg, 4 ml VIAL	$130.76 bx-25
DR6102-10	Furosemide, 100 mg, 10 ml VIAL	$162.15 bx-25
DR6169-01	Tranexamic Acid (TXA), 1gm/10ml Vial	$6.76 ea, $67.60 bx-10
DR6228-25	Thiamine, 200 mg/2 ml Vial	$11.73 ea, $293.25 bx-25
DR6629-02	Quelicin, 200 mg, 10 ml MDV - REFRIGERATED	$689.66 bx-25
DR6637-34	SODIUM BICARB, 8.4%, 50 ml LifeShield Syringe	$134.90 bx-10
DR6695-02	Etomidate (Amidate), 40 mg, 20 ml VIAL	$83.80 bx-10
DR6741-72	Diphenhydramine Elixir 25mg, 10mL Unit Dose	$7.94 ea, $79.35 bx-10
DR70201-01	Albuterol/Ipratropium, 2.5-0.5mg/3ml, Indiv Wrap	$1.38 ea, $41.40 bx-30
DR7517-16	Dextrose 25 gm, 50%, 50 ml ANSYR II Syringe	$105.23 bx-10
DR7809-22	Dopamine, 400 mg / D5W 250 ml Bag	$13.97 ea, $251.51 cs-18
DR8031-01	Glucagon, 1 mg, 1 ml EMERGENCY KIT	$300.15 ea
DR9060-00	Epinephrine 1:1000 30 mg, 30 ml MDV	$251.85 ea
DR9250-10	Rocuronium, 50 mg, 5 ml VIAL (Bx/10) REFRIGERATED	$67.62 bx
DR9251-10	Rocuronium, 100 mg, 10 ml VIAL (Bx/10) REFRIGERATED	$120.75 bx
DR9254-25	Dopamine, 400mg/10ml SDV	$172.50 bx-25
DR9318-10	Norepinephrine Bitartrate, 4 mg, 4mL VIAL	$28.29 ea, $282.90 bx-10
DR9338-25	Succinylcholine Chloride 200mg, 10mL MDV (REFRIGERATED)	$5.38 ea, $134.50 bx-25
DR9501-01	Albuterol 2.5 mg, 3 ml (Box of 30 wrapped Vials)	$10.66 bx
DR9501-25	Albuterol 2.5 mg, 3 ml (Box of 25 Vials)	$6.18 bx
DR9506-10	Etomidate, 20 mg, 10 ml VIAL	$10.49 ea, $104.88 bx-10
DR9507-10	Etomidate, 40 mg, 20 ml VIAL	$12.42 ea, $124.20 bx-10
DR9594-25	Lidocaine 2%, 100mg/5ml SDPF Vial	$2.93 ea, $73.31 bx-25
DR9622-01	Labetalol, 100 mg, 20 ml MDV	$17.60 ea
DR9631-01	Furosemide, 40 mg, 4 ml ANSYR Syringe	$124.20 bx-10
DR9660-10	Metoprolol Tart, 5 mg, 5 ml VIAL	$4.80 ea, $47.96 bx-10
DR9746-10	Terbutaline, 1 mg, 1 ml VIAL	$6.56 ea, $65.55 bx-10
DR9801-01	Ipratropium Brmde., .02% 2.5 ml Soln. (Box of 30)	$16.91 bx

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DR9801-25	Ipratropium Brmde., .02% 2.5 ml Soln. (Box of 25)	$15.18 bx
DR9875-25	Amiodarone, 150 mg, 3 ml VIAL	$3.17 ea, $79.35 bx-25
DW1001	Rx DESTROYER, All-Purpose, Pro Series, 1 Gallon Bottles	$331.20 cs-4
DW1002	Rx DESTROYER, All-Purpose, Pro Series, 64 oz Bottles	$144.90 cs-4
DW1003	Rx DESTROYER, Liquids, Pro Series, 1 Gal Btl w/ Hrd Pouches	$345.00 cs-4
DW1003L	Lock Box Kit w/Rx DESTROYER, Liquids, Pro Series, 1 Gallon	$310.50 ea
DW1003W	Wire Mount Kit w/Rx DESTROYER, Liquids, Pro Series, 1 Gallon	$158.70 ea
DW1004	Rx DESTROYER, Liquids, Pro Series, 64 oz Btl w/ Hrd Pouches	$189.75 cs-4
DW1015L	Lock Box Kit w/Rx DESTROYER, Liquids, Pro Series, 64oz.	$284.28 ea
DW1015W	Wire Mount Kit w/Rx DESTROYER, Liquids, Pro Series, 64oz.	$128.34 ea
DW1016W	Wire Mount Kit w/Rx DESTROYER, Liquids, Pro Series, 16oz.	$58.65 ea
DW1616	Rx DESTROYER, All-Purpose, 16oz	$17.25 ea, $207.00 cs-12
DW1616H	Hardener Packet for Rx DESTROYER, All-Purpose, 16oz	$33.12 ea
HOSP_DR2267-20	Labetalol, 100 mg, 20 ml VIAL	$9.32 ea
HOSP_DR4350-03	Diltiazem ADD-VANTAGE Vial	$196.65 bx-10
MD10	Aspirin, 325 mg UNIT DOSE Packs of 2	$7.45 bx-125
MD150	Aspirin, Chewable, 81 mg (Bottle of 36)	$1.37 ea
MD200	Aspirin, 325mg (Bottle of 100)	$1.79 ea
MD303	Microdot Glucose Gel, Delivers 15 gm, Forest Fruit	$9.63 pk-3
MD309	Acetaminophen, Suppositories, 120 mg	$7.59 bx-12
MD48101	Acetaminophen Liquid, Childrens, Cherry, 4 oz.	$4.80 ea
MD50	Actidose-Aqua Charcoal, 50 gm with Sorbitol	$22.08 ea, $264.96 bx-12
MD51	Actidose-Aqua Charcoal, 50 gm	$22.08 ea, $264.96 bx-12
MD52	Actidose-Aqua Charcoal, 15 gm Tube	$10.56 ea
MD5697	Ibuprofen, 200 mg UNIT DOSE Packs of 2	$23.12 bx-100
MD57	Actidose-Aqua Charcoal, 25 gm	$15.63 ea, $187.54 bx-12
MD58	Actidose-Aqua Charcoal, 25 gm Tube with Sorbitol	$15.63 ea
MD62	Glutose 15, Delivers 15 gm, Lemon	$3.68 ea, $11.03 pk-3
MD63	INSTA-GLUCOSE, 31 gm Tube, Delivers 24 gm	$3.97 ea
MD6379	Transcend Glucose Gel, 15 gm Pouch, Strawberry	$8.11 pk-3
MD69	Glutose 45, Delivers 45 gm	$12.08 ea
MD7030	Glutose 15, Delivers 15 gm, Grape	$3.68 ea, $11.03 pk-3
MD75	Acetaminophen (325 mg), UNIT DOSE Packs of 2	$8.98 bx-125
MD80547	Neo-Synephrine Nasal Spray, 0.5%, 15ml	$6.11 ea
MEDP_2T0806	Aquabiliti 10 ml Saline 12 ml Syringe	$0.76 ea, $75.90 bx-100, $303.60 cs-400
MF10026	MedFlats, Small Shipper, 9" x 6" x 3.25"	$63.31 ea

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Item No	Description	Contract Prices
MF10027	MedFlats, Large Shipper, 8" x 8" x 15"	$113.85 ea
MMTI_DR0370-01-8	CYANOKIT 5g, 8 or more Kits	$965.31 ea
MMTI_DR0370-01S	CYANOKIT 5g, 1-7 Kits	$1052.25 ea
PFIZ_DR6648-02	Dextrose, 25g/50ml Vial (D50)	$139.73 bx-25
SAS_DR2051-05	Ketamine, 100mg/mL 5mL Vial	$154.60 bx-10
SAS_DR2308-01	Midazolam, PF 5mg/mL 1mL FTV	$41.40 bx-10
SAS_DR6061-25	Midazolam, 5mg/ml 1mL Vial (bx/25)	$110.92 bx
SAS_DR9094-22	Fentanyl, 50mcg/mL 2mL Vial (bx/25)	$78.66 bx
SL0162Q	Dextrose 10%, Baxter IV Solution, 250 ml Bag	$6.56 ea, $235.98 cs-36
SL1307	Sodium Chloride IV Solution, 0.9%, 100ml	$2.24 ea, $215.28 cs-96
SL1322	Sodium Chloride, 0.9%, Baxter, 250 ml Bag	$5.66 ea, $203.69 cs-36
SL1323	Sodium Chloride, 0.9%, Baxter, 500 ml Bag	$6.04 ea, $144.90 cs-24
SL1324X	Sodium Chloride IV Solution, 0.9%, Baxter, 1000 ml Bag	$6.31 ea, $88.39 cs-14
SL4888-10	Sodium Chloride, 10 ml Fliptop Vial (Box of 25)	$41.40 bx
SL4888-20	Sodium Chloride, 20 ml Fliptop Vial (Box of 25)	$44.85 bx
SL5202	Dextrose 10%, B Braun IV Solution, 250 ml Bag	$6.56 ea, $157.32 cs-24
SL7101-67	ADD-Vantage Diluent, 0.9% Sodium Chloride, 100ml	$21.39 pk-5, $213.90 cs-50
SL7500	Lactated Ringers IV Solution, B Braun, 1000 ml	$8.45 ea, $101.43 cs-12
SL7501	Lactated Ringers IV Solution, 500 ml Bag	$7.56 ea, $181.33 cs-24
SL7800-09	Sodium Chloride IV Solution, 0.9%, B Braun,1000 ml Bag, E3	$7.56 ea, $90.67 cs-12
SL7922-02	Dextrose IV Solution, 5%, Hospira, 250 ml Bag	$6.31 ea, $151.52 cs-24
SL7922-03	Dextrose IV Solution, 5%, Hospira, 500 ml Bag	$6.87 ea, $164.77 cs-24
SL7923-23	Dextrose IV Solution, 5%, 100ml/170ml Bag	$3.11 ea, $149.04 cs-48
SL7953-09	Lactated Ringers IV Solution, Hospira, 1000 ml Bag	$6.41 ea, $76.92 cs-12
SL7983-02	Sodium Chloride, 0.9%, Hospira, 250 ml Bag	$6.27 ea, $150.53 cs-24
SL7983-03	Sodium Chloride, 0.9%, Hospira, 500 ml Bag	$6.34 ea, $152.19 cs-24
SL7983-09	Sodium Chloride, 0.9%, Hospira, 1000 ml Bag	$6.41 ea, $76.92 cs-12
SL7984-23	Sodium Chloride, 0.9%, 100ml/170ml Bag	$3.28 ea, $157.32 cs-48
SL7984-36	Sodium Chloride, 0.9%, 50 ml Bag (pk/4)	$8.28 pk, $165.60 cs-20
SL8001	Sodium Chloride IV Solution, 0.9%, B Braun, 500 ml Bag	$7.56 ea, $181.33 cs-24
SL8002	Sodium Chloride IV Solution, 0.9%, B Braun, 250 ml Bag	$7.56 ea, $181.33 cs-24

First Aid and Trauma

Item No	Description	Contract Prices
AL1	Kendall WEBCOL Alcohol Prep Pad, 2 ply, Medium	$2.08 bx-200, $41.60 cs-4000
AL10	PVP Iodine Prep Pads	$0.04 ea, $4.49 bx-100, $44.90 cs-1000

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Item No	Description	Contract Prices
AL100	TECNU Poison Oak-N-Ivy Brand Cleanser, 4 oz.	$5.00 ea, $20.01 bx-4
AL101	TECNU Poison Oak-N-Ivy Brand Cleanser, 12 oz.	$8.49 ea, $101.84 bx-12
AL1030	CalaGel Anti-Itch Gel Packets (Box of 144)	$18.98 bx
AL1040	PharmaCare Advanced Formula 70% Alcohol Wipes, (Pack of 50)	$1.76 ea, $70.40 cs-40
AL1050	TECNU Poison Oak-N-Ivy Brand Packets (Bx of 50)	$31.05 bx
AL10800	PREVANTICS Swab (Box of 100)	$14.84 bx, $148.35 cs-10
AL1106	Compound Benzoin Tincture Swabstick, 4"	$26.22 bx-50
AL12	BZK Towelette (benzalkonium chloride solution)	$3.17 bx-100
AL251	VIONEX Antimicrobial Towelette	$11.04 bx-50, $110.40 cs-500
AL2663	Corium Anti-Itch Foil Pack Pouch	$4.49 bx-25
AL3374	StingX with Pain Relief Pad	$5.49 bx-25
AL5	Alcohol, 70%, 16 oz.	$2.31 ea, $27.74 dz-12
AL5110	Kendall WEBCOL Alcohol Prep Pad, 2 ply, Large	$3.62 bx-200, $72.40 cs-4000
AL52014	Sting Relief Wipes	$0.06 ea, $8.73 bx-150
AL7143	SunX Sunscreen, 7.5ml Pouch (Box of 25)	$13.11 bx
AL7166	SunX Sunscreen, 4 oz. Bottle	$3.31 ea, $39.74 cs-12
AL75	Povidone-Iodine Swabstick	$0.17 ea, $8.28 bx-50
AL8363	IvyX Pre-Contact Solution Packet (Box/25)	$13.11 bx
AL8366	IvyX Pre-Contact Solution, 4 oz. Bottle	$2.52 ea, $30.22 cs-12
AL8464	IvyX Cleanser Towelette	$9.56 bx-25
AM62	Ammonia Inhalant, Towelettes (Pack of 10)	$2.52 pk
AT0015	HyFin Chest Seal	$9.65 ea
AT0029	HyFin Vent Chest Seal	$10.34 ea
AT0037	HyFin Vent Chest Seal Twin Pack	$12.77 ea
AT290	The ASHERMAN CHEST SEAL	$10.32 ea, $103.16 bx-10
AT62013	SAM Chest Seal with Valve 2.0	$16.22 ea
AT62014	SAM Chest Seal Combo Pack	$1439.00 cs-50
AT760	Russell Chest Seal	$22.79 ea
AT8502	H*Vent Vented Chest Seal, Twin Pack	$32.40 ea
BA0636	QuikClot EMS 4"x 4" Dressing	$7.94 ea, $79.35 bx-10
BA10006	ChitoSAM 100 Hemostatic Dressing, 3" x 6', Z-fold	$25.88 ea
BA1030	DUKAL Trauma Dressing, 10" x 30"	$1.24 ea, $31.05 cs-25
BA1222	Gauze Pad, 2" x 2", 12 Ply, Sterile	$2.76 bx-100, $66.24 cs-2400
BA1238	TELFA Ouchless Pad, 3" x 8"	$0.28 ea, $14.15 bx-50
BA1244	Gauze Pad, 4" x 4", 12 Ply, Sterile	$5.52 bx-100, $66.24 cs-1200
BA1600	DUKAL Eye Pad	$0.14 ea, $6.90 bx-50

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Item No	Description	Contract Prices
BA1910	BLOODSTOPPER Wound and Trauma Dressing	$2.75 ea, $164.77 cs-60
BA1950	DUKAL Emergency Pressure Dressing	$1.71 ea, $85.56 cs-50
BA2	DUKAL Triangular Bandage, 37" x 37" x 52"	$0.41 ea, $4.97 bg-12, $99.36 cs-240
BA2132	TELFA Ouchless Pad, 3" x 4"	$19.32 bx-100
BA2231	Kendall CONFORM Stretch Bandages, 2", Sterile	$6.21 bx-12, $49.68 cs-96
BA2232	Kendall CONFORM Stretch Bandages, 3", Sterile	$7.76 bx-12, $62.10 cs-96
BA2236	Kendall CONFORM Stretch Bandages, 4", Sterile	$9.11 bx-12, $72.86 cs-96
BA2238	Kendall CONFORM Stretch Bandages, 6", Sterile	$15.18 bx-12, $60.72 cs-48
BA2242	Kendall CONFORM Stretch Bandages, 2", Non-Sterile	$3.55 bg-12, $28.43 cs-96
BA2244	Kendall CONFORM Stretch Bandages, 3", Non-Sterile	$4.45 bg-12, $35.61 cs-96
BA2247	Kendall CONFORM Stretch Bandages, 4", Non-Sterile	$7.04 bg-12, $56.30 cs-96
BA25500	CURAD Adhesive Bandage, Sheer Strips, 3/4" x 3"	$2.14 bx-100, $25.68 cs-1200
BA25510	CURAD Adhesive Bandage, Fabric, Knuckle	$5.14 bx-100, $61.68 cs-1200
BA25513	CURAD Adhesive Bandage, Fabric, Fingertip	$5.14 bx-100, $61.68 cs-1200
BA25524	CURAD Adhesive Bandage, Fabric, X-Large	$5.45 bx-50, $65.40 cs-600
BA25600	CURAD Adhesive Bandage, Sheer Strips, 1" x 3"	$2.38 bx-100, $28.56 cs-1200
BA25650	CURAD Adhesive Bandage, Fabric, 3/4" x 3"	$3.11 bx-100, $37.32 cs-1200
BA25660	CURAD Adhesive Bandage, Fabric, 1" x 3"	$3.11 bx-100, $37.32 cs-1200
BA3050	DUKAL Trauma Dressing, 12" x 30"	$1.28 ea, $31.91 cs-25
BA3052	Cotton Tipped Applicators Swab, 6" (Pk/2)	$5.52 bx-100
BA3090	Tongue Blades, Sterile	$5.49 bx-100
BA3092	Tongue Blades, Non-Sterile, Bulk	$10.70 bx-500
BA3545	DUKAL Fluff Bandage Roll, 4.5", Non-Sterile	$0.83 ea, $82.80 cs-100
BA3601	DYNAREX Adhesive Bandage, Sheer Strips, 3/4" x 3"	$1.55 bx-100, $37.20 cs-2400
BA3602	DYNAREX Adhesive Bandage, Sheer Strips, 1" x 3"	$1.79 bx-100, $42.96 cs-2400
BA3607	DYNAREX Adhesive Bandage, 7/8", Spot (Box of 100)	$1.79 bx
BA3611	DYNAREX Adhesive Bandage, Fabric, 3/4" x 3"	$2.35 bx-100, $56.40 cs-2400
BA3612	DYNAREX Adhesive Bandage, Fabric, 1" x 3"	$2.55 bx-100, $61.20 cs-2400
BA3615	DYNAREX Butterfly Wound Closure	$2.00 bx-100, $48.00 cs-2400
BA3617	DYNAREX Adhesive Bandage, Fabric, Fingertip	$4.49 bx-100, $107.76 cs-2400
BA3619	DYNAREX Adhesive Bandage, Fabric, Knuckle	$4.49 bx-100, $107.76 cs-2400
BA3634	DYNAREX Adhesive Bandage, Sheer, X-Large	$3.80 bx-50, $91.08 cs-1200
BA3640	DUKAL Fluff Bandage Roll, 3.5", Sterile	$0.72 ea, $69.55 cs-96
BA3645	DUKAL Fluff Bandage Roll, 4.5", Sterile	$0.78 ea, $77.97 cs-100
BA3683	DYNAREX Emergency Pressure Bandage, 4"	$3.80 ea
BA3684	DYNAREX Emergency Pressure Bandage, 6"	$4.52 ea

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Item No	Description	Contract Prices
BA4122	Gauze Sponge, 2" x 2", 12 Ply, Non-Sterile	$1.52 bg-200, $60.80 cs-8000
BA414	Petrolatum Gauze Dressing, 3" x 18"	$1.14 ea, $13.66 bx-12
BA4144	Gauze Sponge, 4" x 4", 12 Ply, Non-Sterile	$5.66 bg-200, $56.60 cs-2000
BA415	Petrolatum Gauze Dressing, 5" x 9"	$1.10 ea, $55.20 bx-50
BA416	Petrolatum Gauze Dressing, 3" x 9"	$0.97 ea, $11.59 bx-12
BA44100	CURITY Adhesive Bandage, Fabric, 3/4" x 3"	$1.80 bx-50, $43.08 cs-1200
BA44101	CURITY Adhesive Bandage, Fabric, 1" x 3"	$1.90 bx-50, $45.60 cs-1200
BA44106	CURITY Adhesive Bandage, Fabric, Knuckle	$1.97 bx-30
BA44118	CURITY Adhesive Bandage, Sheer Strips, 3/4" x 3"	$1.38 bx-50, $99.36 cs-3600
BA44119	CURITY Adhesive Bandage, Sheer Strips, 1" x 3"	$1.73 bx-50, $124.20 cs-3600
BA5	DUKAL Triangular Bandage, 40" x 40" x 56"	$0.43 ea, $5.22 bg-12, $104.33 cs-240
BA510	3M STERI-STRIP, 1/8" x 3" (Packs of 5)	$1.21 ea, $60.38 bx-50
BA520	3M STERI-STRIP, 1/4" x 1 1/2" (Packs of 6)	$1.07 ea, $53.48 bx-50
BA530	3M STERI-STRIP, 1/4" x 3" (Packs of 3)	$1.21 ea, $60.38 bx-50
BA5590	DUKAL Combine/ABD Pad, 5" x 9"	$0.12 ea, $3.11 bx-25, $49.68 cs-400
BA5737	Children's Adhesive Bandage, Looney Tunes	$5.00 bx-100, $60.00 cs-1200
BA5810	DUKAL Combine/ABD Pad, 8" x 10"	$0.23 ea, $4.55 bx-20, $72.86 cs-320
BA5875	DUKAL Combine/ABD Pad, 8" x 7.5"	$4.42 bx-20, $52.99 cs-240
BA6112	CURITY Non-Adhering Dressing, 3" x 3"	$28.98 bx-50
BA6113	CURITY Non-Adhering Dressing, 3" x 8"	$28.98 bx-24
BA6715	KERLIX Gauze Bandage, 4.5" x 4.1 yds, Sterile	$1.48 ea, $148.35 cs-100
BA6716	KERLIX Gauze Bandage, 4.5", Non-Sterile	$144.90 cs-100
BA6725	KERLIX Gauze Bandage, 3.4" x 3.6 yds, Sterile	$1.07 ea, $102.67 cs-96
BA7273	QuikClot Combat Gauze Moulage Trainer	$6.87 ea, $343.28 cs-50
BA7350	QuikClot Combat Gauze LE, 3" x 4 yds Z-fold	$33.12 ea, $1656.00 cs-50
BA7475	QuikClot EMS Rolled Gauze. 3" x 48"	$15.86 ea
BA7546	QuikClot EMS Starter Pack	$79.35 ea, $793.50 cs-10
BA8042	CURITY All-Purpose Sponge, 2" x 2", Sterile (pks/2)	$1.42 bx-25, $84.90 cs-1500
BA8043	CURITY All-Purpose Sponge, 3" x 3", Sterile (pks/2)	$2.04 bx-25, $97.68 cs-1200
BA8044	CURITY All-Purpose Sponge, 4" x 4", Sterile (pks/2)	$3.45 bx-25, $82.80 cs-600
BA8503	The Emergency ISRAELI BANDAGE, 4"	$5.49 ea
BA8506	The Emergency ISRAELI BANDAGE, 6"	$6.18 ea
BA8509	Abdominal Bandage, 8" , 12" x 12" pad, Green	$10.34 ea
BA9132	CURITY All-Purpose Sponge, 2" x 2", Non-Sterile	$2.04 bg-200, $51.00 cs-5000
BA9134	CURITY All-Purpose Sponge, 4" x 4", Non-Sterile	$5.52 bg-200, $110.40 cs-4000
BE2	3M COBAN Self-Adherent Wrap, 2"	$1.73 ea, $62.10 bx-36

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Item No	Description	Contract Prices
BE3	3M COBAN Self-Adherent Wrap, 3"	$2.15 ea, $51.67 bx-24
BE3A	3M COBAN Self-Adherent Wrap, 3", Colors (Bx/12)	$25.67 bx
BE4	3M COBAN Self-Adherent Wrap, 4"	$2.73 ea, $49.06 bx-18
BE502	DUKAL Elastic Bandage, 2"	$0.48 ea, $4.76 bx-10, $23.81 cs-50
BE503	DUKAL Elastic Bandage, 3"	$0.65 ea, $6.49 bx-10, $32.43 cs-50
BE504	DUKAL Elastic Bandage, 4"	$0.75 ea, $7.52 bx-10, $37.61 cs-50
BE506	DUKAL Elastic Bandage, 6"	$1.17 ea, $11.73 bx-10, $58.65 cs-50
BE632	Elastic Bandage, 2" x 5yd, Non-Sterile, Latex Free	$0.69 ea, $6.90 bx-10
BE633	Elastic Bandage, 3" x 5yd, Non-Sterile, Latex Free	$0.93 ea, $9.32 bx-10
BE634	Elastic Bandage, 4" x 5yd, Non-Sterile, Latex Free	$1.14 ea, $11.39 bx-10
BE636	Elastic Bandage, 6" x 5yd, Non-Sterile, Latex Free	$1.66 ea, $16.56 bx-10
BE8025	DUKAL Cohesive Bandages, 2", Tan Color	$0.83 ea, $29.81 bx-36
BE8026C	DUKAL LF Cohesive Bandages, 2", Colors (Bx/36)	$44.71 bx
BE8026LF	DUKAL LF Cohesive Bandages, 2", Tan Color	$1.24 ea, $44.71 bx-36
BE8035	DUKAL Cohesive Bandages, 3", Tan Color	$1.21 ea, $28.98 bx-24
BE8036C	DUKAL LF Cohesive Bandages, 3", Colors (Bx/24)	$41.40 bx
BE8036LF	DUKAL LF Cohesive Bandages, 3", Tan Color	$1.78 ea, $42.72 bx-24
BE8046LF	DUKAL LF Cohesive Bandages, 4", Tan Color	$2.28 ea, $40.99 bx-18
BE9236	CoFlex - LF2 Latex-Free Foam Bandage, 2"	$1.93 ea, $69.55 bx-36
BE9324	CoFlex - LF2 Latex-Free Foam Bandage, 3"	$2.42 ea, $57.96 bx-24
BE9324CP	CoFlex - LF2 Latex-Free Foam Bandage, 3" (Bx/24)	$53.82 bx
BE9418	CoFlex - LF2 Latex-Free Foam Bandage, 4"	$2.93 ea, $52.79 bx-18
BE9720	CoFlex AFD Absorbent Foam Dressing, 2", N/S	$2.83 ea, $45.26 bx-16
BE9720S	CoFlex AFD Absorbent Foam Dressing, 2", Sterile	$5.11 ea, $81.70 bx-16
BE9740	CoFlex AFD Absorbent Foam Dressing, 4", N/S	$5.45 ea, $43.61 bx-8
BE9740S	CoFlex AFD Absorbent Foam Dressing, 4", Sterile	$8.56 ea, $68.45 bx-8
BJ2102	DUKAL Clinisorb Sponge, 2", N/S (Bag/200)	$1.04 bg, $20.70 cs-20
BJ2103	DUKAL Clinisorb Sponge, 3", N/S (Bag/200)	$1.90 bg, $37.95 cs-20
BJ2104	DUKAL Clinisorb Sponge, 4", N/S (Bag/200)	$2.69 bg, $26.91 cs-10
BJ5148	Moleskin Adhesive, 6" x 12" sheet	$1.55 ct, $46.58 rl-30
BJ602	DUKAL Conforming Stretch Gauze, Non-Sterile, 2"	$1.49 bg-12, $11.92 cs-96
BJ603	DUKAL Conforming Stretch Gauze, Non-Sterile, 3"	$1.74 bg-12, $13.91 cs-96
BJ604	DUKAL Conforming Stretch Gauze, Non-Sterile, 4"	$2.24 bg-12, $17.88 cs-96
BJ606	DUKAL Conforming Stretch Gauze, Non-Sterile, 6"	$2.38 bg-6, $19.05 cs-48
BJ6112	DUKAL New Sponge, 2" x 2", Non-Sterile	$1.24 bg-200, $49.60 cs-8000
BJ6113	DUKAL New Sponge, 3" x 3", Non-Sterile	$2.42 bg-200, $48.40 cs-4000

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BJ6114	DUKAL New Sponge, 4" x 4", Non-Sterile	$3.32 bg-200, $33.20 cs-2000
BJ6120	KERLIX Sponges in Tray, 4", Sterile (Tray/10)	$0.97 ea, $123.65 cs-128
BJ6122	DUKAL New Sponge, 2" x 2", Sterile (pks/2)	$1.07 bx-25, $64.20 cs-1500
BJ6123	DUKAL New Sponge, 3" x 3", Sterile (pks/2)	$1.86 bx-25, $89.40 cs-1200
BJ6124	DUKAL New Sponge, 4" x 4", Sterile (pks/2)	$2.00 bx-25, $48.00 cs-600
BJ702	DUKAL Conforming Stretch Gauze, Sterile, 2"	$0.30 ea, $3.64 bx-12, $29.15 cs-96
BJ703	DUKAL Conforming Stretch Gauze, Sterile, 3"	$0.30 ea, $3.64 bx-12, $29.15 cs-96
BJ704	DUKAL Conforming Stretch Gauze, Sterile, 4"	$0.35 ea, $4.14 bx-12, $33.12 cs-96
BJ706	DUKAL Conforming Stretch Gauze, Sterile, 6"	$0.79 ea, $4.76 bx-6, $38.09 cs-48
BJ7133	BAND-AID BRAND Bandage, Sheer, 3/4" x 3"	$3.10 bx-40, $62.08 cs-800
BJ7196D	COVIDIEN Dermacea Abdominal Pad, 5" x 9"	$0.21 ea, $7.45 bx-36, $89.42 cs-432
BJ7197D	COVIDIEN Dermacea Abdominal Pad, 8" x 7.5"	$0.28 ea, $4.97 bx-18, $59.62 cs-216
BJ7198D	COVIDIEN Dermacea Abdominal Pad, 8" x 10"	$0.28 ea, $4.97 bx-18, $59.62 cs-216
BJ7224	DUKAL Clinisorb Sponge, 2", Sterile (Box of 50)	$1.50 bx, $45.13 cs-30
BJ7444	DUKAL Clinisorb Sponge, 4", Sterile (Box of 50)	$3.44 bx, $41.23 cs-12
BX0404HA	WATER-JEL HA Burn Dressing, 4" x 4"	$4.80 ea, $72.00 bx-15
BX0416HA	WATER-JEL HA Burn Dressing, 4" x 16"	$9.63 ea, $67.41 bx-7
BX0818HA	WATER-JEL HA Burn Dressing, 8" x 18"	$14.46 ea
BX1006HA	WATER-JEL HA Burn Kit, Small	$76.59 ea
BX1164	BugX Insect Repellent Towelette (30% DEET)	$15.53 bx-25
BX1216HA	WATER-JEL HA Face Dressing, 12" x 16"	$17.91 ea, $89.55 bx-5
BX1800	BURNFREE, Dressing, 4" x 4"	$3.59 ea
BX1801	BURNFREE, Dressing, 8" x 8"	$6.66 ea
BX1803	BURNFREE, Gel, 4 oz. Bottle	$5.69 ea
BX1804	BURNFREE, Dressing, 12" x 12"	$12.21 ea
BX1805	BURNFREE, Gel, 1/8 oz. Packet	$13.75 bx-25
BX1806	BURNFREE, Blanket, 6' x 5'	$206.31 ea
BX2003HA	WATER-JEL HA Burn Kit, Large	$155.20 ea
BX3520	Disposable Burn Sheet, Sterile, 60" x 90"	$3.00 ea, $36.02 cs-12
BX4024	WATER-JEL Burn Jel, 4 oz. Bottle	$6.86 ea
BX6000	WATER-JEL Burn Jel, 1/8 oz. Packets	$18.00 bx-25
DI2004	Rapid Cold Pack, 5.5" x 10"	$1.24 ea, $29.81 cs-24
DI2054	Rapid Heat Pack, 5.5" x 10", 130°F Max Temp	$1.48 ea, $35.60 cs-24
DI421	TransWarmer Infant Mattress	$26.22 ea, $157.32 cs-6
DI4511	DYNAREX Cold Pack, 4" x 5"	$0.68 ea, $16.32 cs-24
DI4512	DYNAREX Cold Pack, 5" x 9"	$0.70 ea, $16.80 cs-24

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Item No	Description	Contract Prices
DI4516	DYNAREX Instant HOT Pack, 5" x 9"	$0.76 ea, $18.24 cs-24
DI4517	DYNAREX Instant Cold Pack (non-toxic), 4" x 5"	$0.61 ea, $14.64 cs-24
DI4518	DYNAREX Instant Cold Pack (non-toxic), 5" x 9"	$0.76 ea, $18.24 cs-24
DI681	Halyard INSTANT COLD PACK, 4" x 10", Small	$0.62 ea, $14.90 cs-24
DI688	Halyard INSTANT COLD PACK, 6.25" x 8.5", Large	$0.62 ea, $14.90 cs-24
DI7650	INSTAKOOL COLD PACK, Boxed, 5'' x 6''	$0.69 ea, $34.50 cs-50
DI7748	INSTAKOOL COLD PACK, Junior Size, 5" x 7.5"	$0.62 ea, $29.81 cs-48
DI7824	INSTAKOOL COLD PACK, Regular Size, 6'' x 8.75''	$0.82 ea, $19.71 cs-24
DI900	GRABBER MEGA WARMER Warm Pack	$1.10 ea, $33.12 cs-30
FJ8000	Emergency First Aid Kit	$34.33 ea
HH_HB01	H Bandage, 8x10 Regular Fold	$13.77 ea
HH_HBFF01	H Bandage, 8x10 Flat Fold	$13.77 ea
HH_HHPF	H&H Flat Compressed Gauze	$3.72 ea
KIT915	Professional Outdoor Skin Protection Kit	$9.83 ea
KT901V	SAM Stop the Bleed Kit	$40.71 ea, $407.10 cs-10
KTGRAB	Ready To Go Bleeding Control Kit	$42.75 ea
KTTBND	Basic Refill SubKit, Bandaids	$2.73 ea
KTTMD	Basic Refill SubKit, Minor Medications	$4.59 ea
KTTPREP	Basic Refill SubKit, Prep Pads	$2.59 ea
MD1276	Fox Aluminum Eye Shield	$1.28 ea, $15.32 bx-12
MD1276C	Fox Aluminum Eye Shield with Cloth Cover	$1.45 ea
MD3713	Eye Wash, 8 oz.	$6.18 ea, $74.16 cs-12
MD4	Eye Wash, 4 oz.	$3.97 ea, $190.56 cs-48
MD53	Hydrogen Peroxide, 1 oz. Packet	$13.11 bx-20
MD53410	SAFETEC First Aid and Burn Cream, 0.9g	$10.35 bx-144
MD548	Hydrogen Peroxide, 4 oz. Bottle	$1.10 ea, $26.50 cs-24
MD55	Hydrogen Peroxide, 16 oz. Bottle	$1.97 ea, $23.60 cs-12
MD71	Triple Antibiotic Ointment, Tube, 1 oz.	$2.38 ea
MD72	Triple Antibiotic Ointment, Foil Pack, 1/32 oz.	$0.12 ea, $16.56 bx-144
MD8144	BIO MED WASH, 3 oz.	$4.80 ea
MD8365	BIO MED WASH, 7 oz.	$7.76 ea
MD9100	SUDECON Decontaminate Wipe	$1.59 ea, $158.70 bx-100
NAR_30-0069	CELOX RAPID Z-FOLD, 3IN X 5FT	$69.86 ea
NAR_80-0465	Basic Individual Bleeding Control Kit	$36.56 ea
NAR_80-0466	Intermediate Individual Bleeding Control Kit - Vacuum Sealed	$46.22 ea
NAR_80-0467	Advanced Individual Bleeding Control Kit - Vacuum Sealed	$81.42 ea

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Item No	Description	Contract Prices
NAR_80-0573	Public Access Bleeding Control 5-Pack - Vacuum Sealed	$223.28 ea
PA0500	Rhino Rocket, Slim, Medium (5 x 1 x 2 cm)	$15.53 ea, $124.20 bx-8
PA64019	Nose Clip	$0.39 ea, $39.33 bg-100
PERF_FCP-01	The Emergency ISRAELI BANDAGE, 4", Green	$6.90 ea
PERF_FCP-02EA	The Emergency ISRAELI BANDAGE, 6", Green	$7.94 ea
SL4109	DUAL TOP SOLUTION, 0.9% Sodium Chloride, 100 ml	$1.93 ea, $48.30 cs-25
SL5000	B Braun Sterile Water, 1000 ml Bottle	$5.42 ea, $86.66 cs-16
SL5001	B Braun Sterile Water, 500 ml Bottle	$5.21 ea, $83.35 cs-16
SL5200	B Braun 0.9% Sodium Chloride, 1000 ml Bottle	$5.42 ea, $86.66 cs-16
SL5201	B Braun 0.9% Sodium Chloride, 500 ml Bottle	$4.80 ea, $76.73 cs-16
SL6138-03	Hospira 0.9% Sodium Chloride, 500 ml Bottle	$6.31 ea, $151.52 cs-24
SL6138-22	Hospira 0.9% Sodium Chloride, 250 ml Bottle	$6.31 ea, $151.52 cs-24
SL6139-03	Hospira Sterile Water, 500 ml Bottle	$6.31 ea, $151.52 cs-24
SL6139-22	Hospira Sterile Water, 250 ml Bottle	$6.31 ea, $151.52 cs-24
SL7112	Baxter Sterile Water, 250 ml Bottle	$3.62 ea, $86.94 cs-24
SL7113	Baxter Sterile Water, 500 ml Bottle	$3.80 ea, $68.31 cs-18
SL7114	Baxter Sterile Water, 1000 ml Bottle	$3.97 ea, $47.61 cs-12
SL7122	Baxter 0.9% Sodium Chloride, 250 ml Bottle	$3.62 ea, $86.94 cs-24
SL7123	Baxter 0.9% Sodium Chloride, 500 ml Bottle	$3.80 ea, $68.31 cs-18
SL7124	Baxter 0.9% Sodium Chloride, 1000 ml Bottle	$3.97 ea, $47.61 cs-12
SL7138-09	Hospira 0.9% Sodium Chloride, 1000 ml Bottle	$6.31 ea, $75.76 cs-12
SL7139-09	Hospira Sterile Water, 1000 ml Bottle	$6.31 ea, $75.76 cs-12
SL88151	SALJET Saline Rinse, 30 ml vials (Box of 12)	$14.84 bx
TA1531	3M Micropore Paper Tape, 1"	$9.32 bx-12, $93.16 cs-120
TA1532	3M Micropore Paper Tape, 2"	$9.32 bx-6, $93.15 cs-60
TA1538-0	3M Durapore Surgical Tape, 1/2"	$12.21 bx-24, $122.14 cs-240
TA1538-1	3M Durapore Surgical Tape, 1"	$12.21 bx-12, $122.14 cs-120
TA1538-2	3M Durapore Surgical Tape, 2"	$2.04 ea, $12.21 bx-6, $122.13 cs-60
TA21183	Twill Tape, Poly, 1/2" x 72 Yds	$16.56 rl
TA2531	Kendall Standard Porous Tape, 1"	$1.07 ea, $12.83 bx-12, $154.01 cs-144
TA260501	CURAD Waterproof Tape, 1"	$20.70 bx-12, $248.40 cs-144
TA260502	CURAD Waterproof Tape, 2"	$20.70 bx-6, $248.40 cs-72
TA3142	Kendall Waterproof Tape, 1"	$20.29 bx-12, $243.43 cs-144
TA3267	Kendall Waterproof Tape, 2"	$20.29 bx-6, $243.43 cs-72
TA3667	Elastic tape, 1" x 5 yds.	$12.72 bx-12, $152.64 cs-144
TA6000	White Duct Tape, 2"	$6.42 ea, $154.01 cs-24

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TA6613	Kendall Standard Porous Tape, 2"	$2.14 ea, $12.83 bx-6, $154.01 cs-72
TA7110	Dukal Cloth Tape, 1/2"	$10.35 bx-24, $124.21 cs-288
TA7111	Dukal Cloth Tape, 1"	$0.86 ea, $10.35 bx-12, $124.20 cs-144
TA7112	Dukal Cloth Tape, 2"	$1.73 ea, $10.35 bx-6, $124.20 cs-72
TA7113	Dukal Cloth Tape, 3"	$10.35 bx-4, $124.20 cs-48
TA7137C	Kendall Silk Tape, 1/2"	$13.25 bx-24, $132.48 cs-240
TA7138C	Kendall Silk Tape, 1"	$1.10 ea, $13.25 bx-12, $132.48 cs-120
TA7139C	Kendall Silk Tape, 2"	$2.21 ea, $13.25 bx-6, $132.48 cs-60
TA7140C	Kendall Silk Tape, 3"	$16.56 bx-4, $165.60 cs-40
TA7827-1	TRANSPORE Transparent Tape, 1"	$1.21 ea, $14.49 bx-12, $144.90 cs-120
TA7827-1/2	TRANSPORE Transparent Tape, 1/2"	$14.49 bx-24, $144.91 cs-240
TA7827-2	TRANSPORE Transparent Tape, 2"	$2.42 ea, $14.49 bx-6, $144.90 cs-60
TA8111	DUKAL Transparent Surgical Tape, 1"	$8.69 bx-12, $104.33 cs-144
TACT_HALO	Halo Chest Seal, 2-Pack	$16.73 ea
TACT_OAL-4	OLAES Modular Bandage, 4"	$5.72 ea
TACT_OAL-6	OLAES Modular Bandage, 6"	$7.28 ea
TQ0001-BLK	Combat Application Tourniquet (C-A-T), Black	$20.69 ea
TQ0023-ORG	Combat Application Tourniquet (C-A-T), Orange	$20.69 ea
TQ0033-BLU	Combat Application Tourniquet (CAT) Trainer, Blue	$20.69 ea
TQ31W	SOF Tactical Tourniquet, Wide, Black, 5th Gen	$24.32 ea
TQ31W-ORG	SOF Tactical Tourniquet, Wide, Orange	$24.12 ea
TQ400	SWAT-Tourniquet, Black	$17.94 ea
TQ400-ORG	SWAT-Tourniquet, Orange	$18.07 ea
TQ9102	SAM Junctional Tourniquet	$262.20 ea
TQ999XTC	SAM Extremity Tourniquet, Hi-Viz Orange	$26.19 ea
TQ999XTC-BLU	SAM XT Extremity Tourniquet, Hi-Viz Blue	$26.19 ea
ZMED_384	QuikClot Hemorrhage Control Training Kit	$458.85 ea

Immobilization

Item No	Description	Contract Prices
CC3100L	Cervical Collar, Soft Foam, Large	$4.49 ea
CC3100M	Cervical Collar, Soft Foam, Medium	$4.49 ea
CC3100S	Cervical Collar, Soft Foam, Small	$4.49 ea
CX050	Laerdal Extrication Collar Carrying Bag, Blue	$25.88 ea
CX130PLUS	New XCollar PLUS Cervical Splint, Orange	$15.18 ea, $485.76 cs-32
CX150PLUS	XCollar PLUS Cervical Splint, Clear	$15.18 ea, $425.04 cs-28

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Item No	Description	Contract Prices
CX200	Laerdal STIFNECK Extrication Collar, Baby No-Neck	$6.20 ea
CX300	Laerdal STIFNECK Extrication Collar, Pediatric	$6.20 ea
CX325	Laerdal STIFNECK Extrication Collar, No-Neck	$6.20 ea
CX400	Laerdal STIFNECK Extrication Collar, Short	$6.20 ea
CX475	Laerdal STIFNECK Extrication Collar, Regular	$6.20 ea
CX550	Laerdal STIFNECK Extrication Collar, Tall	$6.20 ea
CX641	Ambu PERFIT Extrication Collar, Infant	$5.00 ea, $100.00 cs-20
CX642	Ambu PERFIT Extrication Collar, Pediatric	$5.00 ea, $100.00 cs-20
CX643	Ambu PERFIT Extrication Collar, Neckless	$5.00 ea, $100.00 cs-20
CX644	Ambu PERFIT Extrication Collar, Short	$5.00 ea, $100.00 cs-20
CX645	Ambu PERFIT Extrication Collar, Regular	$5.00 ea, $100.00 cs-20
CX646	Ambu PERFIT Extrication Collar, Tall	$5.00 ea, $100.00 cs-20
CX777	Spinal Care Kit Case, Yellow	$24.08 ea
CX778-BLU	Spinal Care Kit Case, Vertical Version, Royal Blue	$24.08 ea
CX900	Laerdal STIFNECK Adjustable Select Collar	$6.86 ea, $343.24 cs-50
CX900P	Laerdal STIFNECK Adjustable PEDI-Select Collar	$6.86 ea, $137.28 cs-20
CXACE	Ambu Perfit ACE Extrication Collar	$6.20 ea, $186.00 cs-30
CXACE3	Ambu Perfit ACE Collar w/Head Wedge Immobilizer	$10.70 ea, $321.00 cs-30
CXMINI	Ambu Perfit Mini ACE Extrication Collar	$6.20 ea, $186.00 cs-30
CXSIP	SIPQuik C-Collar	$7.69 ea, $184.64 cs-24
EPAR_EP-801	OTD Upper Thigh Nylon Strap System, Blue	$6.66 ea
EPAR_EP-802	OTD Elastic Strap Set - 3 Straps: Thigh, Knee and Ankle	$12.14 st
EPAR_EP-803	OTD Elastic Strap - Thigh, Red	$7.57 ea
EPAR_EP-804	OTD Elastic Strap - Knee, Yellow	$7.57 ea
EPAR_EP-805	OTD Elastic Strap - Ankle, Green	$7.57 ea
EPAR_EP-806	OTD Ankle Hitch, Black w/Colored Tabs	$9.09 ea
EPAR_EP-807	OTD Pole Assembly, Gold	$12.17 ea
EPAR_EP-808	OTD, Boot Hitch, Black w/ Colored Tabs	$34.96 ea
EPAR_EP-809	OTD Replacement Bag, Orange	$7.23 ea
FLEM_35842	Pedi-Air-Align Replacement Straps	$37.26 ea
FLEM_35843	Pedi Replacement Head Blocks (3 sets of 2)	$26.91 pk
FLEM_35844	Pedi-Air-Align Carry Case	$37.26 ea
HWEL_EV14	Carry Case, 3-Piece Splint Set	$38.64 ea
HWEL_EV15FSPM	Adapter for FASPLINT Pump to EVAC-U-SPLINTS	$6.18 ea
HWEL_EV15P	Replacement MaxiValve Kit (pack of 3)	$32.78 ea
HWEL_EV15PSA	MaxiValve Suction Unit Adapter	$10.70 ea

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Item No	Description	Contract Prices
HWEL_EV30	Patches, Hartwell EVAC-U-SPLINT Splint	$5.28 pk-10
HWEL_FS14RC	FASPLINT Replacement Case, Rectangular	$43.13 ea
HWEL_FSF14	FASPLINT Replacement Carry Case, Fullbody	$53.82 ea
HWEL_FSH14	FASPLINT Replacement Carry Case, HalfBack	$51.75 ea
HWEL_MT14	Carry Case, EVAC-U-SPLINT Mattress	$72.45 ea
MINT_S323	Repl. Case for SP301/SP304, Blue	$29.33 ea
MINT_S324	Ischio Perineal Cushion (saddle) for SP301/SP304	$8.94 ea
MINT_S342	Ankle Harness for SP301/SP304	$24.81 ea
MINT_S345	Pedal Pinion (figure 8 strap) for SP301/SP304	$8.94 ea
MINT_S357	Abductor Bridal (thigh strap) for SP301/SP304	$11.01 ea
MINT_TC301	Tensor Cravat Kit (2ea TC460-24, 1ea TC460-32)	$31.40 ea
MSI_MS-92263	Case Only, Extrication Device	$19.32 ea
MTEK_81-A2560	Replacement Double Action Vacuum Pump	$54.86 ea
SP02788A	T-PODResponder Pelvic Stabilization Device	$91.08 ea
SP1000	FASPLINT Full Body Vac Splint w/o case and pump	$178.02 ea
SP1000HB	Hartwell FASPLINT HALFBACK Vacuum Splint	$134.55 ea
SP100262	Slishman Traction Splint	$136.59 ea
SP101	Hartwell EVAC-U-SPLINT Splint, Small	$72.45 ea
SP102	Hartwell EVAC-U-SPLINT Splint, Medium	$103.16 ea
SP103	Hartwell EVAC-U-SPLINT Splint, Large	$137.66 ea
SP12	Hartwell EVAC-U-SPLINT Pump, Large	$141.45 ea
SP12C	Hartwell EVAC-U-SPLINT Pump, Compact	$132.48 ea
SP13A	EVAC-U-SPLINT Patient Restraint for Mattress	$33.12 ea
SP1500	FASPLINT Full Body Vac Splint w/Case	$234.60 ea
SP191	Improved Traction Device (I.T.D.)	$98.86 ea
SP265	Faretec QD-4 Leg Traction Kit	$155.25 ea
SP30	Hartwell EVAC-U-SPLINT Vacuum Splint 3-Piece Set	$458.85 ea
SP3000	FASPLINT Full Body Vac Splint w/Pump & Case	$382.95 ea
SP3000C	FASPLINT Full Body Vac Splint w/Compact Pump/Case	$376.05 ea
SP3000HB	Hartwell FASPLINT HALFBACK Vacuum Splint	$327.75 ea
SP3006	Hartwell EVAC-U-SPLINT Vacuum Mattress Set	$683.10 ea
SP30RET	Hartwell EVAC-U-SPLINT MaxiValve Retrofit Kit	$43.82 ea
SP3908	MED SPEC ProSplint Kit	$148.35 ea
SP3909	MED SPEC ProSplint Original Kit	$169.05 ea
SP4000P	Hartwell EVAC-U-SPLINT Pediatric Mattress Set	$500.25 ea
SP443RAH	FERNOTRAC Splint Strap Set w/Ankle Hitch, Pedi	$45.89 ea

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SP444RAH	FERNOTRAC Splint Strap Set w/Ankle Hitch, Adult	$45.89 ea
SP5000	EMS IMMOBILE-VAC Vacuum Splint Mattress Set	$431.06 ea
SP556L	SAM Pelvic Sling II, Large Size	$57.27 ea
SP556M	SAM Pelvic Sling II, Standard Size	$57.27 ea
SP556S	SAM Pelvic Sling II, Small Size	$57.27 ea
SP6600	EMS IMMOBILE-VAC Mattress / Extremity Set	$758.02 ea
SP8000FK	DUKAL Tech-Med Fracture Kit	$129.62 ea
SP801	Hartwell FASPLINT Vacuum Splint, Small	$16.91 ea, $169.05 bx-10
SP802	Hartwell FASPLINT Vacuum Splint, Medium	$24.15 ea, $241.50 bx-10
SP803	Hartwell FASPLINT Vacuum Splint, Large	$31.05 ea, $310.50 bx-10
SP815	Hartwell FASPLINT Tapered Adapter	$11.90 ea
SP90010	Hartwell FASPLINT Vacuum Splint w/Compact Pump	$234.60 ea
SP90012	Hartwell FASPLINT Vacuum Splint w/Economy Pump	$151.80 ea
SP901A	OPTIMUM Traction Device (O.T.D.)	$67.52 ea
SP9075	Hartwell EVAC-U-SPLINT System	$1207.50 ea
SP912	Hartwell FASPLINT Vacuum Pump, Economy	$44.85 ea
SP912C	Hartwell FASPLINT Vacuum Pump, Compact	$134.55 ea
SS120	Cardboard Splint, Padded with Foam, 12"	$1.79 ea, $17.94 pk-10, $179.40 cs-100
SS120WF	Cardboard Splint, 12"	$0.90 ea, $8.97 pk-10, $89.70 cs-100
SS180	Cardboard Splint, Padded with Foam, 18"	$2.14 ea, $21.39 pk-10, $213.90 cs-100
SS180WF	Cardboard Splint, 18"	$0.93 ea, $9.32 pk-10, $93.15 cs-100
SS240	Cardboard Splint, Padded with Foam, 24"	$2.66 ea, $26.57 pk-10, $132.83 cs-50
SS240WF	Cardboard Splint, 24"	$1.07 ea, $10.70 pk-10, $53.48 cs-50
SS3529	ActiSplint Multi-Purpose Universal Splint, 36", Flat	$4.97 ea, $248.40 cs-50
SS3533R	ActiSplint Multi-Purpose Splint, 36" w/Sensi-Wrap	$4.97 ea, $248.40 cs-50
SS360	Cardboard Splint, 36"	$15.18 pk-10, $75.90 cs-50
SS4200-ORG	SAM SPLINT, X-Large Size, 5 1/2" x 36", Orange	$8.97 ea
SS7700-GRY	SAM SPLINT, Wrist Size, 4 1/4" x 9", Gray	$3.28 ea
SS7700-ORG	SAM SPLINT, Wrist Size, 4 1/4" x 9", Orange	$3.28 ea
SS8200-GRY	SAM SPLINT, Junior Size, 4 1/4" x 18", Gray	$6.42 ea, $154.01 cs-24
SS8200-ORG	SAM SPLINT, Junior Size, 4 1/4" x 18", Orange	$6.42 ea, $154.01 cs-24
SS9110	Wire Splint (Unit Size)	$3.42 ea
SS9200-GRY	SAM SPLINT, Standard Size, 4 1/4" x 36", Gray	$6.87 ea, $411.93 cs-60
SS9200-ORG	SAM SPLINT, Standard Size, 4 1/4" x 36", Orange	$6.87 ea, $411.93 cs-60
SS9201	SAM SPLINT, Finger Sam Splint	$1.06 ea, $12.75 bx-12
SW2253-GRN	MedSource Extrication Device, Green	$66.59 ea

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SW484C	LSP/Allied Pediatric Board Carrying Case	$47.96 ea
SW484HH	LSP/Allied Pediatric Board Head Harness	$76.25 ea
SW5841-TEAL	Iron Duck PEDI-AIR-ALIGN System, Teal	$207.69 ea
SW5841-YEL	Iron Duck PEDI-AIR-ALIGN System, Yellow	$207.69 ea
SW701S	Replacement Chin/Forehead Straps (pair)	$11.01 pr
SY100	Laerdal HEADBED II Head Immobilizer	$4.14 ea, $41.40 pk-10, $414.00 cs-100
SY100P	Laerdal HEADBED II PadPack	$6.62 pk
SY102	Multi-Grip Head Immobilizer, Child	$4.31 ea, $215.63 cs-50
SY103	Multi-Grip Head Immobilizer, Infant	$4.31 ea, $194.06 cs-45
SY104	Multi-Grip Head Immobilizer, Adult	$4.31 ea, $86.25 cs-20
SY1429	Morrison Medical REDHEAD Head Immobilizer	$82.77 ea
SY401	HEAD-ON System	$5.49 pr, $109.71 cs-20
SY401S	HEAD-ON System with Straps	$8.25 pr, $164.91 cs-20
SY675	Ambu NAJO Head Wedge Head Immobilizer	$4.06 ea, $406.00 cs-100
SY830	SPEEDBLOCKS Head Immobilizer Starter Pack	$39.33 ea
SY835	Laerdal SPEEDBLOCKS Head Immobilizer Blocks Set	$21.39 ea
SY840	SPEEDBLOCKS Head Immobilizer Strap and Pad Set	$15.53 ea
SY975	Laerdal STA-BLOK Head Immobilizer	$4.04 ea, $121.10 cs-30
VT7	SAM SPLINT Training DVD	$5.52 ea

Infection Control

Item No	Description	Contract Prices
3M_FT-11	Replacement Sensitivity Solution, Sweet (Box of 6)	$107.64 cs
3M_FT-12	Replacement Fit Test Solution, Sweet (Box of 6)	$108.97 cs
AB105-BLK	PMK Holster	$7.56 ea
AB140-BLU	Ambu RES-CUE KEY, Blue	$4.97 ea, $124.20 bg-25
AB140-RED	Ambu RES-CUE KEY, Red	$4.97 ea, $124.20 bg-25
AB150	C.P.R. MICROSHIELD	$5.42 ea, $54.20 bx-10
AB345	C.P.R. MICROSHIELD-PLUS Resealable Zip Pouch	$6.56 ea, $65.60 bx-10
AB46	Laerdal Face Shield	$17.94 bx-10
AB4921	DYNAREX CPR Shield w/one way valve, Bagged	$1.73 ea, $172.50 cs-100
AB52	Ambu RES-CUE MASK SYSTEM, Hard Case	$5.17 ea
AB52SC	Ambu RES-CUE MASK SYSTEM, Soft Case	$5.93 ea
AB53	Ambu RES-CUE MASK SYSTEM with O2 inlet, Hard Case	$6.13 ea
AB54	Ambu RES-CUE MASK One-Way Valve and Filter	$2.34 ea
AB58SC	Ambu RES-CUE MASK SYSTEM with Adult & Infant Mask	$13.66 ea

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Item No	Description	Contract Prices
AB82-BAG	Laerdal POCKET MASK in Polybag	$7.31 ea
AB82-BLK	Laerdal POCKET MASK w/Gloves & Wipe, Black Case	$12.94 ea
AB82-BLU	Laerdal POCKET MASK w/Gloves & Wipe, Blue Case	$12.94 ea
AB8211	Laerdal POCKET MASK w/Gloves & Wipe, Yellow Case	$11.59 ea
AB83-BAG	Laerdal POCKET MASK with O2 Inlet in Polybag	$12.90 ea
AB85	Laerdal Pediatric POCKET MASK	$13.77 ea
AL1175	CaviWipes Tub Wall Mounting Bracket	$20.01 ea
AL20	Nail Polish Remover Pad	$5.21 bx-100
AL2104	Hand Sanitizer 70% alcohol, 4 oz Flip Cap w/ Aloe	$1.47 ea, $88.20 cs-60
AL22019	QUIK-CARE Holder for 7 oz.	$1.90 ea
AL22357	QUIK-CARE Holder for 15 oz.	$2.69 ea
AL257	VIONEX Antimicrobial Soap, 18 oz.	$9.66 ea, $115.92 cs-12
AL258	VIONEX Antimicrobial Soap, Gallon	$34.16 ea, $136.62 cs-4
AL2591	SaniSpray HP20 Cordless Handheld Sprayer	$1207.50 ea
AL2592	Tactical Strike Concentrated Cleaner, 1 gallon	$62.10 gl, $248.40 cs-4
AL32713	QUIK-CARE Antimicrobial Foaming Hand Rub, 7 oz.	$4.11 ea, $49.27 cs-12
AL32729	QUIK-CARE Antimicrobial Foaming Hand Rub, 15 oz.	$8.62 ea, $103.44 cs-12
AL3440	SAFETEC p.a.w.s. Towelettes	$4.40 bx-100, $44.00 cs-1000
AL353A	SANI-HANDS ALC Hand Wipe (Tub of 135)	$6.18 ea, $74.11 cs-12
AL354A	SANI-HANDS ALC Antimicrobial Towelette	$5.66 bx-100, $56.60 cs-1000
AL35910	Sanizide Pro 1 Spray, 32 oz	$12.08 ea, $72.48 cs-6
AL35926	Sanizide Pro 1 Individual Wipes	$18.98 bx-50, $113.85 cs-300
AL38000	SAFETEC Equip Wipe Towelettes	$5.66 bx-100, $56.60 cs-1000
AL40	SAFETEC Instant Hand Sanitizer, 4 oz.	$2.14 ea, $51.34 cs-24
AL413872	SANI-CLOTH AF3 Wipe, Large, TUB of 160 Wipes	$8.25 ea, $98.95 cs-12
AL463884	SANI-CLOTH AF3 Wipe, X-Large, TUB of 65 Wipes	$10.01 ea, $60.03 cs-6
AL48	SAFETEC Instant Hand Sanitizer Bag-In-Box Refill Manual Disp	$7.31 ea, $87.77 cs-12
AL4810	SaniZide Plus Surface Disinfectant Spray, 32 oz	$9.49 ea, $56.93 cs-6
AL4815	SaniZide Plus Surface Disinfectant Spray, Gallon	$23.81 ea, $95.22 cs-4
AL5000	CaviCide1 Surface Disinfectant, 1 Gallon	$28.98 ea, $115.92 cs-4
AL5024	CaviCide1 Surface Disinfectant Spray, 24 oz	$11.04 ea, $132.48 cs-12
AL5100	CaviWipes1 Surface Disinfectant Cloths, TUB/160	$8.66 ea, $103.91 cs-12
AL5150	CaviWipes1 XL Surface Disinfectant, TUB/65	$11.21 ea, $134.55 cs-12
AL525	SUPER SANI-CLOTH Wipe, Large, TUB of 160 Wipes	$6.18 ea, $74.11 cs-12
AL535	SUPER SANI-CLOTH Wipe, Large, individual packet	$9.32 bx-50
AL545	SUPER SANI-CLOTH Wipe, X-Large Packet	$26.22 bx-50

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Item No	Description	Contract Prices
AL5782	Hero Wipes, FIRE, Soft pack (48ct)	$165.60 cs-12
AL60112	Microdot Minute Wipe, Tub of 160	$9.32 ea, $111.78 cs-12
AL60201	Microdot Minute Wipe, FlatPack, Pack of 60	$79.20 cs-24
AL65121	Hygenall ToxOff Cleaner, 1 Qt, Spray Bottle	$165.60 cs-12
AL65122	Hygenall ToxOff Laundry Concentrate, 5 Gallon Bucket	$113.85 ea
AL65180	Hygenall FieldWash, Foaming Soap, 18.5 oz bottle	$16.10 ea, $193.17 cs-12
AL65181	Hygenall FieldWash, Foaming Soap, 1 gallon	$134.55 cs-4
AL65190	Hygenall FieldWipes, Individually Wrapped	$82.80 cs-60
AL65191	Hygenall FieldWipes, 7" x 8", TUB of 45 wipes	$120.75 cs-12
AL7000	SAFETEC Lens Cleaner Wipe, 5" x 8"	$6.18 bx-100
AL7354	SAFETEC Instant Hand Sanitizer, 16 oz.	$7.07 ea, $84.87 cs-12
AL81	PDI SEE CLEAR Eyeglass Cleaning Wipe	$5.28 bx-120
AL86984	SUPER SANI-CLOTH Wipe, X-Large, TUB of 65 Wipes	$8.14 ea, $48.85 cs-6
AL9221	3M AvagardD Instant Hand Antiseptic, 3 oz.	$3.11 ea, $149.04 cs-48
AL9222	3M AvagardD Instant Hand Antiseptic, 16 oz.	$11.04 ea, $132.48 cs-12
AL9226	Wall Mount Bracket for 3M AvagardD 16 oz. Pump	$3.11 ea
AL93040	CHLORAPREP Applicator, 3 ml, Clear, Sterile	$2.07 ea, $51.75 bx-25
BH105	Biohazard Bag, 9" x 12", 2.0 mil, ZIP-CLOSURE	$0.16 ea, $15.87 pk-100, $158.70 cs-1000
BH107	Biohazard Bag, 12" x 15", 2.0 mil, ZIP-CLOSURE	$0.41 ea, $41.40 pk-100, $207.00 cs-500
BH108	Biohazard Bag, 25" x 34", 1.2 mil, 12-16 Gallon	$0.17 ea, $4.31 pk-25, $43.13 cs-250
BH116	Biohazard Bag, 23" x 23", 1.5 mil, 7-10 Gallon	$0.14 ea, $3.62 rl-25, $72.45 cs-500
BH117	Biohazard Bag, 30.5" x 41", 1.5 mil, 30 Gallon	$0.32 ea, $80.00 cs-250
BH30261	Specimen Bags, 6" x 9" (Bag of 100)	$9.59 bg, $95.91 cs-10
BH34	Biohazard Label, Self-adhesive, 3 in x 4 in	$0.68 ea, $68.31 pk-100
BH4575	Biohazard Bag, 55" x 60", 2.0 mil, 60 Gallon	$1.73 ea, $86.25 cs-50
BH999	Biohazard BOARD Bag, 24" x 86", 2.0 mil	$190.00 rl-100
CAMB_600-12	Microdot Bleach Wipe, Tub of 160	$9.90 ea, $118.80 cs-12
GATE_6980	Cover2 Over-the-Glasses, Black Frame, Clear Lens	$28.36 bx-10
HP1158	MetriMist Natural Aromatic Deodorizer, 8 oz	$6.04 ea
IC04	Infectious Control CleanUp Kit	$4.38 ea
IC10	RED-Z Fluid Control Powder, 5 oz. Shaker Bottle	$6.66 ea, $159.80 cs-24
IC11356	3M Light Vision Protective Eyewear	$148.35 bx-10
IC1506	Infectious Control N95 Kit	$4.11 ea
IC1507	Infectious Control N95 Kit	$6.18 ea
IC1508	Infectious Control N95 Kit	$5.87 ea
IC1615	SCORPION Eyewear, Scorpion Mag, 1.5 Diopter	$5.49 ea, $54.86 bx-10

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IC1620	SCORPION Eyewear, Scorpion Mag, 2.0 Diopter	$5.49 ea, $54.86 bx-10
IC1625	SCORPION Eyewear, Scorpion Mag, 2.5 Diopter	$5.49 ea, $54.86 bx-10
IC1630	SCORPION Eyewear, Scorpion Mag, 3.0 Diopter	$5.49 ea, $54.86 bx-10
IC1810	3M Fit Test Apparatus (Sweet)	$265.65 ea
IC1831A	3M Sensitivity Solution, Bitter (Box of 6)	$116.97 bx
IC1832A	3M Fit Test Solution, Bitter (Box of 6)	$116.97 bx
IC1860	3M 1860 Respirator N95 Masks, Regular	$22.40 bx-20, $134.40 cs-120
IC1860S	3M 1860S Particulate Respirator N95 Masks, Small	$22.40 bx-20, $134.40 cs-120
IC1870PLUS	3M 1870+ Particulate Respirator N95 Mask	$622.38 cs-440
IC1870PLUS-EA	3M 1870+ Particulate Respirator N95 Mask	$1.73 ea
IC1976	LUMINARY Eyewear, Pacific Blue Lens	$20.63 bx-10
IC1979	LUMINARY Eyewear, Clear Anti-Fog Lens	$2.83 ea, $28.29 bx-10
IC1980	LUMINARY Eyewear, Clear Lens	$1.83 ea, $18.29 bx-10
IC2101	Bouffant Cap, 21" White	$11.04 bx-100, $55.20 cs-500
IC2311	Disposable Surgical Mask (Level 3), Blue	$20.67 bx-50
IC2807	Coverall Face Shield, Clear w/Comfort Headband	$1.38 ea, $138.00 cs-100
IC2879	CONQUEROR Eyewear, Black Frame, Anti-Fog Lens	$3.42 ea, $34.16 bx-10
IC2879CAMO	CONQUEROR Eyewear, Camo Frame, Anti-Fog Lens	$4.24 ea, $42.44 bx-10
IC2880	CONQUEROR Eyewear, Black Frame, Clear Lens	$2.75 ea, $27.53 bx-10
IC30	RED-Z Fluid Control Powder, 3/4 oz. Pouch	$1.14 ea, $113.85 cs-100
IC340L	Coverall, Large	$3.11 ea, $77.75 cs-25
IC340XL	Coverall, X-Large	$3.11 ea, $77.75 cs-25
IC340XXL	Coverall, XX-Large	$3.11 ea, $77.75 cs-25
IC3680	StarLite SM Eyewear, Pink with Clear Lens	$1.31 ea, $13.11 bx-10
IC370M	PARALLAX Eyewear, Indoor-Outdoor Lens	$2.86 ea, $28.64 bx-10
IC3779	PARALLAX Eyewear, Clear Anti-Fog Lens	$2.93 ea, $29.33 bx-10
IC3780	PARALLAX Eyewear, Clear Lens	$2.14 ea, $21.39 bx-10
IC3780PNK	PARALLAX Eyewear, Pink with Clear Lens	$2.14 ea, $21.39 bx-10
IC4180	4 x 4 Eyewear, Clear Lens	$2.28 ea, $22.77 bx-10
IC4183	4 x 4 Eyewear, Gray Lens	$2.62 ea, $26.22 bx-10
IC45079	Wheelz Goggle Eyewear, Clear Anti-Fog Lens	$3.11 ea, $31.05 bx-10
IC460M	StarLite Eyewear, Indoor-Outdoor Lens	$1.73 ea, $17.25 bx-10
IC4615	StarLite Eyewear, StarLite Mag, 1.5 Diopter	$4.49 ea, $44.85 bx-10
IC4620	StarLite Eyewear, StarLite Mag, 2.0 Diopter	$4.49 ea, $44.85 bx-10
IC46727	FLUIDSHIELD N95 Particulate Filter Respirator Mask, Regular	$86.10 bx-35, $516.60 cs-210
IC4680	StarLite Eyewear, Clear Lens	$1.37 ea, $13.73 bx-10

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Item No	Description	Contract Prices
IC47950	Halyard Qualitative Fit Test Kit	$155.04 ea
IC54-BLK	STROBE Eyewear, Black Frame, Clear Lens	$1.37 ea, $13.66 bx-10
IC6300	Isolation Kit w/ Gown, Mask/Eye Shield, Gloves & Bio Bag	$8.63 ea, $215.63 cs-25
IC64A-BLK	DooDadz Eyewear Holders, Black	$1.21 ea, $12.14 bg-10
IC68-AMB	SCORPION Eyewear, Black Frame, Amber Lens	$2.73 ea, $27.26 bx-10
IC68-BLK	SCORPION Eyewear, Black Frame, Clear Lens	$2.48 ea, $24.84 bx-10
IC68-GRY	SCORPION Eyewear, Black Frame, Gray Lens	$2.73 ea, $27.26 bx-10
IC68SM-BLK	SCORPION Eyewear, 10% Smaller, Black Frame, Clear Lens	$2.48 ea, $24.84 bx-10
IC75-CLR	StarLite Squared Eyewear, Clear Lens	$1.52 ea, $15.18 bx-10
IC75-GRY	StarLite Squared Eyewear, Gray Lens	$1.79 ea, $17.94 bx-10
IC7773	Shoecover, Heavy Polyethylene, XL	$0.41 ea, $123.00 cs-300
IC8000	Safety Eyewear Case with Drawstring	$2.07 ea, $20.70 pk-10
IC80201	SANIFOLD N95 Respirator Mask	$14.25 bx-20, $170.98 cs-240
IC80202V	SANIFOLD N95 Respirator Mask with Vent	$23.81 bx-20, $285.67 cs-240
IC80502V	TRUAIR Vented N100 Particulate Respirator	$4.07 ea, $20.36 bx-5, $244.26 cs-60
IC817021	Alphatec Bound Hooded Coverall, Size Medium	$7.18 ea, $179.40 cs-25
IC817022	Alphatec Bound Hooded Coverall, Size Large	$7.18 ea, $179.40 cs-25
IC817023	Alphatec Bound Hooded Coverall, Size X-Large	$7.18 ea, $179.40 cs-25
IC817024	Alphatec Bound Hooded Coverall, Size 2X-Large	$7.18 ea, $179.40 cs-25
IC817025	Alphatec Bound Hooded Coverall, Size 3X-Large	$7.18 ea, $179.40 cs-25
IC8576	P2 Impervious Isolation Gown, Universal Size	$1.45 ea, $21.74 bx-15, $108.68 cs-75
IC86792	Protective Gown Thumb Loop, OTH Easy-Tear Neck Poly	$112.50 cs-75
IC90	FLUIDSHIELD Mask with WrapAround Visor	$32.09 bx-25, $128.34 cs-100
IC91	FLUIDSHIELD Procedure Mask	$13.80 bx-40, $138.00 cs-400
IC91018	Face Mask, 3 Layer, Disposable	$12.50 bx-50
IC9105	3M VFlex N95 Respirator Mask, Standard	$26.50 bx-50, $212.00 cs-400
IC96A	Utility Spectacles Safety Glasses	$1.21 ea, $12.08 bx-10
IC9772	Face Mask with Eye Shield	$23.12 bg-10, $231.15 cs-100
ID20000	Opioid Personal Protection Kit	$93.15 cs-10
KIMB_25679EA	Safety Glasses, NEMESIS V30 ANTI-FOG	$4.66 ea, $55.89 cs-12
KT1861	Philips Fast Response Kit	$32.85 ea
MEDE_F135	Biohazard Bag, 40" x 46", 1.2ML	$49.68 cs-100
MEDP_38380824	Clorox Hydrogen Peroxide Wipe, TUB/95	$10.01 ea, $60.03 cs-6
PA100	Spit Sock Hood	$3.28 ea, $163.88 bg-50
PA22750	HYGEA Washcloth, Re-Sealable SoftPak (pk/48)	$2.24 ea, $26.91 cs-12

Instruments / Personal

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ADC_ADC3656	Umbilical Scissors, non-sterile	$6.04 ea
CB10017	SAUNDERS A-Holder Clipboard, Letter Size	$23.12 ea
CB60A	SAUNDERS Cruiser Mate II Clipboard, Legal Size	$24.84 ea
CB61A	SAUNDERS Cruiser Mate II Clipboard, Letter Size	$22.08 ea
CB70	SAUNDERS Redi-Rite Clipboard, Legal Size	$25.01 ea
CB71	SAUNDERS Redi-Rite Clipboard, Letter Size	$22.43 ea
DD12X12D	STAR-OF-LIFE Decal, 12" x 12", Diecut	$12.42 ea
DD2X2D	STAR-OF-LIFE Decal, 2" x 2", Diecut	$0.66 ea
DD3X3D	STAR-OF-LIFE Decal, 3" x 3", Diecut	$1.21 ea
DD460	Pin, Stork with Baby, Blue	$3.80 ea
DD465	Pin, Stork with Baby, Pink	$3.80 ea
DD4X4D	STAR-OF-LIFE Decals 4" x 4", Diecut	$1.86 ea
HH_KLEVERKUTTER	Klever Kutter Safety Cutter, Red	$3.42 ea
HP1	MAX Hearing Protector (pair)	$36.00 bx-200
HP1002	3M Push-Ins Earplug (pair)	$50.72 bx-200
HP1003	3M Push-Ins Earplug with Cord	$86.02 bx-200
HP202	GloPlugz Earplug (pair)	$0.09 ea, $17.94 bx-200
HP212	GloPlugz Earplug with Cord	$0.18 ea, $17.94 bx-100
HP30	MAX Hearing Protector with cord	$34.00 bx-100
IN001-BLK	MEDICUT Paramedic Shears, 7 1/4", Black	$3.21 ea, $32.09 bx-10
IN001-BLU	MEDICUT Paramedic Shears, 7 1/4", Blue	$3.21 ea, $32.09 bx-10
IN001-BUR	MEDICUT Paramedic Shears, 7 1/4", Burgundy	$3.59 ea, $35.88 bx-10
IN001-GRN	MEDICUT Paramedic Shears, 7 1/4", Dark Green	$3.59 ea, $35.88 bx-10
IN001-ORG	MEDICUT Paramedic Shears, 7 1/4", Orange	$3.59 ea, $35.88 bx-10
IN001-PNK	MEDICUT Paramedic Shears, 7 1/4", Pink	$3.59 ea, $35.88 bx-10
IN001-PUR	MEDICUT Paramedic Shears, 7 1/4", Violet	$3.59 ea, $35.88 bx-10
IN001-RED	MEDICUT Paramedic Shears, 7 1/4", Red	$3.59 ea, $35.88 bx-10
IN001-ROY	MEDICUT Paramedic Shears, 7 1/4", Royal Blue	$3.59 ea, $35.88 bx-10
IN001-TAC	MEDICUT Paramedic Shears, 7 1/4", Tactical Black	$6.87 ea
IN001-TEA	MEDICUT Paramedic Shears, 7 1/4", Teal	$3.59 ea, $35.88 bx-10
IN001-YEL	MEDICUT Paramedic Shears, 7 1/4", Yellow	$3.59 ea, $35.88 bx-10
IN002-BLK	MINI MEDICUT Paramedic Shears, 5 1/2", Black	$4.00 ea, $40.02 bx-10
IN002-RED	MINI MEDICUT Paramedic Shears, 5 1/2", Red	$4.00 ea, $40.02 bx-10
IN033	Window Punch	$8.25 ea, $82.46 bg-10
IN101	First Aid Scissors, Economy	$1.21 ea

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IN102	Bandage Scissors, 5 1/2"	$2.65 ea
IN103	Bandage Scissors, 7 1/4"	$4.00 ea
IN170	Iris Scissors, 4 1/2", Straight	$2.28 ea
IN171	Iris Scissors, 4 1/2", Curved	$2.46 ea
IN220	Kelly Forceps, 5 1/2", Straight	$3.13 ea
IN221	Kelly Forceps, 5 1/2", Curved	$3.13 ea
IN2372	ADTOOL Multifunction Tool	$13.77 ea
IN371	Splinter Forceps, 3 1/2"	$1.97 ea
IN389	Splinter Forceps, 4 1/2"	$1.97 ea
IN4050	Plastic Tweezer, Disposable	$0.45 ea
IN4110	Scalpel, Disposable, #10 Blade	$6.90 bx-10
IN4111	Scalpel, Disposable, #11 Blade	$6.90 bx-10
IN4160	Safety Scalpel, #10 Blade	$10.83 bx-10
IN4161	Safety Scalpel, #11 Blade	$10.83 bx-10
IN4191	Bandage Shears, 5 1/2" Mini, Black	$1.90 ea
IN50188-BLK	XSHEAR Heavy Duty Trauma Shears, Black Titanium	$28.64 ea
IN50188-BLU	XSHEAR Heavy Duty Trauma Shears, Blue/Gray	$26.22 ea
IN555-BLK	Economy Paramedic Shears, 7 1/4", Black	$1.72 ea, $85.91 bx-50
IN555-BLU	Economy Paramedic Shears, 7 1/4", Blue	$1.72 ea, $85.91 bx-50
IN555-RED	Economy Paramedic Shears, 7 1/4", Red	$1.72 ea, $85.91 bx-50
IN7320	SPLINTER OUT Sterile Splinter Removers	$2.80 pk-10
IN920	ADC Ring Cutter	$15.84 ea
IN920B	ADC Ring Cutter Replacement Blade	$6.18 ea
IN960	Economy Ring Cutter	$8.94 ea
IN960B	Economy Ring Cutter Replacement Blade	$3.80 ea
IR138-BLK	HAWKE EMT Holster, Vertical, Complete	$13.08 ea
IR138E-BLK	HAWKE EMT Holster, Vertical, Empty	$8.94 ea
IR5111-RED	Meret PPE PROPack, ICB Red	$20.67 ea
IR5111-YEL	Meret PPE PROPack, ICB Yellow	$20.67 ea
KT041	UMBILICAL CORD Clamp	$1.35 ea
PL1008	ADLITE Penlight with pupil gauge	$0.68 ea, $4.10 pk-6
PL1920	Pelican LED Flashlight, Aluminum, Black	$24.50 ea
PL3310	Pelican LED Photoluminescent Flashlight	$26.67 ea
PL3520	METALITE Reusable Penlight	$2.75 ea, $27.53 bx-10
RBFI_RB-101M-LG	Vest, Triple Trim ANSI Multi size, Lime Green	$24.12 ea
SK14916	Mini Permanent Marker, Black, with Cap Clip	$2.97 ea

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Item No	Description	Contract Prices
SPAC_G32000FL	StatPacks G3 Basic Safety Vest	$38.64 ea
SPAC_G32001FL	StatPacks G3 Advanced Safety Vest	$54.51 ea

IV Therapy

Item No	Description	Contract Prices
3M_CFF1-270	Curos Disinfecting Caps CFF1-270, bx/270	$144.90 bx
AMSI_MRSB-94	AMSAFE Y-Type Blood Set w/pump, MicroClave, 10 drop	$6.66 ea, $166.46 cs-25
AT0009	BOA Constricting Band	$6.87 ea
BBRA_352244	Extension Set, 8" w/ SAFEDAY and Spin-Lock	$2.42 ea, $241.50 cs-100
BBRA_375059	Metriset Add-On Burette Set, 150ml Chamber	$6.87 ea, $137.31 cs-20
BBRA_M8-5007	Medic Plastic Anti-Stick Needle/Connector	$0.45 ea, $112.13 bg-250
CS2300	THOMAS Cardiac / Drug Case	$77.28 ea
HCL_18319-RED	Easy Pull-Tight Seal, Numbered, Red, Bag/100	$27.26 bg
ID1005A	Drug Locks, Red (Bag of 250)	$28.64 bg
ID1060	Pullock Security Seals, Yellow (Strips of 10)	$1.24 st, $31.05 bg-25
ID1065	Elckette 3N Security Seals, Red (Bag of 250)	$41.33 bg
ID500	SOFT SACK IV Fluid Warmer	$447.12 ea
ID5114-BLU	FERNO Professional Medication Bag, Blue	$60.03 ea
ID5114-RED	FERNO Professional Medication Bag, Red	$60.03 ea
ID5116-BLU	FERNO Professional Intravenous Bag, Blue	$25.53 ea
ID5116-RED	FERNO Professional Intravenous Bag, Red	$25.53 ea
ID5120	SOFT SACK Power Converter, 120 vac to 12 vdc	$79.35 ea
ID5190	SOFT SACK Pressure Infuser	$139.38 ea
ID555	FLOORMOUNT IV Warmer	$396.75 ea
ID750	Conterra MED PRO Case - Yellow	$98.53 ea
ID800	Conterra MED PRO XL Case - Red	$155.70 ea
ID850	Conterra MED-LOC Case	$26.29 ea
ID910	Conterra I.V. "Ad-Wrap"	$25.19 ea
ID980A	Conterra I.V. Fluid Insulator	$21.36 ea
IO1001	BD IO Power Drill	$689.00 ea
IO1515	ILLINOIS Intraosseous Infusion Needle, 15 GA	$14.49 ea, $144.90 bx-10
IO1516	ILLINOIS Intraosseous Infusion Needle, 16 GA	$14.21 ea, $142.14 bx-10
IO1518	ILLINOIS Intraosseous Infusion Needle, 18 GA	$14.49 ea, $144.90 bx-10
IO1742	SAM IO Adapter	$9.32 ea
IO2515	BD Manual IO Needle Kit, 15mm	$78.66 ea
IO2525	BD Manual IO Needle Kit, 25mm	$78.66 ea

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Item No	Description	Contract Prices
IO2545	BD Manual IO Needle Kit, 45mm	$78.66 ea
IO3515	BD Powered Drill IO Needle Kit, 15mm	$137.00 ea
IO3525	BD Powered Drill IO Needle Kit, 25mm	$137.00 ea
IO3545	BD Powered Drill IO Needle Kit, 45mm	$137.00 ea
IO420	COOK Intraosseous Infusion Needle, Disposable	$54.17 ea
IO500A	Bone Injection Gun (BIG), Adult	$103.16 ea
IO500P	Bone Injection Gun (BIG), Pediatric	$103.16 ea
IO550TA	Bone Injection Gun (BIG) Training Kit, Adult	$89.70 ea
IO550TP	Bone Injection Gun (BIG) Training Kit, Pedi	$89.70 ea
IO700	SAM IO Driver	$123.51 ea
IO700CASE-ORG	SAM IO Field Storage Case	$41.37 ea
IO715	SAM IO Needle Assembly, 15mm	$61.41 ea
IO725	SAM IO Needle Assembly, 25mm	$61.41 ea
IO745	SAM IO Needle Assembly, 45mm	$61.41 ea
IO7740	SAM IO Stabilizer Assembly	$22.43 ea
IP16313	Sapphire Mini-Cradle with Splitter	$196.65 ea
IP16314	Sapphire Mini-Cradle	$120.75 ea
IP16352	Sapphire Travel Case	$137.31 ea
IP16353	Sapphire Communication Cable	$67.97 ea
IP16354	Sapphire Battery	$89.01 ea
IP16361	Sapphire USB to 4-Port RS232 Adapter	$172.50 ea
IP16414	Sapphire Power Cord	$127.65 ea
IP4005	INFU-SURG Pressure Infuser Bag, 500cc	$14.70 ea, $73.49 bx-5
IP4010	INFU-SURG Pressure Infuser Bag, 1000cc	$15.53 ea, $77.63 bx-5
IR7011-BLK	Universal Tourniquet Holder, Black	$8.94 ea
IS184R	SHARPS-tainer Sharps Container, 4.7 quart	$6.90 ea, $82.80 cs-12
IS185	SHARPS-tainer Sharps Container, 1.7 Quart	$3.42 ea, $68.40 cs-20
IS185S	SHARPS-tainer Sharps Container, 0.7 Quart	$3.52 ea, $140.80 cs-40
IS200SS	PARAMEDICS Sharps Safe	$4.66 ea, $55.92 bx-12
IS4838TR	SHARPS-A-GATOR Sharps Container, 5 quart	$5.00 ea, $150.08 cs-30
IS4841	SHARPS-A-GATOR Hidden Bracket	$7.07 ea
IS5488	BD Sharps Collector Sharps Container, 3.3 quart	$5.28 ea, $126.68 cs-24
IS5489	BD Sharps Collector Sharps Container, 6.9 quart	$9.32 ea, $111.78 cs-12
IS5490	BD Sharps Collector Sharps Container, 8.2 quart	$8.94 ea, $107.23 cs-12
IS5557	BD Sharps Collector Sharps Container, 1.4 quart	$4.35 ea, $156.49 cs-36
IS8507SA	SharpSafety Sharps Container, 5 Qt, Red	$5.86 ea, $117.16 cs-20

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Item No	Description	Contract Prices
IS8513-1	Covidien SharpSafety Sharps Containers, 5 Quart	$5.59 ea, $111.78 cs-20
IS8519-C	Wall Bracket -SharpSafety 5 quart and 1/2 gallon	$14.42 ea
IS8524-C	Wall Bracket for SharpSafety 2 gallon container	$13.70 ea
IS8900	Covidien Sharps Containers, 1 Quart	$2.66 ea, $265.65 cs-100
IS8970	Covidien SharpSafety Container, 2 Gallon	$4.66 ea, $93.15 cs-20
IS8975	Wall Bracket for 8970 Sharps Container	$16.32 ea
ISDART	SHARPS DART Sharps Container	$2.04 ea, $48.85 bx-24
ISFLIP	SharpSafety Transportable Sharps Container	$5.18 ea, $103.50 cs-20
ISKEEP	Needle/Syringe KEEPER Sharps Container	$1.62 ea, $19.44 bg-12, $233.28 cs-144
ISTRAP	SHARP-TRAP Sharps Container	$2.52 ea, $251.85 cs-100
IT100	MAD Device with 3cc Syringe	$7.76 ea, $194.06 bx-25
IT10161VP	VANISHPOINT Syringe, 1cc with 25 GA x 1" needle	$0.63 ea, $62.79 bx-100
IT103	MAD Device	$6.66 ea, $166.46 bx-25, $665.85 cs-100
IT10CC	Syringe, LUER SLIP, 10cc with markings to 12cc	$17.00 bx-100
IT10CCLL	Syringe, LUER LOCK, 10cc with markings to 12cc	$0.14 ea, $13.80 bx-100
IT11101	MedSource IV Guard IV Dressing (Box of 100)	$33.12 bx, $165.60 cs-5
IT1127	INTROCAN Safety 3 IV Catheter, 24 GA x .75"	$2.86 ea, $143.18 bx-50, $572.70 cs-200
IT1128	INTROCAN Safety 3 IV Catheter, 22 GA x 1"	$2.86 ea, $143.18 bx-50, $572.70 cs-200
IT1130	INTROCAN Safety 3 IV Catheter, 20 GA x 1.25"	$2.86 ea, $143.18 bx-50, $572.70 cs-200
IT1131	INTROCAN Safety 3 IV Catheter, 18 GA x 1.25"	$2.86 ea, $143.18 bx-50, $572.70 cs-200
IT1136	INTROCAN Safety 3 IV Catheter, 16 GA x 1.25"	$2.86 ea, $143.18 bx-50, $572.70 cs-200
IT1255	IV START PACK with I.V. Guard	$1.55 ea, $155.25 cs-100
IT125VP	VANISHPOINT Syringe, 1cc with 25 GA x 5/8" needle	$0.63 ea, $62.79 bx-100
IT1307	IV Start Kit, Tegaderm, 10ml Flush, Extension Set	$207.00 cs-50
IT140	MAD Device with 3cc Syringe and Vial Adapter	$9.14 ea, $228.56 bx-25
IT1412	BD INSYTE AUTOGUARD IV Catheter, 24 GA x .75"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1423	BD INSYTE AUTOGUARD IV Catheter, 22 GA x 1"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1434	BD INSYTE AUTOGUARD IV Catheter, 20 GA x 1.16"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1444	BD INSYTE AUTOGUARD IV Catheter, 18 GA x 1.16"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1454	BD INSYTE AUTOGUARD IV Catheter, 16 GA x 1.16"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1467	BD INSYTE AUTOGUARD IV Catheter, 14 GA x 1.75"	$2.40 ea, $120.06 bx-50, $480.24 cs-200
IT1620	3M TEGADERM Transparent Dressing (Box of 100)	$48.30 bx
IT1624W	3M TEGADERM Transparent Dressing (Box of 100)	$47.61 bx
IT18GA	Needle, 18 GA x 1.5"	$0.08 ea, $8.28 bx-100
IT19GA	Needle, 19 GA x 1-1/2"	$8.28 bx-100
IT1CC	Syringe, LUER SLIP, 1cc T.B. NO needle (Bx/100)	$13.80 bx

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IT1CC25	Syringe, LUER SLIP, 1cc TB w/25 GA x 5/8" needle	$0.15 ea, $15.18 bx-100
IT1CCLL	Syringe, LUER LOCK, 1cc	$0.28 ea, $27.60 bx-100
IT20CCLL	Syringe, LUER LOCK, 20 cc	$0.31 ea, $15.53 bx-50
IT20GA	Needle, 20 GA x 1"	$0.08 ea, $8.28 bx-100
IT21GA	Needle, 21 GA x 1-1/2"	$0.08 ea, $8.28 bx-100
IT2268	BD ANGIOCATH IV Catheter, 14 GA x 3.25"	$17.25 ea, $172.50 bx-10
IT2277	BD ANGIOCATH IV Catheter, 12 GA x 3"	$17.25 ea, $172.50 bx-10
IT2287	BD ANGIOCATH IV Catheter, 10 GA x 3"	$17.25 ea, $172.50 bx-10
IT22GA	Needle, 22 GA x 1.5"	$0.08 ea, $8.28 bx-100
IT23GA	Needle, 23 GA x 1"	$8.28 bx-100
IT2500	INTROCAN Safety IV Catheter, 24 GA x .75"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2519	INTROCAN Safety IV Catheter, 22 GA x 1"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2535	INTROCAN Safety IV Catheter, 20 GA x 1.25"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2551	INTROCAN Safety IV Catheter, 18 GA x 1.75"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2560	INTROCAN Safety IV Catheter, 18 GA x 1.25"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2586	INTROCAN Safety IV Catheter, 16 GA x 1.25"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT2594	INTROCAN Safety IV Catheter, 14 GA x 2"	$2.14 ea, $106.95 bx-50, $427.80 cs-200
IT25GA	Needle, 25 GA x 1"	$0.08 ea, $8.28 bx-100
IT26212	Syringe, LUER LOCK, 5cc with 21g x 1" needle	$21.39 bx-100
IT26532	Luer Lock Vacutainer Holder w/Multi-Sample Adapter	$27.00 bx-50, $108.00 cs-200
IT3042	PROTECTIV IV Catheter, 16 GA x 1.25"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3048	PROTECTIV IV Catheter, 14 GA x 1.25"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3050	PROTECTIV IV Catheter, 22 GA x 1"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3053	PROTECTIV IV Catheter, 24 GA x .75"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3055	PROTECTIV IV Catheter, 18 GA x 1.25"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3056	PROTECTIV IV Catheter, 20 GA x 1.25"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3057	PROTECTIV IV Catheter, 20 GA x 1"	$2.06 ea, $103.16 bx-50, $412.62 cs-200
IT3060	PROTECTIV PLUS IV Catheter, 22 GA x 1"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3062	PROTECTIV PLUS IV Catheter, 16 GA x 1.25"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3063	PROTECTIV PLUS IV Catheter, 24 GA x .75"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3065	PROTECTIV PLUS IV Catheter, 18 GA x 1.25"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3066	PROTECTIV PLUS IV Catheter, 20 GA x 1.25"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3067	PROTECTIV PLUS IV Catheter, 20 GA x 1"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT3068	PROTECTIV PLUS IV Catheter, 14 GA x 1.25"	$2.10 ea, $105.23 bx-50, $420.90 cs-200
IT321VP	VANISHPOINT Syringe, 3cc with 21 GA x 1.5" needle	$0.57 ea, $56.58 bx-100
IT323VP	VANISHPOINT Syringe, 3cc with 23 GA x 1" needle	$0.57 ea, $56.58 bx-100

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Item No	Description	Contract Prices
IT326000	ViaValve Safety IV Catheter, 22 GA x 1"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT326200	ViaValve Safety IV Catheter, 16 GA x 1.25"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT326300	ViaValve Safety IV Catheter, 24 GA x 5/8"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT326500	ViaValve Safety IV Catheter, 18 GA x 1.25"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT326600	ViaValve Safety IV Catheter, 20 GA x 1.25"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT326800	ViaValve Safety IV Catheter, 14 GA x 1.25"	$2.38 ea, $119.03 bx-50, $476.10 cs-200
IT3342	ACUVANCE IV Safety Catheter, 16 GA x 1.25"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3350	ACUVANCE IV Safety Catheter, 22 ga x 1"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3353	ACUVANCE IV Safety Catheter, 24 GA x 5/8"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3355	ACUVANCE IV Safety Catheter, 18 GA x 1.25"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3356	ACUVANCE IV Safety Catheter, 20 GA x 1.25"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3357	ACUVANCE IV Safety Catheter, 20 GA x 1"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3358	ACUVANCE IV Safety Catheter, 14 GA x 2"	$2.45 ea, $122.48 bx-50, $489.90 cs-200
IT3391	BD TWINPAK with 3cc Syringe (Box of 100)	$58.65 bx
IT3392	BD TWINPAK with 5cc Syringe (Box of 100)	$67.97 bx
IT3393	BD TWINPAK with 10cc Syringe (Box of 100)	$68.31 bx
IT3401	BD Syringe w/Vial Access Cannula, 3cc (Bx/100)	$49.68 bx
IT3403	BD Syringe w/Vial Access Cannula, 5c (Bx/100)	$56.24 bx
IT3405	BD Syringe w/Vial Access Cannula, 10cc (Bx/100)	$63.76 bx
IT363083	BD Vacutainer, Light Blue, Citrate tube (Bx/100)	$34.50 bx
IT367814	BD Vacutainer, Red, 5 ml Serum tube (Box of 100)	$26.91 bx
IT367861	BD Vacutainer, Lavender, K2EDTA (Bx/100)	$27.26 bx
IT367884	BD Vacutainer, Green, Lithium Heparin (Bx/100)	$46.92 bx
IT383511	IV Catheter, Nexiva Single Port 24 GA x 0.75"	$131.10 bx-20, $524.40 cs-80
IT383512	IV Catheter, Nexiva Single Port 22 GA x 1"	$131.10 bx-20, $524.40 cs-80
IT383517	IV Catheter, Nexiva Single Port 20 GA x 1.25"	$131.10 bx-20, $524.40 cs-80
IT383519	IV Catheter, Nexiva Single Port 18 GA x 1.25"	$131.10 bx-20, $524.40 cs-80
IT383531	IV Catheter, Nexiva Dual Port, 24g X 0.75"	$151.80 bx-20, $607.20 cs-80
IT383532	IV Catheter, Nexiva Dual Port, 22g X 1"	$144.90 bx-20, $579.60 cs-80
IT383537	IV Catheter, Nexiva Dual Port, 20g X 1.25"	$144.90 bx-20, $579.60 cs-80
IT383539	IV Catheter, Nexiva Dual Port, 18g X 1.25"	$144.90 bx-20, $579.60 cs-80
IT3CC	Syringe, LUER SLIP, 3cc	$10.35 bx-100
IT3CC23	Syringe, LUER LOCK, 3cc with 23 GA x 1" needle	$0.13 ea, $13.11 bx-100
IT3CCLL	Syringe, LUER LOCK, 3cc	$0.11 ea, $11.04 bx-100
IT415021	Filter Straw, 1.75"	$0.86 ea, $86.25 bx-100
IT4280	NEEDLE-PRO Needle, 18 GA x 1.5"	$0.34 ea, $33.81 bx-100

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Item No	Description	Contract Prices
IT4284	NEEDLE-PRO Needle, 20 GA x 1.5"	$0.34 ea, $33.81 bx-100
IT4286	NEEDLE-PRO Needle, 21 GA x 1.5"	$0.34 ea, $33.81 bx-100
IT4287	NEEDLE-PRO Needle, 21 GA x 1"	$0.34 ea, $33.81 bx-100
IT4288	NEEDLE-PRO Needle, 22 GA x 1.5"	$0.34 ea, $33.81 bx-100
IT4290	NEEDLE-PRO Needle, 23 GA x 1"	$0.34 ea, $33.81 bx-100
IT4291	NEEDLE-PRO Needle, 25 GA x 5/8"	$0.34 ea, $33.81 bx-100
IT4292	NEEDLE-PRO Needle, 25 GA x 1"	$0.34 ea, $33.81 bx-100
IT4431	VENI-GARD Site Dressing (Box of 100)	$45.54 bx, $227.70 cs-5
IT4432	VENI-GARD Junior Site Dressing (Box of 100)	$44.85 bx, $224.25 cs-5
IT4815	Blood Collection Tube Holder	$20.00 bg-250
IT494	Double Female Luer Lock Adapter	$1.19 ea, $119.37 cs-100
IT5211	BD Filter Needle, 18 GA x 1.5", Blunt	$0.47 ea, $46.92 bx-100
IT522VP	VANISHPOINT Syringe, 5cc with 22 GA x 1.5" needle	$0.63 ea, $62.79 bx-100
IT5232	Tube Holder for blood transfer (Case of 50)	$53.82 cs
IT5900	BD SafetyGlide Needle, 22 GA x 1.5"	$0.43 ea, $21.39 bx-50
IT5901	BD SafetyGlide Needle, 25 GA x 5/8"	$0.43 ea, $21.39 bx-50
IT5902	BD SafetyGlide Needle, 23 GA x 1"	$0.43 ea, $21.39 bx-50
IT5903	BD SafetyGlide 1 ml Syringe with 25 GA x 5/8" Needle	$0.58 ea, $28.98 bx-50
IT5905	BD SafetyGlide Syringe, 3 cc with 23 GA x 1" Needle	$0.50 ea, $24.84 bx-50
IT5915	BD SafetyGlide Needle, 21 GA x 1"	$0.43 ea, $21.39 bx-50
IT5916	BD SafetyGlide Needle, 25 GA x 1"	$0.43 ea, $21.39 bx-50
IT5917	BD SafetyGlide Needle, 21 GA x 1.5"	$0.43 ea, $21.39 bx-50
IT5918	BD SafetyGlide Needle, 18 GA x 1.5"	$0.43 ea, $21.39 bx-50
IT5CCLL	Syringe, LUER LOCK, 5cc	$0.14 ea, $13.80 bx-100
IT60CCLL	Syringe, LUER LOCK, 60 cc	$0.76 ea, $18.98 bx-25
IT6150	BD IV START PAK with 3M Tegaderm Site Dressing	$1.52 ea, $37.95 bx-25, $303.60 cs-200
IT6704	Pediatric Scalp Vein Needle Set, 21 GA x 3/4"	$0.43 ea, $21.50 bx-50
IT6706	Pediatric Scalp Vein Needle Set, 23 GA x 3/4"	$0.43 ea, $21.50 bx-50
IT6708	Pediatric Scalp Vein Needle Set, 25 GA x 3/4"	$0.43 ea, $21.50 bx-50
IT6985	EpiRite Syringe, LUER SLIP, 1mL	$0.54 ea, $53.82 bx-100
IT7290A	Luer Adapter	$20.00 bx-100
IT7704	SecureTouch Pediatric Scalp Vein Set, 21 GA	$0.64 ea, $32.00 bx-50
IT7706	SecureTouch Pediatric Scalp Vein Set, 23 GA	$0.64 ea, $32.00 bx-50
IT7708	SecureTouch Pediatric Scalp Vein Set, 25 GA	$0.64 ea, $32.00 bx-50
IT8000	IV Start Kit w/TEGADERM/Prevantics	$1.35 ea, $134.55 cs-100
IT8052	Complete IV Start Kit w/ alcohol prep	$4.13 ea, $413.31 cs-100

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IT8053	IV Start Kit w/ IV Guard, Prevantics, 8" ext set, 10ml flush	$4.31 ea, $431.25 cs-100
IT811510	Kendall MAGELLAN Syringe, 1 cc w/25 GA x 1" needle	$37.95 bx-50
IT82512	BD Insyte Autoguard BC IV Catheter, 24 GA x .75"	$126.96 bx-50, $507.84 cs-200
IT82523	BD Insyte Autoguard BC IV Catheter, 22 GA x 1"	$126.96 bx-50, $507.84 cs-200
IT82534	BD Insyte Autoguard BC IV Catheter, 20 GA x1.16"	$126.96 bx-50, $507.84 cs-200
IT82544	BD Insyte Autoguard BC IV Catheter, 18 GA x1.16"	$126.96 bx-50, $507.84 cs-200
IT82554	BD Insyte Autoguard BC IV Catheter, 16 GA x1.16"	$126.96 bx-50, $507.84 cs-200
IT83242	IV Dressing, Window Out, 2-3/8" x 2-3/4"	$28.98 bx-100, $115.92 cs-400
IT833310	Kendall MAGELLAN Syringe, 3 cc w/23 GA x 1" needle	$18.84 bx-50
IT850110	Kendall MAGELLAN Safety Needle, 21 GA x 1"	$0.33 ea, $16.56 bx-50
IT850115	Kendall MAGELLAN Safety Needle, 21 GA x 1.5"	$0.33 ea, $16.56 bx-50
IT850215	Kendall MAGELLAN Safety Needle, 22 GA x 1.5"	$0.33 ea, $16.56 bx-50
IT850310	Kendall MAGELLAN Safety Needle, 23 GA x 1"	$0.33 ea, $16.56 bx-50
IT850510	Kendall MAGELLAN Safety Needle, 25 GA x 1"	$0.33 ea, $16.56 bx-50
IT850558	Kendall MAGELLAN Safety Needle, 25 GA x 5/8"	$0.33 ea, $16.56 bx-50
IT850815	Kendall MAGELLAN Safety Needle, 18 GA x 1.5"	$0.33 ea, $16.56 bx-50
IT9000	IV Start Kit w/TEGADERM/Chloraprep FREPP	$1.73 ea, $172.50 cs-100
IT9100	IV Start Kit w/TEGADERM/ChloraPrep 1 mL	$1.73 ea, $172.50 cs-100
IV010	MedSource PRN Connector Injection Site	$1.28 ea, $127.65 cs-100
IV0200	AMSAFE Connector (Clave Compatible)	$1.31 ea, $131.10 cs-100
IV1083	AMSAFE IV Set w/ext set, 2 Sure-Lok, 10 drop	$2.55 ea, $127.65 cs-50
IV1084	AMSAFE IV Set, MicroClave/Preslit, 10 drop	$2.75 ea, $137.31 cs-50
IV110	MedSource IV Set, Luer and Pre-slit, 10 drop	$1.66 ea, $82.80 cs-50
IV1102	Biomedix High Pressure Extension Set	$1.97 ea, $196.65 cs-100
IV115	MedSource IV Set, Luer and Pre-slit, 15 drop	$1.66 ea, $82.80 cs-50
IV1150M	B Braun IV Set, 2-ULTRASITE, 15 drop	$3.21 ea, $160.43 cs-50
IV1160M	B Braun IV Set, ULTRASITE/PRESLIT, 15 drop	$2.48 ea, $124.20 cs-50
IV1165M	B Braun IV Set, ULTRASITE/PRESLIT, 60 drop	$3.14 ea, $156.98 cs-50
IV1510	AMSAFE IV Set, 1-MicroClave, 15 drop	$2.10 ea, $105.23 cs-50
IV160	MedSource IV Set, Luer and Pre-slit, 60 drop	$1.66 ea, $82.80 cs-50
IV180D	IV Armboard, Adult, Disposable, 18" x 3"	$0.93 ea, $93.15 cs-100
IV2000	The Morgan medi-FLOW Lens	$33.78 ea
IV2017	Monoject Safety Blunt Cannula, 18g x 1"	$26.91 bx-100
IV202	The Morgan Lens Delivery Set	$10.32 ea
IV2630	IV Set, 10 Drop, 1 Safeline, 1 SafeDay	$1.64 ea, $82.11 cs-50
IV2634	IV Set, 10 Drop, 2 SafeDay Valves	$4.49 ea, $224.25 cs-50

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Item No	Description	Contract Prices
IV2C6425	Baxter INTERLINK IV Set, 10 drop, 2 Y-Site	$4.55 ea, $218.26 cs-48
IV2C7564	Baxter INTERLINK Buretrol IV Set	$9.32 ea
IV2C8401	Baxter CLEARLINK IV Set, 1 Y-Site,10 drop	$5.18 ea, $248.40 cs-48
IV2C8402	Baxter CLEARLINK IV Set, 1 Y-Site, 60 drop	$6.87 ea, $329.54 cs-48
IV2C8425	Baxter CLEARLINK IV Set, 2 Y-Site, 10 drop	$5.28 ea, $253.37 cs-48
IV2C8537	Baxter 10-drop CLEARLINK CONTINU-FLO IV Set, 3 Y-Sites	$5.80 ea, $278.21 cs-48
IV2C8864	Baxter CLEARLINK Buretrol IV Set	$15.15 ea
IV2N8378	Baxter CLEARLINK Extension Set, 1 Y-Sites	$5.87 ea, $293.25 cs-50
IV3108	AMSINO Extension Set, 1.2ml, 8" Sure-Lok	$1.48 ea, $148.35 cs-100
IV3345	BD INTERLINK Blunt Cannula	$37.95 bx-100
IV3367	BD INTERLINK Vial Access Cannula	$0.41 ea, $41.40 bx-100
IV3370	BD INTERLINK Leverlock Blunt Cannula	$0.66 ea, $65.55 bx-100
IV3390	BD TWINPAK Dual Cannula Device	$0.47 ea, $46.92 bx-100
IV36D	IV Armboard, Child/Wrist, Disposable, 6" x 3"	$1.31 ea, $65.55 cs-50
IV38301	AMSafe3 IV Set, AMSAFE/PRESLIT	$4.11 ea, $205.50 cs-50
IV38302	AMSafe3 IV Set with Extension Set, AMSAFE/PRESLIT	$4.93 ea, $246.68 cs-50
IV4001	MicroClave Clear Needleless Connector	$1.65 ea, $164.91 cs-100
IV401V	MicroClave Multi-Dose Vial Access Spike	$1.48 ea, $74.18 cs-50
IV407T	AMSAFE Extension Set, MicroClave, T-Connector, 6"	$2.83 ea, $141.45 cs-50
IV40901	Sapphire Infusion Set, 109"	$8.80 ea, $264.00 bx-30
IV416	Sapphire Half Set	$12.08 ea, $362.40 bx-30
IV4207	AMSAFE Extension Set, 0.69ml, 7", MicroClave	$2.14 ea, $106.95 cs-50
IV4207HP	AMSAFE High Pressure Extension Set, MicroClave	$2.73 ea, $136.28 cs-50
IV432Y	AMSAFE Extension Set, 3.53ml, 32", 2-MicroClave	$2.17 ea, $108.68 cs-50
IV459	T-Connector 4" Standard Bore Extension Set	$1.62 ea, $81.08 cs-50
IV5001	Neusite Clear Needleless Connector	$1.41 ea, $169.74 cs-120
IV5100	AMSAFE IV Set, MicroClave/Preslit, 15 drop	$2.62 ea, $131.10 cs-50
IV5105	AMSAFE IV Set, 2-MicroClave, Back Check Valve, 15 drop	$2.83 ea, $141.45 cs-50
IV6083	AMSAFE IV Set w/ext set, 2 Sure-Lok, 60 drop	$2.69 ea, $134.55 cs-50
IV610	AMSINO IV Set, AMSAFE/PRESLIT, 10 drop	$1.93 ea, $96.50 cs-50
IV6100	AMSAFE IV Set, MicroClave/Preslit, 60 drop	$2.66 ea, $132.83 cs-50
IV6102	AMSAFE IV Set, 2-MicroClave, 60 Drop	$3.11 ea, $155.25 cs-50
IV6117	AMSAFE Burette Set, 3-MicroClave, 60 Drop	$5.87 ea, $146.63 cs-25
IV660	AMSINO IV Set, AMSAFE/PRESLIT, 60 drop	$2.28 ea, $113.85 cs-50
IV706	AMSINO Extension Set, 5.0ml, 6", AMSAFE/PRESLIT	$1.76 ea, $87.98 cs-50
IV710	AMSINO IV Set w/Ext Set, AMSAFE/PRESLIT, 10 drop	$2.31 ea, $115.58 cs-50

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IV715	AMSINO IV Set w/Ext Set, AMSAFE/PRESLIT, 15 drop	$2.59 ea, $129.38 cs-50
IV730102	SELEC-3 IV Set, #B30-102, LUER/PRESLIT Site	$5.62 ea, $269.79 cs-48
IV736102	SELEC-3 IV Set, #B36-102, 2 LUER Sites	$6.90 ea, $331.20 cs-48
IV760	AMSINO IV Set w/Ext Set, AMSAFE/PRESLIT, 60 drop	$2.59 ea, $129.38 cs-50
IV772102	SELEC-3 IV Set w/Ext Set, 1 LUER/1 PRESLIT Site, Lock Collar	$6.04 ea, $289.80 cs-48
IV774102	SELEC-3 IV Set, #B74-102, 2 LUER/1 PRESLIT Site	$6.90 ea, $331.20 cs-48
IV8018	AMSAFE Extension Set w/Flow Controller, 19"	$3.48 ea, $174.23 cs-50
IV83091	MedSource Extension Set, 2.0ml, 6", Luer	$1.30 ea, $130.41 cs-100
IV83092	MedSource Extension Set, 2.0ml, 8", Luer	$1.30 ea, $130.41 cs-100
IV83110	Baxter IV Set, CLEARLINK/INTERLINK, 10 drop	$2.31 ea, $110.88 cs-48
IV831106	MedSource IV Set w/Ext Set, Luer/Preslit, 10 drop	$2.21 ea, $110.40 cs-50
IV83160	Baxter IV Set, CLEARLINK/INTERLINK, 60 drop	$2.41 ea, $115.89 cs-48
IV8399	Baxter CLEARLINK Injection Site	$3.28 ea, $655.50 cs-200
IV90D	IV Armboard, Child/Wrist, Disposable, 9" x 3"	$0.59 ea, $58.65 cs-100
IV9125	AMSAFE Y-Type Blood Set, MicroClave, 20 drop	$5.45 ea, $136.28 cs-25
IV9890	Nimbus Admin IV Set, w/ 0.2u Filter & Backcheck Valve, 67"	$10.35 ea, $207.00 cs-20
IV9893	Nimbus Admin IV Set, w/ 1.2u Filter & Backcheck Valve, 90.5"	$10.35 ea, $207.00 cs-20
MMD_1262	IV START PACK with I.V. Guard and Underpad	$1.73 ea, $172.50 cs-100
MMD_1393	IV START PACK with TEGADERM and Underpad	$2.04 ea, $203.55 cs-100
OK0604	Pediatric Feeding Tube, 8 fr., 16" length	$2.04 ea
OK0802	Pediatric Feeding Tube, 5 fr., 16" length	$2.04 ea
TQ1800	Free-Band Tourniquet, FLAT, 1" x 18" (Box/100)	$20.01 bx
TQ1825	Free-Band Tourniquet, FLAT, 1" x 18" (Roll/25)	$6.38 ea, $25.53 bx-4
TQ3139	DYNAREX Tourniquet, Latex Free, 1" x 18", Rolled	$35.53 bx-250
TQ3953	Tourniquet, Penrose Drain, TUBULAR, 1"x18", Box/25	$27.57 bx

Medical Gloves

Item No	Description	Contract Prices
DIGI_DFR10-3	Defender Nitrile Powder-Free Gloves, 10" 8 mil, Large	$27.53 bx-100, $275.30 cs-1000
GL002	GLOVE BUTLER Double Box Glove Dispenser	$34.36 ea
GL003	GLOVE BUTLER Triple Box Glove Dispenser	$43.13 ea
GL0104L	LifeStar EC Nitrile Exam Glove, Large	$21.00 bx-100, $210.00 cs-1000
GL0104M	LifeStar EC Nitrile Exam Glove, Medium	$21.00 bx-100, $210.00 cs-1000
GL0104S	LifeStar EC Nitrile Exam Glove, Small	$21.00 bx-100, $210.00 cs-1000
GL0104XL	LifeStar EC Nitrile Exam Glove, X-Large	$21.00 bx-100, $210.00 cs-1000
GL0104XXL	LifeStar EC Nitrile Exam Glove, XX-Large	$21.00 bx-100, $210.00 cs-1000

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Item No	Description	Contract Prices
GL011	Coated Wire Glove Dispenser, Single	$8.63 ea
GL022	Coated Wire Glove Dispenser, Double	$14.25 ea
GL033	Coated Wire Glove Dispenser, Triple	$15.15 ea
GL067	GLOVE BUTLER Double Box Glove Dispenser	$36.23 ea
GL068	GLOVE BUTLER Triple Box Glove Dispenser	$51.06 ea
GL1008M	MICRO-TOUCH NITRAFREE Nitrile Gloves, Pink, Medium	$16.00 bx-100, $160.00 cs-1000
GL1008XL	MICRO-TOUCH NITRAFREE Nitrile Gloves, Pink, X-Large	$16.00 bx-100, $160.00 cs-1000
GL12L	APEX Pro Nitrile Exam Glove, Large	$27.53 bx-100, $275.30 cs-1000
GL12M	APEX Pro Nitrile Exam Glove, Medium	$27.53 bx-100, $275.30 cs-1000
GL12S	APEX Pro Nitrile Exam Glove, Small	$27.53 bx-100, $275.30 cs-1000
GL12XL	APEX Pro Nitrile Exam Glove, X-Large	$27.53 bx-100, $275.30 cs-1000
GL12XS	APEX Pro Nitrile Exam Glove, X-Small	$27.53 bx-100, $275.30 cs-1000
GL12XXL	APEX Pro Nitrile Exam Glove, XX-Large	$27.53 bx-90, $275.31 cs-900
GL12XXXL	APEX Pro Nitrile Exam Glove, XXX-Large	$27.53 bx-90, $275.31 cs-900
GL191	COBALT Nitrile Exam Glove, Small	$22.00 bx-100, $220.00 cs-1000
GL192	COBALT Nitrile Exam Glove, Medium	$22.00 bx-100, $220.00 cs-1000
GL193	COBALT Nitrile Exam Glove, Large	$22.00 bx-100, $220.00 cs-1000
GL194	COBALT Nitrile Exam Glove, X-Large	$22.00 bx-100, $220.00 cs-1000
GL199L	NitriDerm Ultra Orange Nitrile Gloves, Large	$17.25 bx-100, $172.50 cs-1000
GL199M	NitriDerm Ultra Orange Nitrile Gloves, Medium	$17.25 bx-100, $172.50 cs-1000
GL199S	NitriDerm Ultra Orange Nitrile Gloves, Small	$17.25 bx-100, $172.50 cs-1000
GL199XL	NitriDerm Ultra Orange Nitrile Gloves, X-Large	$17.25 bx-100, $172.50 cs-1000
GL225	SAFEGRIP Latex Exam Glove, Small	$18.98 bx-50, $189.75 cs-500
GL230	SAFEGRIP Latex Exam Glove, Medium	$18.98 bx-50, $189.75 cs-500
GL235	SAFEGRIP Latex Exam Glove, Large	$18.98 bx-50, $189.75 cs-500
GL240	SAFEGRIP Latex Exam Glove, X-Large	$18.98 bx-50, $189.75 cs-500
GL296L	MIDKNIGHT Nitrile Exam Glove, Large	$17.00 bx-100, $170.00 cs-1000
GL296M	MIDKNIGHT Nitrile Exam Glove, Medium	$17.00 bx-100, $170.00 cs-1000
GL296S	MIDKNIGHT Nitrile Exam Glove, Small	$17.00 bx-100, $170.00 cs-1000
GL296XL	MIDKNIGHT Nitrile Exam Glove, X-Large	$17.00 bx-100, $170.00 cs-1000
GL296XS	MIDKNIGHT Nitrile Exam Glove, X-Small	$17.00 bx-100, $170.00 cs-1000
GL296XXL	MIDKNIGHT Nitrile Exam Glove, XX-large	$17.00 bx-100, $170.00 cs-1000
GL300L	DIAMOND GRIP Latex Exam Glove, Large	$17.00 bx-100, $170.00 cs-1000
GL300M	DIAMOND GRIP Latex Exam Glove, Medium	$17.00 bx-100, $170.00 cs-1000
GL300S	DIAMOND GRIP Latex Exam Glove, Small	$17.00 bx-100, $170.00 cs-1000
GL300XL	DIAMOND GRIP Latex Exam Glove, X-Large	$17.00 bx-100, $170.00 cs-1000

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Item No	Description	Contract Prices
GL375L	SUPRENO EC Nitrile Exam Glove, Large	$12.00 bx-50, $120.00 cs-500
GL375M	SUPRENO EC Nitrile Exam Glove, Medium	$12.00 bx-50, $120.00 cs-500
GL375S	SUPRENO EC Nitrile Exam Glove, Small	$12.00 bx-50, $120.00 cs-500
GL375XL	SUPRENO EC Nitrile Exam Glove, X-Large	$12.00 bx-50, $120.00 cs-500
GL375XXL	SUPRENO EC Nitrile Exam Glove, XX-Large	$12.00 bx-50, $120.00 cs-500
GL4087	Exam Glove, Large, Nitrile, Sterile (Pair)	$1.31 pr, $65.55 bx-50
GL44756S	BLACK-FIRE Nitrile Exam Glove, Small	$55.50 bx-150, $555.00 cs-1500
GL44757M	BLACK-FIRE Nitrile Exam Glove, Medium	$55.50 bx-150, $555.00 cs-1500
GL44758L	BLACK-FIRE Nitrile Exam Glove, Large	$55.50 bx-150, $555.00 cs-1500
GL44759XL	BLACK-FIRE Nitrile Exam Glove, X-Large	$54.60 bx-140, $546.00 cs-1400
GL481	BLAZE Nitrile Exam Glove, Small	$27.00 bx-100, $270.00 cs-1000
GL482	BLAZE Nitrile Exam Glove, Medium	$27.00 bx-100, $270.00 cs-1000
GL483	BLAZE Nitrile Exam Glove, Large	$27.00 bx-100, $270.00 cs-1000
GL484	BLAZE Nitrile Exam Glove, X-Large	$27.00 bx-100, $270.00 cs-1000
GL485	BLAZE Nitrile Exam Glove, XX-large	$27.00 bx-100, $270.00 cs-1000
GL50601S	PURPLE NITRILE-XTRA Exam Glove, Small	$30.50 bx-50, $305.00 cs-500
GL50602M	PURPLE NITRILE-XTRA Exam Glove, Medium	$30.50 bx-50, $305.00 cs-500
GL50603L	PURPLE NITRILE-XTRA Exam Glove, Large	$30.50 bx-50, $305.00 cs-500
GL50604XL	PURPLE NITRILE-XTRA Exam Glove, X-Large	$30.50 bx-50, $305.00 cs-500
GL50706S	STERLING NITRILE Exam Glove, Small	$60.00 bx-200, $600.00 cs-2000
GL50707M	STERLING NITRILE Exam Glove, Medium	$60.00 bx-200, $600.00 cs-2000
GL50708L	STERLING NITRILE Exam Glove, Large	$60.00 bx-200, $600.00 cs-2000
GL50709XL	STERLING NITRILE Exam Glove, X-Large	$61.20 bx-170, $612.00 cs-1700
GL55080XS	PURPLE NITRILE Exam Glove, X-Small	$38.00 bx-100, $380.00 cs-1000
GL55081S	PURPLE NITRILE Exam Glove, Small	$38.00 bx-100, $380.00 cs-1000
GL55082M	PURPLE NITRILE Exam Glove, Medium	$38.00 bx-100, $380.00 cs-1000
GL55083L	PURPLE NITRILE Exam Glove, Large	$38.00 bx-100, $380.00 cs-1000
GL55084XL	PURPLE NITRILE Exam Glove, X-Large	$37.80 bx-90, $378.00 cs-900
GL622L	ULTRASENSE SE Nitrile Exam Glove, Large	$21.00 bx-100, $210.00 cs-1000
GL622M	ULTRASENSE SE Nitrile Exam Glove, Medium	$21.00 bx-100, $210.00 cs-1000
GL622S	ULTRASENSE SE Nitrile Exam Glove, Small	$21.00 bx-100, $210.00 cs-1000
GL622XL	ULTRASENSE SE Nitrile Exam Glove, Extra Large	$21.00 bx-100, $210.00 cs-1000
GL622XS	ULTRASENSE SE Nitrile Exam Glove, Extra Small	$21.00 bx-100, $210.00 cs-1000
GL690L	SUPRENO SE Nitrile Exam Glove, Large	$19.00 bx-100, $190.00 cs-1000
GL690M	SUPRENO SE Nitrile Exam Glove, Medium	$19.00 bx-100, $190.00 cs-1000
GL690S	SUPRENO SE Nitrile Exam Glove, Small	$19.00 bx-100, $190.00 cs-1000

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Item No	Description	Contract Prices
GL690XL	SUPRENO SE Nitrile Exam Glove, X-Large	$19.00 bx-100, $190.00 cs-1000
GL690XS	SUPRENO SE Nitrile Exam Glove, X-Small	$19.00 bx-100, $190.00 cs-1000
GL700L	FREEFORM SE Nitrile Exam Gloves, Large	$23.00 bx-100, $230.00 cs-1000
GL700M	FREEFORM SE Nitrile Exam Gloves, Medium	$23.00 bx-100, $230.00 cs-1000
GL700S	FREEFORM SE Nitrile Exam Gloves, Small	$23.00 bx-100, $230.00 cs-1000
GL700XL	FREEFORM SE Nitrile Exam Gloves, X-Large	$23.00 bx-100, $230.00 cs-1000
GL700XS	FREEFORM SE Nitrile Exam Gloves, X-Small	$23.00 bx-100, $230.00 cs-1000
GL73998L	Bold Nitrile Exam Gloves, Large	$16.00 bx-100, $160.00 cs-1000
GL73998S	Bold Nitrile Exam Gloves, Small	$16.00 bx-100, $160.00 cs-1000
GL73998XL	Bold Nitrile Exam Gloves, X-Large	$16.00 bx-100, $160.00 cs-1000
GL775L	FREEFORM EC Nitrile Exam Gloves, Large	$20.00 bx-50, $200.00 cs-500
GL775M	FREEFORM EC Nitrile Exam Gloves, Medium	$20.00 bx-50, $200.00 cs-500
GL775S	FREEFORM EC Nitrile Exam Gloves, Small	$20.00 bx-50, $200.00 cs-500
GL775XL	FREEFORM EC Nitrile Exam Gloves, X-Large	$20.00 bx-50, $200.00 cs-500
GL775XXL	FREEFORM EC Nitrile Exam Gloves, XX-Large	$20.00 bx-50, $200.00 cs-500
GL880L	ULTRASENSE EC Nitrile Exam Glove, Large	$25.00 bx-100, $250.00 cs-1000
GL880M	ULTRASENSE EC Nitrile Exam Glove, Medium	$25.00 bx-100, $250.00 cs-1000
GL880S	ULTRASENSE EC Nitrile Exam Glove, Small	$25.00 bx-100, $250.00 cs-1000
GL880XL	ULTRASENSE EC Nitrile Exam Glove, X-Large	$25.00 bx-100, $250.00 cs-1000
GL880XXL	ULTRASENSE EC Nitrile Exam Glove, XX-Large	$25.00 bx-100, $250.00 cs-1000
GL93898	Robust Nitrile Gloves, Large	$19.67 bx-100, $196.70 cs-1000
GLB1	Glove BUTLER, Stainless-Steel Finish	$39.33 ea
GLB3	Glove BUTLER, Enamel Finish	$26.22 ea
IR122-BLK	Hawke Maxi Glove Holster	$6.56 ea

Oxygen Resuscitation

Item No	Description	Contract Prices
ALLI_L599-650	Pediatric Single Limb Patient Ventilator Circuit	$224.20 bx-20
AMBU_520211001	Ambu SPUR II Resuscitator, Adult w/PEEP	$14.46 ea, $173.52 cs-12
AMBU_523616017	Ambu SPUR II Resuscitator with Manometer, Adult	$14.46 ea, $86.73 cs-6
AMBU_530613017	Ambu SPUR II Resuscitator with Manometer, Pedi	$18.60 ea, $111.60 cs-6
AMBU_540211000EA	Ambu SPUR II Resuscitator w/neonate mask	$15.53 ea, $186.36 cs-12
AMBU_540212017	Ambu SPUR II Resuscitator w/Manometer, Infant	$27.53 ea, $330.37 cs-12
CDI_Z-VALVE	Z-VALVE, MERET	$26.88 ea
ED1000GG	Battery Pack, Lifeline ARM	$407.10 ea

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ED1105-RED	Tactical Case for Defibtech ARM, Red	$296.67 ea
ED4000-SP3	Defibtech Lifeline ARM Mechanical Chest Compression Device	$9625.50 ea
ED4000NA	Dual Battery Charger, Lifeline ARM	$586.50 ea
ED4003	Defibtech Lifeline ARM Patient Interface Pad, Pack of 3	$65.55 pk
KITPET	Pet Rescue Kit	$217.35 ea
MERC_10-58203	CPR-2 BVM, LIFESAVER MANOMETER, ADULT	$15.87 ea, $95.22 cs-6
MERC_1056403	Mercury CPR-2 Bag Mask w/ Reservoir & Manometer, Small Adult	$89.16 bx-6
MERC_1056411	Small Adult CPR-2 Bag, Small Adult Mask, Popoff	$12.08 ea, $72.45 cs-6
MERC_1057321	Flow-Safe II EZ w/Integral Nebulizer without Mask	$200.10 bx-5
MSI_MS-25210-U	Tracheostomy Kit Mask with All Diluters, Adult	$3.42 ea
OC0211	O-Two CPAP, Large Adult	$45.20 ea, $451.95 cs-10
OC0212	O-Two CPAP, Small Adult	$45.20 ea, $451.95 cs-10
OC0213	O-Two CPAP, Child	$45.20 ea, $451.95 cs-10
OC0224	O-Two CPAP w/Nebulizer/Manometer, Lrg Adult	$52.44 ea, $524.40 cs-10
OC0225	O-Two CPAP w/Nebulizer/Manometer, Small Adult	$52.44 ea, $524.40 cs-10
OC0226	O-Two CPAP w/Nebulizer/Manometer, Child	$52.44 ea, $524.40 cs-10
OC1057203	Flow-Safe II CPAP without Mask	$143.20 bx-5
OC1057209	Flow-Safe II CPAP with Adult Large Mask	$50.37 ea, $251.85 cs-5
OC1057210	Flow-Safe II CPAP with Adult Small Mask	$50.37 ea, $251.85 cs-5
OC1057318	Flow-Safe II EZ CPAP w/Adult Large Mask and Neb	$62.10 ea, $310.50 cs-5
OC1057319	Flow-Safe II EZ CPAP w/Adult Small Mask and Neb	$62.10 ea, $310.50 cs-5
OC1057400	Flow-Safe II+ Bi-Level CPAP w/Adult Large Mask	$72.45 ea, $362.25 cs-5
OC1057401	Flow-Safe II+ Bi-Level CPAP w/Adlt Small/Med Mask	$72.45 ea, $362.25 cs-5
OC1057402	Flow-Safe II+ Bi-Level CPAP w/Child Mask	$72.45 ea, $362.25 cs-5
OC1058400	CPR-2 Resuscitator w/manometer/LiteSaver, Sm Adult	$21.63 ea, $129.79 cs-6
OC1111	Male Quick Connect with DISS-1240 threads	$7.42 ea
OC3138000	O2-MAX Trio Control Unit	$24.15 ea, $241.50 cs-10
OC4602	GO-PAP CPAP w/Adult Med Mask	$48.27 ea, $482.66 cs-10
OC4602N	GO-PAP CPAP w/Adult Medium Mask & Neb	$49.65 ea, $496.46 cs-10
OC4602NC	GO-PAP CPAP w/Adult Med Mask, Neb & Neb Connect	$56.58 ea, $565.80 cs-10
OC4603	GO-PAP CPAP w/Adult Large Mask	$48.27 ea, $482.66 cs-10
OC4603N	GO-PAP CPAP w/Adult Large Mask & Neb	$49.65 ea, $496.46 cs-10
OC4603NC	GO-PAP CPAP w/Adult Lrg Mask, Neb & Neb Connect	$56.58 ea, $565.80 cs-10
OC4611	Neb-Connect for GO-PAP system	$6.59 ea
OC55365	LiteSaver Manometer 0-60cm H2O, Adult & Child 10 BPM	$10.01 ea, $200.10 bx-20
OC58502	CPR2, Small Adult, O2 res bag, pop-off, cushion mask w/man	$20.13 ea, $120.76 bx-6

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Item No	Description	Contract Prices
OC58503	CPR-2 Bag Mask w/LiteSaver, Manometer, Ped & Sm Adult Masks	$21.63 ea, $129.79 bx-6
OC7028	BiTrac ED Mask Only, Small	$25.01 ea
OC7030	BiTrac ED Mask Only, Adult Large	$25.01 ea, $250.13 cs-10
OC7043	O2-RESQ CPAP Filter, 30mmOD x 30mmID, 0.3 Microns	$2.42 ea, $24.15 cs-10
OC7538X	O2-MAX CPAP with Adult Medium Mask and 10.0 cm Valve	$45.20 ea, $451.95 cs-10
OC7554XNF	O2-MAX 5 SET Adjustable CPAP w/ Adult Lg Mask, Neb & Filter	$468.90 cs-10
OC7555X	O2-MAX 3 SET CPAP with Adult Large Mask	$45.20 ea, $451.95 cs-10
OC7555XNF	O2-MAX 3 SET CPAP with Adult Large Mask & Neb w/ Filter	$49.20 ea, $491.97 cs-10
OC7555XNF-1	O2-MAX 3 SET CPAP w/Lrg Mask/Neb/Ohmeda w/ Filter	$501.60 cs-10
OC7556X	O2-MAX 3 SET CPAP with Adult Medium Mask	$45.20 ea, $451.95 cs-10
OC7556XNF	O2-MAX 3 SET CPAP with Adult Med Mask & Neb w/ Filter	$49.20 ea, $491.97 cs-10
OC7556XNF-1	O2-MAX 3 SET CPAP w/Med Mask/Neb/Ohmeda w/ Filter	$52.54 ea, $525.44 cs-10
OC7557XNF-1	O2-MAX 5 SET CPAP w/ Med Mask, Neb & Ohmeda, w/ Filter	$493.60 cs-10
OC7720	O2-RESQ CPAP Valve with connector, 15 cm	$9.66 ea
OC8007X	O2-MAX TRIO 3 SET CPAP with Adult Medium Mask	$60.72 ea, $607.20 cs-10
OC8017X	O2-MAX TRIO 3 SET CPAP with Adult Large Mask	$58.65 ea, $586.50 cs-10
OC8300	O2 MAX Guard Exhalation Filter	$23.81 cs-10
OD013000	O-Two CAREvent Handheld Resuscitator	$1587.99 ea
OD018015	O-Two Ventilation Circuit with PEEP port	$13.77 ea, $137.66 cs-10
OD063RLH	Demand Valve, LSP, 40 lpm	$240.81 ea
OD1795	AirLife Adult Portable Ventilator Circuit	$8.28 ea, $82.80 cs-10
OD183SU	Manual Jet Ventilator	$229.08 ea
OD22002	Pneupac Disposable Ventilation Circuit with PEEP	$21.74 ea, $217.35 cs-10
OD43801	Newport Disposable J-circuit w/o water trap	$10.01 ea, $100.05 cs-10
OD580	LSP Disposable Ventilation Circuit	$7.45 ea, $74.50 cs-10
OD59913	LSP Ventilator Circuit	$9.66 ea, $96.60 cs-10
OD7050	O-Two eSeries Automatic Transport Ventilator Carrying Case	$335.31 ea
OD800	OCTI-FLO2 Portable Emergency Oxygen Manifold	$758.31 ea
OD8148	LSP CPAP Ventilator Circuit, 6' with adult mask	$20.01 ea, $120.06 cs-6
OG0700A	Quick Connect Pigtail	$48.27 ea
OG0800	Flow Meter, Brass Housing	$37.92 ea
OG0800A	Flow Meter, Aluminum Housing	$32.60 ea
OG0801	Male Quick Connect with 1/8 in. male pipe threads	$13.46 ea
OG0802	Male Quick Connect with DISS-1240 threads	$18.29 ea
OG0804	Female Quick Connect, 1/4" NPT Male	$34.16 ea
OG1003	O-Two All Brass O2 Regulator, Liter Flow Only	$82.11 ea

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OG1009	T-Handle for Regulator	$6.87 ea
OG1023	O-Two All Brass O2 Regulator, 2 DISS/Liter Flow	$109.37 ea
OG1105	Flow Control Valve with quick connect	$102.88 ea
OG183-2	Jet Ventilator Replacement PVC Tubing	$22.08 ea
OG183R	Jet Ventilator Regulator and Gauge	$182.85 ea
OG233	Flow Control Valve, LSP	$129.03 ea
OG25564	Click Style Flowmeter, 0-25 lpm, Male Ohmeda Inlet	$41.40 ea
OG270-02	LSP 270 Brass O2 Regulator, 2 DISS and Liter Flow	$175.95 ea
OG270-05	LSP 270 Brass O2 Regulator, Liter Flow only	$169.05 ea
OG270NP	Nut and Seal Plug for Regulator DISS Fitting	$6.87 ea
OG370-021	LSP RHINO Brass O2 Regulator, 2 DISS/Liter Flow	$178.71 ea
OG4500	Green Barb for Regulator (Christmas Tree)	$0.97 ea
OG777-02	INOVO All Brass O2 Regulator, 2 DISS/Liter Flow	$100.74 ea
OG777-05	INOVO All Brass O2 Regulator, Liter Flow Only	$96.60 ea
OG8725	CDI Oxygen Regulator, 2 DISS and Liter Flow	$33.09 ea
OG8725EMS	MERET EMS BRUUT O2 Regulator, Liter Flow	$54.99 ea
OG8725EMS-1	MERET EMS BRUUT O2 Regulator, 1 DISS/Liter Flow	$68.10 ea
OG8725KNOB	CDI Oxygen Regulator with Knob, 2 DISS/Liter Flow	$37.92 ea
OG9900	Flow Control Valve, Spiracle ORO2	$109.02 ea
OG9925	Flow Control Valve, 11 Flow Settings	$37.61 ea
OH0340	Aquapak Humidifier, Pre-filled, 340 mL	$2.42 ea, $48.30 cs-20
OH0640	Aquapak Humidifier, Pre-filled, 650 mL	$4.13 ea, $41.33 cs-10
OJ2860	On-Board Oxygen Regulator, 2-DISS, Brass Body	$55.20 ea
OL06	Oxygen Hose, 6 ft. with DISS fittings	$34.47 ea
OL06E	Oxygen Hose, 6 ft. with 1/8 in. NPT-DISS Fittings	$35.18 ea
OM0290	Circulaire Adult Mask, Non-Vented	$1.04 ea, $51.75 cs-50
OM1000TL	O-Two CPR Ventilation Timing Light, ADULT	$4.11 ea, $205.28 cs-50
OM1041	HUDSON O2 Mask, Medium Concentration, Adult	$0.72 ea, $36.23 cs-50
OM1042	HUDSON O2 Mask, Medium Concentration, Pediatric	$1.04 ea, $51.75 cs-50
OM1058	HUDSON O2 Mask, Non-Rebreather w/reservoir, Pedi	$1.19 ea, $59.34 cs-50
OM1059	HUDSON O2 Mask, Non-Rebreather w/reservoir, Adult	$1.19 ea, $59.34 cs-50
OM1060	HUDSON O2 Mask, Non-Rebreather w/reservoir, Adult	$1.24 ea, $61.76 cs-50
OM1083	Hudson Aerosol/Nebulizer Mask, Adult	$0.59 ea, $29.33 cs-50
OM1085	Hudson Aerosol/Nebulizer Mask, Pediatric	$0.77 ea, $38.64 cs-50
OM1103	HUDSON Nasal Cannula, Non-flared, Adult	$0.40 ea, $20.01 cs-50
OM1104	Hudson Nasal Cannula, Flared tip, Adult	$0.45 ea, $22.43 cs-50

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OM1145	FiltaMask	$5.00 ea, $75.04 cs-15
OM1203	AirLife O2 Mask, 3 way use w/reservoir, Adult	$1.69 ea, $84.53 cs-50
OM1266	Nic the Dragon Pediatric Aerosol/Nebulizer Mask	$1.45 ea, $72.45 cs-50
OM1267	AirLife O2 Mask, Rebreather w/reservoir, Pedi	$2.17 ea, $108.68 cs-50
OM1270	O2 Mask, Medium Concentration, Infant	$1.84 ea, $92.00 cs-50
OM1301	Oxygen Supply Tubing, 7 ft.	$0.52 ea, $26.22 cs-50
OM1421	Nebulizer Adaptor, 22mm ID	$0.59 ea, $29.33 cs-50
OM1427	IPPB Corrugated Tubing, 100' (segmented every 6 in.)	$40.02 cs
OM1500TL	O-Two CPR Ventilation Timing Light, PEDI	$6.11 ea
OM1565	Universal Mouthpiece, Disposable	$0.29 ea, $14.49 cs-50
OM1811	Oxygen Tubing Connector	$0.27 ea, $13.46 bg-50
OM1820	Nebulizer Adaptor, 15mm ID / 22mm OD	$1.07 ea, $53.48 cs-50
OM1826	HUDSON Nasal Cannula, Softech, Pediatric	$1.45 ea, $72.45 cs-50
OM1883	MICRO MIST Nebulizer with tee and mouthpiece	$1.00 ea, $50.03 cs-50
OM1885	MICRO MIST Nebulizer with adult mask	$1.52 ea, $75.90 cs-50
OM1886	MICRO MIST Nebulizer With pedi mask	$1.85 ea, $92.46 cs-50
OM1992A	AMBU Disposable PEEP Valve, 30mm	$6.14 ea
OM1993	AMBU Disposable PEEP Valve, 22mm adapter	$6.14 ea
OM20039	ADDIPAK Unit Dose Sodium Chloride, 3 ml (Bx/100)	$17.25 bx
OM2051	DURACLEAR Cuffed Mask, Neonate	$2.93 ea, $58.60 cs-20
OM2052	DURACLEAR Cuffed Mask, Infant	$2.93 ea, $58.60 cs-20
OM2053	DURACLEAR Cuffed Mask, Toddler	$2.93 ea, $58.60 cs-20
OM2054	DURACLEAR Cuffed Mask, Child/Small Adult	$2.93 ea, $58.60 cs-20
OM2055	DURACLEAR Cuffed Mask, Medium Adult	$2.93 ea, $58.60 cs-20
OM2056	DURACLEAR Cuffed Mask, Large Adult	$2.93 ea, $58.60 cs-20
OM2061	Valved Tee, 22mm OD/ID for Nebulizer	$5.21 ea
OM2210	Breathrite Valved Holding Chamber, Rigid	$4.66 ea, $93.15 cs-20
OM2230	O2-RESQ Valved tee adapter, 22mm x 30mm	$3.17 ea
OM22883	MedSource Up-Draft Nebulizer, Hand-Held	$0.93 ea, $46.58 cs-50
OM22885	MedSource Nebulizer with Mask, Adult	$1.31 ea, $65.55 cs-50
OM22886	MedSource Nebulizer with Mask, Pediatric	$1.31 ea, $65.55 cs-50
OM24003	MedSource Nasal Cannula, Non-flared, Adult	$0.35 ea, $17.25 cs-50
OM24004	MedSource Nasal Cannula, Flared, Adult	$0.35 ea, $17.25 cs-50
OM24101	MedSource Nasal Cannula, Pediatric	$0.69 ea, $34.50 cs-50
OM2431	AirLife Misty Max 10 Nebulizer and 7' Oxygen Tubing	$1.73 ea, $86.25 cs-50
OM2438	AirLife Misty Max 10 Nebulizer, Handheld w/ Mouthpiece	$2.04 ea, $101.78 cs-50

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OM2505	90 degree Elbow Adapter	$1.59 ea
OM25055	MedSource O2 Mask, Non-Rebreather, Infant	$1.28 ea, $64.00 cs-50
OM25058	MedSource O2 Mask, Non-Rebreather, Pedi	$1.10 ea, $55.20 cs-50
OM25059	MedSource O2 Mask, Partial Non-Rebreather, Adult	$0.90 ea, $44.85 cs-50
OM25060	MedSource O2 Mask, Complete Non-Rebreather, Adult	$0.90 ea, $44.85 cs-50
OM2600A	Nebulizer to Bag Mask ADAPTER KIT, Deluxe	$6.18 ea
OM2602A	Nebulizer to Bag Mask ADAPTER KIT, Standard	$3.42 ea
OM26041	MedSource O2 Mask, Medium Concentration, Adult	$0.79 ea, $39.68 cs-50
OM26042	MedSource O2 Mask, Medium Concentration, Pedi	$1.04 ea, $51.75 cs-50
OM28022	HEPA Filter, Hepa Light, Large	$5.00 ea, $100.05 cs-20
OM28062	HEPA Filter, Hepa, Small	$4.66 ea, $116.44 cs-25
OM2862	Portex Bacterial / Viral Filters	$2.24 ea, $89.70 cs-40
OM2873	Thermovent Heat and Moisture Exchanger HEPA Filter	$186.50 cs-50
OM3201	SMART BAG MO Bag Mask Resuscitator, Adult	$19.67 ea, $235.98 cs-12
OM3211-TP	Smart Bag MO Child w/Timing Light and PEEP Valve	$27.60 ea, $331.20 cs-12
OM3211C	SMART BAG MO Bag Mask Resuscitator, Child	$19.67 ea, $235.98 cs-12
OM3504	Nasal Cannula, Infant	$1.14 ea, $57.00 cs-50
OM4050	AeroEclipse II Breath Actuated Nebulizer (BAN)	$17.94 ea
OM4200H	AMBU SPUR II Resuscitator w/HEPA Filter, Adult	$17.22 ea, $206.64 cs-12
OM4300H	AMBU SPUR II Resuscitator w/HEPA Filter, Pedi	$19.29 ea, $231.48 cs-12
OM44031	Inter-Guard Breathing Filter w/ Luer Port, 99.998%, Sterile	$1.93 ea, $96.60 cs-50
OM5011	Laerdal The BAG II Resuscitator, Adult	$10.70 ea, $128.34 cs-12
OM5021	Laerdal The BAG II Resuscitator, Pediatric	$10.70 ea, $128.34 cs-12
OM5031	Laerdal The BAG II Resuscitator, Infant	$10.70 ea, $128.34 cs-12
OM5200	Ambu SPUR II Bag Mask Resuscitator, Adult	$10.14 ea, $121.68 cs-12
OM52951	DURACLEAR Cuffed Mask w/valve, Neonate	$2.73 ea, $54.60 cs-20
OM52952	DURACLEAR Cuffed Mask w/valve, Infant	$2.73 ea, $54.60 cs-20
OM52953	DURACLEAR Cuffed Mask w/valve, Toddler	$2.73 ea, $54.60 cs-20
OM52954	DURACLEAR Cuffed Mask w/valve, Child/Small Adult	$2.73 ea, $54.60 cs-20
OM52955	DURACLEAR Cuffed Mask w/valve, Medium Adult	$2.73 ea, $54.60 cs-20
OM52956	DURACLEAR Cuffed Mask w/valve, Large Adult	$2.73 ea, $54.60 cs-20
OM5300	Ambu SPUR II Bag Mask Resuscitator, Pediatric	$14.46 ea, $173.52 cs-12
OM5400	Ambu SPUR II Bag Mask Resuscitator, Infant	$14.46 ea, $173.52 cs-12
OM54021	Ambu SPUR II Bag Mask Resuscitator, Infant w/ PEEP	$210.31 cs-12
OM5500	RescuMed BVM, Small Adult, 1500mL, w/ Adult Mask	$10.18 ea, $61.07 cs-6
OM5510	RescuMed BVM, Adult w/ strap, w/ Filter and Manometer	$11.04 ea, $66.24 cs-6

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Item No	Description	Contract Prices
OM55330	PEEP Valve, 30mm, w/Extra 22mm Male Adapter	$6.14 ea, $73.66 bx-12
OM55375	Exhalation Filter (30mm O.D. X 30mm I.D.)	$3.80 ea, $75.90 cs-20
OM5600	ViroMax Viral & Bacterial Filter	$72.45 cs-50
OM56004	BVM, Adult CPR-2, w/ Mask, O2 Reservoir Bag	$10.90 ea, $65.41 cs-6
OM56059	CPR-2 Resuscitator w/manometer, Adult	$14.42 ea, $86.53 cs-6
OM56102	CPR-2 Resuscitator w/manometer, Child	$18.04 ea, $108.26 cs-6
OM56202	CPR-2 Resuscitator w/manometer/popoff, Infant	$17.11 ea, $102.67 cs-6
OM58506	CPR2 BVM, Small Adult, O2 res bag, pop-off, peep & manometer	$24.36 ea, $146.14 cs-6
OM6159	HEPA Filter, CO2 Port, 15mmOD/22mmID x 22mmOD	$3.42 ea, $170.78 cs-50
OM6216	Clear Bacterial/Viral Filter, 22F x 22/15	$83.59 cs-50
OM6701	LSP Bag Mask Resuscitator, Pediatric	$13.46 ea, $80.76 cs-6
OM6702	LSP Bag Mask Resuscitator, Infant	$13.46 ea, $80.76 cs-6
OM6704	LSP Bag Mask Resuscitator, Adult	$13.46 ea, $80.76 cs-6
OM7020	Single use Disposable PEEP Diverter	$26.70 cs-10
OM7100	RUSCH Bag Mask Resuscitator, Adult	$13.46 ea, $80.73 cs-6
OM7200	RUSCH Bag Mask Resuscitator, Pediatric	$16.59 ea, $99.57 cs-6
OM7290	ClearLite Mask, Size 0, Neonate, Blue	$0.81 ea, $32.57 cs-40
OM7291	ClearLite Mask, Size 1, Infant, Grey	$0.79 ea, $23.81 cs-30
OM7292	ClearLite Mask, Size 2, Pediatric, White	$0.89 ea, $22.25 cs-25
OM7293	ClearLite Mask, Size 3, Small Adult, Yellow	$0.94 ea, $32.84 cs-35
OM7294	ClearLite Mask, Size 4, Adult, Green	$1.12 ea, $39.12 cs-35
OM7295	ClearLite Mask, Size 5, Large Adult, Orange	$1.04 ea, $36.23 cs-35
OM7300	RUSCH Bag Mask Resuscitator, Infant	$16.59 ea, $99.57 cs-6
OM7700	RescuMed BVM, Infant, 300mL, w/ Infant Mask & Pop-Off	$11.04 ea, $66.24 cs-6
OM7710	RescuMed BVM, 300ml Infant w/Filter and Manometer	$12.77 ea, $76.59 cs-6
OM8184	Filter Adapter, 15mmID/22mmOD x 30mmOD	$69.00 cs-50
OM8800	RescuMed BVM, Pediatric, 1000mL, w/ Pedi Mask	$11.04 ea, $66.24 cs-6
OM8810	RescuMed BVM, 1000ml Pediatric w/Strap, Filter and Manometer	$11.73 ea, $70.38 cs-6
OM9800	Pocket BVM Bag Mask Resuscitator w/O2	$42.78 ea
OM9805	Pocket BVM Bag Mask Resuscitator	$38.64 ea
OS00T	Aluminum Oxygen Cylinder with Toggle, C Size	$56.93 ea
OS01JT	Aluminum Oxygen Cylinder with Toggle, Jumbo D	$84.87 ea
OS01JZV	MERET Oxygen Cylinder with Z Valve, Jumbo D Size	$96.53 ea
OS01T	Aluminum Oxygen Cylinder with Toggle, D Size	$63.48 ea
OS01ZV	MERET Oxygen Cylinder with Z Valve, D Size	$61.82 ea
OS02T	Aluminum Oxygen Cylinder with Toggle, E Size	$66.93 ea

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OS21	Oxygen Transfiller, CGA to Pin Index	$144.87 ea
OS311X	SurgeX Oxygen Cylinder Valve	$68.31 ea
OS415T	LUXFER Carbon Composite Cylinder with Toggle, D	$210.45 ea
OS422T	LUXFER Carbon Composite Cylinder w/Toggle, Jumbo D	$224.25 ea
OT2865	Handwheel with chain for O2 Cylinder	$12.41 ea
OT76	Toggle Kit for O2 Cylinder (with Pin)	$3.80 ea
OT80	Small Metal Wrench for O2 Cylinder	$2.59 ea
OT82	Large Wrench for O2 Cylinder	$5.51 ea
OT83	Small Nylon Wrench for O2 Cylinder	$1.90 ea
OT85	Toggle Kit for O2 Cylinder (with Screw)	$3.80 ea
OT90	Post Valve Dust Cover for O2 Cylinder	$0.32 ea, $31.74 bg-100
OT99	Gaskets (butyl rubber/brass)	$0.81 ea, $40.37 bg-50
OTWO_01CV0217	O-Two CPAP System, Large Adult, w/Manometer	$465.75 cs-10
OTWO_01CV0218	O-Two CPAP System, Adult, w/Manometer	$48.27 ea, $482.66 cs-10
OTWO_01CV0220-CS	Nebulizer Kit for use with O-Two CPAP	$9.80 ea, $97.98 cs-10
OTWO_01CV8030-CS	Ventilator Circuit with Protective Sleeve	$27.53 ea, $275.31 cs-10
OTWO_01CV8040-CS	Intake filter/cover, O-Two Medical "e" Series	$41.06 cs-10
OTWO_01EVE500	O-Two E500 Automatic Transport Ventilator	$4335.67 ea
OTWO_01EVE600	O-Two E600 Automatic Transport Ventilator	$5255.92 ea
OTWO_01EVE700	O-Two E700 Automatic Transport Ventilator	$6481.59 ea
PALM_29657-001	CareFusion Patient Circuit, w/o PEEP, 22mm SPU	$24.15 ea, $241.50 cs-10
PRME_8MFA1005PTO	FLOWMETER, COMPACT, 0-15LPM W/POWER TAKEOFF	$56.58 ea
PULM_313-7029EA	BiTrac ED Mask Only, Medium	$25.01 ea, $250.13 cs-10
SMIT_002865	Filtered Heat and Moisture Exchanger, cs/40	$132.83 cs
SMIT_100/905/340	Pneupac ParaPAC Single Limb Circuit w/o PEEP Valve, cs/10	$165.50 cs
SMIT_32490B10	Pet Oxygen Mask, Large	$31.74 ea
SMIT_32490B15	Pet Oxygen Mask, Medium	$31.74 ea
SMIT_32490B16	Pet Oxygen Mask, Small	$31.74 ea
SMIT_P310NUS	PARAPAC PLUS KIT WITH INTERNAL PEEP AND CPAP	$5403.22 ea
SMIT_V7148	Pet Oxygen Mask Kit, Liter Flow	$86.25 ea
SMIT_V7149	Animal Anesthesia Mask Kit, 5 Sizes, Positive Pressure	$113.16 ea
SW1178	C.P.R. Board	$86.25 ea
WMED_0210	VixOne Nebulizer w/mouthpiece, tee and tubing	$55.20 cs-50

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Patient Transport

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BEAR	Stuffed Bear, Brown	$7.55 ea, $90.60 cs-12
BS080	Disposable Emergency Blanket, Gray	$4.83 ea, $48.30 cs-10
BS0983	GRAHAM InstaKit Standard Bedding Kit	$3.31 ea, $82.80 cs-25
BS10	Emergency/Survival Blanket	$1.73 ea
BS1721	DUKAL Silver Survival Wrap	$0.59 ea, $146.63 cs-250
BS2030	Pillow Case, Waterproof plastic, 21" x 30"	$35.88 cs-100
BS21400	KLEENEX Facial Tissue, Regular Size (Box of 100)	$1.35 bx, $48.44 cs-36
BS2198	Pillow, Re-usable, Standard Size	$4.80 ea, $57.55 cs-12
BS235	Pillow, Disposable, Standard Size	$3.97 ea, $47.61 cs-12
BS248	Pillow, Disposable, Small Size	$1.73 ea, $41.40 cs-24
BS263100	Body Bag, White, Standard w/Envelope Zip	$127.65 cs-10
BS2657	GRAHAM MegaMover Select Portable Transport Unit	$31.74 ea, $253.92 cs-8
BS3084S	TAYLOR SureFit Fitted Sheet, Blue, 400lbs (CS/50)	$72.80 cs
BS3378	SnugFit Nonwoven Barrier Sheet, Blue, 30" x 84"	$12.77 pk-5, $127.65 cs-50
BS3382	GRAHAM Visiblanket Yellow EMS blanket	$4.20 ea, $105.00 cs-25
BS34790	WYPALL X60 Wiper, POP-UP Box (Box of 126)	$10.21 bx, $102.12 cs-10
BS3484H	TAYLOR SureFit Fitted Sheet, White, 450lbs (CS/50)	$116.44 cs
BS380	WOOL-BLEND Blanket, 80% wool, 66" x 90"	$12.08 ea, $120.75 cs-10
BS4006	Baby Bunting	$6.14 ea
BS4080-BLK	Titan Soft Stretcher	$48.27 ea, $241.33 cs-5
BS4250	Eco-Force Sheet, for Stryker XPS & Ferno X1 Mattress, Green	$79.32 cs-50
BS4300	TAYLOR SureFit E-Force Fitted Sheet, Grey, 300lbs	$100.05 cs-50
BS434	Newborn Knit Caps, Pink and Blue Stripes	$1.17 ea, $58.50 bg-50
BS436	Pillow Case, 21" x 30", White (Case of 100)	$43.13 cs
BS4381-WHT	Taylor TitanPC Soft Stretcher, White	$19.67 ea, $196.65 cs-10
BS4382-ORG	Taylor TitanPCX Soft Stretcher w/Slot, Orange	$20.36 ea, $203.55 cs-10
BS4383-WHT	Taylor TitanChair, White	$13.77 ea, $137.66 cs-10
BS4419	PowerFit Nonwoven Sheet, Blue, 33" x 89"	$158.00 cs-50
BS4420	PowerFit Barrier Sheet, 33" x 89"	$145.00 cs-50
BS4480-BLK	Taylor Titan II Soft Stretcher	$50.72 ea, $253.58 cs-5
BS4547	SnugFit Nonwoven Sheet, Blue, 30" x 84"	$10.50 pk-5, $105.00 cs-50
BS47256	GRAHAM Apex ECONOMY Pillow Case (Case of 100)	$24.84 cs
BS4849	GRAHAM Economy Yellow Blanket (Case of 25)	$46.92 cs
BS5080-ORG	TAYLOR Economy Fleece Blanket, Orange	$6.38 ea, $63.83 cs-10
BS52166	GRAHAM Apex ECONOMY Flat Stretcher Sheet (Cs/50)	$29.33 cs

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Item No	Description	Contract Prices
BS5247	SnugFit Nonwoven Sheet, Light Blue, 30" x 84"	$86.25 cs-50
BS552	Stretcher Sheet, Fitted, Blue	$89.50 cs-50
BS6	YELLOW Emergency Blanket	$2.52 ea, $60.44 cs-24
BS6080-BLU	TAYLOR Healthcare Blanket, Light Weight, Blue	$8.94 ea, $89.36 cs-10
BS6080-MAR	TAYLOR Healthcare Blanket, Light Weight, Maroon	$8.94 ea, $89.36 cs-10
BS6090-BLU	TAYLOR Healthcare Blanket, Medium Weight, Blue	$13.77 ea, $137.66 cs-10
BS6090-MAR	TAYLOR Healthcare Blanket, Medium Weight, Maroon	$13.77 ea, $137.66 cs-10
BS6090STAR	TAYLOR All Weather Nylon Fleece Blanket w/Star of Life	$230.60 cs-10
BS62292	GRAHAM Comfort1 Disposable Blanket, Gray 50"x84"	$5.09 ea, $50.92 cs-10
BS703	Pillow Case, 21" x 30", Blue (Case of 100)	$31.74 cs
BS7105	Underpad, 17" x 24" (Case of 300)	$41.40 cs
BS7173	Underpad, 23" x 36" (Case of 150)	$33.47 cs
BS7225	Underpad, 23" x 24" (Case of 200)	$48.30 cs
BS72930	SnugFit Expandable Mattress Cover, 36" x 84"	$13.80 pk-5, $82.80 cs-30
BS7303A	DUKAL Yellow Emergency Blanket	$2.55 ea, $127.65 cs-50
BS734	Kuddle-Up Baby Blanket, Pink and Blue Stripes	$1.62 ea, $116.75 cs-72
BS75	Body Bag, Mesh, Yellow, 36" x 94"	$44.30 ea
BS77723	GRAHAM Comfort1 Polar Fleece Blanket, Blue	$7.94 ea, $79.35 cs-10
BS800	GRAHAM MegaMover Portable Transport Unit	$21.74 ea, $217.40 cs-10
BS800-PG	GRAHAM MegaMover with PowerGrips	$29.64 ea, $237.12 cs-8
BS800PLUS	GRAHAM MegaMover Plus Portable Transport Unit	$33.47 ea, $334.70 cs-10
BS800PLUS-PG	GRAHAM MegaMover Plus with Power Grips, Grey	$36.23 ea, $289.84 cs-8
BS81707	GRAHAM Disaster Response MegaMover	$33.47 ea
BS8210	Blizzard Light Hypothermia Prevention Blanket	$23.05 ea
BS8813	AllCare Linen Kit with Heavy Duty Fitted Sheet	$3.34 ea, $83.49 cs-25
BS903690	TAYLOR SureFit G-Force Fitted Sheet, Blue, 400lbs (CS/30)	$77.28 cs
BS923084	TAYLOR SureFit Fitted Sheet, Grey, 300lbs	$68.17 cs-50
BS928	Stretcher Sheet, Flat (Case of 50)	$29.33 cs
BS953084	TAYLOR SureFit Fitted Sheet, Green, 250lbs	$59.00 cs-50
DICK_11160BK	Shoulder Harness Restraint System, Nylon, Black	$59.17 ea
DICK_47091OR	Polypropylene, Plastic Side Release Buckle, 1 pc, 9', Orange	$5.52 ea
FIRS_2915	Stuffed Dog, Brown	$6.87 ea, $82.44 cs-12
GRAH_65245	PocketFit Sheet, White, 30" x 72" (cs/50)	$72.11 cs
HILT_14T	HILT – Model 14T, Tactical Use Version	$114.71 ea
HT2111	Ready-Heat 1 Panel Warming Wrap	$13.08 ea
HT2222A	Ready-Heat II Blanket	$26.91 ea, $215.28 cs-8

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HT350I	Ready-Heat Infant Warming Cocoon	$16.22 ea
HWEL_CC21009-400	Patient Restraints for Combicarrier (Set of 4, speed clip)	$72.45 ea
IC1000	Quantum Containment Unit, Negative Pressure Iso Cell	$5516.55 ea
MORR_1691	BEST STRAP Carrying Case	$13.46 ea
MSI_MS-BOD200	Body Bag, Black, Heavy Duty w/ handles	$26.57 ea, $265.65 cs-10
PA0810	Medication Transfer Bag - Tamper Evident, bg/100	$18.98 bg
PA088	The Barf Bib	$3.28 ea, $327.75 cs-100
PA3933	Emesis Bag	$17.60 bg-25, $70.38 cs-100
PA55	BIOHOOP Emesis Bag	$1.55 ea, $18.63 pk-12
PA56	Convenience Bag	$1.21 ea, $289.80 cs-240
PA57	Emesis Basin, 600 cc	$0.35 ea, $87.50 cs-250
PA58	Bedpan, Commode Style	$1.75 ea
PA59	Male Urinal with Lid	$0.78 ea, $37.44 cs-48
PA60	Bedpan, Fracture Style	$1.32 ea, $66.00 cs-50
PA6310	Patient Belonging Bag, 18" x 20" White	$4.14 pk-10, $103.50 cs-250
PA6330	Patient Belonging Bag, 18" x 20" Clear	$4.50 pk-10, $112.50 cs-250
PA65	Wash Basin, 6 quart	$0.93 ea, $46.50 cs-50
PA66	Wash Basin, 3.5 quart	$1.48 ea, $148.35 cs-100
PA70600	Emesis Bag w/graduations, 1000cc	$11.90 pk-25, $238.05 cs-500
PA80328	Emesis Bag	$17.94 bg-24, $107.64 cs-144
PA80328D	Dispenser for Emesis Bag	$28.98 ea
RS0121	D-Ring Strap, 12', Polypropylene, Black	$7.07 ea
RS0201	D-Ring Strap, 20', Polypropylene, Black	$9.32 ea
SW044	FERNO MEDI-PAC Rescue Seat	$149.04 ea
SW059AB-BLU	FERNO EZ Glide Stair Chair, Model 59-T, BLUE	$2759.31 ea
SW059AB-RED	FERNO EZ Glide Stair Chair, Model 59-T, RED	$2759.31 ea
SW2200P	Hartwell COMBICARRIER II	$793.50 ea
SW2510	ON A BOARD Backboard Pad	$15.87 ea, $158.70 cs-10
SW3101-ORG	Reeves Stretcher, Model 101, Orange	$289.80 ea
SW359-YEL	Iron Duck ULTRA LOC Backboard, 16", Yellow	$131.10 ea
SW4100	Back Raft Air Mattress	$24.84 ea
SW4150A	Back Raft Hand Pump	$24.50 ea
SW4775	SchureSlide Ambulance Patient Transfer System	$62.07 ea
SW500	Laerdal BAXSTRAP Backboard	$158.70 ea
SW50469	Rescue Essentials QuikLitter Lite	$21.74 ea
SW56307	GRAHAM MegaMover Transport Chair	$16.22 ea, $162.20 cs-10

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SW5850-YEL	Iron Duck BASE Board, 16", Yellow	$113.85 ea
SW60400	Camel Lifting Chair with Airflo 24	$2069.31 ea
SW665-YEL	Iron Duck ULTRA-VUE Backboard, 16", Yellow	$134.55 ea
SW70	THE RESPONDER—AV Air Filled Child Restraint Seat	$586.50 ea
SW7001	RexONE Sand Tire Kit	$846.22 ea
SW7002	RexONE Bike Tow Kit	$348.45 ea
SW7004	RexONE Standard Carry Case/Backpack	$155.25 ea
SW70200	Elk Lifting Cushion with Airflo 24	$1379.31 ea
SW7801	RexONE Rapid Extrication System, All Terrain, 20" Tires, BLK	$2628.90 ea
SW7802	RexONE Rapid Extrication System, All Terrain, 20" Tires, BLU	$2628.90 ea
SW7803	RexONE Rapid Extrication System, All Terrain, 20" Tires, RED	$2628.90 ea
SW7901	RexONE w/Descent Control System All Terrain 20" Tires, Black	$2894.55 ea
SW7902	RexONE w/Descent Control System All Terrain 20" Tires, Blue	$2894.55 ea
SW7903	RexONE w/Descent Control System All Terrain 20" Tires, Red	$2894.55 ea
SW7999	EVACU-AID Stretcher	$24.91 ea, $298.91 cs-12
SW8350	The SAMSON STRAP	$89.67 ea
SW940-BLU	Iron Duck ULTRA SPACESAV Backboard, Blue	$257.37 ea
SW940-YEL	Iron Duck ULTRA SPACESAV Backboard, Yellow	$257.37 ea
SW940C-RED	Backpack Case for Iron Duck ULTRA SPACESAV, Red	$83.49 ea
SW940P-BLU	Iron Duck ULTRA SPACESAV Backboard with PINS, Blue	$266.34 ea
SW940P-YEL	Iron Duck ULTRA SPACESAV Backboard with PINS, Yellow	$266.34 ea
SX1210-BLK	MORRISION Restraint, SPEED CLIP, Black	$13.77 ea
SX1210-ORG	MORRISION Restraint, SPEED CLIP, Orange	$13.77 ea
SX1280	Original BEST STRAP System	$34.47 ea
SX1300A-BLK	MORRISON POLYPROPYLENE Restraint, 2 pc, Black	$8.69 ea
SX1300A-ORG	MORRISON POLYPROPYLENE Restraint, 2 pc, Orange	$8.69 ea
SX1308-BLK	MORRISON POLYPROPYLENE Restraint, 1 pc, Black	$10.52 ea
SX1381	Economy BEST STRAP System with Velcro, Black	$28.12 ea
SX195-ORG	BIOTHANE Shoulder Harness Restraint, Orange	$63.83 ea
SX195-YEL	BIOTHANE Shoulder Harness Restraint, Yellow	$63.83 ea
SX24A-ORG	BIOTHANE Restraint, 2' Ext, Metal Buckle, Orange	$13.46 ea
SX24A-YEL	BIOTHANE Restraint, 2' Ext, Metal Buckle, Yellow	$13.46 ea
SX2510	POSEY Limb Holder, Economy with Foam Cuff	$4.55 pr, $218.59 cs-48
SX2532	POSEY Limb Holder, Quick-Release with Foam Cuff	$7.42 pr
SX2631	POSEY Limb Holder, Deluxe w/Cotton Flannel Cuff	$10.70 pr
SX2750	POSEY TWICE-AS-TOUGH (T-A-T) Cuff, Wrist (Pair)	$26.22 pr

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Item No	Description	Contract Prices
SX2755	POSEY TWICE-AS-TOUGH (T-A-T) Cuff, Ankle (Pair)	$26.22 pr
SX402	Body Strap, Single-Use Peel-n-Stick (Pack of 3)	$4.80 pk, $239.78 cs-50
SX500	SPIDER-Loop Strap	$73.00 ea
SX510	SPIDER-Clip Strap	$73.00 ea
SX5508	Spider-PAK Strap Set (Adult/Pedi)	$95.02 ea
SX5622	The Original SPIDER STRAP, Multi-Color	$68.43 ea
SX5644	The Original SPIDER STRAP, Blue and Orange	$68.43 ea
SX5676	PEDI-Spider Strap	$45.61 ea
SX602	Body Strap w/Buckle and Speed-Clips (Pack of 3)	$15.87 pk
SX60C-ORG	BIOTHANE Restraint, Metal Buckle/Speed Clip, Org	$19.98 ea
SX60C-YEL	BIOTHANE Restraint, Metal Buckle/Speed Clip, Yel	$19.98 ea
SX60E-YEL	BIOTHANE Restraint, Plast Buckle/ Loop Lk, Yel	$15.87 ea
SX60F-ORG	BIOTHANE Restraint, Metal Buckle/Loop Lk, Org	$19.29 ea
SX60F-YEL	BIOTHANE Restraint, Metal Buckle/Loop Lk, Yel	$19.29 ea
SX90000-BLK	U Body Economy Body Strap System	$25.50 ea
SX91071-BLK	Nylon Patient Restraint, Metal Buckle, 1pc, Black	$11.01 ea
SX91152-BLK	Nylon Patient Restraint, Metal Buckle, 2pc, Black	$9.63 ea
SX91152-ORG	Nylon Patient Restraint, Metal Buckle, 2pc, Orange	$9.63 ea
SX97152-BLU	Restraint Strap, Disposable, Loop-Lock, 2pc, Blue	$8.28 pk-3, $99.36 cs-36
SX97152-ORG	Restraint Strap, Disposable, Loop-Lock, 2pc, Org	$8.28 pk-3, $99.36 cs-36
SX97552-ORG	Restraint Strap, Disposable, Speed Clip, 2pc, Org	$6.87 ea

Rescue

Item No	Description	Contract Prices
IR500E	Conterra TRAUMA-PRO Radio Holster	$24.56 ea
RD2021	Conterra POW Response Pack, Blue	$124.41 ea
RD4011	Conterra MCI Kit	$232.36 ea
RD5004B	DMS Treatment Area Tarp Set in carrying case	$534.75 ea
RD5012	DMS Identification Flag Set	$205.21 ea
RD5763	DMS EMT3 6 Bay Ribbon Dispenser	$105.23 ea
RD5844	EMT3 Basic Tabletop Training Essentials Kit	$74.11 ea
RD5930	DMS S.T.A.R.T. Triage Trainer Wheel	$3.97 ea, $39.68 pk-10
RS11	Conterra TRIAGE TARP, Red	$97.01 ea
RS12	Conterra TRIAGE TARP, Yellow	$97.01 ea
RS13	Conterra TRIAGE TARP, Green	$97.01 ea
RS14	Conterra TRIAGE TARP, Black	$97.01 ea

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Item No	Description	Contract Prices
RS500	THOMAS Triage Pack Kit	$82.80 ea
RS5895	DMS Compact Triage Ribbon Kit	$79.70 ea
RS80	Conterra Triage Belt	$20.29 ea
RS88B	Conterra TRIAGE TAPE, Black and White	$3.42 ea
RS88G	Conterra TRIAGE TAPE, Green	$3.42 ea
RS88R	Conterra TRIAGE TAPE, Red	$3.42 ea
RS88Y	Conterra TRIAGE TAPE, Yellow	$3.42 ea
RS90	Conterra DELUXE Triage Belt	$38.33 ea
RS98	Conterra ADJUSTA-PRO Chest Harness	$26.22 ea
TX5006	ALL RISK Triage Tag	$1.28 ea, $63.83 pk-50
TX5420	ALL RISK Triage Tag with Wristband	$1.62 ea, $81.08 pk-50
TX922	EVACU-AID Triage Tag	$0.52 ea, $26.22 pk-50
TXMT	METTAG	$0.93 ea, $46.58 pk-50

Training / Operations

Item No	Description	Contract Prices
LAER_170-50750	Resusci Anne QCPR (Rechargeable) Battery Upgrade Kit	$373.15 ea
LAER_185-50050	Physio/Mindray to ShockLink Training Adaptor	$65.03 ea
LAER_185-50450	Zoll ShockLink Training adapter	$64.60 ea
LAER_200-00250	Cricothyroid Membrane Tape (5 yd roll	$28.05 rl
LAER_250-21050	Training Airway Lubricant Spray (45mL)	$25.46 ea
NASC_LF01036U	Life/form Spinal Injection Simulator	$1107.55 ea
NASC_LF01420UG	Life/form C.H.A.R.L.I.E. Neonatal Simulator w/ECG	$2158.11 ea
NASC_LF01421U	Life/form C.H.A.R.L.I.E. Neonatal Resus Simulator w/o ECG	$1427.11 ea
NASC_LF03669U	Life/form Airway Larry Trainer	$1211.25 ea
NASC_LF03718U	Life/form Deluxe Complete Infant CRiSis Manikin	$2815.16 ea
NASC_LF03749U	Life/form Bariatric CPR Manikin, Black	$433.46 ea
NASC_LF03750U	Life/form Bariatric CPR Manikin	$433.46 ea
NASC_LF03763U	Life/form Airway Management Trainer, Child	$1118.56 ea
NASC_LF04023U	Complete KERi Auscultation Manikin (Light) w/ Case	$4249.96 ea
NASC_LF04118U	Complete GERi Auscultation Manikin (Medium) w/ Case	$4249.96 ea
SIMU_060	Simulaids Critical Airway Management Trainer	$1363.36 ea
SIMU_1338	Simulaids Rescue Randy, 55 lbs	$893.31 ea
SIMU_1344	Simulaids Rescue Randy, 145 lbs	$1161.91 ea
SIMU_1345	Simulaids Rescue Randy, 165 lbs	$1342.96 ea
SIMU_1351	Simulaids Rescue Timmy	$200.56 ea

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Item No	Description	Contract Prices
SIMU_1434	Simulaids Rescue Randy Combat Challenge, 145 lbs	$1163.61 ea
SIMU_1437	Simulaids Rescue Randy, 200 lbs	$1879.31 ea
SIMU_1475	Simulaids Rescue Randy I.A.F.F., 165 lbs	$1388.01 ea
SIMU_149-1390U	Simulaids Rescue Randy, 125 lbs	$1165.31 ea
SIMU_149-1480U	Simulaids Rescue Randy, 185 lbs	$1762.01 ea
SIMU_173	Baby, Full Term, for OB manikin	$187.81 ea
SIMU_205	Humerus Intraosseous Trainer	$350.16 ea
TR00077	AmbuMan Battery Pack	$284.24 ea
TR01050Q	Laerdal LITTLE ANNE QCPR Manikin	$237.15 ea
TR01050QPK	Laerdal LITTLE ANNE QCPR Manikin 4-Pack	$871.68 ea
TR020300	Laerdal LITTLE ANNE Airways (Bag of 24)	$55.25 bg, $221.00 cs-4
TR050100	Laerdal BABY ANNE Airways (Box of 24)	$22.53 bx
TR050200	Laerdal BABY ANNE Faces (Box of 6)	$67.58 bx
TR050400	Laerdal BABY ANNE Jaw	$8.29 ea
TR086	Simulaids Adult Airway Management Trainer Torso	$1242.66 ea
TR090	Simulaids Pediatric ALS Trainer	$913.75 ea
TR10050SL	Laerdal ShockLink System	$539.75 ea
TR102103	SimVS Virtual Simulation System	$5295.50 ea
TR1081	Life/form Crico. Simulator Repl Kit (3 Skins and Inserts)	$260.06 ea
TR1082	Life/form Cricothyrotomy Simulator Neck	$675.75 ea
TR1108U	Life/form Intraosseous Infusion Simulator	$676.56 ea
TR1134	Life/form Cricothyrotomy Cartilage Inserts (Pack of 12)	$75.61 pk
TR120	Simulaids Deluxe IV Training Arm	$593.26 ea
TR12950QCPR	Laerdal LITTLE JUNIOR QCPR Manikin 4-Pack	$840.65 ea
TR15000	Laerdal RESUSCI ANNE Adv SkillTrainer,w/ IV Arm, Shocklink	$7097.50 ea
TR151200	Laerdal Manikin Face Shields (Roll of 36)	$11.31 ea, $67.83 bx-6
TR152400	Laerdal Manikin Wipes (Box of 50)	$8.93 bx
TR17150	Laerdal RESUSCI ANNE First Aid Manikin, Torso	$1580.15 ea
TR17160QCPR	Laerdal RESUSCI ANNE QCPR Manikin, Torso	$1639.65 ea
TR17250	Laerdal RESUSCI ANNE First Aid Manikin, Full Body	$1809.65 ea
TR180	Simulaids O.B. Manikin	$616.25 ea
TR1800P	Simulaids Tension Pneumothorax Simulator	$568.65 ea
TR181001	Laerdal Resusci Junior QCPR Manikin	$1639.65 ea
TR183210	Laerdal JUNIOR Airways (Pack of 25)	$57.80 pk
TR20001	SimMan ALS Manikin, Light Skin	$17494.70 ea
TR20005050	Laerdal Megacode Kelly Advanced	$8155.75 ea

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TR20450150	Laerdal LLEAP Software for SimPad PLUS System	$2507.50 ea
TR20630001	Laerdal SimPad PLUS System SkillReporter	$1750.15 ea
TR2125	Simulaids Face Shield/Lung System, Sani-Baby (Bag of 100)	$34.00 bg
TR2135	Simulaids Face Shield/Lung System, Adult (Bg/100)	$45.86 bg
TR2145	Simulaids Economy Adult Sani-Manikin 4-Pack	$396.91 ea
TR2151	Simulaids Instructors Economy Starter Package	$845.71 ea
TR2153	Simulaids Sani 3/2 Manikin Pack	$684.21 ea
TR250	Laerdal AIRWAY MANAGEMENT TRAINER, Infant	$651.95 ea
TR250000	Laerdal AIRWAY MANAGEMENT TRAINER	$1996.65 ea
TR2905	Simulaids CPR KIM/KEVIN Airway System (Box of 24)	$72.21 bx
TR2951	Simulaids CPR KYLE Manikin, Caucasian	$363.76 ea
TR2955	Simulaids CPR KYLE Airway System (Box of 24)	$71.36 bx
TR301050	Laerdal Little Baby QCPR Manikin, Light	$228.65 ea
TR303050	Laerdal Little Baby QCPR Manikin, Dark	$228.65 ea
TR310150	Laerdal Little Baby QCPR Manikin Lung Replacement (pk/24)	$29.33 pk
TR310210	LAERDAL Adult Manikin Faces (Box of 6)	$62.48 bx
TR350	Simulaids STAT Baby Manikin	$4298.41 ea
TR3699	Life/form AIRWAY LARRY Trainer w/Stand	$896.71 ea
TR3890	Life/form ADULT Crisis Manikin (Base Model), IV/BP Arm,Case	$3898.95 ea
TR400IM-MS	Prestan Pro Infant CPR Training Manikins 4-Pack, Med Skin	$588.00 ea
TR400M-MS	Prestan Manikin Adult 4-Pack, Medium Skin	$655.59 ea
TR401050	Laerdal Little Baby QCPR Manikin, 4-Pack, Light	$820.25 pk
TR403050	Laerdal Little Baby QCPR Manikin, 4-Pack, Dark	$820.25 pk
TR40700	AmbuMan Advanced Manikin	$11741.36 ea
TR500D	Prestan Dark Skin Family Pack Manikins w/CPR Monitor	$706.26 ea
TR500M	Prestan Medium Skin Family Pack Manikins w/CPR Monitor	$706.26 ea
TR502	Simulaids Deluxe Adult Airway Management Head	$1487.50 ea
TR50941	Brayden CPR Training Manikin, White Indicator Lights	$535.50 ea
TR601050	Laerdal Little Family QCPR Manikins, Light	$576.30 ea
TR6075	Casualty Care Rescue Randy Manikin, Basic	$15296.56 ea
TR60750	Laerdal LITTLE ANNE QCPR Upgrade Kit	$70.98 ea
TR60751	Laerdal Little Junior QCPR Upgrade Kit	$68.21 ea
TR620	Simulaids XTREME TRAUMA Wound Simulation Kit	$1332.76 ea
TR651	Professional EMS Moulage Kit, Hard Carrying Case, Red	$726.75 ea
TR73200	MDI CPR MICROMASK Training Mouthpiece	$1.91 ea, $95.50 cs-50
TR8002	SMART STAT (Basic) w/ iPad	$12490.71 ea

Due to unforeseen manufacturer cost fluctuations, prices are subject to change.

11277 Sunrise Park Drive
Rancho Cordova, CA 95742
(800) 824-6016 Phone
(800) 290-9794 Fax
customerservice@life-assist.com
www.life-assist.com

Item No	Description	Contract Prices
TR80105	Laerdal LITTLE JUNIOR QCPR Manikin	$233.75 ea
TR8101	Prestan Professional AED Trainer Plus	$215.99 ea
TR8101-PAD	Adult/Child Replacement Training Pads for AED Trainer	$36.00 ea
TR8101PK	Prestan Professional AED Trainer Plus, 4-pack	$796.11 ea
TR815	Simulaids BASIC Casualty Simulation Kit	$202.26 ea
TR816	Simulaids MULTIPLE Casualty Simulation Kit	$378.21 ea
TR818	Simulaids EMT Casualty Simulation Kit	$1136.41 ea
TR890	Simulaids DELUXE Casualty Simulation Kit	$802.36 ea
TR9851-000	Symbio 12-lead Simulator, Zoll Connector	$849.15 ea
TR9851-001	Symbio 12-lead Simulator, Physio Connector	$849.15 ea
TR9851-008	Symbio 12-lead Simulator, Philips (MRx and AED) Connector	$849.15 ea
TRALB-50	Prestan Adult Manikin Face Shield/Lung Bags, pk/50	$58.23 pk
TRCFS-50	Prestan Child Face Shields, pk/50	$21.50 pk
TRCLB-10	Prestan Lung Bags, Child, pk/10	$21.25 pk
TRIFS-50	Prestan Infant Face Shields, pk/50	$37.40 pk
TRILB-10	Prestan Lung Bags, Infant, pk/10	$20.40 pk
TX112	RITE IN THE RAIN Vital Stats EMS Notebook	$4.63 ea
TX123457	PediaTape QUICK Tape Pediatric Emergency Tape	$4.21 ea
TX124457W	PediaTape Pediatric Emergency Tape	$21.21 ea
TX8000M	Dose By Growth Pediatric Dosing Tape, Retractable	$10.20 ea
TX8000S	Dose By Growth Pediatric Dosing Chart	$30.60 ea
TXSP	SPEEDY SPANISH for Fire and EMS Personnel	$5.94 ea
TXWHEEL	PEDI-WHEEL	$16.96 ea

Due to unforeseen manufacturer cost fluctuations, prices are subject to change.

11277 Sunrise Park Drive
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(800) 824-6016 Phone
(800) 290-9794 Fax
customerservice@life-assist.com
www.life-assist.com

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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
38C546FB869143E...

BY:
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

DocuSign Envelope ID: D3B4CAB0-871C-4962-802D-06ECC64C7B3A

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

_____

_____

Telephone No.:_____

Email:_____

LEAGUE OF OREGON CITIES
Public Safety Medical Supplies, Equipment and Monitors Solicitation
Synopsis
Solicitation No. 1935

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Public Safety Medical Supplies, Equipment and Monitors. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Public Safety Medical Supplies, Equipment, and Monitors using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominate deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) for LOC and its members.

Procedure

LOC issued an RFP (1935) on November 12th, 2020.

The RFP was published in the Daily Journal of Commerce on November 11th, 2020.

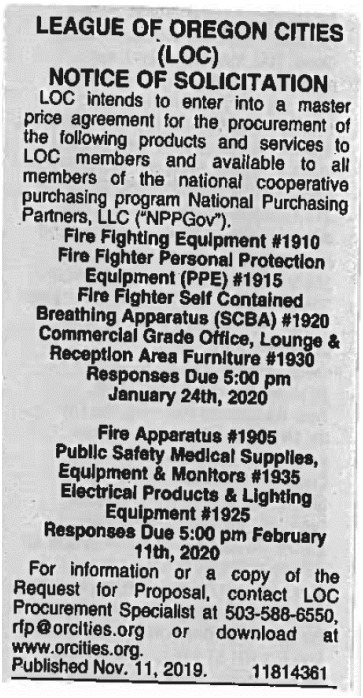
The RFP was published in USA Today on November 12th, 2020.

The RFP closed on February 11th, 2020.

The RFP was awarded on March 5th, 2020.

The RFP was posted to the following web sites: www.nppgov.com, www.orcities.org and www.findrfp.com

The text of the published notice of solicitation is as follows:



LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Fighting Equipment #1910
Fire Fighter Personal Protection Equipment (PPE) #1915
Fire Fighter Self Contained Breathing Apparatus (SCBA) #1920
Commercial Grade Office, Lounge & Reception Area Furniture #1930
Responses Due 5:00 pm January 24th, 2020

Fire Apparatus #1905
Public Safety Medical Supplies, Equipment & Monitors #1935
Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.

Published Nov. 11, 2019. 11814361

LOC received a proposal (s) from the following vendor (s):

1. Digital Ally, Inc
2. Ferno Washington, Inc.
3. Labsource, Inc.
4. Life-Assist, Inc.
5. McKesson Medical-Surgical Government Solutions LLC.
6. Medline Industries, Inc.
7. SourceMark LLC
8. Zoll Medical Corporation

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by LOC based on the criteria contained in the RFP and selected the following successful proposer(s):

1. Digital Ally, Inc
2. Ferno Washington, Inc.
3. Labsource, Inc.
4. Life-Assist, Inc.
5. McKesson Medical-Surgical Government Solutions LLC.
6. Medline Industries, Inc.
7. SourceMark LLC
8. Zoll Medical Corporation

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Pricing Structure

Digital Ally, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ferno Washington, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Labsource, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Life-Assist, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

McKesson Medical-Surgical Government Solutions LLC: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Medline Industries, Inc: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

SourceMark LLC: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Zoll Medical Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP
bruce.busch@mynpp.com
(206) 515-5439
www.nppgovernment.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
COUNTY OF Marion)

I, Mike Cully, being first duly sworn on oath, depose and state that I am a Contract Manager for League of Oregon Cities, a government entity performing public procurement functions. On this 12 day of November, 2019, I caused to be deposited in the United States mail at Salem, Marion County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT & MONITORS to the following addresses:

The Fire Store Attn: Steve Rabine 430 W. King St. Abbottstown, PA 17301		Philips Attn: Ed Higginbottom 3000 Minuteman Rd. Andover, MA 01810		Stryker Attn: Corey Carlson 2825 Airview Blvd. Kalamazoo, MI 49002
Ansell Attn: Nick Brown 111 Wood Ave. Suite 210 Iselin, NJ 08830		McKesson Attn: Michael O'Connor 9954 Mayland Drive Richmond, VA 23233		ZOLL Medical Attn: Jen Curran 29 Mill Road Chelmsford, MA 01824
Life-Assist Attn: Bryan Holiday 11277 Sunrise Park Dr. Rancho Cordova, CA 95742		Ferno Attn: Kris Turner 70 Weil Way Wilmington, OH 45177		Henry Schein Attn: Glen Watts 140 Crouch Commercial Ct. Irmo, SC 29063
Persys Medical Attn; Leonid Kalmanovich 5310 Elm St. Houston, TX 77081		Moore Medical Attn: Christine Ford 1690 New Britain Ave. Farmington, CT 06032		

Mike Cully

SUBSCRIBED AND SWORN TO before me this 12 day of November, 2019 by Mike Cully.

NOTARY PUBLIC in the State of Oregon
Residing at Salem, OR
My commission expires: 7/11/21

OFFICIAL STAMP
JENNIFER CYPERT
NOTARY PUBLIC-OREGON
COMMISSION NO. 964506
MY COMMISSION EXPIRES JULY 11 2021

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Michelle Ropp** , being first duly swom, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
FIRE FIGHTING EQUIPMENT
League of Oregon Cities; Bid Location Salem, OR, Marion County;

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/11/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2019**

Michelle Ropp

Notary Public-State of Oregon

OFFICIAL STAMP
SELAH MICHELE FARMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 959961
MY COMMISSION EXPIRES FEBRUARY 27, 2021

LEAGUE OF OREGON CITIES (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement for the procurement of the following products and services to LOC members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

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Electrical Products & Lighting Equipment #1925
Responses Due 5:00 pm February 11th, 2020

For information or a copy of the Request for Proposal, contact LOC Procurement Specialist at 503-588-6550, rfp@orcities.org or download at www.orcities.org.
Published Nov. 11, 2019. 11814361

Jeanine Hussak
League of Oregon Cities
1201 Court St NE Ste 200
Salem, OR 97301-4194

Order No.: 11814361
Client Reference No:

MCA russell johns

National Human Resource Owned Organization

NMSDC WOSB Certified

January 13, 2020

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, a company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

A public notice was placed by Public Procurement Authority and was published in said newspaper within the Marketplace section of the USA Today daily edition on November 12, 2019.

Kim Ridgeway

Professionals Department Manager

State of Florida
County of Pinellas

On this 13th day of January I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Notary

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

NOTICES

PUBLIC NOTICE

League of Oregon Cities (LOC)

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For information or a copy of the Request for Proposal contact LOC, Procurement Specialist, at 503-588-6550, rfp@orcities.org or download at www.orcities.org

PUBLIC NOTICE

Pioneer Electric Cooperative Inc.,

Ulysses, KS, seeks qualified power line contractor to complete RUS specified rebuild of approx. 195 miles of winter storm damage to power lines and additional repair work.

Proposal documents are available at: **http://pioneerelectric.coop/resources/storm-restoration/**

Bids due by 12/2/2019.

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NO More Finger Pricking
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TooDamnEasy.com

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Direct Marketing Opp.

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- Work from home
- B2B Big-ticket Sales
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P&I Paid Monthly
$45k Investment
$66k Return
Short Term

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MARKETPLACE

NOVELTY

https://brooklynnovelties.com/

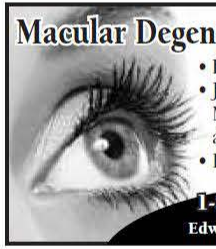
Novelty products at low prices!

In the tradition of Christmas, we will be giving away a product with every order as supplies last.

Find us on Facebook at: Guy From Brooklyn

HEALTH / FITNESS

Macular Degeneration, Cataract, Glaucoma



- How to heal without injections!
- Just released FREE guide that reveals why Macular Degeneration continues to increase at an alarming rate.
- Discover how **STEM CELLS** can help your vision.

1-800-430-9328 www.USAEyeReport.com

Edward Kondrot, MD Board Certified Ophthalmologist

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Call:1-800-397-0070

HEALTH / FITNESS

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ATTENTION THIS IS AN IMPORTANT MESSAGE FOR ANYONE THAT HAS TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR THEIR DIABETES. IN MAY 2017, BASED ON THE FACTS OF TWO CLINICAL TRIALS, THE FDA ISSUED A HEALTH ADVISORY WARNING THAT THESE DIABETES MEDICATIONS INCREASE THE RISK OF AMPUTATION OF THE LEGS AND TOES. IF YOU OR YOUR LOVED ONE HAVE TAKEN THE PRESCRIPTION MEDICATION INVOKANA, INVOKOMED OR INVOKOMED XR FOR YOUR DIABETES.

YOU MUST CALL US NOW:

800-804-8248

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www.gracewords.org

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ITEM # 27

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Award a Professional Services Agreement No. 3936 to A and A Fleet Painting Inc., for Vehicle Body Repair and Painting Services**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

(1) Award a Professional Services Agreement No. 3936 to A and A Fleet Painting Inc., for a three-year term with the option for renewal of up to two (2) additional, one-year terms, with the City of Montebello for the Vehicle Body Repair and Painting Services Request for Quote, No. 21-55; and

(2) Authorize the City Manager, and/or his designee, to take action necessary to execute and finalize the agreement on behalf of the City of Montebello (City); and

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

FISCAL IMPACT

As part of the City's adopted Fiscal Year 2021-22 Budget, funding for vehicle body repair and painting services are appropriated in the Maintenance and Operations Budget of the following Departments: Public Works, Police, Fire, Recreation and Community Services, and Transportation. The annual cost for the as-needed services is for a total not-to-exceed amount of $75,000, distributed proportionally across the various Departments. Therefore, a budget amendment is not required.

BACKGROUND

On August 26, 2021, the City published the Vehicle Body Repair and Painting Services Request for Quote (RFQ), No. 21-55 (RFQ No. 21-55). RFQ No. 21-55 was developed to

provide vehicle body repair and painting services for over 200 City-owned and operated vehicles on an as-needed basis.

Proposers were provided the opportunity to submit questions and concerns, and corresponding answers were published using the City's advertising platform, PlanetBids.com. In addition, it was the proposer's responsibility to review and acknowledge all publicly announced addendums and then craft a scope of service in accordance with such changes. Furthermore, proposers were asked to thoroughly review the RFQ requirements and submit a completed proposal package including a cover sheet, resume, cost proposal, and three references.

All proposals were due Tuesday, October 12, 2021. Four (4) responsive proposals were received from the following vendors: A and A Fleet Painting Inc. (A and A), Fleet Collision Services, Montebello Autocraft, Inc., and Truk Pro, Inc. Each proposal demonstrated that the respective vendor possessed the expertise and experience of projects completed for agencies with an operation structure similar to the City.

ANALYSIS

On November 3, 2021, an Evaluation Committee comprised of three (3) raters (Finance and Police Department) evaluated the four (4) responsive proposals. The evaluations were conducted to ensure each proposal was reviewed and scored fairly without bias.

The Evaluation Committee rated each proposal using the criteria below, as it related to the scope of work:

Qualitative Considerations		
1.	Cover Sheet	10%
2.	Vendor Resume	15%
3.	References	25%
4.	Cost Proposal	50%
Price Consideration		
5.	Price/Cost most advantageous to MBL	100%

The Evaluation Committee's total score for each proposal was determined as follows:

Contractor	Average Qualitative %	Average Price %
A and A Fleet Paint Inc.	93%	100%
Montebello Autocraft, Inc.	87%	86%
Fleet Collision Services Inc.	57%	70%
Truk Pros Inc.	53%	54%

A and A was selected over the competitors based upon a review of their proposed cost estimate for the as-needed services requested in RFQ No. 21-55. The vendor provided the following price proposal for consideration:

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	**$ 40/hr.**
2	Labor – Painting	**$ 35/hr.**
3	Labor – Mechanical/Electrical	**$ 50/hr.**
4	OEM Parts – Percentage Discount from Manufacturers' List	**20%**
5	Paint Materials Rate	**$20**

In accordance with Montebello Municipal Code ("MMC") 3.20.080 (E), a contract shall be awarded by the City Council to the "lowest responsible bidder." Therefore, the acquisition of the as-needed services should be awarded to A and A through the formal contract procedure outlined in MMC Section 3.20.080, as authorized under California Government Code section 54202.

The Evaluation Committee reviewed and assessed the A and A proposal as being most responsive. The qualitative attributes (cover sheet, vendor resume, and references) presented in the proposal not only demonstrated A and A as the lowest cost service provider, but also presented a more qualified team with extensive knowledge and expertise most advantageous to the City.

Among several other notable factors, the vendor presented a very clear and concise service proposal; highlighting over 30 years of experience repairing auto and heavy-duty vehicles, a large service facility with 24/7 security surveillance, and references emphasizing efficiency in completing multiple work orders simultaneously for agencies with an operation structure similar to the City.

In addition, A and A is a certified Disadvantaged Business Enterprise (DBE) that provided substantial proof of its ability to provide a turn-key solution that supersedes the other proposals submitted.

Acknowledging these facts, it is evident that A and A provided the most comprehensive proposal and demonstrated the credibility required to perform the scope of service requested in RFQ No. 21-55.

SUMMARY

Staff recommends that the City Council award a Professional Services Agreement (attached hereto in substantial form) to A and A Fleet Painting Inc., for a three-year term with the option for renewal of up to two (2) additional, one-year terms, for an annual total not-to-exceed amount of $75,000, for the Vehicle Body Repair and Painting Services Request for Quote, No. 21-55; authorize the City Manager and/or his designee to take action necessary to execute and finalize a contract on behalf of the City and; direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S):

A. Attachment A – Draft Agreement

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3936 WITH A AND A FLEET PAINTING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 10, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A AND A FLEET PAINTING, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle body repair and painting services for City vehicles on an as-needed basis; and

WHEREAS, the CONTRACTOR 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 ("RFQ No. 21-55"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND 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:

a. This Agreement and its Exhibits.
b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated October 12, 2021, attached hereto as **Exhibit "B"**.
c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated October 12, 2021 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Seventy-Five Thousand Dollars ($75,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **November 10, 2021**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided.

SECTION 4. PERFORMANCE.

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

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

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

supervisory chain of command.

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

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR. The CONTRACTOR 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 CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. 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 CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR 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 CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR 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 CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by 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 CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. 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 CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: 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.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR 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 CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown

above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTACTOR shall require each of its subcontractors, 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 CONTRACTOR 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 CONTRACTOR'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@cityofmontebell.com

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

h. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONTRACTOR 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 CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

officers, employees, agents and volunteers as additional 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 CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR 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 CONTRACTOR's insurance and shall not contribute with it.

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

d. The representations and warranties made by the parties to this Agreement

shall survive the consummation of the transaction herein described.

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

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

SECTION 22. NOTICE.

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

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

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor:
A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintinginc@yahoo.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 CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

[**SIGNATURE PAGE TO FOLLOW**]

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

("CITY") ("CONTRACTOR")

CITY OF MONTEBELLO **A AND A FLEET PAINTING, INC.**

René Bobadilla, City Manager Abel Bautista, President

Date: _____ Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQ No. 21-55
- Exhibit B – Contractor's Scope Of Services

Exhibit “A”

RFQ No. 21-55

EXHIBIT A

City of Montebello

REQUEST FOR QUOTE (RFQ) No. 21-55

Montebello BUS LINES

VEHICLE BODY REPAIR AND PAINTING SERVICES

August 26th, 2021

ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFQ are posted at:
https://www.planetbids.com/portal

INTRODUCTION

The City of Montebello (City) is soliciting quotes from highly qualified vendors (Vendor) to provide vehicle body repair and painting services for over 200 City-owned and operated vehicles on an as-needed basis. It is essential to maintain all operated vehicles and equipment in an effort to ensure the City provides reliable and efficient public services to the residents of Montebello and neighboring communities.

As Los Angeles County reopens and recovers from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to award an agreement to a Vendor that provides the lowest responsible bid for the vehicle body repair and painting services.

SCOPE OF SERVICES

PROJECT DESCRIPTION

The Request for Quote, No. 21-55 (RFQ No. 21-55), seeks a Vendor to provide auto body repair and painting services for all City-owned vehicles on an as-needed basis. The Vendor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Vendor's auto body shop unless otherwise agreed to in writing by the City. Compensation will be based on the cost sheet proposed in the Vendor's bid form (see Attachment B).

Auto Body Repair and Painting:

The Vendor will provide auto body repair and painting services for City-owned and operated vehicles (e.g. conventional, transit, and passenger vehicles) and equipment, including, but not limited to, general auto body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement, painting vehicle bodies, and other repair services.

Bent parts are to be straightened and reinforced or replaced if necessary. If vehicle decals are damaged, the Vendor will obtain new decals from the City and apply new decals to the repaired vehicle. Decal removal and installation will be included in the repair estimate.

All auto body work will receive at least three (3) coats of primer: two (2) during bodywork repair, and a minimum of one (1) during the painting process.

Painting Process Requirements:

The painting process will utilize the latest state-of-the-art painting and paint matching systems, mixing tools, and spraying tools and consist of the following in the order listed:

1. Primer
2. Base Coat
3. Clear Coat (either Solvent or Water-Based)

Acceptable Paint Manufacturer:

All paints used will be supplied from a qualified and reputable paint manufacturer, including, but not limited to, Diamont, DuPont, Duramix, Kustom Shop, PPG, and Sherwin-Williams. The Vendor will provide the name of the paint manufacturer used in each estimate.

General Auto Body Shop Requirements:

The Vendor will have a complete auto body shop that meets the following minimum requirements:

A. Legally able and authorized to perform complete auto body repairs, as well as paint vehicles and equipment.
B. Federal, State, and Local licenses and/or certifications are current and in good standing.
C. Maintain a paint booth in legal compliance with all applicable laws.

D. Maintain a secure storage area for all City-owned vehicles and have a 24/7 centrally monitored alarm system and outdoor security cameras.
E. Possess a MIG and TIG welder or other electric spot welding equipment for auto body welding. Gas welding is not acceptable. The Vendor will ensure that the vehicle computer systems are disconnected from the vehicle prior to any welding operation. The Vendor is to replace, at his/her expense, any onboard vehicle computer damaged by not disconnecting the computer before any welding operations.
F. Be available during normal business hours Monday through Friday, 8:00 AM to 5:00 PM.

Estimate Process Requirements:

The Vendor will provide an estimate for auto body repair and painting on an as-needed basis as requested. All repairs will be approved by the City in writing prior to work being performed. A notice to proceed will be provided in the form of a purchase order.

Prior to any repair, the Vendor and Vehicle Maintenance Manager will conduct a vehicle inspection to identify and describe the condition of the vehicle and list the detailed description on the estimate. The Vendor will assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the City under the agreement.

The estimate will include:

A. Year, make, model, and mileage of the vehicle
B. License plate number, VIN number, and City identification number
C. In **BOLD**, state the estimate is in relation to an incident and note the incident report number and date, if applicable
D. Itemized list of description of work to be performed
E. Estimated number of labor hours of task
F. Itemized list of parts and paint materials costs
G. All incidentals or miscellaneous shop supplies and charges will be included and priced accordingly
H. Sales tax and total repair estimate
I. Approximate schedule to complete the repairs after receiving a notice to proceed
J. If applicable, any recommendations for future repairs
K. All estimates will be provided from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. The Vendor will provide the name and version of the guide or software used.

Parts:

All parts used to provide auto body repair will be new Original Equipment Manufacturer (OEM). All incidentals, materials, shop supplies, and charges will be included in the Vendor's hourly rate. The Vendor will furnish new unused OEM auto body parts, materials, and labor as required in accordance with the provisions and specifications contained herein.

Alignment:

The Vendor agrees to perform realignment of all vehicles when needed. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. The Vendor will ensure personnel or sub-contractor are qualified to perform alignment work

Framework:

The Vendor agrees to perform frame straightening of all vehicles when needed. The Vendor will ensure personnel or sub-contractor is qualified to perform all frameworks.

Airbag Components:

All airbag components will be replaced with NEW OEM parts when the decision has been made to replace the components.

Major Repairs:

If the metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Warranty:

The Vendor will specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in auto body work or paint finish.

Pickup and Delivery:

The Vendor will prompt free pickup and delivery of vehicles and equipment, including vehicle tow as necessary, when repairs or painting are required. The repaired vehicles will be returned to the City's Transportation Department by personnel with the knowledge necessary to review and discuss the quality or completeness of the repairs and review the vehicle condition report with the City's representative. If it is determined that the vehicle is not repaired properly, the vehicle will be returned to the Vendor's auto body shop for repair and delivery at no additional cost to the City. All vehicles will be returned to the City within 24 hours of completion of repairs.

Time for Performance:

Time is of the essence in returning City vehicles to service. The successful Vendor agrees that work assigned under the contract will receive priority over the other work in its auto shop unless specific prior approval has been obtained from the City.

If the City determines that the workload of the Vendor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to solicit for bids and award to a backup service provider. Repeated assignments to a backup service provider may result in contract termination.

Estimated Amount of Work:

The Vendor will perform such work as required by the City as needs are determined. The City has estimated that $75,000 will be spent on auto body work during each year of the agreement. This figure is only an estimate and is not a binding guarantee of the work to be done under the agreement. Actual requirements may be more or less than the amounts estimated.

The items listed in RFQ No. 21-55 are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. RFQ No. 21-55 intends to provide one comprehensive award for all City vehicles and equipment with a single discount structure. However, the City reserves the right to make multiple contract awards.

GENERAL TERMS AND CONDITIONS

QUOTE SUBMITTALS

Quotes must be received by **Tuesday, October 12, 2021, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFQ No. 21-55. No exceptions will be granted regardless of reason or circumstances. Quote submittals will be received electronically via the City website, online electronic submission at www.PlanetBids.com

Responses to RFQ No. 21-55 must include the following:

- Cover sheet stating the following:
  - Company/Vendor Name
  - Name of Representative
  - Contact telephone and email
  - Signature
  - Title
  - Date
- Vendor's resume
- Cost Proposal Sheet
- Three references

All Quotes must contain an original signature by an authorized officer of the company. Failure to provide all of the information requested above may result in the Quote being considered "non-responsive" and rejected.

POINT OF CONTACT

RFQ No. 21-55 is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the submission and procurement process. Communication initiated by Vendors to RFQ No. 21-55 with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiry or request during the submission or procurement process will be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Senior Procurement Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

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

INCORPORATION OF QUOTE INTO AGREEMENT

RFQ No. 21-55 and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Quote, will be binding and incorporated by reference in the City's agreement with the successful Vendor.

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFQ	Thursday	August 26th, 2021
Deadline to Submit Questions	Thursday	September 9th, 2021 at 3:00 PM PST
Responses to Questions Provided	Thursday	September 16th, 2021
Deadline to Submit Quotes	Tuesday	October 12th, 2021 at 3:00 PM PST
Presentations & Intent to Award	Week of November 8th, 2021	

ADDENDA

Any changes made by the City to the requirements in RFQ No. 21-55 will be made by written addenda. Any written addenda issued to RFQ No. 21-55 will 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 RFQ No. 21-55 as the result of oral instructions. The City reserves the right to revise or withdraw RFQ No. 21-55 at any time and for any reason.

CLARIFICATIONS

Should a Vendor require clarifications of RFQ No. 21-55, the Vendor will notify the Point of Contact identified in RFQ No. 21-55 in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum will be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **Thursday, September 9, 2021 at 3:00 PM PST.** No questions will be answered individually by the City or Montebello Bus Lines (MBL).

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Vendors in accordance with the procurement schedule for RFQ No. 21-55. Inquiries received after the deadline will not be accepted and will be returned to the Vendor without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Vendors must satisfy themselves by personal examination of any worksite, drawings, Scope of Services, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No

proposing Vendor will at any time after submission of the Quote, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, will be called to the attention of the City and clarified before a Quote is submitted.

WITHDRAWAL OF QUOTES

Proposing Vendors may withdraw their Quote in writing, provided that such requests are received by the City before the scheduled deadline for Quote submission or within six (6) months following the scheduled deadline for Quote submission when no agreement has been awarded.

SCOPE OF AGREEMENT

The Vendor will provide all services necessary as per the Scope of Service described in RFQ No. 21-55.

AGREEMENT TERM

The agreement term will be for a base period of three (3) years with two (2) one-year (1) term options, exercisable at the City's discretion.

AWARD OF AGREEMENT

The agreement resulting from RFQ No. 21-55 will be awarded to the responsive and responsible Vendor whose quote, conforming to the requirements of RFQ No. 21-55, is determined to be the lowest responsible bid ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement will exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

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

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of RFQ No. 21-55 will evaluate all the Quotes.

EVALUATION CRITERIA

Acceptance of any statement submitted pursuant to RFQ No. 21-55 will not constitute any implied intent to enter into an agreement for contracting services. Award will be made to the Vendor whose Quote offers the lowest responsible bid and complies with all requirements prescribed herein. If the Vendor with the lowest responsible bid refuses or fails to execute the agreement, the City may award the agreement to the next Vendor with the lowest responsible Bid.

REFERENCES

All reference information requested in RFQ No. 21-55 and specified on the form included in RFQ No. 21-55 must be submitted with the Quote (see Exhibit A).

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Vendor's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all Evaluation Committee members will travel, at City expense, to sites at which finalist Vendors are performing like services. The purpose of such visits will be to provide the Evaluation Committee with an increased understanding of the process and assess the Vendor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Quote it will be signed and the full name and address of the Vendor will be given. If a partnership makes the Quote, it will be signed with the partnership name, by a member of the partnership who swill sign by name and the name and address of each partner will be given.

If a corporation prepares the Quote, the name of the corporation will be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation will be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Quote. A certified letter is to be included in the Quote accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Vendor in:

- Preparing the Quote in response to this request
- Submitting that Quote to the City
- Negotiating with the City any matter related to this Quote, and/or
- Any other expenses incurred by the Vendor before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Quotes for no reason or any reason including, but not limited to, the following:

    a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.

    b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

    c. The Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

2. Reject any Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

3. Accept all or any part of a Quote;

4. Cancel the entire RFQ;
5. Issue subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

LICENSING, PERMITS, AND TAXES

The Vendor will be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits will be the responsibility of the successful Vendor. The successful Vendor is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's product, services, and facilities will be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in RFQ No. 21-55.

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each Quote received will become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Quote confidential as a trade secret is first obtained, each Quote will be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City will not in any way be liable or responsible for the disclosure of any Quotes or portions thereof absent such agreement; nor will such agreement preclude the City from disclosing any Quote or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two (2) or more Vendors desire to submit in response to RFQ No. 21-55, they will do so on a prime-sub Vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Quote submitted on behalf of any form of a joint venture or partnership between two (2) existing Vendors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It will be the burden of the successful Vendor to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein will be secured at the expense of the successful Vendor. Personnel will not be employees of or have any contractual relationship with the City. Successful Vendor's personnel will conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of the contract. All sub-Vendors of successful Vendor will abide by all the requirements outlined in this section.

SINGLE QUOTE RESPONSE

If only one Quote is received in response to RFQ No. 21-55, a detailed cost/price Quote may be requested of the Vendor. A cost or cost and price analysis and evaluation and/or audit of the cost

may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Vendor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFQ) number.

2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.

3. The party's standing to protest must be identified.

4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.

5. A statement of the relief requested.

Protests related to the content of RFQ No. 21-55 will be received no later than ten (10) days before the Quote due date; or within five (5) days after Quote opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests will be submitted to the Point of Contact identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR

VEHICLE BODY REPAIR AND PAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……..., 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide the CITY with auto body repair and painting services ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 (RFQ No. [21-55]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Quote").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on ……, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

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

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

A. RFQ No. 21-55;
B. Proposer's [DATE] Quote for Vehicle Body Repair and Painting Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

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

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

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

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

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

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers'

Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the

word “endeavor” with regard to any notice provisions.

Except for professional liability and workers’ compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR’s insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR’s employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver if subrogation endorsement from the insurer.

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

Coverage applies separately. CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR’s duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. <u>SUBCONTRACT, ASSIGNMENT OR DELEGATION.</u>

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

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

SECTION 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 Article 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.

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

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

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO **CONTRACTOR**

_____ _____

René Bobadilla Name and Title
City Manager

Dated: _____ Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)***:**	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)***:**	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)***:**	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

CITY OF MONTEBELLO

MONTEBELLO BUS LINES

Exhibit B

RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	**$ /hr.**
2	Labor – Painting	**$ /hr.**
3	Labor – Mechanical/Electrical	**$ /hr.**
4	OEM Parts – Percentage Discount from Manufacturers' List	**%**
5	Paint Materials Rate	**$**
	GRAND TOTAL	**$**

Name of Manufacturer(s) (List All)

_____ _____

_____ _____

_____ _____

_____ _____

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [ ] or No [ ] (Net 30 days)

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	**Date:**

Exhibit “B”

CONTRACTOR’S SCOPE OF SERVICES

EXHIBIT B

A and A Fleet Painting Inc

TEL (562) 254-0721
13565 12th STREET,
CHINO, CALIFORNIA 91710

Abel Bautista, President.
Email: aafleetpaintinginc@yahoo.com

10/12/21

Cover Page

Rev, 10/12/21

A AND A FLEET PAINTING INC

13565 12TH STREET CHINO CA 91710

MISSION STATEMENT

Our mission is to provide our customers a highly qualified repair service. We understand the concern that comes with down time. It is our philosophy to complete any job with the quality you expect as fast and efficiently as possible, to ensure that you can get back to business.

Our capabilities

- Over 30 years of experience in
  - *Painting, Welding, Heavy and Light duty Collision, Fiberglass Repair and Mold Fabrication*
- 11 Painters, 10 painter helpers, 7 Bodyman, 4 Welders, 4 Estimator
- 3 Paint Booths
  - *One 65ft Booth*
  - *One 55ft Booth*
  - *One 80ft Booth*
- 70,000 sqft Facility
- 24/7 on Site Security

WHAT WE OFFER

We understand that down time cost money. That is why we offer the following service to help reduce the cost of having your vehicle down.

i. Heavy Duty Collision Repair/ Insurance Repair
ii. Automotive Collision Repair/ Insurance Repair
iii. Structural Frame Repair and Welding
iv. Custom Paint
v. Custom Metal Fabrication
vi. Fiberglass mold fabrication
vii. Fiberglass repair
viii. Vinyl Decal Installation
ix. Upholstery
x. Electrical/Mechanical Troubleshooting and Repair

EXHIBIT A

REFERENCES

List at Least Three (3) Professional References:

Project City/Agency/Other:	Mv Transportation Inc	
Person of Contact:	Mark Lopez	
Phone Number:	(213)248-1120	
E-mail Address:	mark.lopez@mvtransit.com	
Address:	1950 E. Washington Blvd	
City, State, Zip Code:	Los Angeles Ca, 90021	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ 250,000
	Award Date:	12/30/21
	Term of Contract:	Net 50
	Description of Work:	Collsion Repair and Paint

Project City/Agency/Other:	Transdev /LACTMA Div. 98	
Person of Contact:	Ray Allen	
Phone Number:	(323) 342-0749 Ext: 231	
E-mail Address:	ramon.allen@transdev.com	
Address:	1611 Naud St	
City, State, Zip Code:	Los Angeles Ca, 90012	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ $1,000,000
	Award Date:	07/10/2018
	Term of Contract:	Net 30
	Description of Work:	Collsion repair and paint

Project City/Agency/Other:	Omni Trans	
Person of Contact:	Victoria Chesney	
Phone Number:	(909) 379-7483	
E-mail Address:	victoria.chesney@omnitrans.org	
Address:	4748 Arrow Highway	
City, State, Zip Code:	Montclair, Ca 91763	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	$ $404,032
	Award Date:	3/3/21
	Term of Contract:	Net 30
	Description of Work:	Strip and Paint Complete Bus and Collsion R

CITY OF MONTEBELLO

MONTEBELLO BUS LINES

Exhibit B

RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	$ 40 /hr.
2	Labor – Painting	$ 35 /hr.
3	Labor – Mechanical/Electrical	$ 50 /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	20 %
5	Paint Materials Rate	$ 28
	GRAND TOTAL	$ 153

Name of Manufacturer(s) (List All)

Sikkens	Debeer
Exalta	Valspar

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [ ] or No [x] (Net 30 days)

If Yes, the Payment Discount is 0 % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	Abel Bautista, President
Business Name:	A and A Fleet Painting Inc
Address:	13565 12th Street
City, State, Zip Code:	Chino, Ca 91710
Phone Number:	(562) 254-0721
E-mail Address:	aafleetpaintinginc@yahoo.com
Authorized Signature:	**Date:** 10-12-21

ITEM # 28

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Adrianna Kendricks, Acting Director of Transportation

SUBJECT: **Adopt Resolution No. 21-88 to authorize submitting an application to the Federal Transit Administration for funds under the Grants for Buses and Bus Facilities Program**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-88 to authorize submitting an application to the Federal Transit Administration (FTA) for funds under the Grants for Buses and Bus Facilities Program; and

2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The City of Montebello will submit a request for $8,195,000 (the total amount includes a required non-Federal match amount of $949,250) in funds under the FTA Grants for Buses and Bus Facilities Program to assist with the purchase two (2) hydrogen fuel cell electric buses (FCEBs), the construction of a hydrogen fuel cell station, and the upgrade of Montebello Bus Lines' (MBL) Compressed Natural Gas (CNG) fuel island. All future procurement processes required for FCEBs and facility infrastructure modifications will be included in MBL's annual budget development process for each identified fiscal year, and will be presented to City Council for review and approval as necessary at each stage of the proposed project.

BACKGROUND

On September 20, 2021, the FTA posted a Notice of Funding Opportunity (see Attachment "A") announcing the opportunity for transit agencies to apply for

approximately $409.69 million in funds for Fiscal Year 2021 under the Grants for Buses and Bus Facilities Program (Grant). This Grant provides an opportunity for funds to be awarded competitively for the financing of capital projects to replace, rehabilitate, purchase or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities. There is no minimum award amount and no single recipient will be awarded more than ten percent (10%) of the amount available.

On October 27, 2021, the City Council adopted Resolution No. 21-80 approving MBL's Zero Emission Bus (ZEB) Rollout Plan to serve as a blueprint for how MBL plans to achieve a full transition to zero-emissions technologies by 2040. Furthermore, the ZEB Rollout Plan provides information on strategies necessary to address MBL's current bus fleet composition, future bus purchases, facilities and infrastructure modifications, and potential funding sources. In accordance with the ZEB Rollout Plan, MBL identified this Grant as an additional funding opportunity to assist with the purchase of two (2) FCEBs, the construction of a hydrogen fuel cell station, and the upgrade of MBL's CNG fuel island.

The City is eligible to apply for the FTA Grant in accordance with Section 5307 of Title 49, U.S. Code. If awarded, the Grant will assist MBL align with the City's commitment to invest in the innovative, cutting-edge technology required to further reduce its carbon footprint and support the sustainable electrification of transportation.

SUMMARY

Staff recommends that the City Council adopt Resolution No. 21-88 (see Attachment "B") to authorize submitting an application to the FTA for funds under the Grants for Buses and Bus Facilities Program; and take such additional, related, action that may be desirable.

ATTACHMENT (S):

A. Attachment A – Federal Register Vol. 86 No. 179 Notice of Funding Opportunity
B. Attachment B – Resolution No. 21-88

ATTACHMENT A

receives before issuing a final General Conformity Determination.

Issued in Washington, DC.

Jamie P. Rennert,

Director, Office of Infrastructure Investment, Federal Railroad Administration.

[FR Doc. 2021–20192 Filed 9–17–21; 8:45 am]

BILLING CODE 4910–06–P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Fiscal Year 2021 Competitive Funding Opportunity; Grants for Buses and Bus Facilities Program

AGENCY: Federal Transit Administration (FTA), Department of Transportation (DOT).

ACTION: Notice of Funding Opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for approximately $409.59 million in fiscal year (FY) 2021 funds under the Grants for Buses and Bus Facilities Program (Federal Assistance Listing #20.526). As required by Federal public transportation law and subject to funding availability, funds will be awarded competitively to assist in the financing of capital projects to replace, rehabilitate, purchase or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities. Projects may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. FTA may award additional funds if they are made available to the program prior to the announcement of project selections.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* "APPLY" function by 11:59 p.m. Eastern Time on November 19, 2021. Prospective applicants should initiate the process by promptly registering on the *GRANTS.GOV* website to ensure completion of the application process before the submission deadline. Instructions for applying can be found on FTA's website at *http://transit.dot.gov/howtoapply* and in the "FIND" module of *GRANTS.GOV*. The *GRANTS.GOV* funding opportunity ID is FTA 2021–008–TPM–Bus. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT: Thomas Wilson, FTA Office of Program Management, 202–366–5279, or *thomas.wilson@dot.gov*.

SUPPLEMENTARY INFORMATION:

Table of Contents

A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration Information
G. Federal Awarding Agency Contacts
H. Other Information

A. Program Description

Federal public transportation law (49 U.S.C. 5339(b)) authorizes FTA to award grants for the Grants for Buses and Bus Facilities Program through a competitive process, as described in this notice. Grants under this program are for capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, or to rehabilitate, purchase, construct, or lease bus-related facilities.

FTA will evaluate projects based on how they will address significant repair and maintenance needs and improve the safety of transit systems through timely and efficient investment in public transportation. FTA may prioritize projects that support FTA's strategic goals and objectives.

This program supports President Biden's Build Back Better initiative to mobilize American ingenuity to build a modern infrastructure and an equitable, clean energy future. In addition, this NOFO will advance the goals of the President's January 27, 2021, Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, and has the potential to enhance environmental stewardship and community partnerships, consistent with the goals of Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(a)(2)(M)) authorizes $289,044,179 in FY 2021 funds for the Grants for Buses and Bus Facilities Program. The Consolidated Appropriations Act, 2021, appropriated an additional $125,000,000 for the Grants for Buses and Bus Facilities Program. After the mandatory oversight takedown of $4,455,331, FTA is announcing the availability of $409,588,848 for the Grants for Buses and Bus Facilities Program through this notice. In FY 2020, the program received applications for 282 projects requesting a total of $1.8 billion. Ninety-six projects were funded at a total of $464 million.

As required by Federal public transportation law at 49 U.S.C. 5339(b)(5), a minimum of 10 percent of the amount awarded under the Grants for Buses and Bus Facilities Program will be awarded to projects located in rural areas. As required by 49 U.S.C. 5339(b)(8), no single grant recipient will be awarded more than 10 percent of the amount made available. FTA may further cap the amount a single recipient or State may receive as part of the selection process. There is no minimum grant award amount. FTA intends to fund as many meritorious projects as possible.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants include designated recipients that allocate funds to fixed route bus operators, States or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.

States may submit a statewide application on behalf of public agencies or private nonprofit organizations engaged in public transportation in rural areas or for other areas to which a State allocates funds. Except for projects proposed by Indian tribes, all proposals for projects in rural (non-urbanized) areas must be submitted by a State, either individually or as a part of a statewide application. States and other eligible applicants also may submit consolidated proposals for projects in urbanized areas. The submission of a statewide or consolidated urbanized area application shall not preclude the submission and consideration of any application from other eligible recipients in an urbanized area in a State. Proposals may contain projects to be implemented by the recipient or its subrecipients.

To be considered eligible, applicants must be able to demonstrate the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program.

2. Cost Sharing or Matching

The maximum Federal share for projects selected under the Grants for Buses and Bus Facilities Program is 80 percent of the net project cost (*i.e.*, the non-Federal amount must be at least 20 percent of the net project cost, not 20 percent of the requested grant amount), unless any of the following exceptions applies:

The maximum Federal share is 85 percent of the net project cost of

acquiring vehicles (including clean-fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act (CAA) or the Americans with Disabilities Act (ADA) of 1990.

The maximum Federal share is 90 percent of the net project cost of acquiring, installing or constructing vehicle-related equipment or facilities (including clean fuel or alternative-fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the CAA or ADA. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment associated with compliance with the CAA or ADA to be eligible for the maximum 90 percent Federal share for these costs.

Eligible sources of non-Federal match include the following: Cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a State or local social service agency or private social service organization; revenues generated from value capture mechanisms; or funds from an undistributed cash surplus, replacement or depreciation cash fund or reserve, or new capital. In addition, transportation development credits or documentation of in-kind match may substitute for cash match if identified in the application.

If an applicant proposes a Federal share greater than 80 percent, the application must clearly explain why the project is eligible for the proposed Federal share.

3. Eligible Projects

Eligible projects are capital projects to replace, rehabilitate, purchase, or lease buses, vans, or related equipment; or to rehabilitate, purchase, construct, or lease bus-related facilities. A single application may include both vehicle and facility components, along with associated equipment and workforce development activities.

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)) and an additional 0.5 percent for costs associated with training at the National Transit Institute to pay not more than 80 percent of the cost of such activities (49 U.S.C. 5314(b)(4) and 49 U.S.C. 5314(c)(4)(A)). Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget.

D. Application and Submission Information

1. Address To Request Application Package

A complete proposal submission consists of two forms: The SF–424 Application for Federal Assistance (downloaded from *GRANTS.GOV*) and the supplemental form for the FY 2021 Grants for Buses and Bus Facilities Program (downloaded from *GRANTS.GOV* or the FTA website at *www.transit.dot.gov/busprogram*).

2. Content and Form of Application Submission

Application submissions must include both the SF–424 Application for Federal Assistance and the FY 2021 Grants for Buses and Bus Facilities Program supplemental form. The supplemental form and any supporting documents must be attached to the "Attachments" section of the SF–424.

FTA will accept only one supplemental form per SF–424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF–424 and supplemental form.

Applicants may attach additional supporting information to the SF–424 submission, including but not limited to letters of support, project budgets, fleet status reports, or excerpts from relevant planning documents. Supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

A complete application must include responses to all sections of the SF–424 Application for Federal Assistance and the supplemental form, unless designated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in part E of this notice. Information such as applicant name, Federal amount requested, local match amount, and description of areas served may be requested in varying degrees of detail on both the SF–424 and the supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. Applicants should not place "N/A" or "refer to attachment" in lieu of typing in responses in the field sections. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the "Check Package for Errors" and the "Validate Form" validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and non-Federal amounts specified are consistent.

The SF–424 Mandatory Form and the Supplemental Form will prompt applicants for information including:

- Applicant name
- Unique Entity Identifier/Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number
- Key contact information (including contact name, address, email address, and phone)
- A description, both quantative and qualitative, of the area and population served by the applicant, including ridership demographic information and the type of service provided
- Congressional district(s) where project will take place
- Project information (including title, an executive summary, and type)
- A detailed description of the need for the project
- A detailed description on how the project will support the Buses and Bus Facilities Program's objectives
- Evidence that the project is consistent with local and regional planning objectives
- Evidence that the applicant can provide the local cost share
- A description of the technical, legal and financial capacity of the applicant
- A detailed project budget
- An explanation of the scalability of the project
- Details on the local matching funds
- A detailed project timeline

Failure to submit the information as requested can delay review or disqualify the application.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) Be registered in SAM before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. FTA may not make an award until the applicant has complied with all applicable unique entity identifier and SAM requirements. If an applicant

has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a Federal award to another applicant. These requirements do not apply if the applicant: (1) Is an individual, per 2 CFR 25.110(b); or (2) has an exception approved by FTA or the U.S. Office of Management and Budget under 2 CFR 25.110(c) or (d). SAM registration takes approximately 3–5 business days, but FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit *www.sam.gov*.

4. Submission Dates and Times

Project proposals must be submitted electronically through *GRANTS.GOV* by 11:59 p.m. Eastern on November 19, 2021. Mail and fax submissions will not be accepted.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to correct any problems that may have caused either *GRANTS.GOV* or FTA systems to reject the submission. Proposals submitted after the deadline will be considered only under extraordinary circumstances not under the applicant's control. Deadlines will not be extended due to scheduled website maintenance. *GRANTS.GOV* scheduled maintenance and outage times are announced on the *GRANTS.GOV* website.

Within 48 hours after submitting an electronic application, the applicant should receive an email message from *GRANTS.GOV* with confirmation of successful transmission to *GRANTS.GOV*. If a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and resubmit before the submission deadline. If making a resubmission for any reason, applicants must include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

Applicants are encouraged to begin the process of registration on the *GRANTS.GOV* site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registration up to date before submissions can be made successfully: (1) Registration in the System for Award Management (SAM) is renewed annually; and, (2) persons making submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in *GRANTS.GOV* by the AOR to make submissions.

5. Funding Restrictions

Refer to Section C.3., Eligible Projects, for information on activities that are allowable in this grant program. Allowable direct and indirect expenses must be consistent with the Governmentwide Uniform Administrative Requirements and Cost Principles (2 CFR part 200) and FTA Circular 5010.1E.

Funds awarded under this notice cannot be used to reimburse applicants for expenses incurred prior to the pre-award authority effective date. FTA will issue pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. FTA does not provide pre-award authority for competitive funds until projects are selected, and even then there are Federal requirements that must be met before costs are incurred. FTA will issue specific guidance to awardees regarding pre-award authority at the time of selection. For more information about FTA's policy on pre-award authority, please see the most recent Apportionment Notice on FTA's website.

Funds awarded under this notice will remain available for obligation for three Federal fiscal years, not including the year in which the funds are allocated to projects.

6. Other Submission Requirements

All applications must be submitted via the *Grants.Gov* website. FTA does not accept applications on paper, by fax machine, by email, or other means. For information on application submission requirements, please see Section D.1., Address to Request Application Package.

E. Application Review Information

1. Criteria

FTA will evaluate project proposals for the Grants for Buses and Bus Facilities Program based on the criteria described in this notice. Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found.

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount whether or not a scalable option is provided.

If an applicant is proposing to acquire autonomous vehicles or other innovative motor vehicle technology, the application should demonstrate that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the application should show that vehicles acquired will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the application should either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the acquisition will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the acquisition will require exemptions or waivers, present a plan for obtaining them.

a. Demonstration of Need

Applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in bus vehicles or supporting facilities. For example, an applicant may demonstrate an excessive reliance on vehicles that are beyond their intended service life, insufficient maintenance facilities due to size or condition, a vehicle fleet that is insufficient to meet current ridership demands, or passenger facilities that are insufficient for their current use. Applicants should address whether the project represents a one-time or periodic need that cannot reasonably be funded from FTA formula program allocations and State or local resources. As a part of the response for demonstration of need, applicants should provide the following information.

For bus projects (replacement, rehabilitation or expansion): Applicants must provide information on the age

and mileage, condition, and performance of the assets to be replaced or rehabilitated by the proposed project. For service expansion requests, applicants must provide information on the proposed service expansion and for the reason that transit riders and the community need the new service. For all vehicle projects, the proposal must address how the project conforms to FTA's spare ratio guidelines.

For bus facility and equipment projects (replacement, rehabilitation, or expansion): Applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its useful life. For expansion requests, applicants must provide information on the proposed expansion and the reason that transit riders and the community need the expansion.

b. Demonstration of Benefits

Applications will be evaluated based on how well they describe how the proposed project will improve the condition of, or otherwise modernize, the transit system; improve the reliability of transit service for its riders; or enhance access and mobility within the service area.

System Condition: FTA will evaluate the potential for the project to improve the condition of the transit system by repairing or replacing assets that are in poor condition or have surpassed their minimum or intended useful life benchmarks, lowering the average age of vehicles in the fleet, or reducing the cost of maintaining outdated vehicles, facilities and equipment.

Service Reliability: FTA will evaluate the potential for the project to reduce the frequency of breakdowns or other service interruptions caused by the age and condition of the agency's bus fleet. Applicants should document their current service reliability metrics and benchmark goals, including their strategy for improving reliability with or without the award of Bus and Bus Facilities Program funds.

Enhanced Access and Mobility: FTA will evaluate the potential for the project to improve access and mobility for the transit riding public, such as through increased reliability, improved headways, creation of new transportation choices, or eliminating gaps in the current route network. Proposed benefits should be based on documented ridership demand and be well-described or documented through a study or route planning proposal.

c. Planning and Local and Regional Prioritization

Applicants must demonstrate how the proposed project will be consistent with local and regional long-range planning documents and local government priorities. This will involve assessing whether the project is consistent with the transit priorities identified in the long range plan, contingency or illustrative projects included in that plan, or the locally developed human services public transportation coordinated plan. Applicants are not required to submit copies of such plans, but should describe how the project will support regional goals.

Applicants may also address how the proposed project will impact overall system performance, asset management performance or specific performance measures tracked and monitored by the applying entity to demonstrate how the proposed project will address local and regional planning priorities.

Evidence of additional local or regional prioritization (*e.g.,* Statewide Transportation Improvement Plan and Long Range Transportation Plan) should include letters of support for the project from local government officials, public agencies (*e.g.,* Metropolitan Planning Organizations), or non-profit or other private sector partners.

d. Financial Commitment

Applicants must identify the source of the non-Federal cost share and describe whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will consider the availability of the non-Federal cost share as evidence of financial commitment to the project. Additional consideration will be given to those projects for which non-Federal funds have already been made available or reserved. Applicants should submit evidence of the availability of funds for the project, for example by including a board resolution, letter of support from the State, a budget document highlighting the line item or section committing funds to the proposed project, or other documentation of the source of non-Federal funds.

e. Project Implementation Strategy

Projects will be evaluated based on the extent to which the project is ready to implement within a reasonable period of time and whether the applicant's proposed implementation plans are reasonable and complete.

In assessing whether the project is ready to implement within a reasonable period of time, FTA will consider whether the project qualifies for a categorical exclusion, or whether the required environmental work has been initiated or completed for projects that require an environmental assessment or environmental impact statement under the National Environmental Policy Act of 1969 (NEPA). As such, applicants should submit information describing the project's anticipated path and timeline through the environmental review process.

The proposal must also state whether grant funds can be obligated within 12 months from time of award, and indicate the timeframe under which the Metropolitan Transportation Improvement Program or Statewide Transportation Improvement Program can be amended to include the proposed project. Additional consideration will be given to projects for which grant funds can be obligated within 12 months of the time of award.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals, or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the project, such as through letters of support.

f. Technical, Legal, and Financial Capacity

Applicants must demonstrate that they have the technical, legal, and financial capacity to undertake the project. FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical or financial issues with the applicant that would affect the outcome of the proposed project. Applicants with outstanding legal, technical or financial compliance issues from an FTA compliance review or Federal Transit grant-related Single Audit finding must explain how corrective actions taken will mitigate negative impacts on the proposed project.

2. Review and Selection Process

In addition to other FTA staff that may review the proposals, a technical evaluation committee will perform an administrative and merit evaluation of proposals based on the published evaluation criteria. Members of the technical evaluation committee and other FTA staff may request additional information from applicants, if necessary.

After applying the above criteria, and in support of Executive Order 14008, FTA will give priority consideration to projects that support the government-

wide Justice40 Initiative with the goal of delivering 40 percent of the overall benefits of relevant Federal investments to disadvantaged communities. For the purposes of the Justice40 Initiative, a community is either a group of individuals living in geographic proximity to one another, or a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions. Furthermore, to determine whether a specific community is disadvantaged, factors include, but are not limited to, the following variables: Low income, high and/or persistent poverty; high unemployment and underemployment; racial and ethnic segregation; linguistic isolation; high housing cost burden and substandard housing; distressed neighborhoods; high transportation cost burden and/or low transportation access; transit dependency associated with income, disability, or lack of access to a private automobile; disproportionate environmental burden and high cumulative impacts; limited water and sanitation access and affordability; disproportionate climate impacts; and high energy cost burden and low energy access. If a project supports the Justice40 Initiative, the applicant should state the community definition used, including ridership demographic information relevant to the Justice40 definition of disadvantaged community, the variable(s) considered, and what immediate and long-term benefits will be provided by the project request. In support of the Justice40 Initiative, the applicant also should provide evidence of strategies that the applicant has used in the planning process to seek out and consider the needs of those traditionally disadvantaged and underserved by existing transportation systems, such as low-income and minority households. Examples should include, the number of meetings held, including a description of the audience of each meeting and documentation for how the input was considered for the proposed project. Applicants are encouraged to contact FTA if they have any questions or feedback on the implementation of the Justice40 Initiative.

In further support of Executive Order 14008, FTA will give priority consideration to applications that are expected to create significant community benefits relating to the environment, including those projects that incorporate low or no emission technology or specific elements to address greenhouse gas emissions and climate change impacts. FTA encourages applicants to demonstrate whether they have considered climate change and environmental justice in terms of the transportation planning process or anticipated design components with outcomes that address climate change (*e.g.*, resilience or adaptation measures). The application should describe what specific climate change or environmental justice activities have been incorporated, including whether a project supports a Climate Action Plan, whether an equitable development plan has been prepared, and whether tools such as EPA's EJSCREEN have been applied in project planning. The application should also describe specific and direct ways the project will mitigate or reduce climate change impacts including any components that reduce emissions, promote energy efficiency, incorporate electrification or low emission or zero emission vehicle infrastructure, increase resiliency, or recycle or redevelop existing infrastructure.

FTA also will give priority consideration to applications that encourage racial equity in two areas: (1) Planning and policies related to racial equity and overcoming barriers to opportunity; and (2) project investments that either proactively address racial equity and barriers to opportunity, including automobile dependence as a form of barrier, or redress prior inequities and barriers to opportunity. This objective has the potential to enhance environmental stewardship and community partnerships, and reflects Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

FTA encourages the applicant to include sufficient information to evaluate how the applicant will advance racial equity and address barriers to opportunity. The applicant should describe any transportation plans or policies related to racial equity and barriers to opportunity they are implementing or have implemented in relation to the proposed project, along with the specific project investment details necessary for FTA to evaluate if the investments are being made either proactively to advance racial equity and address barriers to opportunity or redress prior inequities and barriers to opportunity. All project investment costs for the project that are related to racial equity and barriers to opportunity should be summarized.

In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, and the applicant's receipt of other competitive awards.

Due to funding limitations, projects that are selected for funding may receive less than the amount originally requested, even if an application did not present a scaled project option. In those cases, applicants must be able to demonstrate that the proposed projects are still viable and can be completed with the amount awarded.

3. Integrity and Performance Review

Prior to making an award, FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) accessible through SAM. An applicant may review and comment on information about itself that a Federal awarding agency previously entered. FTA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206.

F. Federal Award Administration Information

1. Federal Award Notice

Final project selections will be posted on the FTA website. FTA will also publish a list of the selected projects, a summary of final ratings for selected projects, Federal award amounts, and recipients in the **Federal Register**. Selected recipients should contact their FTA regional offices for additional information regarding allocations for projects under the Grants for Buses and Bus Facilities Program.

2. Administrative and National Policy Requirements

a. Grant Requirements

If selected, awardees will apply for a grant through FTA's Transit Award Management System (TrAMS). Recipients of Grants for Buses and Bus Facilities Program funding in urban areas are subject to the grant requirements of the Urbanized Area Formula Grant program (49 U.S.C. 5307), including those of FTA Circular "Urbanized Area Formula Program: Program Guidance and Application Instructions" (FTA.C.9030.1E). Recipients of funding in rural areas are subject to the grant requirements of the Formula Grants for Rural Areas Program (49 U.S.C. 5311), including those of FTA Circular "Formula Grants for Rural Areas: Program Guidance and

Application Instructions" (FTA.C.9040.1G). All recipients must accept the FTA Master Agreement and follow FTA Circular "Award Management Requirements" (FTA.C.5010.1E) and the labor protections required by Federal public transportation law (49 U.S.C. 5333(b)). Technical assistance regarding these requirements is available from each FTA regional office.

By submitting a grant application, the applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, directives, FTA circulars and other Federal administrative requirements in carrying out any project supported by the FTA grant. Further, the applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant, if it does not have current certifications on file.

b. Buy America and Domestic Preferences for Infrastructure Projects

All capital procurements must comply with FTA's Buy America requirements (49 U.S.C. 5323(j)), which require that all iron, steel, and manufactured products be produced in the United States, and imposes minimum domestic content and final assembly requirements for rolling stock. The cost of components and subcomponents produced in the United States must be more than 70 percent of the cost of all components, and final assembly of rolling stock must occur in the United States. Any proposal that will require a waiver must identify the items for which a waiver will be sought in the application. Applicants should not proceed with the expectation that waivers will be granted.

c. Disadvantaged Business Enterprise

Recipients of planning, capital, or operating assistance that will award prime contracts (excluding transit vehicle purchases), the cumulative total of which exceeds $250,000 in FTA funds in a Federal fiscal year, must comply with the Disadvantaged Business Enterprise (DBE) program regulations (49 CFR part 26).

To be eligible to bid on any FTA-assisted vehicle procurement, entities that manufacture transit vehicles or perform post-production alterations or retrofitting must be certified Transit Vehicle Manufacturers (TVM). If a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retro-fitting (*e.g.,* replacing major components such as engine to provide a "like new" vehicle), the vehicle remanufacturer must be a certified TVM.

The TVM rule requires that, prior to bidding on any FTA-assisted vehicle procurement, manufacturers of transit vehicles submit a DBE Program plan and annual goal methodology to FTA. FTA then will issue a TVM concurrence and certification letter. Grant recipients must verify each manufacturer's compliance with these requirements before accepting its bid. A list of compliant, certified TVMs is posted on FTA's website at *www.transit.dot.gov/TVM.* Recipients should contact FTA before accepting a bid from a manufacturer not listed on this Web posting. In lieu of using a certified TVM, a recipient may establish project-specific DBE goals for its vehicle procurement. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Monica McCallum, Office of Civil Rights, 206–220–7519, email: *Monica.McCallum@dot.gov.*

d. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and Metropolitan Planning Organizations (MPOs) in areas likely to be served by the project funds made available under this program. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding.

3. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA's electronic grants management system. Recipients of funds made available through this NOFO are also required to regularly submit data to the National Transit Database. Applicant should include any goals, targets, and indicators referenced in their application to the project in the Executive Summary of the TrAMS application.

As part of completing the annual certifications and assurances required of FTA grant recipients, a successful applicant must report on the suspension or debarment status of itself and its principals.

If the award recipient's active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of an award made pursuant to this Notice, the recipient must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government. See Appendix XII to 2 CFR part 200 for more information.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Grants for Buses and Bus Facilities Program manager, Thomas Wilson, via email at *Thomas.wilson@dot.gov* or by phone at 202–366–5279. A TDD is available for individuals who are deaf or hard of hearing at 800–877–8339. In addition, FTA will post answers to questions and requests for clarifications on FTA's website at *http://transit.dot.gov/busprogram.* In support of the President's Justice40 Initiative, FTA staff will also conduct a webinar for potential applicants to learn more about the program, provide stakeholder engagement, and review the application submittal process. All interested stakeholders with questions regarding the implementation of the Justice40 Initiative in the Grants for Buses and Bus Facilities Competitive Program are encouraged to contact Thomas Wilson.

To ensure the receipt of accurate information about eligibility or the program, applicants with questions are encouraged to contact FTA directly, rather than through intermediaries or third parties.

H. Other Information

This program is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

Nuria I. Fernandez,

Administrator.

[FR Doc. 2021–20203 Filed 9–17–21; 8:45 am]

BILLING CODE P

ATTACHMENT B

RESOLUTION NO. 21-88

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) BUSES AND BUS FACILITIES GRANT

RECITALS

WHEREAS, the Federal Transit Administrator has the authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

APPROVES THE FILING OF AN APPLICATION FOR THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION BUSES AND BUS FACILITIES GRANT; AND

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this _10__th day of _November_ 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-88 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 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 # 29

RESOLUTION NO. 21-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1520, consisting of 7 pages, and including:

Warrant No.

General: Checks No.594491 through 594611;
ACH No. 1168 through 1231;
Successor Agency: Check No. 1485

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of November 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-90 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

City of Montebello
Register of Demands No.
From Payment Date: 10/19/21 - To Payment Date: 10/28/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
1168	10/19/2021	$486.21	SUPPLIES	3163	BANK OF AMERICA
1169	10/21/2021	$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS INC
1170	10/21/2021	$11,093.75	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
1171	10/21/2021	$1,272.99	CONTRACT SERVICES	423	AIR EXCHANGE INC
1172	10/21/2021	$1,472.43	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1173	10/21/2021	$67,327.77	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1174	10/21/2021	$2,232.39	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1175	10/21/2021	$3,908.36	SUPPLIES	62880	AMERICAN MARKER
1176	10/21/2021	$4,095.30	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1177	10/21/2021	$26,478.15	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1178	10/21/2021	$146.63	SUPPLIES	35980	SAEED RADMEHR
1179	10/21/2021	$1,459.89	CONTRACT SERVICES	2102	JOHN P BEROKOFF
1180	10/21/2021	$1,020.26	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1181	10/21/2021	$275.98	SUPPLIES	2455	THE ILLINI COMPANIES INC
1182	10/21/2021	$22,850.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1183	10/21/2021	$25,493.70	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
1184	10/21/2021	$4,782.90	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
1185	10/21/2021	$1,050.00	CONTRACT SERVICES	2189	HEARDS INVESTIGATIONS AND POLYGRAPH LLC
1186	10/21/2021	$126.61	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
1187	10/21/2021	$6,699.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
1188	10/21/2021	$12,692.22	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1189	10/21/2021	$176.02	SUPPLIES	26670	LIFE-ASSIST INC
1190	10/21/2021	$8,680.21	CONTRACT SERVICES	19250	N/S CORPORATION
1191	10/21/2021	$116,466.96	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1192	10/21/2021	$80.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
1193	10/21/2021	$255.68	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
1194	10/21/2021	$25,426.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1195	10/21/2021	$375.00	CONTRACT SERVICES	2874	RPW SERVICES INC

City of Montebello
Register of Demands No.
From Payment Date: 10/19/21 - To Payment Date: 10/28/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1196	10/21/2021	$13,108.33	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1197	10/21/2021	$129,884.84	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1198	10/21/2021	$80.00	CARPOOL INCENTIVE	3211	JESSICA SERRANO
1199	10/21/2021	$466.43	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1200	10/21/2021	$3,090.00	CONTRACT SERVICES	217	TRACKIT LLC
1201	10/21/2021	$36,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
1202	10/21/2021	$1,430.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
1203	10/28/2021	$6,840.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1204	10/28/2021	$16,577.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
1205	10/28/2021	$1,050.02	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1206	10/28/2021	$96.95	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1207	10/28/2021	$966.80	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1208	10/28/2021	$45,952.46	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1209	10/28/2021	$70,875.56	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
1210	10/28/2021	$28.22	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1211	10/28/2021	$1,686.09	SUPPLIES	2455	THE ILLINI COMPANIES INC
1212	10/28/2021	$13,450.00	CONTRACT SERVICES	56540	COMPLETE PAPERLESS SOLUTIONS LLC
1213	10/28/2021	$4,426.72	SUPPLIES	70920	DECALS BY DESIGN INC
1214	10/28/2021	$128.84	SUPPLIES	3108	MARIO ESPINOSA
1215	10/28/2021	$60.00	CONTRACT SERVICES	23660	DAIOHS USA
1216	10/28/2021	$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
1217	10/28/2021	$1,119.07	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
1218	10/28/2021	$64.03	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1219	10/28/2021	$4,942.52	CONTRACT SERVICES	16520	IDR ENVIRONMENTAL SERVICES INC
1220	10/28/2021	$324.30	SUPPLIES	48610	CRYSTAL JAIMEZ
1221	10/28/2021	$1,535.28	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1222	10/28/2021	$4,598.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
1223	10/28/2021	$4,478.27	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
1224	10/28/2021	$275.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
1225	10/28/2021	$275.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ

City of Montebello
Register of Demands No.
From Payment Date: 10/19/21 - To Payment Date: 10/28/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1226	10/28/2021	$122.80	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
1227	10/28/2021	$67,215.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1228	10/28/2021	$259.64	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1229	10/28/2021	$1,973.13	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
1230	10/28/2021	$490.00	TRAINING	3163	BANK OF AMERICA
1231	10/28/2021	$1,058.42	SUPPLIES	3163	BANK OF AMERICA
	ACH TOTAL	**$783,498.13**			
594491	10/19/2021	$70.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOCIATION
594492	10/21/2021	$1,188.50	SUPPLIES	2722	ADVANCED PRINTING COMPANY
594493	10/21/2021	$120.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
594494	10/21/2021	$2,436.10	UTILITY SERVICES	38380	AT&T
594495	10/21/2021	$272.53	UTILITY SERVICES	39550	AT&T
594496	10/21/2021	$2,943.64	UTILITY SERVICES	39550	AT&T
594497	10/21/2021	$408.06	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
594498	10/21/2021	$3,740.00	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
594499	10/21/2021	$6,593.28	CONTRACT SERVICES	1922	BORDERLAN INC
594500	10/21/2021	$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
594501	10/21/2021	$95.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
594502	10/21/2021	$593.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
594503	10/21/2021	$148.27	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
594504	10/21/2021	$2,920.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
594505	10/21/2021	$4,233.60	SUPPLIES	2973	COPYCATS DIGITAL SOLUTIONS
594506	10/21/2021	$3,538.58	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC LLC
594507	10/21/2021	$402.70	TRAINING	54160	MONIQUE DELLIBOVI
594508	10/21/2021	$1,415.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
594509	10/21/2021	$4,001.03	UNIFORM EXPENSE	3306	DFND TECHNOLOGIES
594510	10/21/2021	$1,575.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
594511	10/21/2021	$2,535.46	CONTRACT SERVICES	47770	DUTHIE ELECTRIC SERVICE CORPORATION
594512	10/21/2021	$216.26	CONTRACT SERVICES	1894	ECONOMY RENTAL INC

City of Montebello
Register of Demands No.
From Payment Date: 10/19/21 - To Payment Date: 10/28/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594513	10/21/2021	$374.07	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
594514	10/21/2021	$1,622.42	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
594515	10/21/2021	$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
594516	10/21/2021	$7,995.66	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
594517	10/21/2021	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
594518	10/21/2021	$880.00	UNIFORM EXPENSE	1169	JCM AND ASSOCIATES INC
594519	10/21/2021	$150.00	SUPPLIES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
594520	10/21/2021	$905.20	TRAINING	43760	ALFRED MARTINEZ
594521	10/21/2021	$145.31	SUPPLIES	3300	ALBERTO MIRANDA
594522	10/21/2021	$304.86	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594523	10/21/2021	$1,173.40	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
594524	10/21/2021	$1,131.63	MISCELLANEOUS EXPENSE	3389	MATTHEW MORAN
594525	10/21/2021	$480.75	CONTRACT SERVICES	2958	RACHEL YVONNE HOSKINS
594526	10/21/2021	$61.29	FUEL	3150	SANDRA OLIVAS
594527	10/21/2021	$3,048.06	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
594528	10/21/2021	$113.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594529	10/21/2021	$4,868.85	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
594530	10/21/2021	$615.86	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
594531	10/21/2021	$58.09	TRAINING	35750	STEPHEN SHARPE
594532	10/21/2021	$68,375.85	CONTRACT SERVICES	2361	SIEMENS MOBILITY
594533	10/21/2021	$2,816.63	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
594534	10/21/2021	$1,459.57	NOTE PRINCIPAL	45630	SOUTHERN CALIFORNIA EDISON
594535	10/21/2021	$162.47	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
594536	10/21/2021	$738.32	SUPPLIES	2573	TELEFLEX LLC
594537	10/21/2021	$1,564.54	TRAVEL & MEETINGS	2441	DAVID TORRES
594538	10/21/2021	$2,389.38	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594539	10/21/2021	$1,558.70	TRAINING	46940	CHRISTOPHER M TYNI
594540	10/21/2021	$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
594541	10/21/2021	$2,419.20	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594542	10/21/2021	$6,175.71	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN

City of Montebello
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From Payment Date: 10/19/21 - To Payment Date: 10/28/21

WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594543	10/21/2021	$387.68	VEHICLE MAINTENANCE/EXPENSES	53450	R & O MCINTYRE INC
594544	10/21/2021	$975.71	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594545	10/21/2021	$9,050.04	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
594546	10/21/2021	$90,789.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
594547	10/21/2021	$95.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
594548	10/21/2021	$438.02	SUPPLIES	26850	ZUMAR INDUSTRIES INC
594549	10/21/2021	$115.29	CONTRACT SERVICES	2905	ZUTRA WATER
594550	10/28/2021	$60.00	PARKS AND RECREATION	3360	NICOLE DE LA ROSA
594551	10/28/2021	$60.00	PARKS AND RECREATION	3353	MARIA GONZALEZ
594552	10/28/2021	$390.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
594553	10/28/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
594554	10/28/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
594555	10/28/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
594556	10/28/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
594557	10/28/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
594558	10/28/2021	$1,058.00	VEHICLE MAINTENANCE/EXPENSES	72040	ALFONSO TIRES & REPAIRS INC
594559	10/28/2021	$7,799.68	UTILITY SERVICES	39550	AT&T
594560	10/28/2021	$56.48	UTILITY SERVICES	39550	AT&T
594561	10/28/2021	$125.00	CONTRACT SERVICES	132	LOUISE P JOHNSON
594562	10/28/2021	$787.50	CONTRACT SERVICES	40850	MARIA E CASAS
594563	10/28/2021	$2,700.00	CONTRACT SERVICES	3395	ALDO CRUZ GARCIA
594564	10/28/2021	$45,018.72	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
594565	10/28/2021	$1,982.00	TRAINING	3392	EL CAMINO COLLEGE
594566	10/28/2021	$300.50	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
594567	10/28/2021	$300.00	ADVERTISING/PRINTING SERVICES	1528	FAN4LIFEDECALS
594568	10/28/2021	$525.08	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
594569	10/28/2021	$1,936.62	SUPPLIES	2523	THE BEISTLE COMPANY
594570	10/28/2021	$111.00	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING INC
594571	10/28/2021	$53.18	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
594572	10/28/2021	$300.00	CONTRACT SERVICES	2770	NATALIE GARCIA

City of Montebello
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WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594573	10/28/2021	$72.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
594574	10/28/2021	$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
594575	10/28/2021	$182.24	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
594576	10/28/2021	$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
594577	10/28/2021	$60.00	PARKS AND RECREATION	3398	NANCY HERRERA
594578	10/28/2021	$5,933.43	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
594579	10/28/2021	$1,127.02	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
594580	10/28/2021	$60.00	PARKS AND RECREATION	3393	LEYLA KAMALIAN
594581	10/28/2021	$46.13	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
594582	10/28/2021	$93.92	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
594583	10/28/2021	$154,737.51	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
594584	10/28/2021	$411.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
594585	10/28/2021	$45.41	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
594586	10/28/2021	$12,015.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
594587	10/28/2021	$167.44	TRAINING	43760	ALFRED MARTINEZ
594588	10/28/2021	$921.22	CONTRACT SERVICES	3380	MICHAEL T. BLEAZARD
594589	10/28/2021	$324.06	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
594590	10/28/2021	$5,564.06	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
594591	10/28/2021	$9,761.64	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
594592	10/28/2021	$2,029.68	VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC
594593	10/28/2021	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
594594	10/28/2021	$12,439.50	CONTRACT SERVICES	25080	GOVERNMENTJOBS COM INC
594595	10/28/2021	$219.67	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC
594596	10/28/2021	$250.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
594597	10/28/2021	$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
594598	10/28/2021	$15,984.18	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
594599	10/28/2021	$13.96	SUPPLIES	61140	MICHAEL SAVEDRA
594600	10/28/2021	$962.92	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
594601	10/28/2021	$25,473.49	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
594602	10/28/2021	$12,458.24	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO

City of Montebello
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WARRANT	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
594603	10/28/2021	$9,736.80	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
594604	10/28/2021	$3,599.33	UTILITY SERVICES	72570	US TELEPACIFIC CORP
594605	10/28/2021	$13,388.44	CONTRACT SERVICES	20070	UC REGENTS
594606	10/28/2021	$424.72	SUPPLIES	45120	ULINE INC
594607	10/28/2021	$4,838.40	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
594608	10/28/2021	$2,062.50	CONTRACT SERVICES	3323	BERTRAL WASHINGTON
594609	10/28/2021	$676.22	SUPPLIES	3088	WAXIES ENTERPRISES LLC
594610	10/28/2021	$3,434.61	SUPPLIES	67320	WINZER CORPORATION
594611	10/28/2021	$531.58	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
	CHECK TOTAL	**$630,449.32**			
6093 - Successor Agency					
1485	10/28/2021	$4,864.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
	S/A TOTAL	**$4,864.00**			
	GRAND TOTAL	**$1,418,811.45**			

ITEM # 30

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Award of Two Professional Services Agreements for Architectural & Engineering Services for the Design, Agreement No. 3937 of the Montebello Municipal Golf Course Renovation Project (RFP. No. 22-1) and for Program Management Services**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Award a Professional Services Agreement No. 3937 to Sportfive for Architectural & Engineering Services for the design of the Montebello Municipal Golf Course Renovation Project (RFP No. 22-1) in an amount not-to-exceed $1,238,290; and

2) Award Task Order No. 1 via an Engagement Letter under Master Retainer Agreement No. 3919 with AIM Consulting Services for Program Management Services for a not-to-exceed-fee of $382,720; and

3) Authorize the City Manager to execute the agreements on behalf of the City; and

4) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $1,238,290 in Account No. 610-99-6040.80 (Golf Course, Engineering Services); and $382,720 in Account No. 610-99-6040.95 (Golf Course, Other Professional Services); and

5) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total estimated expense for Architectural and Engineering and Program Management

Services is $1,621,010. City Council is being asked to amend the Fiscal Year 2021-22 Golf Fund budget, by increasing appropriations by $1,238,290 in Account No. 610-99-6040.80 and $382,720 in Account No. 610-99-6040.95.

The costs associated with transforming the golf course will be paid utilizing bond proceeds from a future bond issuance. Prior to the issuance of any bonds, a firm construction estimate is needed in order to properly size the bonds (i.e., finance the proper amount to cover associated expenses of the project). The architectural and engineering and program management services will be utilized to prepare the estimate and provide project management.

Once the financing is secured, costs associated with these services will be reimbursed by bond proceeds. It is anticipated that bond financing will occur prior to fiscal year end. Therefore, the Golf Fund will be reimbursed accordingly.

BACKGROUND

Architectural & Engineering Services

The City Council approved a *Sublessee Development and Participation Agreement* with Topgolf on March 24, 2021 for the Driving Range Project ("DRC Project"). The DRC Project is adjacent to the Montebello Municipal Golf Course Renovation Project ("GCR Project") and is located along the Via Campo frontage of the golf course campus (See Attachment A).

The GCR Project proposes to renovate a portion of the existing Montebello Municipal Golf Course property located immediately south of the DRC Project. The GCR project area is shown in Attachment A and is approximately 72.5 acres of the golf course campus. The proposed project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex that complements the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The project will include the new golf course and a new club house with putting greens and a parking lot.

The recommended Professional Services Agreement with Sportfive will provide the architectural and engineering design services to complete the design of the GCR Project. Services include finalizing the project conceptual site plan, completion of the contract documents, assistance with public bidding for construction, and construction support services.

Program Management Services

The redevelopment of the golf course property consists of two primary projects: 1) the renovation of the municipal golf course, GCR Project; and 2) the Topgolf Driving Range project, DRC Project. Both projects combine to a building program with a total construction cost estimated to be in excess of $55 million. A building program of this magnitude and complexity, consisting of multiple projects, requires full time oversight and management by the City. Management of the project will involve managing multiple design consultants, contractors, inspection consultants, and coordination with Topgolf's design and construction teams as well as the operator of the hotels and Quiet Cannon Center.

The recommended Engagement Letter with AIM Consulting Services will provide the required full-time management with an experienced manager that has successfully delivered numerous building programs of this magnitude and larger on a campus setting.

ANALYSIS

Architectural & Engineering Services

RFP No. 22-1 (Attachment B) was issued on October 24, 2021. The solicitation was advertised on PlanetBids on the City's website.

On November 4, 2021, the City received one (1) proposal in response RFP 22-1. Staff reviewed and evaluated the submitted proposal as prescribed in the RFP. The proposal were evaluated based upon several factors. These factors include: responsiveness to the RFP, organization and technical qualifications of the team, relevant experience and expertise on similar types of projects, project understanding and approach, and professional reputation of the firm.

The resulting scores (100 maximum) were as follows:

Rank	Firm	Average Score
1	Sportfive	90.0

RFP No. 22-1 is in compliance with the Montebello Municipal Code, State and Federal regulations regarding the qualification-based selection of professional firms providing architectural and engineering services. Sections 4525 through 4529.5 of the California Government Code (Mini-Brooks Act) govern contracts between public entities and private architectural, landscape architectural, engineering, environmental, land surveying, and construction project management firms. These statutes require that public agencies use a Qualifications-Based Selection (QBS) method to contract for professional services. This method requires that such services be engaged on the basis of demonstrated

competence and qualifications for the types of services to be performed and at a fair and reasonable price, prohibiting selection based on price.

The scoring of the proposal based on qualifications confirms that the sole proposer is qualified to provide the required services. Following scoring, a reasonable fee was negotiated at a total not-to-exceed fee of $1,238,290.

Program Management Services

AIM Consulting Services (ACS) was selected for the City's On-call Construction Management / Inspection Bench List in response to RFP No. 21-32, a qualification based selection. Master Retainer Agreement No. 3919 with ACS was approved by the City Council on October 13, 2021. The recommended Engagement Letter is Task No. 1 for ASC. The fee proposed by ACS is based on the contractual hourly rate, per the Master Retainer Agreement, for the staff that will be working on the project. Hours will be tracked monthly. It is estimated that the work for the duration of the project will require 2,080 hours at a total cost of $382,720.

ENVIRONMENTAL

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the recommended improvements are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will execute the agreements and coordinate the completion of the golf course design with the selected consultant. Staff is also requesting the amendment of the FY 2021-22 budget, increasing appropriations by $1,238,290 in Account No. 610-99-6040.80 (Golf Course, Engineering Services) and $382,720 in Account No. 610-99-6040.95 (Golf Course, Other Professional Services). Upon issuance of bonds to finance construction of the entire golf course project, these expenses will be reimbursed.

ATTACHMENT (S):

A. Attachment A – Golf Course Renovation Project Area
B. Attachment B – Request for Proposals (RFP No. 22-1)
C. Attachment C – Professional Service Agreement No. 3937
D. Attachment D – Engagement Letter for AIM Consulting Services

ATTACHMENT A

Montebello Municipal Golf Course Renovation Project

Project Area

ATTACHMENT B

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS (RFP)

ARCHITECTURAL & ENGINEERING SERVICES

For the

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RFP No. 22 - 1

FOR

CITY OF MONTEBELLO, CALIFORNIA

Deadline for Submission: **November 4, 2021 at 5:00 PM**

City of Montebello
Public Works Department
Attn: James Enriquez, P.E., Director / City Engineer
1600 W. Beverly Blvd., Montebello, CA 90640
Email: jenriquez@cityofmontebello.com
City Website: https://cityofmontebello.com

City of Montebello
Request for Proposals
for
Architectural & Engineering Services

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT RFP No. 22 - 1

The City of Montebello (City) is seeking proposals from a highly qualified consultant to provide architectural and engineering design services for a Design-Bid-Build Delivery for the Montebello Municipal Golf Course Renovation Project.

1. BACKGROUND

The City of Montebello is a city in Los Angeles County located just east of Los Angeles and southwest of the San Gabriel Valley. It is a general law city, considered part of the Gateway, and is a member of the Gateway Cities Council of Governments. Originally an agricultural community, the discovery of oil within the City in the early 20th century has now caused Montebello to produce one-eighth of the State's crude oil. At the 2020 census, the population estimate was 63,833.

2. PROJECT OVERVIEW

The project proposes to renovate a portion of the existing Montebello Municipal Golf Course property. The project area is shown in Figure 1 and is approximately 72.5 acres of the golf course campus. The proposed project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex that complements the adjacent Topgolf® Project and existing hotels and Quite Cannon event center. The project shall include, at a minimum, the following features:

- Golf Course
- Putting Green
- New Club House Building (10,000 SF) and Parking Lot

This request for proposals is intended to be explanatory but should any discrepancies appear or any misunderstanding arises as to the intent of anything contained herewith, the interpretation and the decision of the City shall be final and binding. Any corrections of errors or omissions in the Request for Proposals may be made by the City when such correction is necessary for the proper fulfillment of their intention as construed by the City.

Figure 1: Project Area

3. SCOPE OF SERVICES

The scope of services anticipated for this project may include, but are not limited to:

3.1 Project Management and Coordination

Provide all the services to manage the project to ensure that it is completed on time and within budget. The work shall include, but not be limited to, the following tasks:

- The Proposer shall take the lead in coordinating all project design activities, including coordinating with other City departments, Utilities, outside agencies, residents, and appropriate property owners as needed.
- The Proposer shall attend the project kick-off meeting and bi-weekly meetings with City staff.

- The Proposer shall identify, coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
- At a minimum, the Proposer shall set up two (2) power point presentations before the City Council.
- The Proposer shall maintain, update, and keep current all project documents (electronic and hard copy). The filing system (electronic and hard copy) shall be in a format acceptable to the City.
- The Proposer shall have a Quality Assurance and Quality Control Plan in place for the duration of the scope of services. The plan shall establish the process ensuring that all deliverables are reviewed by the Proposer prior to submission to the City and all project documents are filed accordingly.
- The Proposer shall maintain and update schedule for related scope of work
- The Proposer shall establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs. The proposer shall submit a consolidated monthly invoice in a format acceptable to the City with detailed cost breakdown of all charges. At a minimum, the invoice shall include the total contract amount, amended contract amount (if any), previous charges to date, current charges, total charges to date, and remaining contract amount.

3.2 Design & Engineering Services

- The consultant shall develop a conceptual site plan design, including golf course layout, for the renovated golf course project area including ancillary elements/features and assist in coordinating the approval of city staff and City Council.
- Once a conceptual site plan is approved, the Project Architect shall produce drawings and include contents therein based on AIA standards for Schematic Design, Design Development, and Construction Documents.
- In performance of the required design services, the City is requesting proposals from teams with experience in consensus driven Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning for a golf course.
- The work shall be performed in accordance with all latest applicable codes, standards, and regulations.
- At minimum, the Architect shall provide the following Scope of Work:
    - Development of Complete Specifications (including Division 01, and project specific modifications to the City General Provisions and Special Provisions)
    - Survey
    - Architectural Design
    - Civil Engineering, including geotechnical investigations as required.
    - Landscape Design & Irrigation
    - Utility coordination and inclusion in documents

- Club House
  - Architectural Design
  - Structural Engineering
  - Mechanical Engineering
  - Plumbing Engineering
  - Electrical Engineering
  - Low Voltage (Structured Cabling Systems)
  - Audio Visual Design
  - Lighting Design
  - Fire Alarm Systems
  - Interior Design
  - Furniture, Fixtures and Equipment Design and Procurement Management
  - Title 24/ CalGREEN Commissioning
- Signage & Graphics Design
- Codes and Accessibility Compliance
- Construction Administration (assume 1 OAC meeting on-site per week for 12 months of construction)

3.3 Other Duties of the Project Architect

The Project Architect will provide all materials, management and professional services necessary or required to complete the Services in a timely manner. The City reserves the right periodically to visit the office of the Architect or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.

Architect's responsibilities include providing the management, organization, resources and talent to achieve the design, budget, coordination and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Attend and provide updates at recurring bi-monthly meetings.
- Research existing available documents related to the facility. Identify missing documents as early as possible.
- Meetings, including submitting meeting minutes after each meeting indicating what transpired during the meeting and decisions made.
- Direction of the Architect's personnel and sub-consultants
- Document control services for the Architect and sub-consultant team
- Obtaining input from the City

- Coordination with City and City's Consultants
- Coordination with Project stakeholders

3.4 City Consultants

City may retain consultants under separate direct contract. Accordingly, the Architect shall cooperate and coordinate its work with all City consultants, which may include, but is not limited to, any of the following:

- Program and Construction Management
- Geotechnical investigations (if applicable)
- Hazardous materials investigations, removal and disposal determination
- City Inspections (IOR)
- Materials Testing and/or Special Inspection
- Labor Compliance
- Information Technology consultants

3.5 Milestone Reviews

City will conduct periodic and milestone in-progress reviews of Project Architect's design and engineering, at the dates and times designated by City. During the Schematic Design, Design Development, and Construction Document Phases, City may elect to assign one or more point of contact(s) of its own to each major area and/or discipline of the project to coordinate input and creative direction from City. Informal periodic review meetings and design workshops may be scheduled by City to facilitate the resolution of design issues.

Formal reviews and progress submittals will be required, at a minimum, at the completion points for Schematic Design, Design Development, and Construction Document (65% and 90%) phases of work. Review meetings may be broken into separate project components such as architecture, mechanical, lighting, or signage and graphics, etc. Progress submittals and/or all other documents that are required to perform for this Project will be reviewed and returned with comments at periodic scheduled reviews with the Architect and its appropriate key staff and sub-consultants. After receipt and review, City's comments and project team stakeholders will be incorporated into the next scheduled release of the Work.

In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the City during any design phase or phases. Moreover, the City or any of its personnel or consultants may visit the Architect's offices, and its sub-consultants' offices, to help resolve design issues on an as needed basis.

3.6 Document Standards

All documents will be prepared and provided to City on AutoCAD or Revit release 2010 or later in accordance with standards of the industry. Packaged PDFs record drawings shall be submitted to the City as well. Any recommendations to City on changes to the standards

must be made to the City in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by the City.

3.7 Codes

The Project Architect shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the City, County, State or other reviewing authority.

3.8 Architect Recommendations

The Architect will make recommendations to City regarding any investigations, surveys, tests, analyses and reports that are deemed necessary and required by the Architect and its sub-consultants or City to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project.

3.9 Drawings Submittals to City

Drawings Submittals from the Project Architect will be sent to City by electronic mail in PDF format, CAD Plot File or via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date for the time of a response, if any. Drawing Submittals will be reviewed by City and returned to Project Architect in an expeditious manner.

3.10 Requests for Information

Project Architect shall submit all requests for information to City as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as Project Architect also submits the requests in an email. The Project Architect will indicate the appropriate priority of each Request.

3.11 Value Engineering

Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. Project Architect shall consider relevant alternatives within the project design to optimize and balance capital, constructability, ease of operation and maintenance, utility and life cycle costs, and advise City during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems and equipment to be used in the Project.

3.12 Cost Estimate

The Project Architect shall coordinate and assist the City and its Program Manager with establishing construction estimates. Estimating services will be provided by the Program Manager, however, the Architect shall review construction estimates and provide the City

with any input or comments it feels appropriate for the establishment of an accurate estimate.

3.13 Schedule

The Project Architect shall coordinate and assist the City and its Program Manager with maintaining and updating the Master Project Schedule. Scheduling services will be provided by the Program Manager, however, the Architect shall review and adhere to the schedule, and provide the City with any input or comments it feels appropriate for the achievement thereof.

3.14 Proprietary or Sole Source Specifications

All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by City.

3.15 BIDDING SERVICES

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect or its subcontractors shall provide services including, but not necessarily limited to, the following:

- Issue Construction Documents and Specifications to the City
- Attend an internal bid process planning meeting with City and stakeholders, and a pre-bid / job walk meeting with City and prime contractors bidding the contract
- Attend pre-bid conference with potential contractors.
- Review and respond to all Bid RFI's and Substitution Requests.
- Produce and provide all necessary Addenda including but not limited to addenda narratives, RFI's responses, changes, details, new sheets, specifications, all clouded and delta stamped.
- Assist in reviewing prime contractor bids for correctness and completeness
- Participating in the pre-construction meeting(s)
- Assist the City and Program Manager in the evaluation of contractor bids.

3.16 CONSTRUCTION ADMINISTRATION

The Construction Phase shall commence with the award of the contract or contracts, or the portions thereof based on the Construction Documents between the City and any prime contractors for the Project ("Contracts for Construction"). Architect shall provide Construction Administration Services of the Contracts for Construction. Services shall include, but will not be limited to, the following:

- Represent, advise and consult with the City during the administration of the Contract for Construction.
- Visit the site during the construction phase to become familiar with the project status,

and quality of the Work and to determine if the work is proceeding in accordance with the Construction Documents.

- The Architect and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which Project Architect or its sub-consultants are responsible.
- Attend weekly project meetings on-site.
- Inform City and its Program Manager of the progress, acceptability, and quality of the work completed and guard the City against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.
- Prepare Site Observation Reports within three (3) business days subsequent to a site visit or sooner if such information to be transmitted is of substantial and immediate importance. Architect shall issue reports, to the City and prime contractors related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by City, and other items of importance that the Project Architect observes during construction.
- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. Architect will provide in writing to City its observations.
- Report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor, City, and its Program Manager
- At all times, Architect and all of its sub-consultants will, promptly and expeditiously, render interpretations of the Construction Documents and review, critique and comment in writing on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required by the Contract Documents, Project Architect shall provide accordingly. Shop Drawings and other submittals related to the work designed or certified by the prime contractors shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals. When requested by City, Architect shall render written responses and opinions on all claims, addenda, proposals, disputes and all other matters in question between the City and prime contractors, Architects, and others relating to the execution or progress of the work or the interpretation of the Construction Documents in order to maintain the Project schedule and to assist City in its pursuit of completing City's negotiations and completion of the Project. The Architect's action shall be taken with such promptness as to cause no delay in the work or in the activities of the City or prime contractors.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.

- Project Architect shall answer all requests for information, in writing, generated by the City and prime contractors within three (3) business days of receipt of such requests for information.
- When requested by City, provide written recommendations on all matters in question between City, and prime contractors relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Architect shall render to the City an interpretation, which shall be subject to the approval of the City. The Project Architect's interpretation shall not be issued to the prime contractors until it has been reviewed and approved by the City. The Architect's interpretation, as approved by the City, shall be binding only for the prime contractors' obligation to proceed with the work. Architect shall use its professional efforts to obtain faithful performance of the work by the prime contractors. Architect shall not be the interpreter of the contract executed by City but will, when requested by City, submit its opinion to the City as to any concerned or disputed item related to construction work in the field.
- When requested by City, the Architect shall review for approval prime contractors' submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- If requested by City, Architect shall review and assist the City with the negotiation, as required, of the prime contractors' Change Order proposals and associated labor and material cost to ensure they are reasonable.

3.17 POST CONSTRUCTION COMPLETION SERVICES

As the construction of the Project progresses, and no later than 30 days after the final completion thereof, the Architect and its team will prepare and furnish to City a set of reproducible Record Drawings and CADD disks showing construction changes in the work, based on general contractor's Record Drawings, marked up prints, drawings and other data furnished by the prime contractors to Architect. Additionally, the Project Architect shall:

- Assist prime contractors, and City, in the assembling, reviewing and submitting to City indexed binders (number of copies as required by City) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors and others, and transmit same to City as required by the Contract Documents.
- Prepare documents to specify to what extent maintenance, warranty and operational information is to be turned over to City and its operator of the facilities.
- Review prime contractors' submission of their Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, Architect and its Sub-consultants shall advise City of any apparent unacceptable items, problems and discrepancies between the intent of their work and such Record Drawings. Such review shall not relieve the prime contractors of responsibilities for the accuracy or completeness of its work or of the information recorded.

5. PROPOSAL REQUIREMENTS

The proposal must be concise, well organized, and demonstrate the qualifications and experience, related to the types of professional services described herein, of your firm's team. The proposal shall be printed on 8.5" x 11" pages and include resumes and all other information necessary to describe the experience and capabilities of the firm and sub-consultants. The proposal, excluding covers and divider tabs and resumes, shall not exceed thirty (30) single-sided or fifteen (15) double-sided pages. Proposal must include the following:

5.1 Cover Letter

Include the primary consultant's name and business address, as well as the name, telephone number and email address of the manager that will oversee the services and be the primary contact. Summarize your understanding of the required services and demonstrate how your project team is qualified to provide these services. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Montebello on behalf of the submitting firm/team.

5.2 Project Team Identification

Identify the prime consultant's company information. Indicate whether the company is a corporation, joint venture, partnership or sole proprietorship. List other business names used in the past. Provide the same information for all sub-consultants that will be part of the project team.

Proposer must include in proposal a complete disclosure of any alleged, significant prior or ongoing, contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

5.3 Team Organization

Provide an organization chart identifying the Point-of-Contact and the proposed key personnel from the consultant and sub-consultant project team that will be assigned to perform the work as outlined in this Request for Proposal. After the proposed key personnel have been accepted by the City, any substitution of these key personnel is subject to the written approval of the City. The City reserves the sole right to replace any of the proposed personnel at any time during the course of the contract. This section should also include resumes for all key staff indicating previous project experience, references and unique qualifications for this project.

5.4 Company Experience

Provide a list of similar project experience for the Project Architect (Prime Consultant) indicating similar project experience. Please include at minimum:

- Name of Project
- Name of Client or City with Reference Contact info
- Brief Description of Project
- Completion date of Project
- Construction Cost of Project
- Unique Characteristics of Project

5.5 Project Understanding and Approach

Describe your vision for the renovation of the Project Area within the Montebello Municipal Golf Course shown in Figure 1. Present ideas and concepts for the use of the Project Area, amenities and features that can be incorporated, and golf-related activities and experiences the space can provide for patrons. Identify and briefly discuss key issues, specific to this project that are considered critical to ensuring a successful project.

Identify any services that are not included in this RFP but should be included in order to deliver a comprehensive design and successful construction. The associated costs for these services, if any, shall be included in the cost proposal.

5.6 Exceptions to Professional Services Agreement

Identify all exceptions to the Professional Services Agreement which is provided as Attachment 2. Any exceptions not submitted with proposal will not be considered for contract negotiations.

5.7 Sealed Cost Proposal

Proposer shall submit a separate, sealed Fee Proposal file clearly titled “Montebello Municipal Golf Course Renovation Project A&E Cost Proposal.”

The Fee Proposal must include fee and manhour estimates broken down to detailed tasks, and identify all key employees and/or classifications (including sub-consultants) to be billed as well as overhead and other multipliers. **The fee will be cost-plus-fixed-fee, billed monthly to a negotiated not-to-exceed total fee. The total fee will be reviewed based on the approved conceptual design.**

6. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the deadline for submission, consultants will be evaluated, and the best-qualified consultants may be invited to participate in an interview.

2. Selection Criteria: The City will select a consultant to provide the services pursuant to this Request for Proposals based on the evaluation of the proposals, interview process (if required), and references. The City, however, reserves the right to award contracts without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant.

Selection is based on a determination of the consultant(s) deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:

The proposals will be evaluated on a 100-point grading system based on the following:

- Responsiveness to Request for Proposals — breadth and depth of response, overall quality, responsiveness and completeness. (5 points)

- Organization and Technical Qualifications of the team (licenses and certifications held by the firm and key staff). (20 points)

- Relevant Experience and Expertise for the services. Proven experience and qualifications related to required services for the construction of the types of public works capital improvement projects described herein. (20 points)

- Understanding and Approach. Concept(s) for use of the Project Area. (50 points)

- The professional reputation of the firm, and satisfaction of current and/or prior clients upon reference checks. (5 points)

3. Interviews: Selected consultants may be invited for an interview (if deemed necessary by the City). The City will contact selected consultants to schedule an interview and provide instructions for the interview.

4. Professional Services Agreement: The selected consultant(s) will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements. A sample Professional Services Agreement is included in Attachment 2.

7. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.

2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

3. Completeness: To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.

4. Ownership of Reports: All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

8. FILING DEADLINE

Responses to this RFP must be submitted by Thursday, November 4, 2021 at 5:00PM (PST).

All responses to this RFP must be electronically submitted through the PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html. All Prospective Consultants must register to submit a response through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above. The City reserves the right to reject any and all proposals as —non-responsive for failure to provide the required information and abide by the required format outlined in this RFP.

The City assumes no responsibility for any errors or delays encountered when attempting submit any proposal.

Any correspondence within your proposal should be addressed to:

Mr. James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Proposals submitted late will be designated non-responsive and returned to the prospective Consultant. Substitution of the designated team and key staff, without the written approval of the City, after selection of the successful consultant will result in a rejection of the proposal and/or termination of the contract.

The City of Montebello may, at its discretion, adjust any or all of these proposed tentative timeline dates.

9. QUESTIONS

This request is issued for the City by the Public Works Department. All questions regarding this Request for Proposals shall be submitted electronically using the PlanetBids Portal no later than Monday, November 1, 2021 at 5:00PM (PST). Upon receiving all questions, an addendum may be issued listing all of the questions received along with responses

10. ATTACHMENTS

1 Sample Professional Services Agreement

Attachment 1

Sample Professional Services Agreement

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND
_____

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation ("City") and _____, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires Architectural Design and Related Services for the City Hall West Wing Renovation project.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's [DATE], 2021 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule:" Such compensation rates as are set forth in the Consultant's [DATE], 2021fee proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date:" That certain date on which the Agreement is executed by both Parties following its approval by the City Council of the City of Montebello.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Section 22 below. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after two (2) years unless extended by the Parties in writing. Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the general geographical area of the City. Consultant shall prepare all work products required by this Agreement in a substantial, first - class manner and shall conform to the standards of quality normally observed by a practitioner in Consultant's profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of _____ ($_____) unless specifically approved in advance, in writing, by City.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times

comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

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 Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict-of- interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. [NAME], shall be Consultant's project manager and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project manager without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("Written Products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. 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 Consultant. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers,

employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to 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 Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Consultant may set its own hours and location of work.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

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

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law,

be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of 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 City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, 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 City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, 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:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars ($1,000,000) per occurrence combined single limit; Two Million Dollars ($2,000,000) aggregate for products/completed operation; Two Million Dollars ($2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this Agreement.); and Five Million Dollars ($5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability

Insurance with limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

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

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

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 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. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming 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 City. 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.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

16.10 Any deductibles or self-insured retentions must be declared to and approved

by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City: If to Consultant:

James Enriquez
Public Works Director/City Engineer
City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640
Facsimile: (323) XXX-XXXX

[ENTITY]

With a courtesy copy to:
Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. 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.

25.2 In executing this Agreement, each Party 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.

25.3 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.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the

case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

31. COUNTERPARTS

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 or email 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 or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

[*Signatures on the following page*]

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY" CITY OF MONTEBELLO	"CONSULTANT" _____
_____ Kimberly Ann Cobos-Cawthorne Mayor	_____
Dated: _____	Dated: _____
ATTEST:	**APPROVED AS TO FORM:**
_____ Christopher Jimenez, City Clerk	_____ Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3937 WITH SPORTFIVE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 10, 2021**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Sportfive (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Professional services in the CITY; and

WHEREAS, the CONTRACTOR 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. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals, RFP 22-1 issued on October 20, 2021, to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project in the City of Montebello ("Request for Proposals"), as such is set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project as set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR 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"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire in Two (2) Years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to One (1) Year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

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

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

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

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

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR 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 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to 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. CONTRACTOR 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 CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by 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. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, 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 Contractor. The Contractor 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, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. 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 CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

The CONTRACTOR 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 CONTRACTOR'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 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR 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 CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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 CONTRACTOR'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies

are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its 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 CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

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

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

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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 21. NOTICE.

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

Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

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

[**SIGNATURE PAGE TO FOLLOW**]

CITY OF MONTEBELLO

_____
René Bobadilla
City Manager

Dated: _____

CONTRACTOR

Sportfive
Michael Angus
Director, Design & Development

Dated: _____

ATTEST:

_____
Christopher Jimenez,
City Clerk

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman
City Attorney

EXHIBIT A

SCOPE OF WORK

Exhibit A

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RFP BY
SPORTFIVE
RICK SMITH GOLF DESIGN
DOUGLAS FREDRIKSON ARCHITECTS
DRC ENGINEERING
CUMMING CURLEY AND ASSOC.
BTG IRRIGATION
QUALITE

SPORTFIVE

November 3, 2021

Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Mr. Enriquez,

With a rich municipal golf history, a community focus on recreation and well-being, and a celebrated family-oriented and all-inclusive city character, the Montebello Golf Course renovation is an ideal project to sustain the traditions and future goals of the City of Montebello.

A community with passion, a golf course with endless opportunities, a consultant team ready to put their hearts into rejuvenating this City-owned jewel, our team is pleased to respond to the City of Montebello Municipal Golf Course Renovation Project RFP to re-energize the golf course and enhance and program the adjacent City-owned property for their best use.

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.

Our Consultant Team has been strategically coordinated to meet all aspects of this RFP scope:

- **SportFive**: Planning and Design (Team Lead: Michael Angus)
- **Rick Smith Golf Course Design**: Golf Course Design (Team Lead: Rick Smith)
- **Douglas Fredrikson Architects**: Architecture (Team Lead: Doug Fredrikson)
- **DRC Engineering**: Engineering (Team Lead: Jay Brander)
- **Cummings, Curley and Associates**: Landscape Architecture (Team Lead: Robert Curley)
- **BTG**: Golf Course Irrigation Design (Team Lead: Dave Taylor)
- **Qualite**: Lighting Design (Team Lead: Corey Lines)

We are designers, golfers, recreation enthusiasts and place makers. Enclosed, please find our stories of success, expertise, vision and passion.

Sincerely,

Michael Angus
Director, Design & Development
SportFive

POINT OF CONTACT

MICHAEL ANGUS
7077 E. MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA, USA 85254
(480) 483-9500 OFFICE
(480) 688-4047 MOBILE
michael.angus@sportfive.com
www.sportfive.com

PROJECT UNDERSTANDING AND APPROACH

The City of Montebello has a proud parks, recreation and sports history and commitment to improve the quality of life for all current and future Montebello residents. Along with this commitment, the City of Montebello has open space and recreational amenities throughout the city. Within this open space are parks, fields, trails and to the northwest adjacent to the 60 Freeway, lies the Montebello Golf Course.

The golf course first opened in 1928 as a private golf club and part of a master planned community. In 1941, the City of Montebello purchased the golf course for public use. In its current improved state, the golf course is located on 120 acres of land. The golf course property is improved with an 18-hole, Par 71 course, clubhouse facility, small practice area, practice putting green, golf cart storage and a golf maintenance facility.

The RFP project proposes to renovate a portion of the existing Montebello Golf Course property. The project area is approximately 72.5 acres and will replace the existing 18-hole golf course with a new and modern, first-class, championship golf course complex that compliments the adjacent Topgolf project and existing hotels and Quiet Cannon event center.

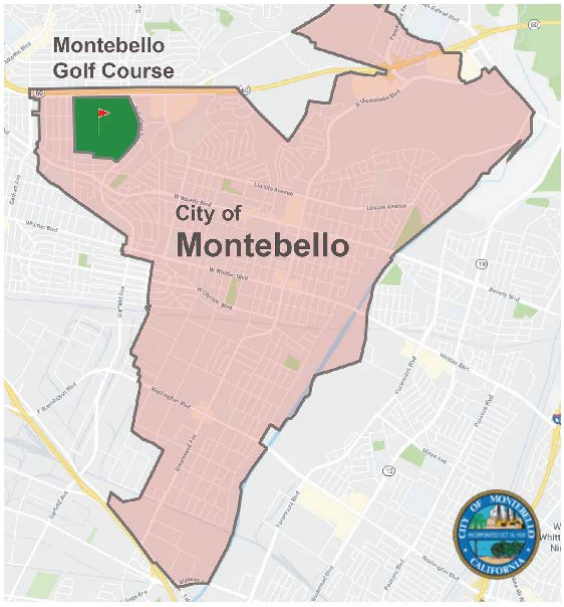
The City of Montebello's goal is to engage a consultant team to provide project management and coordination, produce a vision/master plan and prepare detailed design construction plans and documents. The project will need to efficiently compliment, enhance and work well with the adjacent Topgolf project. The City of Montebello is requesting proposals to analyze renovation of the golf course with the primary goal to improve its long-term financial stability and provide a world-class golf and recreational environment for all residence of Montebello and neighboring communities.

For years, the golf course has served residents and visitors as a quality golf experience for all skill levels. Just as the community has evolved so has the golf-centric culture of its residents. More and more people are limited to enjoying golf, by limited accessibility and limited availability of time.

Our team recognizes this trend of lack of accessibility and time with golf and sees an opportunity by improving and enhancing the existing golf course and integrating it with the planned adjacent Topgolf. There is an opportunity and synergy of these uses that can be transformative. Our team believes that with open communication and collaborating with City of Montebello leadership, there is an approach to designing an innovative golf complex unlike any other in the world. The City of Montebello stands to create a dynamic mutually beneficial golf course complex that is integrated with and compliments the City's partnership with Topgolf, as well as provide a world-class and inclusive golf experience for all City of Montebello residence.

PROJECT UNDERSTANDING

Our Team has been on-site multiple times, played the golf course as a group, analyzed all opportunities and constraints of the existing golf course and understand the adjacent land uses.

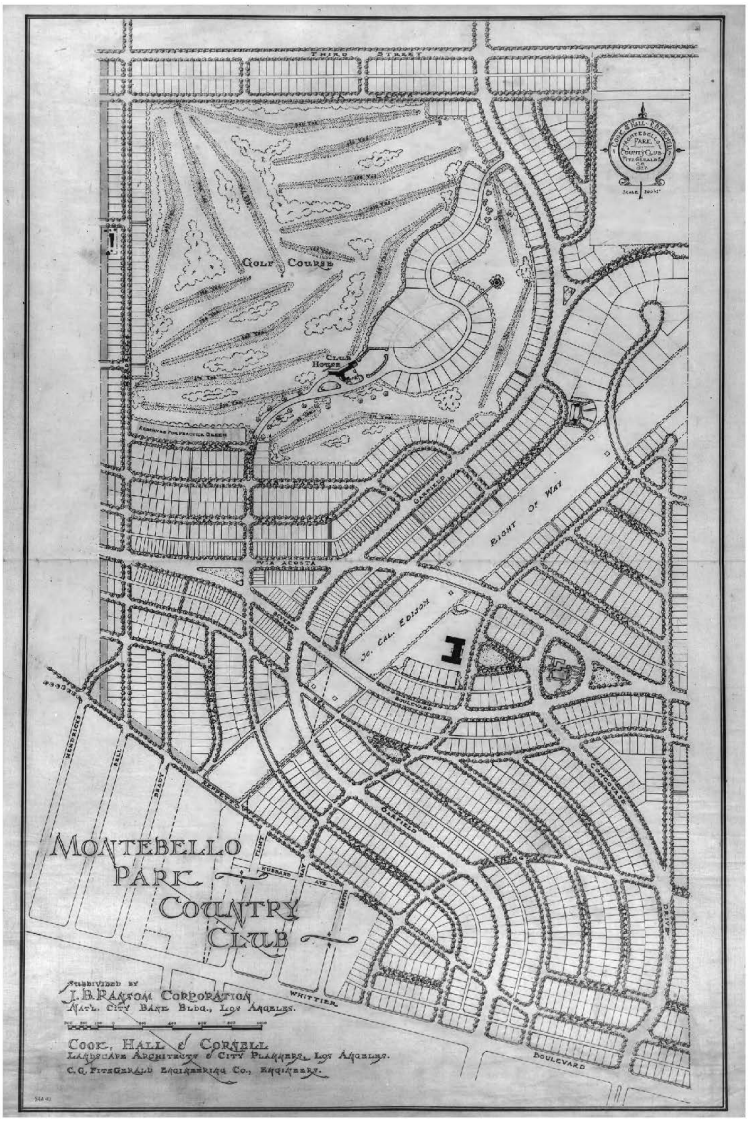


Currently, a 140-acre facility the Montebello Golf Course features an aging 18-hole golf course

PROJECT UNDERSTANDING

Our Team has researched and studied the history and has documented the changes made and evolution of the golf course.

Original 1928 Master Plan (right)



1998 Montebello Golf Course after Renovation (below)

PROJECT UNDERSTANDING

Existing Conditions

Declining Playing Conditions

Player Safety is a Concern, Nets Required

Outdated and Looming Infrastructure on Golf Course Needs Replacing

Outdated and Inefficient Irrigation System Leads to Unnecessary Water Use and High Maintenance Costs

PROJECT APPROACH

Our Team Vision and
Guiding Principles

1. *Will grow the game of golf*

2. *Encourages group and family interaction*

3. *Provides open space, recreation and entertainment for all Montebello residents*

4. *Will be a unique destination for consumers outside of Montebello*

5. *Will be sustainable for future generations*

6. *Will be a financial stimulus to the City of Montebello*

PROJECT APPROACH

Our Team has collaborated and prepared multiple concept plans.
We are ready for collaboration and partnership with the City of Montebello.
Below is a preliminary Concept Vision Plan we prepared.

" Creating Community Through People, Recreation and Entertainment "

PROJECT APPROACH

The project will need to efficiently compliment, enhance and work for both the new golf course and with the adjacent Topgolf project. A central "arrival" and "golf hub" location is recommended and proposed. There is an opportunity and synergy of these uses that can be transformative.

CITY OF MONTEBELLO
INCORPORATED OCT. 16, 1920
CALIFORNIA

TOPGOLF®

PROJECT APPROACH

Our Team, led by Douglas Fredrikson Architects, has prepared detailed concept plans for a new golf clubhouse area, complete with golf cart storage, food and beverage and community-focused outdoor entertainment area.

MONTEBELLO GOLF CLUBHOUSE

Douglas Fredrikson
Architects
dfarchitects.com

PROJECT APPROACH

Our Team vision for the new golf clubhouse area is to provide a space ideal for golfers, but also a space that is available and inviting for non-golfers and all City of Montebello residents to use and enjoy.

PROJECT APPROACH

Our Team, led by Rick Smith Golf Design, has prepared detailed concept plans for an innovative and challenging, full-size 9-Hole Championship Golf Course.

Golf Course
Vision & Goals

Best Nine-Hole Course in the U.S.

Higher Quality Design

Low Operational Costs

Better Maintenance and Conditions

New Entry Drive and Arrival

Multi Use Pro-Shop/Starter/Restroom

More Enjoyable and Memorable

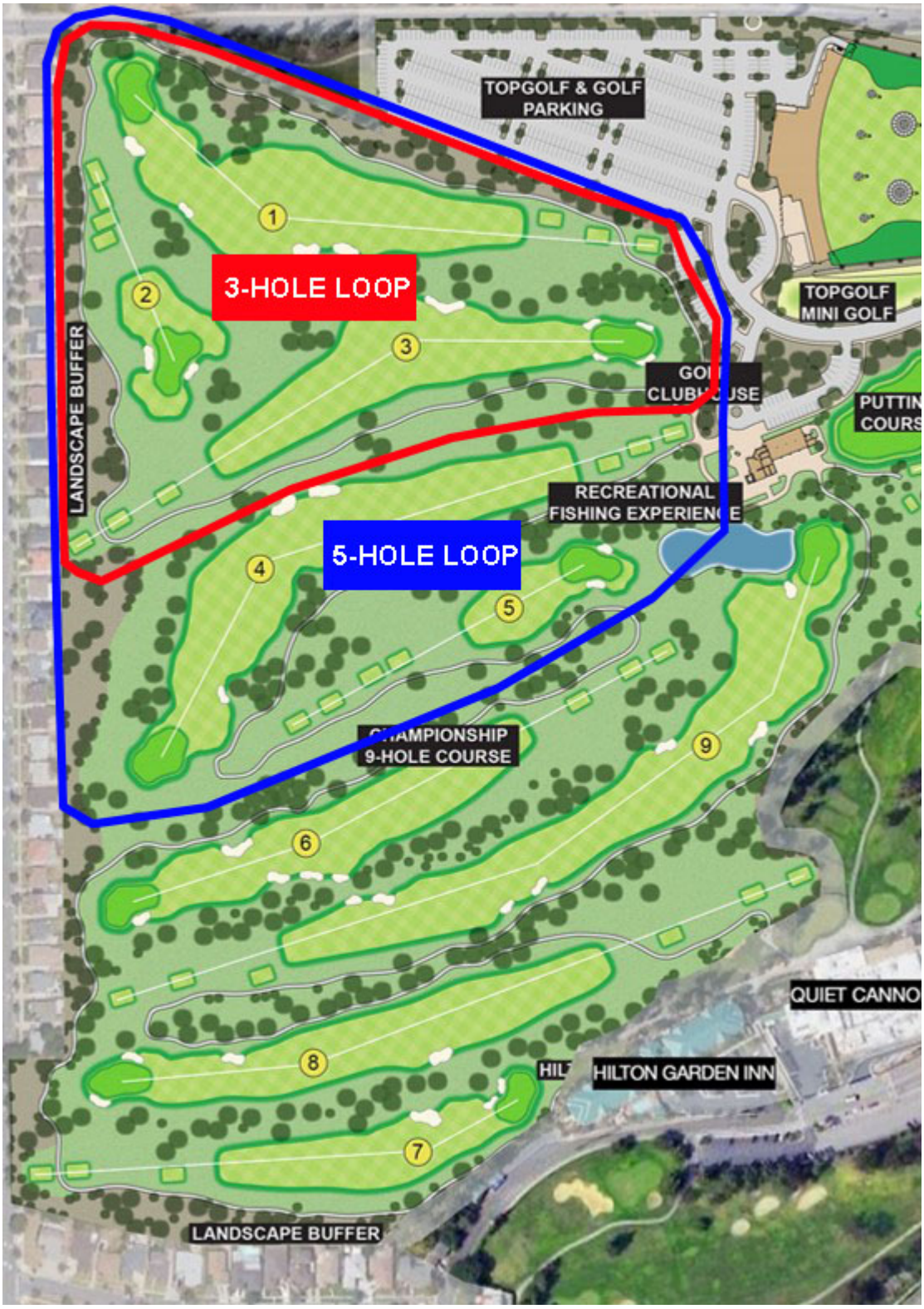
Better for the Environment

Safer and Reduced City Liability

Inclusive to All Montebello Residents

PROJECT APPROACH

Incorporated into the golf course layout and design is an innovative "3-hole loop course" and "5-hole loop course" option.



3-Hole & 5-Hole Loop Option

Conveniently Starts and Finishes at the Golf Clubhouse Area

Beginner Course

Ideal for Juniors

Ideal for Seniors

Requires Less Time

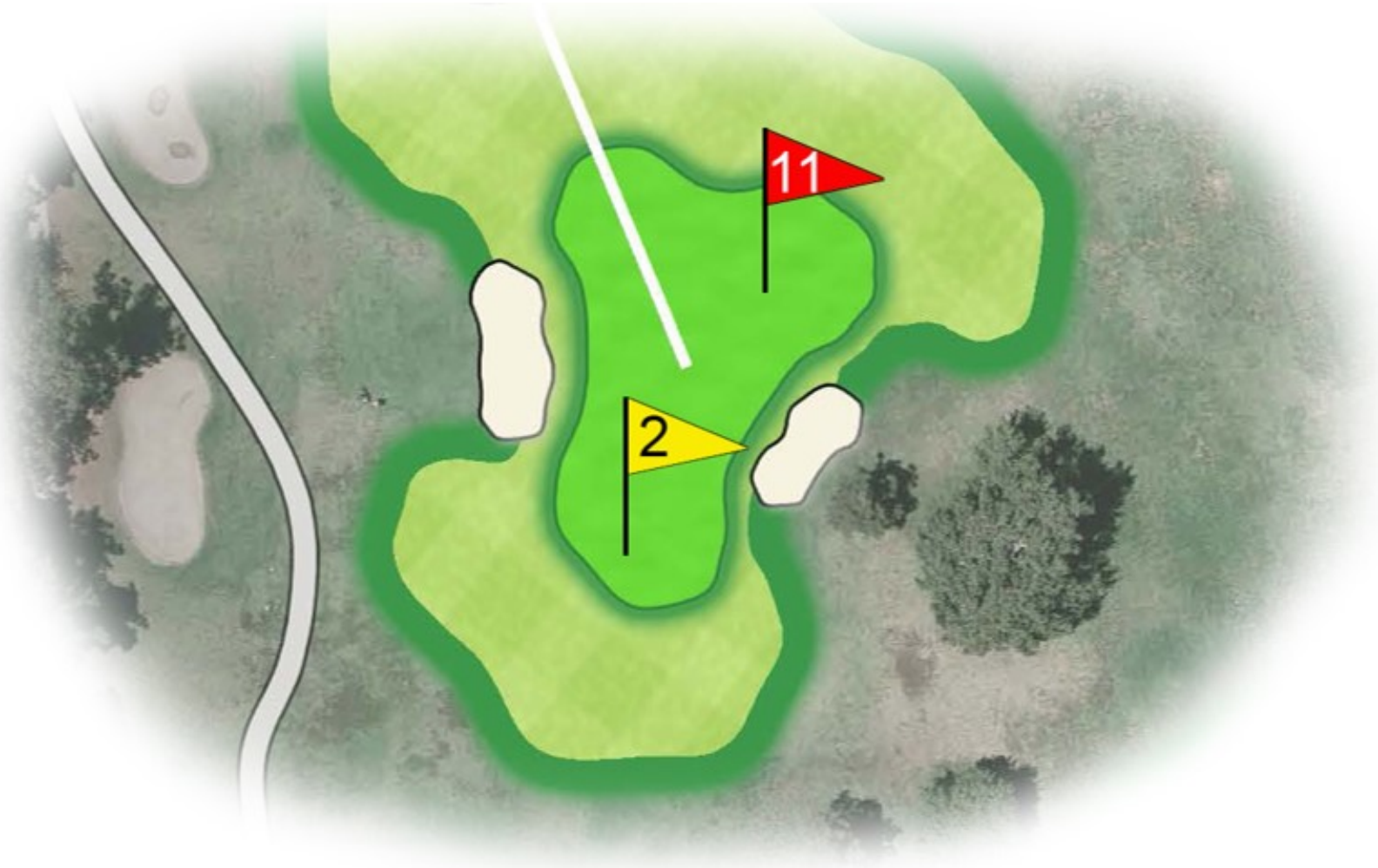
Affordable

Easily Walkable

Added Revenue for City of Montebello

PROJECT APPROACH

The 9-Hole Golf Course could be played twice utilizing different Tees and Pins for an 18-Hole Course option.



Same 9-Holes Utilizing Two Pins per Green for an Optional 18-Hole Course. Innovative and Unique Double-Green Design.

PROJECT APPROACH

A unique component to the golf complex is a 6-hole short course and Putting Course . This allows players new to golf, youth and seniors to participate in less intimidating environment. Avid and experienced golfers will appreciate practicing their short game, chipping and putting in this ideal setting

To appeal to evening golfers, it is recommended to light the short course with energy efficient, non-glare LED lights. Doing so will provide a new demand during evening hours.

PROJECT APPROACH

Our Team, is proposing a partnership with innovative, technology-based company Toptracer, to be the first golf course to incorporate and provide an on-course experience of golf shot tracking. This partnership is a natural fit and opportunity as Toptracer is owned by Topgolf. This technology would add value and introduce golf to a new generation of players to Montebello Golf Course.

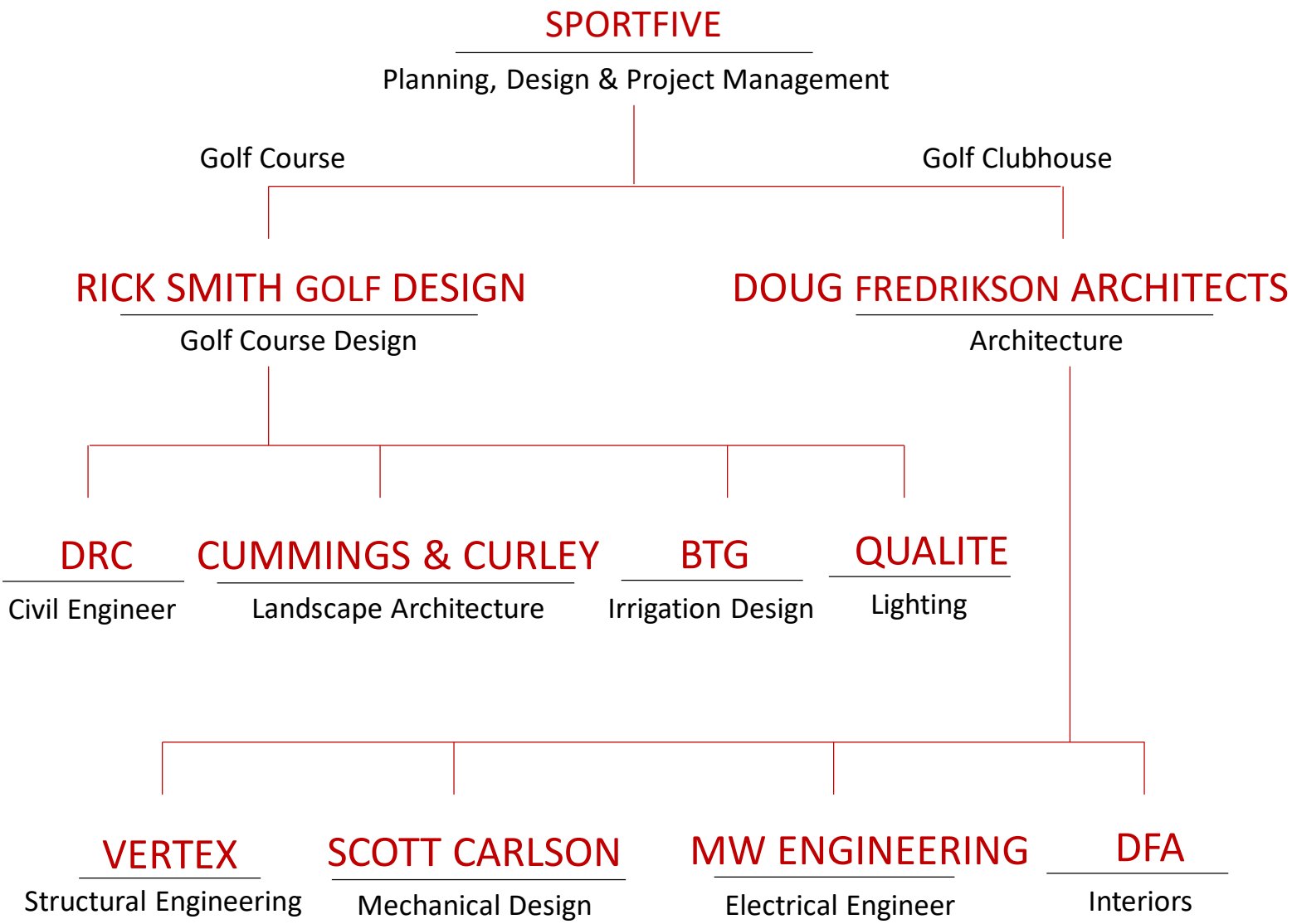
TOPTRACER

" Toptracer is revolutionizing the golf experience all over the world and through it all, the company has remained committed to its core principle... to change the way people enjoy golf ."

TEAM & EXPERIENCE

OUR TEAM

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

TOPGOLF – THE LAKES AT EL SEGUNDO, El Segundo, CA

Client: Topgolf and The City of El Segundo

Scope: Municipal Golf Course Repurpose Project / Golf Course Design

SHEET INDEX

DESCRIPTION	SHEET #
Golf Course Site Plan	1
Clearing & Demo Plan	2
Site Area Plan	3
Grading, Drainage & Features Plan	4
Earthwork Cut & Fill Plan	5
Grassing Plan	6
Green Details	7
Construction Details	8

SCORECARD

HOLE	PAR	YARDS Back	Middle	Forward	Putting
1	3	120	105	85	30
2	3	145	125	110	30
3	3	90	75	55	30
4	3	135	120	100	30
5	3	110	95	70	30
6	3	90	80	60	30
7	3	115	100	75	30
8	3	130	110	90	30
9	3	60	50	40	30
10	3	105	90	65	30
Total	30	1,100	950	750	300

NOTES

1. Golf Course, Golf Course Clubhouse, Topgolf Venue and Parking Lot all to be under construction and built concurrently. Golf Contractor to coordinate all construction activity with Topgolf and Topgolf's other Contractors.
2. Site Address: 400 S. Sepulveda Blvd, El Segundo, CA 90245

TOPGOLF

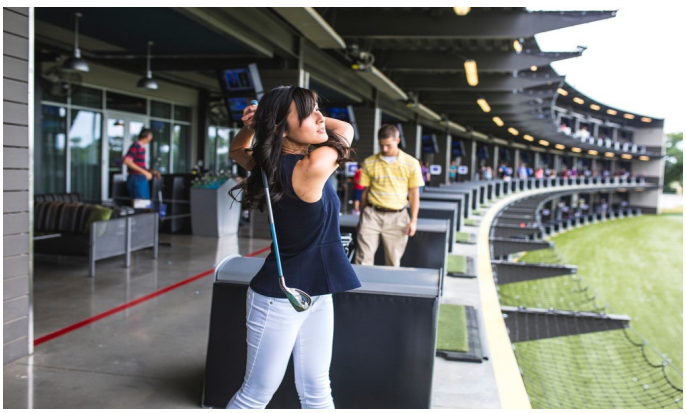
SPORTFIVE
2077 East Maryn Road, Suite 140
San Mateo, CA 94404
(480) 483-9500
Contact: Michael Angus
michael.angus@sportfive.com

Golf Course Design Plans
Topgolf El Segundo Golf Course
El Segundo, California

TOPGOLF

DATE: April 5, 2021
REV DATE:
DESIGN BY: SportFive / M. Angus
SHEET 1 of 8

GOLF COURSE SITE PLAN



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

PAPAGO GOLF COURSE, Phoenix, Arizona

Client: City of Phoenix and Arizona State University

Scope: Municipal Golf Course Repurpose Project / Golf Course Design / Golf Clubhouse Architecture & Design

Site Plan

RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

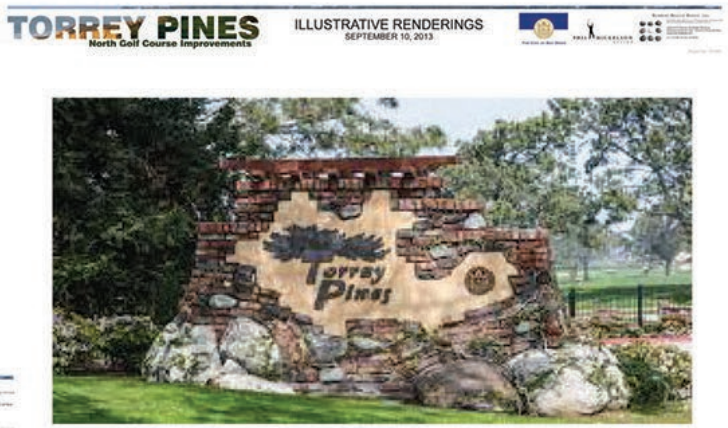
TORREY PINES NORTH GOLF COURSE, La Jolla, California

Client: City of San Diego

Scope: Municipal Golf Course Masterplan / City Approval

HOLE 3 - DESIGN CONCEPT / VISION

HOLE 3 - EXISTING CONDITIONS

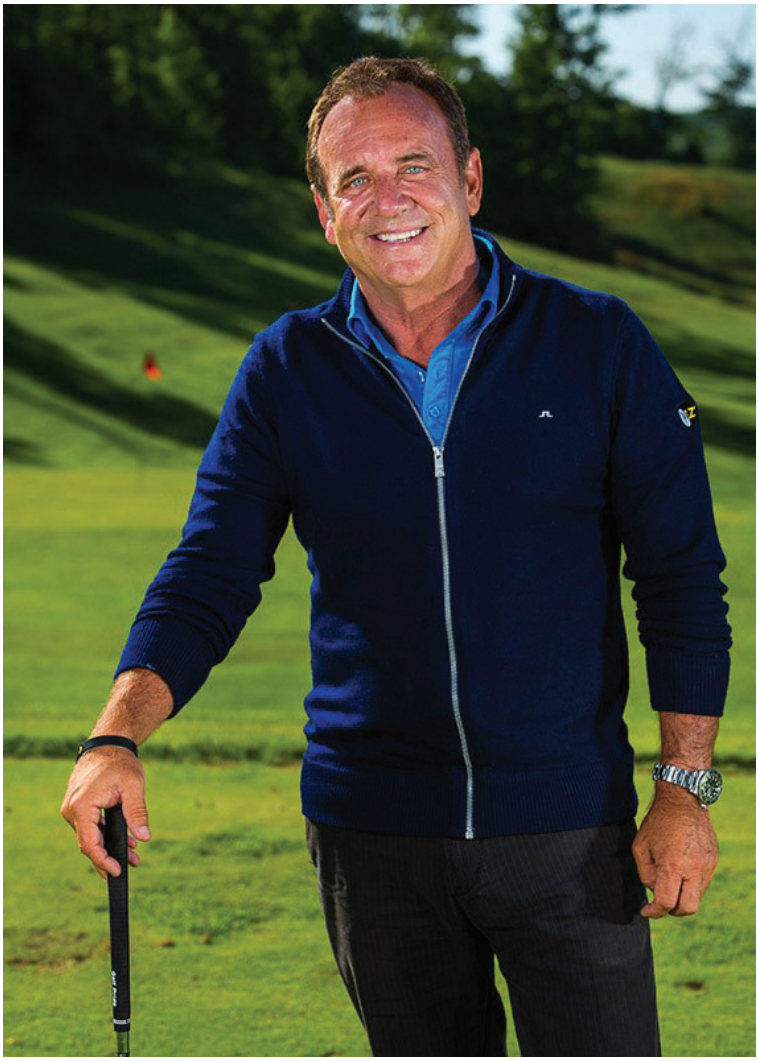


SPORTFIVE GOLF COURSE PLANNING & DESIGN
FIRM BACKGROUND

SportFive Golf Course Planning & Design is a golf course design firm responsible for many of the worlds most recognized golf course development projects. Our firm is dedicated to creative thinking and understanding all perspectives of every project. We plan and design large scale golf course projects on unique, special and beautiful landscapes, while not missing any small important detail.

The golf course design division is supported by SportFive, one of the worlds largest sports agencies representing professional athletes in Golf (PGA), Football (NFL), Baseball (MLB) and Tennis. In golf, the agency represents 42 active golfers on the PGA Tour. The resources of a large sports agency adds additional value to our clients and their golf course design projects.

SportFive Golf Course Planning & Design's approach to all golf course design and development projects is a partnership with the Client and a collaboration with the entire team. It is our belief that this partnership spirit leads to successful projects.



RICK SMITH

AWARD WINNING
GOLF COURSE ARCHITECT

WORLD RENOWN GOLF
INSTRUCTOR

INNOVATOR HELPING GROW
THE GAME OF GOLF

RICK SMITH GOLF COURSE DESIGN

RICK SMITH

AWARD WINNING
GOLF COURSE ARCHITECT

Rick Smith has won dozens of awards and accolades for his dedication and skill as a Golf Course Architect. Since 1990, Rick has designed many golf courses in the United States and around the world. Rick has a special ability to incorporate golf strategy and playability for all levels and abilities of players. Rick brings a unique and special ability to bring his golf strategy and artistic vision to each project.

Additionally, Rick is a Partner in the Phil Mickelson Design Group. Rick and Phil have collaborated on golf design work in the United States, China, Canada and are currently working on numerous other golf course designs.

Rick Smith leads a dedicated and experienced golf course design staff. The Rick Smith Golf Course Design team manages the day to day business, direct client contact and assists Rick Smith with all design development projects. The Rick Smith Design office and design staff is based in Scottsdale, Arizona.

RICK SMITH

WORLD RENOWN GOLF INSTRUCTOR

In addition to achieving great success as a Golf Course Architect, Rick Smith is regarded as a World Renown Golf Instructor. In 2009, Rick was ranked as the number two golf instructor in the world by PGA Tour players and since 2000, Rick has been consistently ranked as one of the top golf instructors in the world by Golf Digest Magazine.

Instructor for all levels from beginner to PGA Tour Players and golfs greatest champions, such as Jack Nicklaus, Phil Mickelson and Greg Norman.

Rick's knowledge of golf instruction and ability to connect with all golfers, provides a unique perspective and rare expertise in golf course design and golf practice facility design.

GOLF COURSE DESIGN

EXPERIENCE &
SELECTED PROJECTS

Rick Smith Golf Design
Arcadia Bluffs Golf Resort, *Arcadia Bluffs, Michigan*
Oakland University Sharf Course, *Oakland, Michigan*
St. James Golf Club, *Port St. Lucie, Florida*
Treetops Resort Signature and Tradition Course, *Gaylord, Michigan*
Threetops Par 3 Course, *Gaylord, Michigan*
Turning Stones Shenendoah Course, *Verona, New York*
Turning Stone Par 3 Course, *Verona, New York*
Wuskowhan Players Club, *Sheldon, Michigan*

Golf Design Projects with Phil Mickelson
Trump International Golf Club Bali, *Bali, Indonesia*
Mickelson National Golf Club, *Calgary, Canada*
Aqua Golf Club, *Kunming, China*
Mickelson Shanghai International Club, *Shanghai, China*

DOUGLAS FREDRIKSON ARCHITECTS

PROFILE

Douglas Fredrikson Architects, Inc. is an eight person firm located Phoenix, Arizona founded in 1996 that specializes in Golf Clubhouses, Community Centers, Environmental Design, Hospitality, and Custom Residential Design. Its Founder and President, Douglas W. Fredrikson, AIA has practiced architecture in Phoenix for 40 years.

Mr. Fredrikson attended Georgia Institute of Technology and Kansas State University for his undergraduate degree in Architecture and came to Phoenix to continue his education at ASU, in the Masters Program in Solar Architecture. After completing his internship at various firms in the Phoenix area, Mr. Fredrikson joined Cornoyer-Hedrick (1979-89) where he became a Principal and was lead Designer for several notable projects including: **The Buttes Resort**, Tempe, Az., **Troon Golf & Country Club**, Scottsdale, Az., **Stonecreek, The Golf Club**, **The Harrington Arthritis Research Center,** Phoenix, Az., and **Fairlane Plaza and Ritz-Carlton Hotel**, in Dearborn, Mi..

Departing Cornoyer-Hedrick, Mr. Fredrikson co-founded Davis Fredrikson Davis (1989-96) where he completed the design of several award winning projects that included: **Grayhawk Golf Club**, Scottsdale, Az., **La Quinta Private Club**, La Quinta, Ca., **Los Lagos Country Club**, Hermosillo, Mexico, **Sunridge Canyon Golf Club**, Fountain Hills, Az., **Coyote Lakes** and **Arizona Traditions**, Surprise, Az., **Phoenix Country Club**, Phoenix, Az., and **El Rojo Grande Ranch/ Offield Residence**, Sedona, Az.

Douglas Fredrikson Architects has completed: **Indian Wells Golf Resort, Indian Wells, Ca.. Whisper Rock Golf Club, The Cottages at Whisper Rock**, **Saguaro Ridge Custom Home, Desert Pavilion at Terravita**, **Mirabel Gatehouse, Troon Country Club, Foothills Animal Rescue/Brynne Smith Memorial Campus,** and **Grayhawk Golf Club, Isabella's, Mojo's and The Fairway House at Grayhawk** in Scottsdale, Az., **Desert Ridge Community Center, Aviano Community Center**, **Arizona Country Club**, **Moon Valley Country Club, Aguila Golf Club, Revive Spa/Fitness and Cabanas at JW Marriott Desert Ridge**, **Papago Golf Club and ASU Golf Team Practice Facility,** and **Dynamite Mountain Ranch** in Phoenix, Az., **WeKoPa Golf Club, Eagle Mountain**, and **Desert Canyon Golf Club** in Fountain Hills, Az., **The Ritz-Carlton Golf Club at Dove Mountain**, Tucson, Az., **Seven Canyons Golf Club**, **Enchantment Resort, Casitas and Meeting Facility**, Sedona Az., **Camelback Golf Club**, Paradise Valley, Az., **Copperwynd Club and Inn**, Fountain Hills, Az., **Conestoga Golf Club** and **Oasis Golf Club**, Mesquite, NV., **Southern Highlands Golf Club and Villas**, and **Liberty Center** in Las Vegas, NV., **Laughlin Ranch Golf Club**, Bullhead City, Az., **Hanyo Grill Sheraton Wildhorse Pass**, **Whirlwind Golf Club**, Chandler, Az., **Southern Dunes Golf Club**, Maricopa, Az., **The Retreat Golf Club**, Corona, Ca., **Cimarron Hills Golf Club**, Georgetown, Tx., **Greentree GC,** Victorville, Ca., **The Crossings Golf Club**, Carlsbad, Ca., **Escena Golf Club**, Palm Springs, Ca., **Riverside Country Club**, Provo, Utah, **Willow Creek Country Club**, Sandy, Utah, **Skyestone Community Center,** Broomfield, CO and **Dismal River Golf Club** in Mullen, Ne.

Mr. Fredrikson's efforts in architecture have been recognized by 50 awards in the profession and industry for design excellence and innovation. He is a frequent guest lecturer on Golf Clubhouse design and is a member of the USGA, National Golf Foundation, AGA, ULI, AIA and a NCARB Certificate holder registered in 19states. See the work at DFArchitects.com.

Currently the firm has in design or construction: **Arizona Biltmore Golf Club, Arizona Biltmore Hotel Spa,** Phoenix, Az., **Red Hawk Golf Club**, Los Cruces, NM, **Legends Club,** Nashville, Tn., **Windsong Farm,** Minneapolis, MN. **Ventanas De San Miguel,** San Miguel Allende, Mexico, **Trailhead Golf Club, Liberty Lake,** WA**.**, and **Grayhawk Lodge** in Scottsdale, AZ.

DOUGLAS W. FREDRIKSON, A.I.A/ NCARB

PROFILE

As President of ***Douglas Fredrikson Architects, Inc.***, Mr. Fredrikson is responsible for conceptualization, project design and team leadership for all of his firm's planning and architectural projects. In previous associations with other firms and in his private practice as a Senior Designer/Principal, he has had direct control of over 500 million dollars of design and construction. He has extensive golf clubhouse, commercial office, retail, custom residential, master planning and resort/hospitality experience. His design work has been recognized by over 40 awards from the industry and profession.

PROFESSIONAL EXPERIENCE

Douglas Fredrikson Architects, Inc., President, Phoenix, Arizona. 1996-
Davis Fredrikson Davis, Inc., Principal/Vice President, Phoenix, Arizona. 1991-1996
DeRevere Partnership, Principal/Senior Designer, Phoenix, Arizona. 1989-1991
Cornoyer Hedrick, Principal/Senior Designer, Phoenix, Arizona. 1979-1989
Schoneberger Associates, Project Architect/ Designer, Phoenix, Arizona. 1977-1979
Brock and Craig Associates, Designer/Job Captain, Mesa, Arizona. 1976-1977

EDUCATION

Arizona State University
Masters Program in Solar Architecture. 1977
Kansas State University
Bachelor of Architecture, Summa Cum Laude. 1974-1976
Georgia Institute of Technology
College of Architecture. 1970-1974

REGISTRATION

Arizona, Arkansas, California, Colorado, Georgia, Idaho, Indiana, Michigan, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, New York, Texas. Utah, NCARB # 37626

AFFILIATIONS

American Institute of Architects
National Golf Foundation
Desert Botanical Garden
Phoenix Art Museum
Arizona Golf Association

PROJECT EXPERIENCE

GOLF CLUBHOUSES

Grayhawk Golf Club, Scottsdale, Arizona
Whisper Rock Golf Club, Scottsdale, Arizona
Southern Highlands Golf Club, Las Vegas Nevada
Indian Wells Golf Resort, Indian Wells, California
Ritz-Carlton at Dove Mountain Golf Club, Marana, Arizona
Greentree Golf Club, Victorville, California
Citrus, La Quinta Resort, La Quinta, California
Stone Canyon Golf Club, Tucson, Arizona
WeKoPa Golf Club Fountain Hills, Arizona
The Retreat, Corona, California
Seven Canyons, Sedona, Arizona
Whirlwind Golf Club, Phoenix, AZ
Willow Creek Country Club, Sandy Utah
Emerald Lake Golf Club, Matthews, North Carolina
Promontory Club, Park City, Utah
WuYi, Macau, China
Nanlihu, Hainan China
Moon Valley Country Club, Phoenix, Arizona
Riverside Country Club, Provo, Utah
Migrino, Cabo San Lucas, Mexico
Ventanas, San Miguel, San Miguel, Mexico
Dismal River Club, Mullen, Nebraska
Cimarron Hills, Georgetown, Texas
Crane Creek, Boise, Idaho
Laughlin Ranch, Bullhead City, Arizona
Southern Dunes, Maricopa, Arizona
Escena, Palm Springs, California
Arizona CC, Phoenix, Arizona
SunRidge Canyon, Fountain Hills, Arizona
Camelback Golf Club, Scottsdale, Arizona
Tonto Verde Country Club, Rio Verde, Arizona
Phoenix Country Club, Phoenix, Arizona
Troon Golf and Country Club, Scottsdale, Arizona
Jackson Creek Golf Club, Castle Rock, Colorado
Vistoso Golf Club, Tucson, Arizona
Vistal Golf Club, Phoenix, Arizona
Eagle Mountain Golf Club, Fountain Hills, Arizona
The Crossings, Carlsbad, California
Los Lagos Country Club, Hermosillo, Sonora, Mexico
Coyote Lakes Golf Club, Surprise, Arizona
Oasis Golf Club, Mesquite, Nevada
Desert Canyon Golf Club, Fountain Hills, Arizona
Aquila Golf Course, Phoenix, Arizona
Arizona Traditions, Surprise, Arizona
Ventana Canyon Golf & Racquet Club, Tucson, Arizona
Stonecreek, The Golf Club, Paradise Valley, Arizona

HOSPITALITY/RESTAURANT

Enchantment Resort, Sedona, Arizona
The Buttes, Tempe, Arizona
Ritz-Carlton, Dearborn, Michigan
Camelback Inn Spa, Scottsdale, Arizona
Copperwynd and Inn, Fountain Hills, Arizona
The Villas at Southern Highlands, Las Vegas, Nevada
El Rojo Grande, Sedona, Arizona
La Posada Resort, Paradise Valley, Arizona
The Lodge/Spa at Grayhawk, Scottsdale, Arizona
Quill Creek Café, Scottsdale, Arizona
The Monterrey Hotel, Monterrey, Mexico
Fairway House at Grayhawk, Scottsdale, Arizona
The Campanile, Vail, Colorado
Kona Kai Resort, San Diego, California

COMMUNITY CENTERS

Aviano, Phoenix, Arizona
Fireside at Norterra, Phoenix, Arizona
Fireside at Desert Ridge, Phoenix, Arizona
Skyestone, Parker. Colorado
Windgate Ranch, Scottsdale, Arizona
Sun City Anthem, Henderson, Nevada
Reverence, Las Vegas, Nevada
Promontory, Park City, Utah.
Anthology, Parker, Colorado
Sandia, Coolidge, Arizona

Douglas Fredrikson
Architects

MUNICIPAL PROJECTS

Indian Wells Golf Resort
Indian Wells, California

type: Municipal Golf Facility
client: City of Indian Wells
size: 55,000 s.f.
cost: $30,000,000 (2008)
contract: G.M.P.
scope: Full Service
contact: Mayor Mary Roche
760.776.0222
marytroche@aol.com
awards: Golf Inc. Public Club House of the Year, 2008
Gold Nugget Best of the West Merit Award, 2008

Project Relevance
- Municipal Golf Clubhouse
- Indoor Practice Facility / Performance Center
- Meeting Rooms
- Locker Rooms
- Community Room
- Golf Cart Storage

Design Team
- ***Lead Designer / Principal***
  Douglas Fredrikson, A.I.A.
- ***Project Manager***
  Alexandra Lemos

The Crossings at Carlsbad
Carlsbad, California

type: Municipal Golf Facility
client: City of Carlsbad
size: 35,000 s.f.
cost: $22,000,000 (2008)
contract: G.M.P.
scope: Full Service
contact: Skip Hamman
760.602.2726
skip.hamman@carlsbad.ca.gov
awards: Golf Inc. Public Club House of the Year
Runner Up, 2008

Project Relevance
- Municipal Golf Clubhouse
- Practice Facility
- Meeting Rooms
- Locker Rooms
- Hitting Bays
- Community Room
- Class Rooms
- Golf Cart Storage

Design Team
- ***Lead Designer / Principal***
  Douglas W. Fredrikson, A.I.A.

Green Tree Golf Course
Victorville, California

type: Municipal Golf Facility
client: City of Victorville
size: 20,000 s.f.
cost: $8,000,000 (2008)
contract: G.M.P.
scope: Full Service
contact: Jon Gargan
760.245.2273
jgargan@ci.victorville.ca.us

Project Relevance
- Municipal Golf Clubhouse
- Locker Rooms
- Meeting Rooms
- Golf Cart Storage

Design Team
- ***Lead Designer / Principal***
  Douglas W. Fredrikson, A.I.A.

Services

Site Civil Services

- Conceptual Studies
- Grading Plans
- Erosion Control Plans
- Composite Utility Plans
- NPDES Compliance
- ADA Compliance
- Specifications
- Cost Estimates
- Retaining Wall Design

Public Works Infrastructure

- Roadway Design
- Storm Drain Design
- Drainage and Hydrology Studies
- Sewer and Water System Design
- Land Surveying
- Boundary and ALTA Surveys
- Topographic Surveys
- Tentative and Final Maps
- Construction Staking

Dry Utility Services

- Project Management and Scheduling
- Utility Systems Preliminary Design
- Documentation/Processing
- Preliminary Cost Estimation
- Utility Relocations and Conversions
- Technical Review
- Dry Utility Inspections

Project Management

- Project Coordination
- Consultant/Team Coordination
- Scheduling
- Cost Estimating

DRC Engineering, Inc.

DRC Engineering, Inc. (DRC) is a consulting engineering and land surveying firm that provides services to commercial, industrial, retail, and residential developers. We specialize in site civil design and subdivision engineering for projects that include large regional retail centers, business parks, industrial complexes, mixed use developments, residential infills and new subdivisions. DRC's role in these types of development projects commonly includes the preparation of necessary grading plans, plot plans, erosion control plans, street plans, hydrology studies, storm drain plans, sewer and water plans, traffic plans, and other civil-related elements.

DRC is based in Southern California.

Our Mission

DRC's mission is to be a valuable and dependable resource to our clients in the development community by providing planning, engineering and design, land surveying, project management, permit coordination, and other services. We are dedicated to our client's success and strive to distinguish DRC through our professionalism, commitment and integrity.

Clients

DRC's clients are:

Developers of :

- Retail and entertainment complexes
- Residential infill and new subdivisions
- Hotels
- Business parks
- Industrial parks

Private Institutions

Architects

Municipal Governments

The DRC Value Proposition

Service. Timeliness. Value. These are the hallmarks of DRC's work. Our principals and senior managers apply more than 200 years of collective experience in engineering, surveying and planning to achieve optimum and accurate designs that contribute to successful projects for our clients. On every project it is our objective to meet our client's needs and expectations through:

- **Superior Service** – DRC is known for commitment, responsiveness and dependable client support. Outstanding service and design are achieved through the efforts of our experienced project mangers and engineers, who take a direct, no-nonsense approach to successful project delivery and problem solving. Our ability to conceive and implement practical solutions is facilitated by our experience and knowledge of entitlement and permit processes.

- **On-time Delivery** – Time is money. The value of any service is diminished when schedules are missed. We assure the timely delivery of our work through the dedication of appropriate staff and our network of resources to fulfill project requirements. We incorporate the latest computer aided design and drafting technology to deliver completed plans in hard copy and electronic formats. Critical information is ready for use by other project participants and duplication of effort is minimized. The effective use of technology is a key element in delivering value to our clients.

- **Excellent Value** – An important part of our business is building alliances with small to mid-sized specialty firms that help us meet the specific requirements of our clients. This approach affords us several advantages. It allows us to offer a wider range of services, keep overhead costs low, and presents new opportunities for growth. The result is that we can offer our clients billing rates that are lower than those of most of our competitors.

CUMMINGS CURLEY AND ASSOCIATES INC
LANDSCAPE ARCHITECTS · LAND PLANNERS

Firm Profile

Having provided Landscape Architectural services since 1972 for a vast variety of projects for over 49 years and under the direction of Robert Curley for the past 34 years, Cummings Curley and Associates possesses the experience and expertise to create sustainable and maintainable landscape for any genre of projects. Cummings Curley and Associates, Inc. is a professional corporation providing professional services in landscape architecture and land planning. Our approach for all projects is essentially the same: involvement from basic project analysis, design concept and comprehensive preparation to observation of final construction. Principal involvement is key in the day-to-day progress of each project, particularly taking a definitive lead both in meetings with the client and CCA's office staff. Staff is directed to give the client their full attention and respond to any and all requests in a timely fashion. This method of design implementation and project management enables us to provide design services to a large spectrum of clients on a variety of unique and challenging assignments.

Cummings Curley and Associates' unique office structure allows for instant mobilization on projects rapidly and in an efficient manner. The Principal not only has extensive experience with staff management and delegation of projects and tasks but has current, operating knowledge of the latest CAD design software as do all other office staff. For a Principal to have the ability not only to open and review project documents in CAD to respond to client questions or comments, but to have the ability to design, engineer and edit CAD files has proven to be a very efficient and timely means for meeting our clients' needs, expectations and time requirements. Cummings Curley and Associates run a staff from three to eight depending on project needs.

Completed projects include those in the commercial, institutional, municipal, recreational, residential development, private residential, estate and ranch sectors of industry. Typical services include design, cost estimation and preparation of working drawings for all phases of landscape development including construction plans and details, grading and drainage, planting, irrigation, lighting, water conservation plans, and amenity specification. Some of these services have been enhanced by experience working with "public art" and by the principal's consultation by Rain Bird on the development of innovative irrigation products and materials in the interest of using water resources most efficiently.

Robert Curley, Principal Landscape Architect, is licensed in California, Arizona, Utah, Texas, Colorado and Nevada as well as Registered with CLARB.

1700 Pacific Coast Highway, Suite C, Seal Beach, California 90740
Tel. 562.424.8182 · Fax 562.424.8181 · www.cummingscurley.com

David L. Taylor, Owner, BTG Golf LLC

BTG Golf LLC is a Single Member LLC formed in the State of California.

949-631-8998 - Office
949-300-8064 - Mobile

dave.taylor@waterlinks.net

Background

Dave has been involved in golf course irrigation for more than 30 years. He worked for a wholesale distributor of irrigation materials specializing in golf course and other large landscape and turfgrass irrigation applications for several years in the '70's. In 1992 Dave and his partner Bob Bryant formed Bryant Golf Services, specializing in golf course irrigation design. The following year they acquired Gordons Irrigation Consulting and the company evolved into Bryant Taylor Gordon Golf. With the passing of both Roger and Bob, Dave has restructured the company to BTG Golf LLC to continue the legacy. Dave has been directly involved in over 475 golf projects.

Education

- University of California, Irvine; Bachelor of Science/Biological Sciences 1977
- University of California, Irvine; Master of Business Administration 1992

Licenses and Certifications: (Note: the performance if irrigation design work in the State of California does not require any licenses, credentials, or registrations.)

- The Irrigation Association
    - Certified Irrigation Designer – Golf Course Certification #017534
    - Certified Golf Irrigation Auditor (CGIA)

Professional Affiliations

- Golf Course Builders Association of America
- Golf Course Superintendents Association of Southern California
- Hi/Low Desert Golf Course Superintendents Association
- Hawaii Golf Course Superintendents Association
- Irrigation Association

EXHIBIT B

SCHEDULE OF COMPENSATION

FEE / COST PROPOSAL

Proposal for: Montebello Municipal Golf Course Renovation Project
RFP by: SportFive, Rick Smith Golf Design, Doug Fredrikson Architects, DRC Engineering, Cumming Curley & Assoc, BTG Irrigation Design, Qualite
November 3, 2021

Detailed Fee Estimate

Golf Clubhouse - Architecture

		Principal	Project Director	Project Architect	Senior PM	Job Captain	Interior Designer	Technical Staff	Admin	TOTAL	
Task	***Item***	$ 250	$ 200	$ 185	$ 165	$ 145	$ 145	$ 100	$ 75	Hours	Total $
1	Preliminary Design Services	16	10	10	16	16			10	78	$ 13,560
2	Schematic Design Services	30	20	20	40	40			20	170	$ 29,100
3	Design Development	80	140	140	160	100	60		40	720	$ 126,500
4	Constrcution Documents	90	160	200	300	200	100		60	1110	$ 189,000
5	Bidding and Negotiation Services	20	10	4	4	10	4			52	$ 10,430
6	Construction Contract Admin Services	40	40	60	20	40	80		30	310	$ 52,050
	Subtotal	**276**	**380**	**434**	**540**	**406**	**244**		**160**	**2440**	**$ 420,640**

Golf Course - Engineering Services

		Principal	Project Manager	Project Engineer	Design Engineer	CAD Operator	Engineer Aide	2-Man Survey	Admin	TOTAL	
Task	***Item***	$ 175	$ 165	$ 155	$ 145	$ 130	$ 110	$ 235	$ 75	Hours	Total $
1	Survey and Mapping	40	80	80	16	120		180	30	546	$ 95,070
2	Preliminary Design	80	40	40	80	80			10	330	$ 49,550
3	Construction Documents	160	160	160	200	200	50		20	950	$ 141,200
	Subtotal	**280**	**280**	**280**	**296**	**400**	**50**	**180**	**60**	**1826**	**$ 285,820**

Golf Course Design Services

		Principal "A"	Principal "B"	Design Associate	CAD Operator	Graphic Designer	Admin			TOTAL	
Task	***Item***	$ 500	$ 250	$ 150	$ 150	$ 150	$ 100			Hours	Total $
1	Preliminary Design Services	20	80	20	40	20	10			190	$ 43,000
2	Design Development	40	160	40	80	80	20			420	$ 92,000
3	Constrcution Documents	40	180	140	220	80	20			680	$ 133,000
4	Bidding and Negotiation Services	10	40	30						80	$ 19,500
5	Construction On-Site Review	160	120		20	20	20			340	$ 118,000
	Subtotal	**270**	**580**	**230**	**360**	**200**	**70**			**1710**	**$ 405,500**

Landscape Design Services

		Principal	Project LS Arch	CAD Operator	Clerical					TOTAL	
Task	***Item***	$ 165	$ 95	$ 70	$ 50					Hours	Total $
1	Site Data Collection		10	8						18	$ 1,510
2	Schematic Design	8	32	8	2					50	$ 5,020
3	Design Development	10	22	8	2					42	$ 4,400
4	Construction Documents	20	22	40	2					84	$ 8,290
5	Construction Administation	16	22							38	$ 4,730
	Subtotal	**54**	**108**	**64**	**6**					**232**	**$ 23,950**

Golf Course Irrigation Design Services

		Principal	Design Associate	CAD Operator	Admin					TOTAL	
Task	***Item***	$ 180	$ 120	$ 100	$ 75					Hours	Total $
1	Preliminry Design	20	10	10	2					42	$ 5,950
2	Design Development	20	10	10	2					42	$ 5,950
3	Construction Documents	20	10	40	2					72	$ 8,950
4	Staking and Construction Observation	60	60	20	2					142	$ 20,150
5	GPS Mapping	16	16	18	2					52	$ 6,750
6	Record Drawing	16	20	30	2					68	$ 8,430
7	Control System Programming	40	15	30	2					87	$ 12,150
	Subtotal	**192**	**141**	**158**	**14**					**463**	**$ 62,380**

Direct Costs

Reimbursable Expenses (Travel, Printing, Reproduction, Misc)	Estimated Project Total	**$ 40,000**

November 10, 2021

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
12121 Valley Boulevard, Ste 206
El Monte, CA 91732

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED PROJECT – PROGRAM MANAGEMENT SERVICES
AGREEMENT NO. 3919
TASK NO. 1

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage AIM Consulting Services (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. 3919) approved by the City Council on October 13, 2021 and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed three hundred eighty-two thousand seven hundred and twenty dollars ($382,720), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on October 13, 2021 and as stated in the fee schedule attached hereto as Exhibit B.

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

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

THE CITY OF MONTEBELLO

Recommended By:

_____
Rene Bobadilla, P.E.
City Manager

AIM Consulting Services

By: _____
Its: _____

Date: _____

Approved By:

_____

City Attorney

Date: _____

Exhibits:

A. Scope of Work/Services under Engagement Letter and Cost Breakdown
B. Master Agreement Fee Schedule

Exhibit A

Scope of Work and Cost Breakdown

October 26, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL PROGRAM/CONSTRUCTION MANAGEMENT SERVICES MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION AND RELATED PROJECTS

Dear Mr. Enriquez,

The City of Montebello is seeking qualified consultant teams to provide on-call Program/Construction Management services as a member of the city's project delivery team in support of the City's Top Golf Design-Build Project. AIM Consulting Services (AIMCS) has assembled an exceptionally qualified team for this contract to manage this and other site related projects in a professional, proficient, and legal manner.

The City of Montebello Needs a partner with:

1. Experience and understanding of the complexities inherent in managing various capital improvement projects and delivery methods, with deep local resources, and with both County and local agency/utility review and approval management experience.
2. Proven ability to manage and coordinate the planning, programming, design, and construction of projects no matter what the delivery model.
3. Program/Construction management expertise to coordinate and manage the execution of various construction types for its capital improvement program.

We formed our team to combine the proven Construction Management capabilities and depth of resources with extraordinary knowledge and value that will ensure the best possible outcome for the City of Montebello—Recognizing that the City desires a multidisciplinary Project/Construction Manager with the ability to mobilize quickly to manage the Topgolf design-build contract, we propose senior staff member Scott Burkett supported by Mike McAlpine to oversee and manage the City of Montebello Golf Course Renovation and related projects.

THE AIMCS PROJECT/CONSTRUCTION MANAGER

For this assignment, AIMCS proposes Scott Burkett supported by Mike McAlpine – Project Construction Manager III for a NTE of 2080 hours @ $184.00 hourly rate. Scott's duties include management and coordination of the Topgolf design-build team throughout the plan approval process and execution of the construction and close out of all projects assigned during the one-year duration. It is understood the assignment will be billed at an hourly basis and may include other related projects on the site.

In addition, AIMCS proposes Estimator III George Elkin for a total TBD @ $149.00 hourly rate. George's responsibility includes development of on call program estimates and cost estimates of design documents through to the completion of construction documents for construction contract award.

The total one-year proposed management services fee not including estimating services is $382,720.00.

Attached for your consideration, please find the proposed staff resumes including:

Scott Burkett
Mike McAlpine
George Elkin.

The AIMCS team is ready to start immediately, and we are committed to perform our services at the highest level of vision, integrity, innovation, and quality to meet and exceed your expectations. We will work diligently to meet project goals and call on our wide range of partnerships and relationships to address any project needs effectively and immediately.

We share the vision of serving our clients as the single point of contact to see a project through from beginning to end, and with AIMCS on your team, you can be certain our work will be conducted with sensitivity to our environment and to the finest professional standards. Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

SCOTT BURKETT, CCM

PROJECT / CONSTRUCTION MANAGER III

EDUCATION

BS, Business Administration
Minor Engineering/
Construction Management
California State Polytechnic
University, Pomona

Business Management
Coursework
Fullerton Community College

REGISTRATIONS

CCM #234617
OSHA 30 Hour Certificate
Primavera P-6 and CMS
Program Management
Professional
Program Management Institute
Member
CAPM
CMAA Member

SKILLS

Project Delivery Methods:
Low Bid
Design-Build
Job Order Contracting
Lease-Lease Back
CM at Risk

YEARS OF EXPERIENCE

35

Scott Burkett has over thirty-five years of experience in the construction industry and has worked on commercial building, residential and numerous education programs and projects. As a Senior Vice President, Mr. Burkett has effectively developed and implemented program management and project management systems (i.e., educational and public agency capital planning, design management, procurement administration, construction management, project controls, document control, estimating and mentoring programs) that have resulted in the successful completion of overall programs and individual projects. In his current planning role Mr. Burkett leads the CEQA process on all projects. This includes EIR/Min-Neg-Dec/CEQA Exemption on all projects. Also, all projects which include site land acquisition, especially those with required LAFCO boundary changes, are directly managed by him. All of these development and planning duties come under his charge, negotiation, and care. Furthermore Mr. Burkett works closely with program and project teams to ensure construction activities progress smoothly, effectively, ensuring on-time and on-schedule project deliveries. Mr. Burkett is well versed in multiple program and project administration and is personally experienced in the execution of projects utilizing various methods of delivery (i.e., Low Bid, Design-Build, Job Order Contracting, Lease-Lease Back, and CM at Risk). He is capable of managing and coordinating high numbers of multiple sites (up to 125+) and personnel (50+) in a public agency environment.

PROJECT EXPERIENCE

SENIOR VICE PRESIDENT
CFW – 2017 to Present
Multiple School Districts Statewide, California

Scott was assigned as a Senior Vice President of implementation operations overseeing Seven Staff in three offices statewide (Los Angeles-Emeryville-Sacramento) and the following multiple School Construction Bond Programs:

- Oxnard School District - $450 Million Program
- Calistoga Joint Union School District - $75 Million Program
- Weaver School District - $50 Million Program
- Ripon Unified School District - $35 Million Program
- Lindsay Unified School District - $40 Million Program
- La Habra School District - $45 Million Program
- Lucerne School District - $25 Million Program
- Pleasant Valley Unified School District - $125 Million Program
- Santa Maria Joint Union High School District - $225 Million Program
- San Mateo Community College District - $95 Million Program
- Selma Unified School District - $125 Million Program
- Southern Kern Unified School District - $75 Million Program
- Robla Unified School District - $85 Million Program

Along with Program Implementation duties Scott now serves as a corporate executive assisting in marketing, statewide operations development, full planning oversite, educational services implementation, and corporate capital execution.

PROGRAM MANAGER II
AIM Consulting Services – 2015-2016
Build LACCD, Los Angeles College

Scott was assigned as a Program Manager II for the Build LACCD School Construction Bond Program. Scott as a key project leader ensured that design management and construction management systems were effectively and successfully implemented for approximately $100 million ongoing school construction project to be accomplished using DB and DBB delivery methods with pre-qualified Contractors and Architects. Scott and his engineering team serving as a senior project manager of four major projects. The team provided support to Build LACCD's mission of building new and modernized school facilities to expand and improve instructional operations at Los Angeles City College. The project scope includes design management, bid functions and construction contract and field over-site administration. The projects include the New Student

SENIOR PROGRAM EXECUTIVE

CFW – 2012-2015

Multiple School Districts Statewide, California

Scott was assigned as a Senior Program Executive for the following multiple School Construction Bond Programs. Scott as a key program executive managed a staff of five (5) program directors, four (4) master planners, and four (4) administrators that implemented program level systems that are effectively and successfully steering each school construction program to accomplish educational as well as facility goals. The new construction projects are implemented using Lease-Lease Back delivery method with pre-qualified Contractors and Architects. Educational planning and implementation is converting traditional school programming into 21st Century core competency, strand focus and academies, and technology improved class rooms. The team provided support to the mission of building new school facilities to expand and improve instructional facilities at all District schools. The program scope includes site acquisition and CDE administration, educational vision and school district reconfiguration, design management, procurement and bid functions and construction contract management with field over-site administration to DSA close out.

SENIOR PROGRAM EXECUTIVE

2010-2012

San Bernardino Unified School District

Scott was assigned as a Senior Program Manager for the San Bernardino Unified School District School Construction Bond Program. Scott as a key program leader ensured that design management and construction management systems were effectively and successfully implemented for approximately $1.0 billion ongoing school construction program to be accomplished using Lease-Lease Back delivery method with pre-qualified Contractors and Architects. Scott was serving as an in-house consultant manager of a 30+ office and construction field staff team. The team provided support to SBUSD's mission of building new school facilities to expand and improve instructional facilities at all District schools. The project scope includes design management, bid functions and construction contract and field over-site administration. Three (3) New Schools LEED Silver

SENIOR PROJECT MANAGER

2008-2010

California Polytechnic University – Pomona

Scott was assigned as a Senior Project Manager for the Cal Poly Capital Construction Program. Scott was the leader of the team that ensured the delivery and construction management systems were effectively and successfully implemented for a $100 million student housing project. The new facility was accomplished using CM-at Risk delivery method with a pre-qualified Contractor and Architect. Scott was serving as an in-house consultant manager of the office and construction field staff team. The team provided support to Cal Poly's mission of building new student housing to allow first and second year students to live on campus. The project scope of these nine (9), three and four stories Type V buildings, 275,000 sf of structure on approximately 13 acres, included the final stages of design management, bid functions and construction contract and field over-site administration. The work was completed on a quick 12-month schedule and was within budget.

SENIOR PROJECT MANAGER

2002-2008

Los Angeles Unified School District

Scott was assigned as a Senior Project Manager for the Los Angeles Unified School District School Repair & Construction Bond Program – Project Management Region I, and the special Job Order Contracting program for K-12. Scott as a key team member ensured that design management and construction management programs are effectively and successfully implemented for approximately $1.5 billion school modernization programs to be accomplished during the period of July 2002 through June 2008. LAUSD contains nearly 900 schools spread out over an area of 708 square miles and has approximately 6,000 projects that need to be managed at one or more Local Districts. Scott was serving as an extension of LAUSD District I, B and Central Office staff and provides support to LAUSD's mission of building and modernizing facilities to maintain and improve instructional programs at all District schools. The project scope includes design management, pre-bid functions and construction contract administration.

MICHAEL MCALPINE, CCM

PROJECT / CONSTRUCTION MANAGER III

EDUCATION
Bachelor of Arts; California Polytechnic University, Pomona, School of Architecture (1987)

CERTIFICATIONS
Certified Construction Manager (CCM)
CMCI ID: 505,
Construction Management Association of America (CMAA) (2003)

MEMBERSHIPS
CMAA
APWA

INDUSTRY SERVICE
Currently Southern California Chapter Foundation President; CMAA

Currently Chairmen of the Advisory Board of the CSUN School of Construction Management

YEARS OF EXPERIENCE
30

Michael McAlpine is a seasoned, Project Executive with over 30 years winning and managing program and construction management projects. He represents project owners on capital construction projects in the Government, Transportation and Education Market Sectors. He is a successful seller/doer professional. While at STV Inc. for 11 years, in the first two years as Vice President Mr. McAlpine was charged with establishing a new Western United States territory for Program and Construction Management Services from the ground up. Some of the notable projects Mr. McAlpine has won while at STV Inc. are the Program and Construction Management services contract for the $187.8M Anaheim Regional Transportation Intermodal Center (ARTIC) project, the $170M Burbank-Glendale-Pasadena Airport Regional Intermodal Transportation Center (RITC) project, and the $164M Anaheim Convention Center Expansion Project – Betterment VII. In addition to winning new work Mr. McAlpine has successfully managed through pre-construction, procurement and construction phase of the ARTIC and Convention Center Expansion Program at the request of the City of Anaheim. While at AECOM for twelve years prior to working for STV Inc. Mr. McAlpine at his own initiative, beyond his daily Program Director duties, also pre-positioned, pursued, won and managed the Program and Construction services contract for the $152M Pasadena Convention Center Expansion Project, and the Project Management Services contract for the $32M seismic retrofit of the Los Angeles County Department of Public Works (DPW) Headquarters.

PROJECT EXPERIENCE

City of Anaheim Convention Center Expansion, Anaheim, CA
As the Project Executive for the $164 million expansion of the Anaheim Convention Center in Anaheim CA, which includes approximately 400,000 sf of space to be used for exhibit halls; ballrooms; flexible meeting space; office and meeting rooms; and an interior bridge/skyway, of which approximately 200,000 sf will be devoted to leasable, eliminate controlled, flexible multipurpose space. The project encompasses all necessary front-of-house, back-of-house, and circulation; outdoor areas to maximize special event activity and existing views; replacement of the existing parking inventory on the project site with 1,400 spaces; loading docks to accommodate needs of the new space; climate controlled connection to existing space; finish quality equal to, or above, that of most recently constructed existing space at the center; and sustainable building features intended to earn LEED® Silver certification. (1/2014 – 10/2019)

Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA
As the Project Executive for the $190 million design and construction of the multiple award-winning and LEED Platinum certified Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim, CA. Mr. McAlpine oversaw program management consultant services. The new 68,000-sf center functions as a regional intermodal gateway and mixed-use destination, offering convenient travel via train, car, intercity bus, taxi, and local transit to facilitate transportation throughout Orange County and the Southern California region. It also provides easy connections to the nearby Angel Stadium, Honda Center, and Disneyland, and space is reserved to accommodate the State's future high-speed rail service. Mr. McAlpine served as an extension of the City to manage the design and environmental compliance contracts, interagency coordination, budget and schedule, document control, property acquisition, contract administration, and agreements. He was also responsible for the bid process and the firm's construction management services, which posed challenges owing to the need to maintain current rail, station, and facilities operations in the dense urban area. (10/10 - 10/15)

PCOC Pasadena Convention Center Expansion, Pasadena, CA
As the Project and Construction Manager for a 192,457-sf, $145 million convention center expansion in Pasadena, CA, for the Pasadena Center Operating Company (PCOC). Mr. McAlpine managed all aspects of the project from program and budget development, design phase, and bid and award phase through construction. The project included 60,000 sf of new exhibit halls, flexible meeting rooms, a 25,000-sf ballroom, and administrative offices as well as the renovation of the existing 3,000-seat Pasadena Civic Auditorium, which was originally constructed in 1931. The state-of-the-art new facilities incorporated a number of green design elements, earning the center LEED Silver certification. The site includes automated building control systems; water conserving restrooms; an energy efficient central plant, and high efficiency lighting including LED technology. Mr. McAlpine developed goals to facilitate teamwork and problem solving to complete the project six weeks ahead of schedule and within the established budget. (4/2000-3/2009)

City of Los Angeles Convention LACOEX, Los Angeles, CA
Client: City of Los Angeles
As the Project Manager, supervised design review services for the City of Los Angeles Bureau of Engineering for the planned demolition of the Los Angeles Convention Center's West Hall and construction of the new 200,000-sf LACOEX hall, which would feature a multilevel glass atrium, a large interior multipurpose space, and meeting rooms. The scope of the estimated $315 million project also included the construction of a new free-standing ballroom building and the expansion of the plaza outside the Convention Center's main entrance. Acting as the city's representative, the firm's responsibilities included evaluating the adequacy of the designs, determining the construction sequence, and confirming that the construction documents met all requirements. (10/2012 - 7/2013) [not constructed]

DPW Headquarters Seismic Retrofit, Alhambra, CA
Client: County of Los Angeles
As the Project and Construction Manager, supervised the $31 million structural seismic retrofit of the 12-story Los Angeles County Department of Public Works (DPW) headquarters in Alhambra, CA, which houses 1,600 employees. The retrofit was a FEMA pilot project and case study for a national initiative to fund cost-effective seismic mitigation projects. The existing building structure, erected in 1971, employed a special moment resisting frame that lacked cross-bracing. Mr. McAlpine managed the abatement and retrofit of all 984 existing steel frame connections and column splices as well as the replacement of the exterior curtain wall glazing panels. The entire project took place while the building was occupied, allowing DPW initiatives to continue through construction, and be completed ahead of schedule. (4/2002 – 1/2007)

CSUN Oviatt Library Earthquake Restoration, Northridge, CA
Client: California State University, Northridge (CSUN)
As the Project and Construction Manager, managed the $24 million reconstruction of the Oviatt Library at CSUN following a 6.7 magnitude earthquake. The library's 5-story, 192,000-sf core building sustained considerable damage and the seismic joints connecting the east and west wings were compromised beyond repair. Mr. McAlpine oversaw reconstruction of the core building, which included improvements for Americans with Disabilities Act compliance, and supervised reconstruction of the west wing and upper three levels of the east wing without disrupting campus activities. As manager of the FEMA-funded project, he directed and developed the architectural and engineering budget including all fees, construction building costs, inspection costs, move-in costs, and planned check fees. Mr. McAlpine also developed the design schedule from schematic design through the final contract documentation and bidding phases, negotiated architectural and engineering fees, established general contract condition, reviewed and evaluated monthly schedules, and conducted weekly construction progress meetings. His efforts contributed to the efficient and incident-free completion of the project within FEMA's budgetary standards. (3/1997-4/2002)

CSUN Physical Education/Kinesiology Building Earthquake Restoration, Northridge, CA
Client: CSUN
As the Construction Manager, managed the seismic repair and facility upgrade of the Physical Education/Kinesiology Building at CSUN. The building houses the campus's main multipurpose gym, men's and women's locker and shower rooms, classrooms, and leisure studies offices. Mr. McAlpine supervised required abatement of environmental hazards and improvements to bring the building into compliance with the Americans with Disabilities Act. He was also responsible for a facility partnering session that outlined objectives and established communications protocols to support a team approach to the restoration. The resulting 105-day construction timetable enabled classroom instruction and sporting activities to proceed on schedule, and the $5.8 million project met FEMA budget requirements. (3/1997-4/2002)

CSUN Manzanita Hall, Northridge, CA
Client: CSUN
As the Project and Construction Manager, managed efforts for program development, design, and construction for a new $16.9 million, 98,000-sf arts, media, and communications building at CSUN. Mr. McAlpine managed the design and construction efforts to consolidate the departments of journalism, communication studies, and cinema and television in one building in order to facilitate inter-department exchange and enable efficient and flexible use of space while accommodating the unique aspects of each department. The new building includes two galleries, a 120-seat screening room, a 120-seat lecture hall, and state-of-the-art film studios. The building's design addresses the structural and technical demands of the earthquake-prone region. (3/1997-4/2002)

CSUN Art and Design Center Expansion, Northridge, CA
Client: CSUN
As the Project and Construction Manager, managed development of a program, from concept through commissioning, for a new $5.6 million, 32,000-sf expansion building at CSUN. The building, which houses the Art Department, includes offices, a gallery and art collection, studios, computer labs, classrooms, and support spaces. In addition to supervising business development, design, construction, and commissioning services, Mr. McAlpine was responsible for community relations and meeting with city stakeholders to verify that the design met all applicable requirements and standards. (3/1997-4/2002)

GEORGE I. ELKIN, CPE

ESTIMATOR III

EDUCATION
M.S. in Construction Management (Polytechnic University, Minsk, Belarus)

B.S. in Civil Engineering (Polytechnic University, Minsk, Belarus)

REGISTRATION
Certified Professional Estimator
General Building Contractor "B"

PROFESSIONAL MEMBERSHIP
President Of Los Angeles Chapter #1, 2004-2005
American Society of Professional Estimators

YEARS OF EXPERIENCE
43

Mr. Elkin has a substantial background in the building construction industries, providing meticulous construction estimating and cost control, scheduling, and negotiation of change orders for all 48 divisions of CSI format. Mr. Elkin's cost estimating expertise spans multiple industries, including transportation (airport, highway, light rail transit, bridge, etc.), industrial, healthcare, educational, governmental, commercial, and residential buildings. His computerized estimating and scheduling software expertise includes Excel, Timberline, CACES, Primavera, and Microsoft Office Project.

PROJECT EXPERIENCE

SMG, The Greek Theater, Los Angeles, CA.
Phase 1 Construction of Redwood Deck and Roosevelt Golf Course Franklin Café's, Two Restrooms, $3.5M Rebuild new redwood deck and stairs, aesthetic exterior replacement of trellis; office window systems, Build new bar & counters, with built-in refrigeration space in the existing storage area under the deck; compliant Access lift to 2nd level interior VIP space; new signs and exterior painting; ADA concrete access ramp from parking space to the redwood deck. New perimeter metal fence and painted wood. Franklin Café has a new trellis canopy above the redwood deck & patio; stair, ADA access ramp to Golf Building restrooms and Landscaping. Tenant Improvements within the existing café trailers consistent with the new restaurant and country store concept; with suspended ceiling, flooring, new cabinetry work; plumbing and HVAC updates, new panoramic sliding doors creating indoor-outdoor open space concept. Electrical (Power, Lighting, Wi-Fi, Fire Alarm, Speakers). Unique indoor and outdoor furnishings, fixtures, and equipment, kitchen equipment. Phase 2 Feasibility Study: Mercedes Deck, Fandango Deck, North/South Concession Stands, Entrance Chorus Room, Artist Vibe Room Area /Bathrooms & Showers, Gates & Security Enhancements, Bowl Seating Replacement $ 3.5M

LACC-Parking Structure, Athletic Field, M&O and Campus Security Facility, as well as infrastructure and surface parking ($40 Million, 525,434 sf.);

LAMC- PE Health &Fitness Center 94,070SF ($34M)

LASWC - Student Service, Parking Structure, Maintenance & Operation, Security & Stadium Track/Field Buildings (Design/Build, $63 Million, 285,000 sf.);

City of Los Angeles Bureau of Engineering, First and Broadway Civic Center Park (FAB Park). Provide the independent cost estimates from Schematic to Construction Document Phase. The project consists of a 13,036 SF three-story building that includes a café, beer garden, test kitchen, and amphitheater seating on the ground floor, in addition to indoor and outdoor dining on the first floor, restrooms, and support facilities. The proposed design is particularly unique for its iconic canopies, which are playfully distributed to provide shade, lighting, and a dynamic sense to the park by reflecting the ongoing activities on the ground. The Park also includes a pedestrian bridge, site improvements and utility infrastructure, landscaping and irrigation with low maintenance, as well as energy and water efficiency, by including features like solar collection and on-site stormwater filtration/infiltration. The Site area is approximately 78,931 SF. Los Angeles, CA ($30M)

Los Angeles Civic Center Grand Park –The park is a joint venture by the City of Los Angeles and the Los Angeles County Department of Public Works. Mr. Elkin provided a preliminary cost estimate based on scoping documents for this new park in downtown Los Angeles. Project elements include construction of new shade structures, walkway bridge, terraces, a children's play area, new utility infrastructure, and repair of the landscaping on this 12-acre site. Los Angeles, CA ($27.4M)

Los Angeles County Museum of the Arts
Evaluation of the overall condition of the campus and development of a probable cost for refurbishment or replacement of facilities. Los Angeles, CA ($503M)

Los Angeles Department of Recreation and Parks, Woodland Hills Community Center construction of new 15,751 SF recreational center that included a gymnasium, multipurpose rooms, office, kitchen, restrooms, and support facilities. Phase 2 included a new in-ground Olympic-size pool, a bathhouse, pool pump house, outdoor lighting, site utility, site improvements, seating, landscaping, and irrigation. The Center is located on a 19-acre site with construction sites of approximately 98,400 sf. Woodland Hills, CA ($13M)

Stanford Hotel Buena Park and 5-Story Parking Structure – preliminary estimate for building a 10-Story Hotel with 150 guestrooms, banquet, fitness, indoor swimming pool, restaurant, bars (119,088 sf), and 5-level Parking Structure with 204 stalls (77,522 sf). Site improvements include landscaping and hardscape, as well as utility infrastructure. Buena Park, CA (Hotel-$39M; Parking Structure-$5M)

Fairfield Inn & Suites Time Square Lobby Renovation Provided cost estimating services for this major renovation to the lobby of this hotel located in Times Square. New York, NY ($1.5M)

Island Outpost Resort, Park City, Utah $35 million Resort facilities consisting of the 44 units hotel over the subterranean garage, 48 cottages, 21 condos, 2 restaurant, conference hall, pro-shop store, tennis courts, lake, pool, and spa, spread through 9 acres site and developed on-site adjacent to the golf course

Pasadena City Hall Seismic Retrofit (a historical building built in 1927, with a total area of 138,000 SF), Pasadena, CA ($89 M). The restoration work are consisting of the installation of the base isolation system, replacing of all electrical and mechanical system; rehabilitation and preservation of the building exteriors, landscaping; historical restoration of selected areas, rehabilitation of interiors and installation of ADA improvements, and additional life safety systems

Anaheim Convention Center Expansion (ACCE), Anaheim, CA. $ 190M.
ECS provided cost estimating support during the Design-Build construction phase. This project encompasses 830,000 square-feet and includes two 100,000-square-foot exhibit halls and a 1,350-stall parking structure. The innovative design solution provides two levels of highly flexible multipurpose space that separated by two levels of interstitial parking that capitalize on the required long-span structural solution. The architectural expression of the expansion extends the curvilinear glass facade north to Katella Avenue and an expanded event plaza. The north elevation provides an elevated balcony for outdoor events.

Pasadena Conference Center (expansion of existing 2 stories below-grade parking structure of 204,645 square feet, and new 3 story 114,530 SF Exhibition Hall, a new 3 story Ballroom with kitchen at lower garage level, totaling 69,900 SF and seismically reinforcing existing parking structure under the Ballroom of 106,450 SF), Pasadena, CA ($130 Million).: He prepared all levels of design estimates, bid document estimates and provided estimating support during construction.

LA Metro Airport Metro Connector (AMC) Project, Los Angeles, CA ($400M) – Lead Estimator for the planning of this transit station connecting the Los Angeles International Airport (LAX) to Los Angeles's Metro regional rail system. The superstation will provide a connection to the future Automated People Mover (APM) at the airport as well as being a connector station for the Metro Green Line and Metro's Crenshaw/LAX line. The Metro/LAX AMC station project will also consist of a bus plaza, a passenger pickup and drop-off area, and pedestrian and bicycle amenities.

LAWA Automated People Mover, Preliminary engineering estimate, including various project option alternative studies for this elevated guideway automated train providing passenger, employee, and visitor transportation around the airport, with planned stops at multiple terminals, the Rent-a-Car station, and a planned station on Metro's Crenshaw Light Rail Line. Los Angeles, CA ($5.5B)

Anaheim Regional Transportation Intermodal Center (ARTIC), Anaheim, CA. $ 131M.
ECS provided cost estimating support during the bid phase and change order support at the construction phase. This is iconic structure will be built with a translucent membrane that will emanate the light from inside and consist of Main Terminal building for ticketing and waiting, 66,257 GSF, a three (3) story facility; Main concourse bridge structure connecting to Metrolink/Amtrak platforms; Bus Terminal facility (13 bus bay) on grade (138,000 GSF); Plaza area & Taxi/Drop-off areas; parking (670 parking stalls); Off-site work, Utilities, Traffic, Stadium Pavilion parking

Exhibit B

Master Agreement Fee Schedule

Exhibit B

AIM Consulting Services

June 17, 2021

Mr. James Enriquez, P.E.
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 - 3932

RE: CITY OF MONTEBELLO ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
RFP NO. 21-32 – SCHEDULE OF BILLING RATES

POSITION CLASSIFICATION	RATE
Project / Construction Manager -I	$ 145.00
Project / Construction Manager -II	$ 163.00
Project / Construction Manager - III	$ 184.00
Inspection MEP/Civil - I	$ 108.00
Inspection MEP/Civil - II	$ 125.00
Inspection MEP/Civil - III	$ 138.00
Scheduler / Project Controls - I	$ 112.00
Scheduler / Project Controls - II	$ 133.00
Scheduler / Project Controls - III	$ 143.00
Estimator - I	$ 107.00
Estimator - II	$ 128.00
Estimator - III	$ 149.00
Office Engineer - Doc Control -I	$ 66.00
Office Engineer - Doc Control - II	$ 77.00
Office Engineer - Doc Control - III	$ 89.00
Engineer MEP/Civil/Controls - I	$ 112.00
Engineer MEP/Civil/Controls - II	$ 133.00
Engineer MEP/Civil/Controls - III	$ 143.00
Asset/Move Coordinator - I	$ 112.00
Asset/Move Coordinator - II	$ 122.00
Asset/Move Coordinator - III	$ 138.00

Should you have any questions, please feel free to contact me at (323) 271-4602. Thank you for your consideration.

Sincerely,

Gabriel Perez
Principal-in-Charge
AIM Consulting Services
gperez@aimcsworld.com

ITEM # 31

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Amendment No. 1 to Professional Services Agreement No. 2202 with MCA Consultants for the Solid Waste Program Management Services**

DATE: November 10, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve Amendment No. 1 to Professional Services Agreement No. 2202 with MCA Consultants for solid waste program management services in the annual amount not-to-exceed $75,000 for a term expiring on June 30, 2024; and

2) Authorize the City Manager to execute the Amendment on behalf of the City; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $15,000 in Account No. 265-3000-2019-023-6040.10 (Grants, Used Oil Payment Program, FY 2019-20), OPP, Other Contract Services; and $15,000 in Account No. 265-3010-2018-065-6040.10 (Grants, CA Beverage Container Recycling, FY 2018-19), Recycling Program, Other Contract Services; and,

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

FISCAL IMPACT

The annual cost of these services is split between three different accounts: 100-30-730-6040.95 (General Fund, Public Works, AB 939); 265-3000-2019-023 (Grants, Used Oil Payment Program, FY 2019-20); and 265-3010-2018-065 (Grants, CA Beverage Container Recycling, FY 2018-19). The General Fund adopted budget contains sufficient appropriations. The two Grant accounts (Used Oil Payment Program, 265-3000-2019-

023 and CA Beverage Container Recycling, 265-3010-2018-065) will require budget amendments, increasing the budget by $15,000 in each account.

The City receives revenue from both the Used Oil Payment Program and the CA Beverage Container Recycling from the State of California. This revenue can be utilized for services related to ensuring the proper recycling of used oil as well as promoting general recycling in the community. MCA Consultants provides guidance in these areas and ensure the City is meeting the various State requirements when complying with solid waste diversion (AB 939), used oil recycling and general recycling.

The City originally selected MCA Consultants through a competitive bidding process. The services provided by MCA Consultants are professional in nature as defined in Montebello Municipal Code Chapter 3.21 – Contracts for Professional and Special Services. The cost of services was not the sole factor in determining the award decision.

Since completing the selection process, the City has consistently received a satisfactory level of service and support. Staff is confident that continuing to use MCA Consultants is in the City's best interest to ensure the continuity of services and to maintain consistency in business operations. For this reason, staff recommends amending the current agreement to extend the term until June 30, 2024.

BACKGROUND

On January 26, 2005, the City Council entered into an agreement with MCA Consultants for solid waste and recycling services. The agreement was for a period of three years and could be renewed thereafter provided that the terms and conditions remained the same or as mutually agreed upon by the parties. MCA Consultants continues to provide services under this agreement and has provided excellent technical consultation as well as critical continuity during periods of staff turnover. MCA Consultants also has a wealth of institutional knowledge of the City's solid waste programs and service providers, including their historical performance.

The recommended Amendment No. 1 will extend MCA's agreement until June 30, 2024 at the current annual fee of $75,000. MCA's technical expertise will be critical during the implementation of SB 1383 requiring the diversion of organic waste from landfill disposal.

SUMMARY

Upon the approval of the City Council of the recommended actions, staff will coordinate the execution of Amendment No. 1 to Agreement No. 2202 and ensure the city continues to receive uninterrupted solid waste program management services. Staff is requesting City Council approval of a budget amendment, increasing appropriations by $15,000 in each of these Grant Account Nos: Used Oil Payment Program, 265-3000-2019-023-6040.10 and CA Beverage Container Recycling, 265-3010-2018-065-6040.10.

ATTACHMENT (S):

A. Attachment A – Amendment No. 1 to Agreement No. 2202
B. Attachment B – Agreement No. 2202

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 2202
WITH MCA CONSULTANTS

This Amendment No. 1 to the Professional Services Agreement No. 2202 ("Amendment No. 1), is made and entered into this 10th day of November 2021, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and MCA CONSULTANTS (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement No. 2202 for the preparation for solid waste management services ("Agreement"); and

WHEREAS, the Parties being mutually satisfied with each other's performance, wish to amend the Agreement for purposes of extending the Agreement and further clarifying certain terms and conditions therein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Term. The term of the Agreement shall read as follows (in **Bold**):

1. "Commencement Date": November 10, 2021

2. "Expiration Date": June 30, 2024

The term of the Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by a subsequent written amendment between the Parties, or sooner terminated in accordance with Section 2 of this Amendment No. 1 below.

SECTION 2. Termination. Section 21 ("Termination of Agreement") of the Agreement shall be stricken in its entirety and replaced with the following language (in **Bold**):

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 3. Revised Scope of Work. Attachment "A" in the Agreement is hereby revoked in its entirety. Any and all references to Attachment "A" or the "Scope of Work" throughout the Agreement shall no longer have any binding effect. Rather, any reference to the Scope of Work hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Revised Scope of Work**"), attached hereto as **Exhibit "A**" and incorporated herein by this reference.

SECTION 4. Compensation; and Payment. Attachment "B" of the Agreement is hereby revoked in its entirety. Any and all reference to Attachment "B," the "Cost Proposal" or "Compensation" throughout the Agreement shall no longer have any binding effect. Rather, any reference to the Cost Proposal or Compensation hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Budget/Cost for Services"**) in **Exhibit A**. In addition, the following amendments shall apply to Section 5 ("Limitations") of the Agreement and shall read as follows (deletions shown in ~~Strikethrough~~ and additions in **Bold**):

(5) LIMITATIONS.

City recognizes that Consultant's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the City. It also assumes that City's policies, goals, objectives, actions, or alternatives do not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the City.

~~Should the Scope of Work defined by the Agreement be expanded or contracted or the schedule be changed, Consultant's compensation accordance with the Cost Proposal (Attachment "B"). Total compensation to Consultant shall not exceed $69,650 without the City's authorization.~~ **CITY agrees to compensate CONSULTANT for the services provided under the Agreement, and CONSULTANT agrees to accept in full satisfaction for such services an annual amount not-to-exceed the sum of Seventy-Five Thousand Dollars and 00/100 Cents ($75,000); unless specifically approved in advance and in writing by CITY.**

SECTION 5. Revised Schedule. Attachment "C" of the Agreement is hereby revoked in its entirety. Any and all references to "Attachment C" or the "Schedule" throughout the Agreement shall no longer have any binding effect. Rather, any refence to the Schedule hereinafter shall refer to the Consultant's Solid Waste Services Proposal dated July 2021 ("**Revised Schedule**") in **Exhibit "A**".

SECTION 6. Insurance. The following amendments shall apply to Section 10 ("Insurance") of the Agreement and shall read as follows (additions in **Bold**):

c. 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.

e. Evidence of Insurance. CONSULTANT shall provide to 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

f. 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 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.

SECTION 7. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**MCA CONSULTANTS**
_____	_____
René Bobadilla, City Manager	Jeffrey A. Camera, President
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

EXHIBIT:

- Exhibit A – Montebello Solid Waste Proposal

EXHIBIT A

CITY OF MONTEBELLO

SOLID WASTE SERVICES PROPOSAL

Prepared For

James Enriquez – Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640-3932

Submitted By

Jeffrey A. Camera - President
MCA Consultants

July 2021

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INTRODUCTION

The information presented within the context of this letter proposal and presented in the following pages represents a truly cost-effective approach to the implementation of solid waste and recycling assistance services and has been developed to correspond with the desires and wishes of the City of Montebello's Public Works Department. Upon reading the information contained herein, you will notice that the successful implementation of the previous years' programs has resulted in the proven general programmatic areas remaining consistent. Although it should be noted that unlike previous years, this proposal encompassed all existing services provided by MCA Consultants rather than simply the solid waste and recycling services segregated out previously. Essentially, while the services we provide have remained consistent with previous years, the budgetary parameters have been encapsulated within a single proposal and are based on awarded funding allocation as in previous years. While the implementation of tasks listed below represent the proposed services offered by MCA Consultants, the level at which the specific tasks are implemented will be based on the needs and desire of the City.

BACKGROUND

At MCA Consultants we believe that the cornerstone to lasting relationships is being fair and equitable in our business endeavors. Our staff of professional consultants has the knowledge and expertise to make certain that all of your programs meet and/or exceed all federal, state, and local jurisdictional requirements. MCA will make certain that all of the City's solid waste and recycling programs are designed to continually encompass the most stringent requirements necessary to meet the long-term obligations of the City of Montebello.

Our services include not only the total comprehensive design of utility-based programs, but also the ability to provide you with the long-term management and monitoring specifically designed to achieve total compliance year after year. As with all of our programs, MCA works directly with your professional staff and managers as well as outside architects, engineers, developers, the community, and others to guarantee the complete satisfaction of your jurisdiction.

As a result of the time-saving measures implemented during previous years of program implementation, we are able to demonstrate our commitment once again to the City of Montebello, and to the quality of the relationship and services that we provide. As such, we are committed to assisting the City now and in the future, meeting whatever challenges they are faced with.

SOLID WASTE SERVICES AND IMPLEMENTATION

CalRecycle Electronic Annual Report (EAR)

The development and submission of the City's Electronic Annual Report (EAR) is a task that requires the utmost understanding of the City's history, programs, and the services offered by the City's solid waste haulers and partners. Understanding the intricate workings of the Department of Resources Recycling and Recovery — CalRecycle, and the EAR reporting requirement is essential to maximizing the diversion rate for the City and ensuring compliance with the ever-changing reporting requirements. Since the State's annual reports are reflective of past year's implemented programs, MCA seeks to increase the level of diversion in reports by

seeking out previously unidentified diversion and recycling programs. As a continued part of our annual reporting program, all aspects of Montebello's solid waste stream are carefully considered, and our programs identified throughout this proposal will serve as key aspects of your compliance with all components of the governing legislation. All facets of the reporting system are well known and understood by our staff of professional consultants.

Each report developed by our staff is presented to you complete with all necessary backup documentation and necessary calculations to fully understand the report findings. Presented to you in both detail and summation forms, our reports will not only meet but exceed the requirements set forth by CalRecycle. Once completed and presented to you in draft form, MCA Consultants will provide you with a clear understanding of the information contained in the annual report. This is essential to ensure that City staff has the knowledge and complete programmatic understanding required to answer any question that may be posed.

As we have in previous years, we will serve as an extension of your staff, providing you with any technical expertise necessary. All of our reports are presented to the City in advance of the actual submission date to permit staff review and allow for necessary changes, if required. We will stand with you during every venture and provide the City with staff-supportive services that are unmatched.

CalRecycle Compliance

Maintaining compliance with the legislative and reporting provisions established by the State Legislature and CalRecycle is an important component of the City's compliance with the State mandated programs. To this end, as in previous years, each of the referenced programs will be implemented in accordance with program parameters, requirements, and funding allocations afforded to each program.

Mandatory Commercial Recycling (MCR)

According to the State of California, "*the commercial sector generates nearly three fourths of the solid waste in California. Furthermore, much of the commercial sector waste disposed in landfills is readily recyclable. Increasing the recovery of recyclable materials will directly reduce greenhouse gas emissions (GHG)*." Assembly Bill 32, the Mandatory Commercial Recycling (MCR) measure, was enacted to focus on the diversion of commercial waste as a method to reduce Green House Gas (GHG). Modified, supplemented, and expanded over the years the requirements of the MCR can be ascertained in legislation such as Assembly Bill 341, Assembly Bill 827, Senate Bill 1018, and others.

As part of ensuring compliance with the various enacted provisions, MCA will develop and implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses that is designed to divert commercial solid waste from businesses, as well as continue to develop and implement programs that address self-haul, mixed-waste processing, source separated recycling, and other programs identified within the various legislative enactments.

Additionally, we will continue to develop and implement programs that ensure that businesses provide visible, easily accessible, and clearly marked organics and recycling containers in front-of-house locations to collect waste generated from products purchased and consumed on the premises (AB 827, McCarty).

As part of the compliance aspect of this program, MCA will work with City staff and the Office of the City Attorney to develop resolutions and ordinances to address the mandatory Commercial Recycling Provisions established by law. This aspect of the program will encompass, but not limited to, all aspects of commercial recycling and work with the City and the business community to support such programs required for programmatic compliance.

Mandatory Organics Recycling (MORe)

AB 1826 was signed into law by Governor Brown in October of 2014. Specifically, SB 1383 required CalRecycle, in consultation with the California Air Resources Board (ARB), to adopt regulations designed to reduce statewide landfill disposal of organic waste. SB 1383 established two organic waste disposal reduction targets. These targets are tied to the 2014 baseline of 23 million tons of organic waste disposal and must be achieved by 2020 and 2025.

Among the provisions created was that all businesses are required to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that local jurisdictions must implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units. The City's compliance began with the approval of a temporary use permit to Heart of Compassion for the implementation of a pilot food waste composting program designed to divert the spoiled vegetative material that results from their operations. The program has been a tremendous success and has evolved into a regular part of their daily operations.

Under the legislative confines of AB 1826, organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Current City programs are verifying that every business in the City meets the requirements of this legislation.

Currently, the City has implemented a pilot program that has proven beneficial and is in the process of revising the organic waste collection and processing program to be implemented City-wide. To this end, MCA will continue to work with City staff and the City Attorney's office to finalize the documents necessary for the City's roll-out of the organics collection program and the accompanying solicitation. Under this program, every business in the City will have organics collection provided to them by one or more haulers who will also be responsible for reporting information necessary for compliance with the legislation. This program includes supplying collection containers and bins to the businesses, providing collection services, and developing processing programs that ensures the organic material is processed in a method to meet the legislative confines set forth by the State.

According to CalRecycle, organics like food scraps, yard trimmings, paper, and cardboard make up half of what Californian's dump in landfills. It is also the view of CalRecycle that Reducing Short-Lived Climate Super Pollutants like organic waste will have the fastest impact on the climate crisis.

Legislative Compliance

Legislative enactments are an important aspect of the compliance mandated implementation by the State. To ensure compliance with this legislation, MCA will develop and present to the City programs that will reduce organic waste disposal by 75 percent (75%) by 2025 and develop programs that will rescue at least 20 percent of the eatable food surplus currently disposed into landfills by 2025. Under this program we will not only develop

programs for compliance, but work with the City's haulers, businesses, restaurants, nonprofits, and other service providers to connect viable entities together so the collective we can achieve the 20 percent (20%) eatable food waste goals by 2025. To make certain that the City is taking steps to achieve compliance with the legislation, the following activities and others will be targeted for continued development and implementation:

- Conduct a local waste characterization study to ascertain capacity, availability, and needs.
- Provide residential and commercial organic waste collection services.
- Conduct minimum levels of education, outreach, and contamination monitoring for their collection services.
- Develop programs that require residents and businesses to subscribe to collection services for organic waste that is not source-reduced, managed on-site, or self-hauled.
- Develop and implement and oversee edible food recovery programs.
- Work with commercial edible food generators to establish documented arrangements with food recovery services or organizations.
- Work with the City to develop procurement policies that set minimum levels of recovered organic waste products including of compost, mulch, or renewable natural gas and electricity, and include provisions to meet minimum recycled content and recyclability standards for paper products.
- Develop record keeping program to document City compliance and require haulers and facilities to provide compliance records regarding compliance.
- Identify and/or develop program to reduce the level of incompatible materials.

Waste Reduction And Recycling Program Implementation

MCA Consultants has worked with the City of Montebello for many years on the development and implementation of cost-effective solid waste and recycling programs. This year will be no different as it continues to be our belief that direct City involvement, and a clear understanding of the City's needs are essential to the long-term success of any program to be implemented. It is for this reason that we have once again developed this year's programs to provide the most cost-effective programs with the likelihood of long-term success and implementation by City staff, if so desired.

As the City emerges from the COVID-19 restrictions, and with the reduction in staff resources within the City, ensuring that your staff has a clear understanding of the programs being developed and implemented is essential as they provide the first level of awareness with residents within the community. Staff's understanding of program parameters allows residents to contact the City and receive the answers they are looking for. As we have for many years, MCA Consultants will provide the City of Montebello and your residents with the highest level of customer service available. Our toll-free phone number is staffed from 5:00 a.m. to 7:00 p.m. PST. Our afterhours hotline is available to the City and its resident's 24-hours per day 7-days per week, including holidays.

In previous years we proposed to implement a Local Business Awards program that would not only provide the City's businesses with a sense of accomplishment but would have a dramatic impact on the public if implemented correctly. As we have again identified several Montebello businesses that are worthy of this award, this year we plan to continue this program with increased program-based results and awareness. During the implementation of this program, we will continue to conduct detailed evaluations and analysis of businesses and compare them against the baseline established for which all programs are evaluated. MCA Consultants will continue to conduct business compliance evaluations of each business within the City of Montebello.

Recommendations for various business sectors will also continue to be an effective part of the program implementation.

Local businesses will be provided awards in various categories based on their participation in recycling activities, amount of waste diverted or recycled, and the creation and/or participation in innovative programs that increase efficiency and promote the City's Go Green concept. Working in coordination with the City and the Montebello Chamber of Commerce, all businesses will be able to compete equally regardless of their current recycling activities. Categorical references will be developed to determine the level of recycling within the City. Collectively, working together with the City, your franchised haulers, and local businesses, we will be able to provide annual updates to the programs and provide an illustrated model of the increase in recycling percentages and participation levels.

As part of our educational efforts to reach out to the children of your community, MCA Consultants employs personnel that are instrumental in the development of cutting-edge solid waste and recycling programs, grant administration and management, and school education programs. Key staff participants will work with your staff on the development of educational programs designed in conjunction with the City and the Montebello Unified School District. Our personnel's experience in this area is unmatched with one of our key persons having developed, created, and implemented the largest school education program in Los Angeles County. Working in association with the LA Unified School District, a member of our staff has been responsible for implementing diversion programs in more than 100 schools in Los Angeles and has designed and implemented programs that educate students on the environment, solid waste and recycling, and has prepared presentations to the California Integrated Waste Management Board. The resulting programs have yielded a dramatic increase in the diversion percentages in schools and their surrounding areas.

Commercial Hauler Technical Assistance

Many of the haulers are currently operating within the system and meeting the provisions of the Montebello Municipal Code, although since COVID-19 many of them have faltered to meet the minimum standards set forth within Resolutions 17-62 and 20-97. As part of our service, MCA will continue to provide you and your haulers with technical assistance in a format that includes, but is not limited to, guidance with recycling program implementation; assistance with quarterly reports and renewal forms; review, approval, and processing of annual hauler applications; customer recycling programs; legislative interpretation; compliance with City requirements; and other regulatory compliance issues approved by the City.

We will once again guarantee that all inquiries will be addressed, and the inquiring party contacted in a manner that is acceptable to the City and the inquiring party. At no time will any inquiry response exceed 8 hours unless the inquiry occurs on a weekend or generally recognized holiday. In such an event, the inquiring party will be provided with an alternate number to call in case of emergencies. We do this as part of our service as we believe that the more technical information or assistance a solid waste provider is able to access, the more competent their reporting and services are within the City.

An important aspect of any reporting system is the submission and review of quarterly and annual renewal forms. As such, MCA Consultants will provide a 24-hour turnaround preliminary analysis on all forms submitted by a solid waste hauler within the City. To further assist your non-exclusive franchised haulers in the compliance aspect of your programs, we will offer assistance and preliminary review of their forms. Under this program, haulers will be permitted to submit electronic forms via City approved electronic forms developed by MCA

Consultants. The purpose of this preliminary electronic review is to permit the hauler to understand their deficiencies in their reporting systems and forms and provide them with viable feedback to increase the accuracy of their required reporting forms.

As we have illustrated in the context of this proposal, we committed to continue serving as an extension of your staff, providing seamless services to your solid waste and recycling providers. To enhance the services already provided by your staff, our hauler monitoring programs are designed to work with the haulers in a positive manner and educate them into compliance rather than provide a show of force that creates animosity among the parties. Our hauler monitoring program takes shape in many forms. From simple technical assistance provided in other areas of this proposal, to quarterly and annual report review and education, our program provides a systematic process of compliance through guidance and education. Our unique approach has a proven success rate by ensuring compliance through both active and passive program implementation.

As previously mentioned, our passive programs are designed to educate and enlist compliance within the programmatic aspects of our services, and yet when combined with our active programs of compliance evaluations and in-person site visits, we are able to gain an additional level of compliance that was once thought of as nonexistent.

MCA will also continue to provide Montebello Haulers with our "hotline" assistance service that we have expanded during the previous year's contract ensuring total satisfaction. To this end we will have our hotline and technical assistance lines staffed and available from 5:00 a.m. to 7:00 p.m. PST. When combined with our after-hour paging system and technical assistance programs, we are able to continue providing you, your haulers, businesses, and residents more staffed hours per day than any other firm and provide around-the-clock support for you and your solid waste providers.

As part of your extended staff, we will prepare and manage all solid waste correspondence either received from or sent to your solid waste providers. This service is provided to you in the form of completed letters, forms, and other documents presented to you in a format approved by the City to ensure minimum impact on City staff. Each document developed by MCA Consultants is presented to you in both electronic and hardcopy form for review and approval. This system permits us to provide you with the enhanced turnkey programs while allowing the flexibility of in-house implementation and distribution of the documents.

At the City's request and direction, MCA will handle and process all inquiries relating to your solid waste and recycling program and provide inquiring parties with multiple avenues to transmit and respond to inquiries. In every case, MCA principals will continue direct oversight of the entire program and make certain that all correspondence are sent, processed, received, and addressed within a timely manner in a method that is acceptable to the City.

MCA Consultants will conduct annual commercial hauler assistance workshop meetings designed to further educate and bring haulers into continual compliance. The annual workshops will encompass aspects of the preceding year's compliance, and an overall evaluation of hauler performance and compliance, as well any changes in requirements, reporting, programs, or legislation that may occur in the upcoming year. Each hauler will be provided with a list of common questions and errors made during the preceding year and solutions to the more common errors and compliance issues that occurred. Furthermore, each solid waste provider in attendance will receive an updated non-exclusive hauler compliance package that has all necessary reporting forms for the upcoming year.

Among the items contained within each package will be electronic (as well as hardcopy forms necessary if requested) for compliance with City regulations and ordinances, updated contact information and outreach materials to be distributed, and current City disposal, diversion, and recycling reports, among other information. Collectively, this information can be used by the hauler to assist them in planning for the upcoming year's programs. Each workshop will involve key personnel from MCA Consultants and the City and will be arranged at a time and location that is convenient for City staff and haulers. Although we do not recommend that the meetings with the haulers be made mandatory, it is recommended that each hauler be strongly encouraged to attend, as compliance with the terms and conditions of the non-exclusive franchise will be vital to the individual hauler's success during the upcoming calendar year.

On occasion haulers require a more extensive examination of their services. MCA Consultants will implement and monitor a hauler audit correction program designed to provide a more in-depth analysis to the regular compliance reports conducted. The context of this program permits for the technical audit of the physical portions of the haulers' activities and may include route audits and assistance with the development of a disposal reporting methodology. Should it be determined that route audits are required, MCA personnel will conduct physical inspections of individual hauler routes as deemed necessary.

To ensure confidentiality and to preserve competition among the haulers, information obtained during a route audit will remain confidential and will not be made available for public domain. We recommend this approach to provide the City with a layer of protection should a hauler claim that they have been financially damaged by the release of their confidential route sheets. Although it is our firm belief that the provisions established in our education and compliance programs and other aspects, we have identified within the body of this proposal will lessen the need for remedial hauler correction programs, we have established this type of program as a remedial program as yet another layer of outreach to assist non-exclusive franchised haulers within the City.

HAULER AUDITS

During the last reporting cycle, the evaluation of haulers compliance and their performance was placed on a temporary hold and extended due to the challenges facing the City due to the COVID-19 pandemic. As a necessary component of the City's solid waste and recycling program as it pertains to diversion tonnage and compliance with State of California mandated reporting requirements and electronic reporting formats, it is proposed that the hauler audit program be modified to provide verification of the haulers programmatic activities as they relate specifically to the compliance provisions set forth by both the State and the City. As with every year that we have provided services to the City, MCA Consultants works directly with each hauler to ensure that confidentiality is protected and that their confidential information is not made available to the public or competitors. It is our policy to present the firm being audited with a company-specific confidentiality agreement which specifies in part that "neither the consulting firm nor the individuals conducting the audit will make any confidential information available to the general public at any time either now or in the future."

Additionally, the agreement further specifies that "the information obtained during the audit is specifically intended for the sole and discretionary use of the City and will be protected to the fullest extent permissible by law." Each audit is conducted according to generally accepted standards and, if financial records are once again included as part of the audit process, generally accepted accounting practices will be followed as part of regular audit practices. Our staff conducting the audits will not answer any questions made by the hauler during the audit and will not share any of the information found during the audit process. Specific questions regarding the

audit or process must be submitted to the City in writing for official response. As is customary, our staff will work collectively with the City in the formulation of necessary responses.

Each audit will be conducted in a confidential setting and only information specifically required for the audit will be requested. To ensure a comfortable setting for all parties, the City will be notified of and approve all locations designated for audits. In some cases, in-house audits may be conducted at the hauler's place of business due to the ease and availability of records required for the audits. At each location, whether the audit is of a desk or in-house nature, it is recommended that the hauler being audited has the right to have a representative (approved by the City) at the audit location to answer any questions or explain any irregularities or missing information.

Once each audit has been completed, MCA will forward a confidential copy of the findings report to the City for review and comment. Once approved by the City, the audit findings will be presented to the hauler in writing at which time they will have 15 days to comment on the audit findings and provide any missing information that may be requested. After the 15 days, the audit results will be finalized and/or reviewed further should additional requested information be submitted in accordance with the audit provisions. Once the audit is completed and all reports finalized, corrective action, if necessary, will be taken. As a final component of the audit process, MCA Consultants will make recommendations to the City for changes in methodology and/or recordkeeping found during the hauler audit. Such information may be used by the City as a corrective action tool or as a method of correction for future compliance.

As with all of our audits and information provided to us, MCA Consultants will make every attempt to keep the information confidential to the fullest extent permissible by law. Once complete and approved by the City, all documentation received from the hauler will be returned as to ensure confidentiality. The procedures identified above are meant to be applicable for any in-house or desk audit deemed necessary for situations such as license revocation, incorrect reporting, or the like. Should such a circumstance arise, a comprehensive report will be developed and provided to the City in accordance with the specifics delineated above.

EVALUATION OF COMMERCIAL SOLID WASTE HAULER PROGRAM

At periodic intervals throughout the year and at the completion of each calendar year, MCA Consultants will perform an evaluation of the commercial solid waste hauler program. Contained within the report will be findings and independent analysis directly related to the commercial solid waste program. This independent analysis and review is designed to provide the City with enhanced programmatic aspects and correct any potential items that may warrant change considerations inclusive of hauler summary reports and findings, hauler information, solid waste and recycling statistical information, fees and administrative fines issued or paid, compliance with State and City reporting requirements, and any change in diversion rates – all being among the information contained in the report. Based on the results and findings made during the preceding year's activities and audits, the contents of the commercial solid waste hauler program evaluation will be devised based on the specific findings and recommendations.

GO GREEN PROGRAM IMPLEMENTATION

As a key component of the City's compliance with requirements imposed by CalRecycle, the "Go GREEN" concept identified and developed in concert with the City to assist in the fulfillment of the City's beautification

programs, MCA Consultants will perform such services at an enhanced level to increase the level of awareness within the City. As part of the "GO GREEN" program implementation, the general approach to conservation topics will be continued with information and timelines for each of the proposed topical areas identified for implementation each month.

The Go Green concept will continue to be actively promoted each quarter and follow-up information will be presented to those residents and businesses that request additional information about the Go Green program. The program is designed to enhance the recycling appeal, reduce the consumption of energy and resources within the City, and meet the programmatic requirements of the States electronic reporting format for solid waste compliance and compliance with AB 939 and other legislative enactments. Reaching out to residents and businesses alike will allow the City to combine the conservation efforts of these two programs and increase the level of awareness in the community.

MCA will work with City staff on the development and publication of each Go Green concept and make certain that the information is disseminated to area residents and businesses through a variety of avenues such as community groups, neighborhood watch groups, business associations, the Chamber of Commerce, and others.

USED OIL SERVICES AND IMPLEMENTATION

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for local governments/other eligible jurisdictions to receive payments for used oil and used oil filter collection/recycling programs. Eligible applicants are limited to local governments, which are defined in statute as "any chartered or general law city, chartered or general law county, or any city and county." Under the payment program, the City's local used oil collection program must include used oil and used oil filter collection opportunities and a public education element to ensure that local residents are providing the public with convenient collection locations for used oil drop-off. Additionally, under this proposal, MCA will develop methods to motivate the public to recycle their used oil, development and maintenance of used oil and oil filter collection and recycling programs and develop and submit all reporting information to CalRecycle and other necessary reporting agencies.

In accordance with Used Oil and Oil Payment Programs, Grants and payment program applications will be developed by MCA and submitted to CalRecycle after the documents have been reviewed and signed by the City. As with all used oil funds, upon approval of the funding application and notification to the City, funds will be allocated based on the amount awarded and in the funding categories and services identified. It should be noted that, in general, funds under these programs are awarded for two-year cycles, meaning that the funds must be expensed within two years of being awarded.

BEVERAGE CONTAINER SERVICES AND IMPLEMENTATION

Under this section the management and implementation of the City's beverage container program will encompass two phases, the first will be the monitoring and compliance of the City's eight State Certified Beverage Container Recycling Centers, and the second will be the implementation of the Beverage Container grants and payment received by the City.

The first program, Beverage Container Recycling Centers, provides collection and payment of the California Refund Value (CRV) that is paid by consumers at the checkout stand is paid back to consumers when they recycle eligible aluminum, plastic, glass, and bi-metal beverage containers at certified recycling centers. The minimum refund value established for each type of eligible beverage container is 5 cents for each container under 24 ounces and 10 cents for each container 24 ounces or greater. Since the recycling centers are individually owned and are not owned or operated by the State of California, they are subject to local jurisdictional governance. Under this program MCA will monitor all of the identified recycling centers in the City and ensure that they comply with the days and hours of operation set forth by the State, which are currently established that centers operate a minimum of 30 hours per week, at least five days a week, and at least one weekend day.

The second program involves the Stated Beverage Container funding programs which encompass City/County Payment Programs, Beverage Container Recycling Grants, and other payment programs and grants that are offered by the State of California, CalRecycle, or other funding entity. Under these programs, MCA staff will develop and implement all grant and payment program applications and submit completed documents to CalRecycle after the documents have been reviewed and signed by the City.

ELECTRONIC RECYCLING – SERVICES AND IMPLEMENTATION

For many years we have implemented a successful E-waste recycling program that has evolved from a twice per year program, to a bi-monthly program that has become widely popular for Montebello residents. In essence, this program provides for the safe and environmentally complaint recycling for electronic products nearing the end of their "useful life." What this means is that electronics such as computers, televisions, VCRs, stereos, copiers, fax machines, and other common electronic products can be properly managed and recycled to ensure compliance. In fact, some of these products can be reused, refurbished, or recycled.

With the passage of the Electronic Waste Recycling Act of 2003**,** certain components of some electronic products contain materials which render them hazardous, depending on their condition and density, which is why we established monthly e-waste collection and are setting up remote drop-off centers for residents and businesses.

The City's E-waste collection continues to maintain success with our monthly collection events and special collection opportunities at City events and locations. Working collectively with the Chamber of Commerce and other nonprofit organizations, the City's e-waste collection programs collected electronic waste that would have potentially been illegally discarded under current State law. Through strategic partnership with nonprofit organizations located within the City, the e-waste collection events resulted in payments being made to local nonprofit organizations that participated in the events.

COMMERCIAL AND DEMOLITION REPORTING AND ENFORCEMENT

According to the CalRecycle 2014 Disposal Facility-Based Characterization of Solid Waste in California, construction and demolition (C&D) materials are estimated to account for between 21.7 to 25.5 percent of the disposed waste stream. Previous study estimates have ranged from 29 percent in 2008 to 24 percent in 2004. As part of the City's compliance with the California Green Building Standard Code and Section 17.64 of the Montebello Municipal Code, MCA will continue to update and implement the City's Commercial and Demolition diversion plans by reaching out to the nonexclusive franchise haulers, construction and demolition contractors,

builders, remodelers, and homeowners and informing them on the City requirements and working with them to ensure implementation of the State and local requirements.

Waste Diversion Plan" Forms are updated and made available at the City service counter, on the website, and electronically to anyone that may inquire. As part of the implementation, MCA will work with the City to create an easy-to-use electronic monitoring form that can be updated and provided electronically for maximum compliance.

PROGRAM ADMINISTRATION

The program administration concepts presented within this section is designed to ensure that City staff is regularly updated and that programmatic endeavors are reported to the City for compliance and administratively followed up on, if necessary, by City staff. As part of this endeavor, MCA will make certain that all aspects of the City's solid waste, recycling, beverage containers, used oil, electronic collections and recycling, and State reporting is in full compliance and all reports and documents are submitted according to the parameters of the desired programs.

Council Updates

It is proposed that the process of updating City Council continues as it has in previous years. At the conclusion of each year, and at the discretion of the City, MCA Consultants will prepare a summation report identifying the overall state of the City's solid waste and recycling programs, as well as all other environmental programs, grant, payment programs, and compliance issues identified herein. This approach will be developed in written form and submitted to the City in the form of a confidential copy that is not for public distribution unless desired to be so by the City. This document is designed to be an internal evaluation of the City's programs and is also summarized and presented in a presentation format. At the request, an abridged presentation will be developed for presentation at City Council Meetings.

City Staff Meetings

As a method of increased communications, , monthly or bi-monthly meetings will be conducted with City staff to touch base on issues and items affecting the City during that reporting period. During these meetings, discussions on current and future programs will be discussed as well as programmatic updates, hauler compliance, outstanding issues, and individual program status. These meetings can also be modified based on the activities and programs being conducted. A meeting schedule will be developed and provided to the City at an agreed upon time and frequency agreed to.

BUDGET/ COST FOR SERVICES

The information contained within this section of the proposal has been developed based on the scope of work presented herein and is commensurate with information presented to and discussed with City Staff. For the purpose and continuance of our solid waste and recycling consulting services and agreement with the City, the budget set forth herein is representative of the previous year's budget and may be adjusted during the course of the service due to changes in the scope of work or a reallocation of hours. While we have identified specific tasks and illustrated their implementation throughout this proposal, the tasks and allocated hours are flexible

enough to accommodate fluctuations in program needs and may be adjusted or services added at the direction of the City.

Based on the services identified herein, and the funding allocations awarded to the City though AB 939 funds, State grant and payment programs, and other local funding sources, the budgetary provisions for each fiscal year will be established annually or renewed at the same level as the previous year. It should be noted that the budget for solid waste and recycling services shall remain consistent as identified below unless approved by the City, while the budget for used oil, beverage container, and other grant and payment programs shall be limited to the amount awarded to the City for the development, implementation, and monitoring of the designated program.

Based on the information provided herein and the funds awarded to the City, the FY22 budget year is set forth below:

DESCRIPTION OF SERVICE	RATE	TIME FRAME
SOLID WASTE AND RECYCLING Including Annual Reporting, CalRecycle Compliance, Waste Reduction & Recycling Program Implementation, Commercial Hauler Technical Assistance, Commercial Solid Waste Audits, Evaluation of Commercial Solid Waste hauler Programs, "Go Green" Implementation, Electronics Recycling Programs, Commercial & Demolition Reporting, and Program Administration.	$75,000.00	ANNUAL *(July 1 - June 30)*
USED OIL & OIL PAYMENT PROGRAMS	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle
BEVERAGE CONTAINER, & CITY /COUNTY PAYMENT PROGRAMS	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle
MISCELLANOUS GRANT & PAYMENT PROGRAMS NOT IDENTIFIED	Based on Funding Cycle Award	Funding Cycle as Determined by CalRecycle or Funding Agency
OTHER PROGRAMS & SERVICES REQUESTED BY CITY	Based on proposal and approved by City	

After reviewing the information contained herein, should you have any questions or require additional information, please do not hesitate to contact me directly.

Respectfully,

Jeffrey A. Camera
President

CITY OF MONTEBELLO
AGREEMENT

No. 2202

THIS AGREEMENT, made and entered into this 26th day of January 2005, by and between the City of Montebello, California (hereinafter "CITY"), and MCA Consultants (Hereinafter "CONSULTANT"), a California Corporation.

WITNESSETH

The parties hereto do agree as follows:

(1) **RECITALS**. This Agreement is made and entered into with respect to the following facts:

(a) That the City is desirous of obtaining the following solid waste management services.

(b) That the City has heretofore determined that the Consultant is qualified to perform the work necessary to provide such work in the time and manner set forth hereinafter; and

(c) That Consultant has agreed to perform the services required pursuant to this Agreement in the time and manner hereinafter set forth; and

(d) That the legislative body of the City has heretofore determined that the public interest, convenience, and necessity require the execution of this Agreement.

(2) **INDEPENDENT CONTRACTOR**. All services to be performed by Consultant hereunder collectively referred to as "Scope of Work" shall be performed as an "Independent Contractor" and not as agent or employees of the City.

specialized experience in solid waste management at the time the services are performed. Consultant shall endeavor to complete its work in accordance with those statutes, regulations, orders or codes which, in Consultant's professional opinion, are applicable to the Project. Consultant makes no other warranty, either expressed or implied.

(4) **CITY'S RESPONSIBILITIES**

1. Project Coordinator. City designates the Public Works Manager as the Project Coordinator who is authorized to act on behalf of the City. The Project Coordinator shall cooperate with Consultant and shall provide information and owner's decisions as required by Consultant, promptly so as not to delay progress of the work.

2. Notification of Defects. The City shall give prompt written notice to Consultant if the City becomes aware of any fault or defect in the Project or nonconformance with the Scope of Work.

(5) **LIMITATIONS**. City recognizes that Consultant's ability to complete the scope of work within the budget and timelines established in this Agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the City. It also assumes that City's policies, goals, objectives, actions, or alternatives do not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the City.

Should the Scope of Work defined by the Agreement be expanded or contracted or the schedule be changed, Consultant's compensation

accordance with the Cost Proposal (Attachment "B"). Total compensation to Consultant shall not exceed $69,650 without City's authorization.

(7) **PAYMENT.** Consultant will submit to City an invoice for payment at the end of each month. The amount of the invoice shall be based upon percent complete of each task described in Attachment A. A description of activities performed under each task will be provided in support of each invoice. Invoices shall be paid within 30 days of receipt.

(8) **SCHEDULE.** Consultant will diligently take all reasonable steps to comply with the schedule presented in Attachment "C".

(9) **NOTICES.** All notices required or permitted to be given pursuant to this Agreement shall be deemed received if sent by United States mail, certified or registered, postage prepaid, addressed to the parties as follows:

a. To City:
City of Montebello
Attn: Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

b. To Consultant:
Mr. Jeff Camera
MCA CONSULTANTS
28102 Ridge Forest Court
Rancho Palos Verde, CA 90275

(10) **INSURANCE.** Consultant shall provide and keep in effect during the term of this Agreement insurance as follows:

a. Worker's compensation and Employer's Liability in accordance with applicable laws.

b. Comprehensive Commercial Liability policies with combined single limit coverage of $1,000,000 for any personal injury, death, or

d. Errors and Omissions coverage with minimum limits of $1,000,000 in full force and effect during the life of this agreement.

Consultant shall provide certificates of such insurance to City prior to start of work. Said certificates shall specifically provide that City is an additional insured for the coverage in items B and C, above; and such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given City at its address set forth in this agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for non-payment.

(11) **INDEMNIFICATION.** Consultant agrees to indemnify, hold harmless, and defend City, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses resulting directly or indirectly from or connected with Consultant's negligent performance of this Agreement (including but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of Consultant, City, or their respective employees or agents), except where such liability, damage, costs, losses, claims or expenses are by the negligent or wrongful acts or omissions of City or any of its agents or employees.

(12) **ASSIGNMENT.** Neither party may assign its obligation in this Agreement without the written approval of the other party. Nothing contained in this paragraph prohibits the assignment of accounts receivable for financing purposes.

(13) **SUBCONTRACTORS.** Consultant may employ subcontractors, as it deems necessary for the completion of the Scope of

statutes, regulations, orders or codes which, Consultant's professional opinion, are applicable to the Project.

(15) **REFERENCING OF PROJECT**. City recognizes the need on the part of Consultant to make references to this project as part of the experience qualifications for future work of a similar nature. City, therefore, agrees to allow Consultant to describe this project in its statements of qualifications and related materials.

(16) **DISPUTES.** The parties shall make a good-faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation between the parties, or any of them, the prevailing party in such litigation or mediation shall be entitled to recover from the unsuccessful party(ies) any and all attorney's fees, disbursements and costs incurred by the prevailing party in such litigation or arbitration.

(17) **SEVERABILITY.** If any terms, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this Agreement.

(18) **LIABILITY.** The liability of Consultant, and of Consultant employees and sub consultants, to City shall not exceed the limits of Consultant's insurance policies as specified in Section (10).

(19) **ESTIMATES OF OPERATING COSTS AND RATES.** Evaluations of the City's programs, project budget, preliminary estimates of construction, costs, service rates and/or operating costs, if any,

Accordingly, Consultant does not warrant or represent that the actual prices will not vary from estimates prepared as part of the Scope of Work.

(20) **SUSPENSION.** If the project is suspended in whole or in part, for more than sixty (60) days, Consultant shall be compensated for all services performed and expenses incurred prior to receipt or written notice from the City of such suspension. If the project is resumed after being suspended for more than sixty (60) days, Consultant's compensation shall be equitably adjusted to reflect shutdown and start up costs incurred and rate escalations if any.

(21) **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement for cause. Prior to such termination, a notice shall be sent to the party in default requiring remedy within seven (7) days. If the default is not cured within this time period, the party initiating termination may terminate this Agreement. In the event of termination, Consultant shall be paid for all work completed prior to termination.

(22) **ENTIRE AGREEMENT.** This Agreement will be for a period of three years and may be renewed annually thereafter provided that terms and conditions remain the same or as mutually agreed upon by the parties. This Agreement embodies the entire Agreement between Consultant and City. Each represents that in entering this Agreement it does not rely on any previous oral or implied representations, inducement or understanding of any kind or nature.

This Agreement shall be effective at such time as each party is in possession of a copy, whether by original or fax, bearing the signature of

CITY OF MONTEBELLO

Date 1/27/05 By: William M. Molinari
William M. Molinari, Mayor

Attest: Robert J. King
Robert J. King, City Clerk

CONSULTANT

Date 1/31/05 By: Jeff Camera
Mr. Jeff Camera, Consultant