



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 12, 2024 AT 6:00 PM

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

CITY COUNCIL

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

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Ramon Figueroa
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Government Code Section 54956.8
Property: Topgolf Site
City's Negotiators: Raul Alvarez, City Manager
Negotiating Party: Topgolf Montebello
Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **PROCLAMATION FOR LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND INTERSEX (LGBTQI+) PRIDE MONTH**
4. **PROCLAMATION FOR JUNETEENTH - FREEDOM DAY**
5. **PROCLAMATION FOR POST-TRAUMATIC STRESS DISORDER (PTSD) AWARENESS DAY**
6. **PROCLAMATION FOR NATIONAL SCLERODERMA AWARENESS MONTH**
7. **PROCLAMATION FOR NATIONAL GUN AWARENESS DAY**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****8. ADOPTION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL BUDGET**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-40 adopting the Fiscal Year 2024-25 operating and capital budgets for all funds; and,
2. Approve Resolution No. 24-41 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2024-25 and,
3. Approve Resolution No. 24-42 establishing a Fiscal Year 2024-25 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

9. ANNUAL APPROVAL OF INVESTMENT POLICY

RECOMMENDATION: It is recommended that the City Council:

1. It is recommended that the City Council adopt Resolution No. 24-39 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.; and,
2. Take such additional, related action that may be desirable.

10. APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$59,450; and
2. Authorize the City Manager to execute the amendment; and
3. Take such additional, related action that may be desirable.

11. ADOPT RESOLUTION NO. 24-34 APPROVING THE FISCAL YEAR 2024-25 PROJECT LIST FOR SENATE BILL 1 "THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FUNDED PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-34 approving the Fiscal Year 2024-25 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017 funded projects; and
2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and,
3. Take such additional, related action that may be desirable.

12. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4205 WITH MCA CONSULTANTS TO IMPLEMENT THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) SB1383 LOCAL ASSISTANCE AND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4205 to MCA Consultants to provide SB 1383 Local Assistance Grant Program services for a three (3) year term in a total not-to-exceed amount of \$167,713; and,
2. Authorize the City Manager to execute the Agreement; and,
3. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO.1 TO AGREEMENT 3871 WITH JAIRO'S PLUMBING, INC. TO PROVIDE CITYWIDE ON-CALL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3871 between the City of Montebello and Jairo's Plumbing, Inc. for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,
3. Take such additional, related action that may be desirable.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT 4123 WITH JOHNSON CONTROLS, INC. TO PROVIDE CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4123 between the City of Montebello and Johnson Controls to increase the not-to-exceed amount from \$320,000 to \$400,000; and,
2. Take such additional, related action that may be desirable.

15. RECEIVE AND FILE AND ADOPT THE CITY OF MONTEBELLO'S FINAL SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM (SSARP) AND LOCAL ROAD SAFETY PLAN (LRSP)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file and adopt the City of Montebello's final Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRSP) prepared by Mark Thomas & Company, Inc.; and,
2. Take such additional, related action that may be desirable.

16. APPROVE RECEIPT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Approve receipt of \$209,800 in grant funding awarded by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$209,800 in Account No. 265-85-858-6040.10 (Grants, Fire, FEMA-HMGP, Other Contract Services [Expenditures]) and Account No. 265-99-4198.16 (Grants, FEMA-HMGP [Revenue]); and

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

17. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4206 WITH GEORGE HILLS TO PROVIDE GENERAL LIABILITY THIRD-PARTY ADMINISTRATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4206 with George Hills for an initial three (3) year term in the amount that shall not exceed \$291,500 over the three years; and,
2. Authorize the City Manager to execute Professional Services Agreement No. 4206; and,
3. Take such additional, related action that may be desirable.

18. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4115 WITH CARE SOLACE, INC., TO PROVIDE ASSISTANCE WITH COMMUNITY BASED COUNSELING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4115 between Care Solace, Inc., ("Care Solace") and the City of Montebello to continue providing assistance to residents with finding community-based counseling; and,
2. Authorize the City Manager to execute Amendment No. 1 between Care Solace and the City of Montebello; and,
3. Take such additional, related action that may be desirable.

19. APPROVAL OF MINUTES: MAY 22, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-38 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 12, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-38 approving the Warrant Register dated June 12, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Salvador Melendez, Mayor Pro Tem**

1. Implement a vacant property registration program.

- **Angie M. Jimenez, Councilmember**

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 26, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 9, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: ADOPTION OF FISCAL YEAR 2024-25 OPERATING AND CAPITAL BUDGET

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 24-40 adopting the Fiscal Year 2024-25 operating and capital budgets for all funds; and,
2. Approve Resolution No. 24-41 adopting the compensation plan, table of organization and job classifications for Fiscal Year 2024-25 and,
3. Approve Resolution No. 24-42 establishing a Fiscal Year 2024-25 appropriations limit per Government Code Section 7190 (Gann Limit); and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello celebrates its second century of incorporation with this presentation of the proposed Fiscal Year 2024-25 Operating and Capital budget. The City is faced with a unique combination of opportunities and challenges, with many new projects underway – and some major ones recently completed – that will propel economic development in the community. The past fiscal year witnessed the continuation of progress towards financial sustainability.

The proposed all-funds budget includes \$226,869,719 in expenditures and 224,476,069 in revenue (Attachment A, Exhibits A1 and A2, "All funds Revenue" and "All Funds Expenditures"). The majority of the difference between proposed expenditures and revenue is from utilizing available fund balance in the various Special Revenue Funds for capital projects such as reconstructing and paving City streets.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 17

	REVENUE		EXPENDITURES		Variance
General Fund	\$	76,663,600	\$	76,100,900	\$ 562,700
Grants/Special Revenue Funds	\$	66,943,194	\$	65,158,419	\$ 1,784,775
Capital Projects (Street/Infrastructure)	\$	11,289,215	\$	14,067,500	\$ (2,778,285)
Internal Service Funds	\$	7,582,000	\$	9,138,700	\$ (1,556,700)
Enterprise Funds	\$	59,183,010	\$	59,615,400	\$ (432,390)
Fiduciary Funds	\$	2,815,050	\$	2,788,800	\$ 26,250
TOTAL CITY BUDGET	\$	224,476,069	\$	226,869,719	\$ (2,393,650)

The General Fund budget, which provides funding for everyday services our residents depend on – Police, Fire, community services, code enforcement, street and park maintenance – is projected to have a \$562,700 surplus. General Fund expenditures of \$76,100,900 are less than estimated revenues of \$76,663,6000, as summarized in the table below:

	FY 2024-25 Proposed Budget
General Fund Expenditures	76,100,900
General Fund Revenue	76,663,600
Surplus / (Deficit)	562,700

Total, all funds appropriations (expenditures and revenue) include General Fund operations as well as Transit (Montebello Bus Lines), the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG) programs, several grant awards across multiple departments (Fire, Parks and Recreation, Police, etc.), Property Tax Override payment of Pension Obligation Bond debt service, Successor Agency (former Redevelopment Agency) enforceable obligations, and many other projects, programs and operations utilizing various special and restricted funding sources

The progress in right-sizing the City’s General Fund over the past five fiscal years has been significant. Staff has worked diligently to review all revenue and expenditure items, performing a “modified” zero-based budgeting exercise for the fifth consecutive year. This budget represents the fifth year of a five-year budget development process, with the end goal being the achievement of a sustainable and healthy budget that incorporates City Council priorities while providing funding for essential daily operations. More information about the strategic budget development process can be found in the Budget Message (Attachment E).

General Fund

Total General Fund revenue is projected to be \$76,663,300, a \$3.347 million increase (4.6%) over the FY 2023-24 adopted budget. The table below shows historical General Fund revenue by major category, from FY 2021-22 (actuals) to FY 2024-25 (projected) and the variance from last fiscal year to this fiscal year.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 3 of 17

	2021-22 Actual	2022-23 Actual	2023-24 Adopted Budget	FY 24-25 PROPOSED	Variance
SALES TAX	25,378,979	26,351,605	26,085,000	26,625,000	540,000
PROPERTY TAX	14,195,128	15,324,568	15,612,800	17,060,000	1,447,200
OTHER TAXES	2,931,593	3,664,069	3,680,000	3,985,000	305,000
LICENSES AND PERMITS	8,239,936	9,514,255	7,651,000	7,548,000	-103,000
FINES AND FORFEITURES	2,499,502	3,389,726	2,940,000	3,140,000	200,000
CHARGES FOR SERVICES	7,248,267	8,024,239	7,940,100	8,372,600	432,500
OTHER REVENUE	9,290,219	27,614,678	5,107,500	5,233,000	125,500
TRANSFER IN (NON-OPERATING)	3,637,348	4,315,381	4,300,000	4,700,000	400,000
	73,420,972	98,198,521	73,316,400	76,663,600	3,347,200

Sales tax overall is projected to increase \$540,000 year over year (2.1%) when compared to the FY 2023-24 budget. The projected uptick in sales tax revenue is based on a stable economy, tempered by projections of a possible slowdown during the 2024-25 fiscal year. The FY 2024-25 budget includes the fifth full year of Measure H revenue and more accurately reflects the expected amount as more data has become available about this transaction and use tax source, which allows for more accurate forecasts.

Property Tax is also proving strong, with a 5.2% increase in citywide Assessed Value, as well as additional revenue flowing in from the Metro Heights development, providing an additional \$1.447 million in the adopted budget. It must be noted that the positive impact of the Metro Heights project is now being seen in the current property tax revenue forecast. The County assesses properties every January 1, as well as when an existing property is sold. While there were some completed Metro Heights properties as of January 1, 2023, the assessment that occurred on January 1, 2024 has positively impacted FY 2024-25 property tax revenue.

Licenses and Permits forecasts to be essentially flat year-over-year (\$7.548 million vs. \$7.651 million). Various permits (building, plumbing, mechanical) and plan check fees are seeing a several year bump as the Metro Heights development progresses. The Topgolf project contributed new streams of revenue in this category in FY 2023-24. Since that project has been completed, the additional revenue is not included for FY 2024-25, contributing to the flatness year-over-year.

Franchise Fees are projected to increase \$270,000, a combination of increases in Southern California Gas Company, Southern California Edison, and solid waste franchise revenue. Fiscal Year 2024-25 will be the second full year of SB 1383 related organic waste franchise fees, projected to bring in \$300,000.

Transfers In (non-Operating Revenue) are up \$300,000 year-over-year. The increase is from additional reimbursement of retirement related expenses in the General Fund. The City collects additional voter approved property tax for retirement expenses (i.e., CalPERS). The General Fund is reimbursed for these expenses through a transfer of revenue on a quarterly basis. With additional staff added over the years, and increased wages from recent (i.e., 2022) labor contract approvals, PERS related expenses have increased. Therefore, the Transfer In reimbursement has increased for FY 2024-25 to match forecaster expenses.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 4 of 17

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.) to the community. The Fiscal Year 2024-25 General Fund expenditures budget that supports day-to-day functions is \$76,100,900, a \$3.413 million increase (4.7%) over the FY 2023-24 adopted budget.

The table below provides a department level view of expenditures for FY 2024-25, with comparisons to prior year budgets and actuals:

	FY 2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 Adopted Budget	2024-25 PROPOSED BUDGET	Variance, FY 24-25 vs FY 23-24
Administration	2,473,138	2,709,803	4,804,612	2,221,900	2,828,200	606,300
Community Development	1,752,274	2,375,062	2,725,754	2,739,200	3,467,700	728,500
Finance	2,201,468	2,684,390	2,657,374	3,082,650	2,967,200	(115,450)
Fire	15,310,306	15,625,500	18,158,612	17,074,150	18,226,100	1,151,950
Human Resources	1,742,602	2,172,884	2,796,197	1,684,500	1,453,700	(230,800)
Parks & Recreation	5,078,363	6,002,391	4,030,430	4,170,450	5,215,500	1,045,050
Police	18,916,427	19,317,618	20,420,284	20,158,500	21,527,200	1,368,700
Public Works	9,998,328	10,827,022	16,981,915	16,752,800	15,478,100	(1,274,700)
Information Technology	-	-	-	1,656,600	1,229,800	(426,800)
Non-Departmental	11,912,014	5,352,367	9,338,925	3,146,700	3,707,400	560,700
	69,384,920	67,067,037	81,917,275	72,687,450	76,100,900	3,413,450

The 4.7% increase in appropriations encompasses many changes across all departments and expenditure types. With salary and benefits comprising 62.1% of the General Fund budget, any changes made in this category will have the greatest impact on expenditures. Maintenance and Operations comprises 33.6%, and Debt and Lease Payments make up the remaining 4.3% of the adopted General Fund budget:

	2024-25 Proposed Adopted Budget	% of Budget
Salary and Benefits	47,267,300	62.1%
Maintenance Operations	25,553,500	33.6%
Debt and Lease Payments	3,280,100	4.3%
	76,100,900	100%

It should be noted that approximately 96% of the City's General Fund budget appropriations are "spoken for" in the way of commitments from MOUs, contracts, debt service payments, professional service agreements, utilities and other such expenses the City is obligated to pay. The table below provides an overview of the major expenditure categories and how much these commitments comprise of the General Fund budget (with a comparison to FY 2023-24):

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 5 of 17

Major Expenditure Category	FY 23-24 6040.xx Amount	FY 24-25 6040.xx Amount
SALARIES AND BENEFITS	\$ 42,329,250	\$ 44,196,400
OTHER CONTRACT SERVICES	\$ 5,576,000	\$ 5,596,000
ADDITIONAL CONTRACT SERVICES	\$ 11,535,950	\$ 11,664,000
UTILITIES AND VEHICLE MAINTENANCE	\$ 4,006,200	\$ 3,843,600
DEBT SERVICE/LEASES	\$ 2,225,200	\$ 3,255,100
INSURANCE	\$ 4,060,400	\$ 4,322,000
TOTAL FROM CATEGORIES ABOVE =>	\$ 69,733,000	\$ 72,877,100
GENERAL FUND BUDGET =>	\$ 72,687,450	\$ 76,100,900
% COMMITTED TO "FIXED COSTS" =>	95.9%	95.8%

This table illustrates how little leeway exists in the General Fund for re-directing appropriations or re-prioritizing spending from one area to another. The City obviously has commitments to its employees through City Council approved MOUs, and long-term debt service and lease arrangements commit additional funds, while insurance and workers compensation expenses must be paid. The Contract Services category encompasses landscape, custodial, street sweeping, graffiti removal, legal services, software licenses and many other types of required services.

Supplemental Requests: Maintenance and Operations / Staffing

A few supplemental requests are included in the 2024-25 budget. As noted above in the discussion of "fixed costs," there is relatively little room in the General Fund for supplemental expenses – whether one-time or recurring. Therefore, the FY 2024-25 budget reflects a very modest inclusion of the total amount of supplemental requests submitted by Departments.

The tables below provide a summary and detailed listing of the various supplemental items included in the budget, separated by General Fund (\$221,100 in supplemental items) and non-General Fund items (\$150,000). There is a total of \$371,100 in supplemental requests included in the proposed budget:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 6 of 17

FIRE		
	Prevention	25,000
INFORMATION TECHNOLOGY		
	Division of Info Tech	53,000
PARKS AND RECREATION		
	Public Affairs	7,000
	Recreation	82,300
POLICE		
	Dispatch	10,800
	Patrol	3,200
PUBLIC WORKS		
	Administration	4,500
	Streets	35,300
TRANSIT		
	Operations	150,000
	GENERAL FUND	221,100
	TRANSIT	150,000

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 7 of 17

	Supplemental Request Description	Account No.	Amount
FIRE			
	CERT Program Supplies (various)	100-85-870-6000.40	25,000
			25,000
PARKS AND RECREATION			
	Summer Youth Employment Program		82,300
			82,300
PUBLIC AFFAIRS			
	Audio Equipment - Podcast - mixer, microphones	100-21-210-6010.10	1,000
	Event Camera	100-21-210-6010.10	1,000
	Outdoor PA System - Step & Repeat, Podium, Audio	100-21-210-6010.10	5,000
			7,000
PUBLIC WORKS			
	No Parking Signs, etc.	100-30-310-6025	4,000
	Dues & Subscriptions (Trade Magazines)	100-30-300-6030	500
	Vehicle Maintenance/Expenses	100-30-310-6080-30	300
	Steel Plates (Emergencies)	100-30-310-6000.40	35,000
			39,800
INFORMATION TECHNOLOGY			
	Keyboards/Mice (citywide replacement as needed)	100-21-420-6010.50	4,000
	WiFi Access Points Citywide	100-21-420-6010.50	10,000
	Cabling Services	100-21-420-6010.50	15,000
	Stock Laptops (Department "loaners")	100-21-420-6010.50	20,000
	Security Door for DoIT offices	100-21-420-6000.40	4,000
			53,000
POLICE			
	Dispatch - cloud back up software	100-80-820-6010.40	7,800
	Dispatch - Geo mapping (GIS services)	100-80-820-6010.40	3,000
	ACE Watch Dog system (K-9 heat warning system)	100-80-815-6010.40	3,200
			14,000
TRANSIT			
	Project Management Service - Hydrogen Fuel Station	600-90-900-6040-95	100,000
	Fueling Software Program	600-90-915-6010-40	50,000
			150,000
		GENERAL FUND =>	221,100
		NON-GENERAL FUND =>	150,000

Of the \$371,100 in supplemental items included across all funds, \$202,300 is one-time or non-recurring in nature. In other words, they are equipment and/or durable supply items with relatively long useful lives (five or more years). While these items will need to be replaced eventually, the costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., signage, vehicle maintenance expenses, software licenses, etc.) total \$168,800 and will become permanently budgeted items going forward.

As can be seen by the descriptions above, many of the supplemental items are necessary due to increased and improved programs and services – public safety K-9 and dispatch related software to improve responses, record keeping and analysis, various audiovisual equipment for community events, replacement information technology hardware for employee productivity, supplies for the newly created community emergency response team (CERT), etc. The supplemental requests included in the FY 2024-25 budget are spread across several departments. However, every operating department continues to identify unmet needs and such items will continue to be included in subsequent budgets

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 8 of 17

as funding is available.

The FY 2024-25 budget presents a net increase of 20.0 full-time equivalent (FTE) positions (Attachment A, Exhibit A3, "Master Position Control"). This includes elimination of un-needed positions in Public Works, the shifting of the Building Safety Division back to Community Development, the consolidation of Public Affairs in Parks and Recreation, and the addition of seven (7.0) full-time positions in the Police Department for the newly created Park Safety Bureau (both sworn and non-sworn). The table below shows total FTE and the year-over-year change:

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Administration	8.0	11.0	8.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	28.0	8.0
Finance	21.0	22.0	24.0	24.0	26.0	2.0
Fire	76.0	76.0	80.0	98.0	99.0	1.0
Human Resources	14.0	18.0	15.0	15.0	14.0	-1.0
Parks and Recreation	21.0	11.0	12.0	14.0	22.0	8.0
Police	103.0	103.0	107.0	107.0	114.0	7.0
Public Works	25.0	45.0	46.0	46.0	42.0	-4.0
Information Technology	0.0	0.0	11.0	10.0	6.0	-4.0
Transit	204.0	234.0	233.0	233.0	236.0	3.0
	493.0	540.0	556.0	575.0	595.0	20.0

Over the last five fiscal years, key positions have been added in the areas of public safety, homeless assistance, public information, engineering, budget analysis, information technology, street/parks maintenance supervision, community services management, code and parking enforcement, transit and community beautification, Police Officers, Code Enforcement Officers, Fire Battalion Chief and Captains, Firefighter/Paramedic, Social Worker and Caseworker, Public Information Officer, Crime Analyst, Senior Management Analyst, Community Services Coordinator, Bus Operator, Police Community Service Officer, etc.

For FY 2024-25, several departments requested positions through the supplemental budget process. The summary table below shows the new positions in the proposed budget that were included as part of the supplemental budget request process.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 9 of 17

DEPARTMENT	REQUEUSTED POSITION
Community Development	Deputy Director
	Sr. Management Analyst
	Management Analyst
Fire	Sr. Finace Technician
Parks and Recreaton	Adminisrative Assistant
	Golf Course Facilities Manager
	Public Affairs Manager
Public Works	Administrative Manager
	Sr. Management Analsyt
	Administrative Assistant
Police	Police Community Service Officer (x2)
	Lieutenant
	Sergeant
	Corporal
	Police Officer
Transit	Fleet Maintenance Supervisor (x2)

Attached to this agenda report is the “Compensation Plan Resolution” (Attachment B) that lists every approved position classification and the accompanying salary range. It should be noted that as of May 2022 a comprehensive, standard salary matrix now exists. That matrix has been included for reference, as Exhibit B1 to Attachment B.

Other Funds

The majority of revenue and expenditures comprising the City’s total budget are recorded in Special Funds, Enterprise Funds, Grant Funds, Trust and Agency Funds and Successor Agency Funds. Under governmental accounting rules, these funds are more restricted, and the use of revenue is dictated by certain guidelines based on the source of funding.

For example, the Los Angeles County Metropolitan Transportation Authority (Metro) provides Local Return Funds (LRF) to cities in Los Angeles County for various transit, road and street uses. These funds are recorded in their own separate funds: Measure M, Measure R, Proposition A, and Proposition C. Montebello utilizes these revenues for transit projects, street rehabilitation, debt service on "Paving the Way" bonds and related road projects.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 10 of 17

The City also uses Enterprise Funds to account for Transit, Golf and Hotel (Hilton Garden Inn and Home2Suites) operations. The table below presents a high-level overview of all funds revenue and expenditures, proposed for FY 2024-25, grouped by “fund type:”

	REVENUE		EXPENDITURES		Variance
General Fund	\$	76,663,600	\$	76,100,900	\$ 562,700
Grants/Special Revenue Funds	\$	66,943,194	\$	65,158,419	\$ 1,784,775
Capital Projects (Street/Infrastructure)	\$	11,289,215	\$	14,067,500	\$ (2,778,285)
Internal Service Funds	\$	7,582,000	\$	9,138,700	\$ (1,556,700)
Enterprise Funds	\$	59,183,010	\$	59,615,400	\$ (432,390)
Fiduciary Funds	\$	2,815,050	\$	2,788,800	\$ 26,250
TOTAL CITY BUDGET	\$	224,476,069	\$	226,869,719	\$ (2,393,650)

The table below provides a high level, historical overview of the major enterprise funds, followed by a brief description of each and highlights for the 2024-25 fiscal year.

	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ACTUALS	2022-23 Actual	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
Transit						
EXPENDITURES	31,671,369	40,628,734	25,889,252	38,316,730	38,395,050	38,401,700
REVENUE	32,210,637	34,358,671	34,158,897	51,119,201	39,373,500	35,161,010
SURPLUS / (DEFICIT)	539,268	-6,270,063	8,269,645	12,802,471	978,450	-3,240,690
	0	0	0	0	0	0
Hilton Garden Inn						
EXPENDITURES	4,739,899	3,367,167	5,088,666	5,944,554	5,902,800	6,144,200
REVENUE	4,482,116	2,073,794	5,359,743	6,655,126	6,175,000	6,950,000
SURPLUS / (DEFICIT)	-257,783	-1,293,373	271,077	710,572	272,200	805,800
	0	0	0	0	0	0
Home2Suites						
EXPENDITURES	8,602,561	7,993,039	9,782,112	11,157,029	10,027,700	10,718,900
REVENUE	9,064,121	8,360,803	12,062,484	13,431,144	13,150,000	13,425,000
SURPLUS / (DEFICIT)	461,560	367,764	2,280,372	2,274,115	3,122,300	2,706,100

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Metro Transit revenue, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily bus operations and maintenance of the fleet. The FY 2024-25 Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$38.402 million in expenditures balanced against \$35.161 million in revenue.

It should be noted that certain Transit-specific American Rescue Plan Act (ARPA) funds remain available for Transit operations and will be claimed as allowed expenses are incurred. This additional revenue has not been added to the projected FY 2024-25 budget. However, once recognized, revenue for FY 2024-25 will come in higher than the current projection. (For example, a portion of this “pandemic era” funding was used to offset salary and benefit expenses over the prior three fiscal years.)

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 11 of 17

The table below provides an overview of Transit Fund expenditures and budgets from FY 2021-22 to FY 2024-25, by division:

	2021-22 Actual	2022-23 Actual	2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET	Variance
Transit Administration	8,200,860	12,513,739	10,515,450	13,762,100	3,246,650
Transit Operations	9,952,839	15,700,616	17,166,600	15,470,900	(1,695,700)
Metrolink Station	87,695	109,848	98,300	154,900	56,600
Corporate Shops	4,529,545	6,772,119	10,111,000	8,420,000	(1,691,000)
Capital Projects	2,831,676	6,212,202	-	-	-
Prop C 5% Security	272,768	394,707	483,700	573,800	90,100
Bus Advertising	13,869	15,000	20,000	20,000	-
Non-Departmental	-	(3,374,502)	-	-	-
	25,889,252	38,316,730	38,395,050	38,401,700	6,650

There is a \$3,246,650 year-over-year increase in the Administration Division. This is due to salary increases as vacancies have been filled (i.e., Sr. Management Analyst, Administrative Manager, etc.) in the past fiscal year. There is also the Transit share of the citywide solar project, as new financing expenses are budgeted for the first time in FY 2024-25. The largest increase from FY 2023-24 is a \$1.4 million transfer to the Information Technology Infrastructure Upgrade project capital fund (Fund 325). This transfer covers Transit's share of this project, as a portion of the City's information technology backbone is utilized by Transit operations.

The Operations Division will see a decrease of \$1,695,700. Even with increased salaries from the recently approved MOU with SMART-TD, there is still a decrease over the FY 2023-24 adopted budget. The sole reason for this is that salary and benefit appropriations for FY 2023-24 were budgeted too high. Therefore, the more accurate budgeting for FY 2024-25 reflects a decrease from the prior year's budget. It should be noted that vacancies continue to be a challenge in this Division, contributing to lower than expected salary and benefit costs. Management continues to recruit steadily, and the new MOU – which wages increased considerably to market levels – should assist in recruitment efforts.

The Corporate Shop Division will see a \$1,691,000 decrease vs. last year. One of the reasons for this decrease is the absence of \$800,000 in supplemental requests that were included in FY 2032-24: "bus wraps" to complete the rebranding of the Montebello Bus Lines fleet; and purchase a heavy-duty scrubber and a ride-on sweeper -- both one-time expenditures.

In addition to the operating budget found in Fund 600, capital and equipment projects and purchases are also funded through grants and state funding. Additional details can be found in the budget book: Transit Grant expenditures (Fund 270) and SB1/SGR projects (Fund 202).

Hotels

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) underwent a complete remodel in 2020, the first since it opened over seventeen years ago, and reopened to the public in September 2020 after being closed for more than six months.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 12 of 17

As business and leisure travel patterns continue to recover to pre-pandemic levels, the Hilton Garden Inn's performance continues to improve. The hotel forecasts a surplus in FY 2024-25. The refinancing of HGI debt (December 2019) was a positive financial move, providing significant debt service savings for three years by restructuring the debt to be interest only during the pandemic. This refinancing made economic sense – taking advantage of historically low interest rates – and was fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel's occupancy also suffered in 2020 due to the pandemic. However, in recent years, occupancy has been climbing and performance appears to have returned to pre-pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. Home2Suites forecasts a comfortable operating surplus for FY 2024-25.

The table below provides an overview of the two hotels' financial performance, from FY 2019-20 to FY 2024-25. As can be seen for fiscal years 2019-20 and 2020-21, the pandemic severely impacted both hotels negatively. But in recent years, surpluses have grown:

	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ACTUALS	FY 2022-23 ACTUALS	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
Hilton Garden Inn						
EXPENDITURES	4,739,899	3,367,167	5,088,666	5,944,554	5,902,800	6,140,000
REVENUE	4,482,116	2,073,794	5,359,743	6,655,126	6,175,000	6,950,000
SURPLUS / (DEFICIT)	-257,783	-1,293,373	271,077	710,572	272,200	800,000
	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ACTUALS	2022-23 Actual	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
Home2Suites						
EXPENDITURES	8,602,561	7,993,039	9,782,112	11,157,029	10,027,700	10,710,000
REVENUE	9,064,121	8,360,803	12,062,484	13,431,144	13,150,000	13,420,000
SURPLUS / (DEFICIT)	461,560	367,764	2,280,372	2,274,115	3,122,300	2,710,000

Both hotels are well positioned to take advantage of the continuing post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue will be sufficient to support operations and debt service payments with no negative impact on the General Fund.

Golf

The City's 118 acre golf course underwent a complete transformation from Fall 2022 to Spring 2024. The 18 hole public course has been re-imagined and rebuilt to match the golfing needs of the 21st century. A new 9 hole executive lighted course has opened, along with a 6 hole course that plays short and can be combined with other holes for a 10 hole experience – the addition of lights allows for night play for the first time in the course's history. The construction of a new clubhouse – completion expected summer

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 13 of 17

2024 – will round out the redevelopment of the over 100 year old course, breathing new life into this public space and introducing golf to a new generation of players.

In addition, on 15 acres located at the northeast corner of the course, a Topgolf entertainment complex opened in Spring 2024. The three-story, 100 bay entertainment and conference complex has revitalized the golf course campus, introducing a new style of golf to the community and adding a destination amenity for casual and serious golfers alike. The Topgolf facility offers meeting rooms that allow for an additional space for conferences, meetings, etc. for the community.

These projects will bring new sources of sales tax and lease revenue to the General Fund and Golf Fund. Moreover, they contribute to the City's economic development efforts, helping to revitalize a portion of the community.

The FY 2024-25 budget includes debt service and construction expenses related to these projects. The FY 2024-25 budget also includes projected revenue from these two projects, as well as reflect expenses related to the management and operations of the revitalized public golf course.

Capital Improvement Program

The proposed Capital Improvement Program (CIP) budget for FY 2024-25 includes a mixture of new appropriations and carryover of previously appropriated but not yet spent funds (Attachment D, as well as Exhibit A5 to Attachment A). The total (estimated) CIP budget for FY 2024-25 is \$40.115 million. This amount is comprised of \$6.239 million in new appropriations, \$28.976 million in (estimated) carryover funds, plus \$1.153 million in Maintenance and Operations expenditures. It should be noted that the final carryover amounts will not be known until after year-end close (June 30, 2024). As has been done in prior fiscal years, subsequent City Council action will be requested to appropriate the carryover amounts.

In addition, there will be some remaining uncommitted funds in certain funds that could be used for new capital projects (those not included in the current CIP project list) or for expanding approved projects if necessary. In other words, available fund balance exists that has not been committed to a particular project – either with previous budgets or with the FY 2024-25 proposed CIP budget. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.

The \$40.115 million CIP budget utilizes funding from Gas Tax, Metro Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), Paving the Way Bond Proceeds, and Federal and State grants (i.e., HSIPL, Sewer Infrastructure) for a host of various projects. A separate CIP document providing more detailed descriptions of each project can be found in Attachment D.

The table below provides a high-level overview of CIP appropriations by fund (NOTE: not included in the amounts below are appropriations for debt service and administration –

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 14 of 17

allowed charges for salaries and benefits):

Fund Description	Fund Number	New Appropriations	Carryover Appropriations*	M&O Expenditures**	Total Funding:
Gas Tax	200	-	2,651,000	730,000	3,381,000
Proposition A	210	-	7,309,300		7,309,300
Proposition C	215	885,100	1,168,900	334,600	2,388,600
Measure M	222	2,102,000	-	25,000	2,127,000
Measure R	220	1,294,000	85,000		1,379,000
Measure W	229	758,106	-		758,106
SB1/RMRA	201	1,100,000	-		1,100,000
TDA-3	223	100,000	-	63,300	163,300
Sewer Infrastructure	263	-	2,100,000		2,100,000
HSIPL	Grant (265)	833,100	-		833,100
SSARP	Grant (265)	-	-		-
Prop C - Paving the Way	215	-	11,698,200		11,698,200
Meas M - Paving the Way	222	-	2,214,840		2,214,840
Meas R - Paving the Way	220	-	1,748,400		1,748,400
		7,072,306	28,975,640	1,152,900	37,200,846
*These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.					
**Maintenance and Operations appropriations include signs, markings, street sweeping, concrete cutting/sidewalk repair and other related expenses. Not included are expenses related to administration (i.e., salaries, benefits) or debt service on the Paving the Way Bonds					

There are several new projects as well as existing projects having their budgets increased that are in different stages of planning: engineering studies/analysis, design, construction, maintenance or debt service/other expenses:

- Bluff Road Slope Stabilization project would commit \$469,000 towards repair work
- Signal synchronization work along Washington Blvd would utilize \$559,800 in Proposition C funding
- Design and construction work for Plaza Drive would commit \$894,100 in Proposition C funds for this project in the northeast corner of the City
- The City has an annual street resurfacing program, encompassing “grind and overlay,” “slurry seal,” “reconstruction,” and “HYRAP” work, depending on the condition of the street. These annual projects will have more than \$3.4 million committed to them in FY 2024-25 from Measure M, Measure R, SB1/RMRA and TDA-3 funds
- Regular maintenance such as replacing signs, maintaining traffic signals, striping, and other related work will be funded utilizing State Gas Tax funds (\$805,000)
- New for FY 2024-25 is the use of \$346,000 in Proposition C funds to help offset the citywide street sweeping contract, reducing the burden on the General Fund
- The City will also continue utilizing the remaining Paving the Way bond funds (\$15.661 million) to repair and pave streets throughout Montebello. Additional details and plans will be provided at subsequent City Council meetings as construction contracts are put out to bid and awarded.

As discussed more fully in the Budget Message (Attachment E), staff have improved cost

allocation methods, and will be utilizing the maximum amount allowed per Metro Local Return Fund guidelines to offset administrative costs. Public Works staff and consultants conducting engineering, planning and related work charge their time to Proposition A, Proposition C, Measure M and Measure R on an “hours worked” basis. This allocation of time relieves the General Fund of these expenses, allowing for additional budget capacity.

BACKGROUND/DISCUSSION:

This budget builds upon the progress made in the past four years’ award-winning budgets and continues moving the organization forward by funding the services and programs key to the City Council’s priorities. The City once again received the Government Finance Officers Association (GFOA) “Distinguished Budget Presentation Award” for the adopted Fiscal Year 2023-24 budget document – the fourth consecutive year. Receiving this award demonstrates the City’s commitment to producing an accessible budget document that effectively communicates the City’s financial priorities in a transparent and accessible manner. Staff will submit the FY 2024-25 budget for this award and fully expect to receive it for a fifth consecutive year.

Moreover, for the first time, the City hosted community budget forums as part of budget development. The three public sessions held in February 2024 provided a “Budget 101” overview for the community, and staff solicited questions and feedback from residents on all manner of budget and operational issues. The feedback from the community was incorporated into budget development, with residents’ requests submitted to the City Council for consideration.

Staff also improved upon community outreach efforts that began last fiscal year by refining the community budget survey. The survey was available for several weeks in March 2024 through the City’s website and all social media channels. In combination with the feedback from the community budget forums, Staff was able to present community budget needs and wants to the City Council. The FY 2024-25 budget has been developed with significant community input – a first for the City of Montebello.

Below is a small sample of recent accomplishments that positively impact the organization in Fiscal Year 2024-25:

- Completion of the transformation of the City’s public golf course – a re-opened Bella Verde Golf Course (Spring 2024) that provides an improved golfing experience for the community
- Opening of the 100th Topgolf Entertainment Complex in Spring 2024 – transforming 15 acres of the former golf course into a destination site
- Continued growth in revenue from the three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello’s voters in March 2020 Continued progress in upgrading the City’s streets and roadways through use of \$25 million in bond funding for the “Paving the Way” program
- Approval of an updated General Plan, the first such endeavor since 1973

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 16 of 17

- Upgraded the City's vehicle fleet, purchasing replacement vehicles for Police, Public Works and Fire
- Expanded community programs with a season-long Farmer's Market (Night Market), Pet Vaccine Clinics, a summer street-fest, and other resident favorite programs
- Significant progress toward completion of an affordable housing project in downtown Montebello (6th Street) developed by the Cesar Chavez Foundation
- Continued progress towards completion of 1,200 housing units as part of the Metro Heights development
- Sale of the City's Water System, satisfying a State Auditor recommendation from 2018
- Significant upgrades to the City's Police Department headquarters building, an investment of \$1.25 million in facility and equipment improvements

These and dozens of additional accomplishments provide a clear indication that Montebello is making progress towards financial sustainability and fiscal stability – with significant assistance from the City's economic development team. This budget continues movement towards those goals.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The budget presented provides essential services to Montebello residents and visitors while advancing the City Council's vision and strategic plan. The Fiscal Year 2024-25 budget solidifies recent positive financial and operational changes while moving the City closer to long-term financial stability. The clearest evidence of this progress is the presentation of a balanced General Fund budget, with a \$562,700 surplus. Additional details can be found by reviewing the Budget Message, included as Attachment E, as well as reviewing the various exhibits to Attachment A which provide overviews of revenue, expenditures, positions and the Capital Improvement Program (CIP).

City Council is being asked to approve the operating and capital budgets (Attachment A), approve the compensation resolution (Attachment B) and approve a resolution setting an appropriations limit as required by State Government Code (i.e., GANN limit, Attachment C).

The "Budget Message" is attached as well (Attachment E), which provides a greater discussion of the overall budget, providing in-depth details on various aspects of the City's operations.

ATTACHMENT(S)

1. Attachment A - Budget Adoption Resolution No. 24-40 FY 2024_25, 06_12_2024
2. EXHIBIT A1 - All Funds REVENUE
3. EXHIBIT A2 - All Funds EXPENDITURES
4. EXHIBIT A3 - Master Position Control FY 2024_25, 06_12_2024
5. EXHIBIT A4 - General Fund reserve policies 06_12_2024
6. EXHIBIT A5 - CIP Budget Overview FY 2024_25, 06_12_2024
7. Attachment B - Compensation Plan Resolution No. 24-41 FY 2024_25, 06_12_2024
8. EXHIBIT B1 - Salary Matrix Annual _ 2% Increase
9. EXHIBIT B2 - New Job Classifications - FY 2024_25
10. Attachment C - GANN Limit Resolution No. 24-42 FY 2024_25, 06_12_2024
11. EXHIBIT C1 -GANN Limit Calculation FY 2024_25
12. EXHIBIT C2 -GANN Limit Calculation FY 2024_25
13. ATTACHMENT D - CIP Summary and Detailed Project Descriptions, 06_12_2024
14. ATTACHMENT E - Budget Message PROPOSED FY 24_25

NEXT STEPS:

N/A

RESOLUTION NO. 24-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ADOPTING AN OPERATING
AND CAPITAL BUDGET FOR FISCAL YEAR 2024-25**

WHEREAS, the City Council has received and considered the Proposed budget for Fiscal Year 2024-25 presented through staff reports, budget presentations, memorandum, community forums, community feedback surveys and information received in noticed, regular meetings on the City Budget; and,

WHEREAS, the original of said Proposed Budget will be revised so as to reflect each and all of the amendments, changes, and modifications which the City Council, up to the time of adoption of this resolution including any actions taken at the June 12, 2024 meeting, believes should be made in said Proposed Budget as so submitted and to correct any non-substantive errors discovered.

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

SECTION 1. That the Proposed Budget for Fiscal Year 2024-25, a complete copy of which has been proposed to the City Council and made available to the public and incorporated by this reference as though fully set forth herein, and which is summarized in Exhibits A1 and A2, attached hereto, is hereby approved and adopted.

SECTION 2. That the Estimated Revenue and Transfers In for all funds for Fiscal Year 2024-25, a summary of which is attached as Exhibit A1 and incorporated by this reference as though fully set forth here, is hereby approved and adopted. When combined with reserves (i.e., fund balance or fund equity), the Estimated Revenue and Transfers In for Fiscal Year 2024-25 are sufficient to fund the appropriations set forth in the Proposed Budget for Fiscal Year 2024-25.

SECTION 3. That the Proposed Appropriations and Transfers Out for all Funds for Fiscal Year 2024-25, a summary of which is attached as Exhibit A2 and incorporated by this reference as though fully set forth herein, providing appropriations summaries of details currently contained in the City's accounting system, including technical adjustments related to Transfers In and Transfers Out, and detail of estimated revenue, is approved and adopted.

SECTION 4. That the Master Position Control, attached hereto as Exhibit A3, and incorporated by this reference as though fully set forth herein, is hereby approved and adopted. The City Manager, subject to compliance with all applicable Municipal Code and Personnel Rules and Regulations, may revise the Tables of Organization and Master Position Control as needed and necessary for the operation of the City.

RESOLUTION NO. 24-40

Page 2 of 4

SECTION 5. That the Salary Schedules/Tables for all authorized positions are updated and approved so as to reflect the salary provisions in effect for all approved Memoranda of Understanding (MOU) between the City and all recognized bargaining groups as detailed in the separate “Resolution Adopting the Compensation Plan and Table of Organization” that is also adopted at the same meeting as the Fiscal Year 2024-25 Operating and Capital Budget, and fully operationalizes the standardized salary matrix establishing ranges and steps for each approved job classification.

SECTION 6. That the “General Fund Reserve Policies” as presented in Exhibit A4 remain unchanged from those most recently adopted on June 14, 2023 and are hereby reaffirmed by approval of this resolution.

SECTION 7. That from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments for the respective objects and purposes therein named; provided however that:

SECTION 7.1. Department Directors are hereby authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that total approved appropriations for a budget program and within the same fund are not exceeded nor increased beyond their originally adopted amounts; and,

SECTION 7.2. The Director of Finance is hereby authorized to transfer operating budget appropriations within the same fund between departments, divisions, programs and/or object codes, provided total appropriations for a Department by fund are not increased.

SECTION 8. That changes to total Department appropriations, total fund appropriations, all other changes to Capital Improvement Program appropriations not specified in Section 7 et al of this resolution, transfers to and/or from appropriated reserves, cancellation of appropriations, and appropriations of fund balances shall require the majority approval of the City Council.

SECTION 9. That the Capital Improvement Program (CIP) contained in the Proposed Budget for Fiscal Year 2024-25 (Exhibit A5) is hereby approved in concept, and the Director of Public Works, or his/her designee is authorized to publicly advertise for bids on these projects in accordance with State of California statutes and City of Montebello Municipal Code.

SECTION 10. That construction of Capital Improvement Projects requires the use of professional services such as engineering oversight, geo-technical, water testing, project management, design, survey and other required studies and activities. Funding for these professional services is included within each Capital Improvement Project’s budget as set forth in the Proposed Budget for Fiscal Year 2024-25, and specifically as summarized in Exhibit A5. Consistent with State of California statutes and City of Montebello Municipal

RESOLUTION NO. 24-40

Page 3 of 4

Code sections 3.20 et al covering procurement of professional services, the City Council hereby authorizes the City Manager, or designee, to enter into any necessary professional services agreements to facilitate the completion of an approved Capital Improvement Project.

SECTION 11. That all encumbrances remaining as of June 30, 2024, after thorough review by appropriate Finance Department staff, will either be released or re-appropriated for use in Fiscal Year 2024-25 as appropriate, in the respective funds, departments, programs and accounts/objects, thus adjusting the adopted budget by the encumbered amount carried over without further City Council action required.

SECTION 12. That all active Capital Improvement Program and Federal, State and Local Grant appropriation balances that existed as of June 30, 2024 will be re-appropriated for use in Fiscal Year 2024-25, as appropriate without further City Council action required.

SECTION 13. That at various times throughout the fiscal year, employee engagement, recruitment and retention and morale building activities will be programmed and held. Furthermore, it is in the interest of the public good that these activities be provided to help build and maintain an effective and professional staff, so motivated and engaged as to provide the best customer service possible to Montebello residents and the community at large. Therefore, it is in the public interest that funds have been and will be appropriated in the Fiscal Year 2024-25 budget for these uses, and the City Council by adoption of the Fiscal Year 2024-25 budget finds it in the public interest to expend funds towards these uses.

SECTION 14. That the budget contains appropriations for the funding of the following community service organizations/projects: (1) Sister City of Artsakh (\$5,000); (2) Sister City of Ashiya (\$5,000); (3) YMCA (\$5,000); (4) Historical Society (\$5,000); (5) Montebello Chamber of Commerce (\$5,000); (6) Montebello Rotary (\$5,000); (7) Montebello Lions (\$5,000); and (8) Montebello Soroptimists (\$5,000). In making these appropriations, and any additional appropriations to community service organizations/projects on or after adoption of the FY 2024-25 budget, the City Council finds, determines and declares that with respect to each matter: (1) the project and/or organization provides a service for the City that complements or enhances a service that the City may lawfully provide itself; (2) the project and/or organization provides a secondary benefit to the residents of the City within the City's authority; and (3) the project and/or organization provides a specific service to the City that the City could perform, but chooses not to perform or perform fully. City Council hereby approves the contributions described in this section to the projects/organizations listed above or added or amended on June 12, 2024.

SECTION 15. That the City Clerk shall certify and record the adoption of this Resolution and the same shall be in full force and effect unless repealed or superseded.

APPROVED AND ADOPTED THIS 12TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-40 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 12th day of June, 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Citywide (All Funds) Summary
Revenue by Fund
FY 2018-19 - FY 2024-25

Fund #	Fund Description	FY 2019-20 Actuals	FY 2020-21 Actuals	FY 2021-22 Actuals	FY 2022-23 Adopted Budget	2022-23 Actual	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
100	General	48,604,255	67,522,958	73,420,972	68,685,800	96,779,112	73,316,400	76,663,600
200	Highway Users Tax	1,469,626	1,386,509	1,483,659	1,729,200	1,596,664	1,686,400	1,769,715
201	SB1 - Road Maint. & Rehab. (RMRA)	1,160,068	1,181,176	1,274,755	1,403,200	1,389,072	1,528,700	1,628,200
202	SB1 - Transit-State of Good Repairs (STA/SGR)	-	191,693	1,554,134	1,453,000	1,634,045	1,565,000	2,235,700
205	Retirement	13,029,222	15,010,965	14,667,207	14,541,000	16,530,170	15,618,400	16,798,000
210	Prop A - Streets	1,308,604	1,312,714	1,632,172	1,554,900	1,775,815	1,801,000	1,763,900
215	Prop C - Streets	12,109,954	1,090,874	1,348,800	1,286,000	2,564,932	1,484,000	1,465,200
220	Measure R - Streets	8,656,047	813,324	1,005,649	959,900	1,100,605	1,116,000	1,109,700
221	Measure A - Parks	-	-	37,688	1,071,100	260,376	2,104,600	1,908,700
222	Measure M Streets	10,046,163	921,594	1,138,635	1,083,000	1,254,452	1,264,000	1,253,500
223	TDA - Sidewalks	89,696	-	49,373	59,200	46,968	72,100	63,300
225	Metro-Link	-	-	-	-	-	-	-
229	Measure W - SCW	-	914,580	869,375	900,000	834,842	900,000	902,500
230	Drug Enforcement - Asset Forfeitures	712,481	170,933	992,411	501,000	142,629	501,000	500,000
235	Supplemental Law Prop. 72	158,933	156,727	161,285	160,000	165,271	165,000	165,000
240	Justice Assistance Grants (JAG)	1,255	200	181	-	25,943	-	25,000
241	Inmate Welfare Fund	-	17,438	269	-	41	-	-
245	Air Quality Management District Grant (AQMD)	92,379	85,839	81,657	85,000	84,867	83,500	84,500
250	Park Development	486	115	104	-	371	-	-
255	Community Development Block Grants (CDBG)	661,324	690,719	721,551	1,347,500	1,026,160	704,100	633,100
260	HOME funds	47,245	26	174,091	665,800	65,148	2,286,800	1,796,500
262	Cal OES EOC Program	-	-	-	-	-	-	2,211,745
263	Sewer Infrastructure Improvement	-	-	-	-	-	-	2,100,000
264	George Miller Estate Donation	325,000	1,761	1,152	500	3,406	1,000	3,000
265	Grants	3,020,575	2,650,695	2,112,657	375,100	1,418,775	1,410,962	2,147,350
266	Interim Housing Services (CCOGIHS)	-	-	-	-	-	876,000	876,000
267	Cal-ICH- Encampment Res Funding	-	-	-	-	86,831	1,168,774	1,180,774
268	Prop 64 Public Hlth & Sfty	-	-	-	-	-	1,279,000	1,279,000
269	SAFER-Fire	-	-	-	-	-	-	1,883,625
270	Transit Grants	3,490,661	1,872,189	8,768,890	-	8,047,962	-	-
295	Stay Arts Gallery	-	-	-	250,000	-	-	-
300	Prop A Exchange	1,394	-	-	-	-	-	-
310	Golf Course Renovation Project	-	-	-	-	140,400	15,000,000	15,000,000
312	TopGolf Project	-	-	-	-	-	-	-
320	Solar-Roof-HVAC Project	-	-	-	-	-	-	3,000,000
325	Information Technology Upgrades	-	-	-	4,700,000	3,613,179	1,000,000	3,400,000
410	Debt Service (Golf Course/City Hall Bonds)	142,847,323	11,031,528	11,040,008	11,143,000	11,043,353	11,040,800	11,048,400
500	Trust & Agency	250,370	99,324	97,264	120,250	121,756	120,250	135,200
600	Transit	32,210,635	34,358,671	34,158,897	51,283,800	51,119,210	39,373,500	35,161,010
605	Water	2,572,472	2,594,142	2,612,254	2,702,500	16,991,437	-	-
610	Golf	2,893,584	3,470,078	2,952,111	2,504,500	1,654,436	500,000	3,647,000
615	Detention	-	-	-	-	-	-	-
620	Hilton	4,482,116	2,073,794	5,359,743	5,601,000	6,655,126	6,175,000	6,950,000
625	Home2Suites	9,064,121	8,360,802	12,062,484	12,130,000	13,431,144	13,150,000	13,425,000
700	Self Insurance	7,659,496	7,524,399	9,515,322	6,733,400	7,000,616	6,950,400	7,582,000
720	Corporate Shop	-	-	-	-	-	-	-
800	Successor Agency	6,715,018	7,496,314	7,099,286	8,155,670	5,618,003	4,657,000	2,674,050
810	Housing Authority Successor	4,320	-	12,461	10,000	5,579	10,000	5,800
Grand Total		313,684,823	173,002,081	196,406,497	203,195,320	254,228,696	208,909,686	224,476,069



City of Montebello
Citywide (All Funds) Summary
Expenditures by Fund
FY 2018-19 - 2024-25

Fund #	Fund Description	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23		FY 2023-24	FY 2024-25
		Actuals	Actuals	Actuals	Adopted Budget	2022-23 Actual	ADOPTED BUDGET	PROPOSED BUDGET
100	General	59,774,549	69,385,371	66,316,193	67,990,100	80,215,663	72,687,450	76,100,900
200	Highway Users Tax	477,789	916,251	1,241,579	2,357,800	1,886,207	1,128,400	3,254,100
201	SB1 - Road Maint. & Rehab. (RMRA)	6,197	847,938	1,743,445	1,500,900	3,342,453	2,223,400	1,124,100
202	SB1 - Transit-State of Good Repairs (STA/SGR)	-	168,459	610,832	433,100	176,795	23,400	24,100
205	Retirement	11,117,156	11,098,421	11,231,589	11,652,600	12,161,784	12,337,900	13,124,400
210	Prop A - Streets	-	61,742	133,683	679,700	424,073	3,129,800	439,900
215	Prop C - Streets	2,855,065	1,967,247	980,127	1,166,400	775,606	2,427,400	2,296,800
220	Measure R - Streets	2,440,470	4,752,740	1,815,834	1,117,000	1,486,627	2,025,400	2,029,900
221	Measure A - Parks	-	-	37,688	21,000	260,376	1,803,850	1,908,700
222	Measure M Streets	1,740,828	5,141,828	2,398,738	1,083,300	1,743,554	2,603,100	2,826,600
223	TDA - Sidewalks	80,968	56,315	1,785	-	46,547	-	163,300
225	Metro-Link	-	-	-	-	-	-	-
229	Mesure W - SCW	-	700,000	869,375	903,700	817,172	861,900	822,900
230	Drug Enforcement - Asset Forfeitures	487,273	450,343	473,863	1,018,300	892,900	1,476,550	122,900
235	Supplemental Law Prop. 72	296,492	320,338	161,285	257,100	102,585	7,300	232,500
240	Justice Assistance Grants (JAG)	19,988	-	-	-	12,010	-	20,000
241	Inmate Welfare Fund	-	-	16,943	-	-	-	-
245	Air Quality Management District Grant (AQMD)	26,457	494,050	19,134	227,900	19,904	20,800	123,000
250	Park Development	-	-	-	-	-	-	-
255	Community Development Block Grants (CDBG)	625,699	939,720	1,146,146	1,632,400	1,067,439	2,012,500	1,544,100
260	HOME funds	-	7,188	38,764	25,800	63,458	998,250	1,796,600
262	Cal OES EOC Program	-	-	-	-	-	-	2,229,245
263	Sewer Infrastructure Improvement	-	-	-	-	-	-	2,103,500
264	George Miller Estate Donation	-	55,354	73,226	83,200	7,332	83,300	71,500
265	Grants	2,918,536	3,308,714	1,655,519	344,625	1,132,369	1,567,277	2,405,375
266	Interim Housing Services (CCOGIHS)	-	-	-	-	-	857,900	876,000
267	Cal-ICH- Encampment Res Funding	-	-	-	-	74,509	1,168,774	1,180,774
268	Prop 64 Public Hlth & Sfty	-	-	-	-	-	1,279,000	1,255,600
269	SAFER-Fire	-	-	-	-	-	-	1,901,125
270	Transit Grants	5,387,165	2,480,676	2,780,211	4,375,000	1,664,829	-	-
295	Stay Arts Gallery	-	-	-	250,000	-	-	-
300	Prop A Exchange	95,319	31,391	-	-	-	-	-
310	Golf Course Renovation Project	-	-	-	-	13,355,075	15,000,000	15,000,000
312	TopGolf Project	-	-	-	-	10,502,618	-	4,292,300
320	Solar-Roof-HVAC Project	-	-	-	-	2,817,407	-	3,000,000
325	Information Technology Upgrades	-	-	-	4,700,000	3,653,045	1,000,000	2,000,000
400	Debt Service I	-	-	-	-	-	1	-
410	Debt Service	142,811,845	11,051,073	11,046,157	11,043,000	11,967,822	14,548,900	11,056,600
500	Trust & Agency	256,268	1,232,470	306,420	205,000	186,775	205,000	250,000
600	Transit	31,671,371	40,628,675	25,889,252	35,504,650	38,316,736	38,395,050	38,401,700
605	Water	2,364,399	2,296,631	2,343,197	2,467,700	18,683,618	-	-
610	Golf	2,481,440	2,870,419	2,735,237	2,581,960	(10,229,512)	1,466,800	4,350,600
615	Detention	-	-	-	-	-	-	-
620	Hilton	4,739,897	3,367,169	5,088,671	5,241,000	5,944,554	5,902,800	6,144,200
625	Home2Suites	8,602,562	7,993,039	9,782,114	9,278,000	11,157,032	10,027,700	10,718,900
700	Self Insurance	7,402,781	7,971,766	14,959,332	8,344,200	8,838,622	8,374,900	9,138,700
720	Corporate Shop	108,369	-	-	-	-	-	-
725	Equipment Reserve	-	-	-	-	-	1	-
800	Successor Agency	1,957,133	1,652,339	3,440,898	7,884,900	488,964	5,758,300	2,538,500
810	Housing Authority Successor	156,518	41,733	25,083	22,800	300	22,800	300
900	Capital Assets Fund	3,101,792	3,150,468	3,401,001	-	3,771,600	1	-
Grand Total		294,004,326	185,439,868	172,763,321	184,393,135	227,828,848	211,425,904	226,869,719



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

EXHIBIT C

**Supplemental requests, new positions recommended*

***Positions moved from one Department to another*

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Elected						
City Councilmember	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	0.0
Administration						
City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	2.0	1.0	1.0	1.0	0.0
	8.0	11.0	8.0	8.0	8.0	0.0
Finance						
Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Finance	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	0.0	0.0	1.0	1.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	1.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	5.0	6.0	1.0
Lead Finance Technician	0.0	0.0	1.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	8.0	8.0	8.0	0.0
Finance Technician	5.0	5.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	24.0	24.0	26.0	2.0
Fire						
Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	6.0	6.0	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter (Paramedic)	0.0	0.0	0.0	18.0	18.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst*	2.0	2.0	3.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	2.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	2.0	2.0	2.0	0.0
Senior Finance Technician	0.0	0.0	0.0	0.0	1.0	1.0
Senior Administrative Assistant	2.0	2.0	2.0	2.0	2.0	0.0
	76.0	76.0	80.0	98.0	99.0	1.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

EXHIBIT C

**Supplemental requests, new positions recommended*

***Positions moved from one Department to another*

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Human Resources						
Director of Human Resources / Risk Management	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Risk Management	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	1.0	1.0	1.0	0.0	-1.0
Human Resources Manager	1.0	1.0	2.0	2.0	2.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	4.0	4.0	4.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	18.0	15.0	15.0	14.0	-1.0

Planning and Community Development

Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Community Development	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director - Economic Development	0.0	0.0	0.0	0.0	1.0	1.0
Building Official	1.0	0.0	0.0	0.0	1.0	1.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	2.0	3.0	1.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	2.0	0.0
Combination Building Inspector	1.0	0.0	0.0	0.0	1.0	1.0
Buiding Permit Technician	2.0	0.0	0.0	0.0	2.0	2.0
Senior Management Analyst	1.0	1.0	1.0	1.0	2.0	1.0
Management Analyst	2.0	2.0	2.0	2.0	3.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	20.0	28.0	8.0

Police

Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	6.0	7.0	1.0
Police Sergeant	10.0	10.0	10.0	10.0	11.0	1.0
Police Corporal	23.0	23.0	23.0	23.0	24.0	1.0
Police Officer	32.0	32.0	36.0	36.0	38.0	2.0
Police Community Service Officer	0.0	0.0	0.0	0.0	2.0	2.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	107.0	107.0	114.0	7.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

EXHIBIT C

*Supplemental requests, new positions recommended

**Positions moved from one Department to another

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Public Works						
Director of Public Works	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	2.0	1.0	-1.0
Deputy Director	0.0	1.0	1.0	1.0	1.0	0.0
Administrative Manager	0.0	0.0	0.0	0.0	1.0	1.0
Principal Engineer	0.0	1.0	1.0	1.0	0.0	-1.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	0.0
Traffic Engineer	0.0	0.0	1.0	1.0	0.0	-1.0
Building Official	0.0	1.0	1.0	1.0	0.0	-1.0
Combination Building Inspector	0.0	1.0	1.0	1.0	0.0	-1.0
Building Permit Technician	0.0	2.0	2.0	2.0	0.0	-2.0
Public Works Inspector	1.0	1.0	1.0	1.0	0.0	-1.0
Public Works Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	2.0	1.0
Management Analyst	1.0	1.0	1.0	1.0	2.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Assistant	0.0	0.0	0.0	0.0	1.0	1.0
	25.0	45.0	46.0	46.0	42.0	-4.0

Information Technology

Senior Management Analyst	0.0	0.0	1.0	1.0	0.0	-1.0
Public Information Officer	0.0	0.0	2.0	2.0	0.0	-2.0
Senior Administrative Assistant	0.0	0.0	1.0	1.0	0.0	-1.0
Information Systems Manager	0.0	0.0	2.0	2.0	1.0	-1.0
Information Systems Supervisor	0.0	0.0	1.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	3.0	3.0	4.0	1.0
	0.0	0.0	11.0	10.0	6.0	-4.0

Recreation and Community Services

Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Community Services	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	1.0	1.0	1.0	1.0	1.0	0.0
Golf Course Facilities Manager	0.0	0.0	0.0	0.0	1.0	1.0
Recreation Supervisor	0.0	1.0	1.0	2.0	3.0	1.0
Community Services Coordinator	4.0	4.0	5.0	6.0	6.0	0.0
Public Affairs Manager	0.0	0.0	0.0	0.0	1.0	1.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0
Public Information Officer	0.0	0.0	0.0	0.0	2.0	2.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	2.0	1.0
Administrative Assistant	0.0	0.0	0.0	0.0	1.0	1.0
	21.0	11.0	12.0	14.0	22.0	8.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

EXHIBIT C

**Supplemental requests, new positions recommended*

***Positions moved from one Department to another*

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Transportation						
Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	1.0	1.0	0.0
Transit Administration Manager	2.0	1.0	1.0	1.0	1.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Manager	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	4.0	6.0	2.0
Transit Dispatch Supervisor	15.0	15.0	13.0	13.0	13.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	3.0	0.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	1.0	3.0	3.0	3.0	0.0
Management Analyst	3.0	4.0	5.0	5.0	5.0	0.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	0.0
Lead Finance Technician	0.0	0.0	0.0	0.0	1.0	1.0
Finance Technician	3.0	3.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	2.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	4.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	3.0	3.0	3.0	0.0
	204.0	234.0	233.0	233.0	236.0	3.0

Total Full-Time Employees	500.0	547.0	563.0	582.0	602.0	20.0
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Total Full-Time Employees Net Elected	493.0	540.0	556.0	575.0	595.0	20.0
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	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Administration	8.0	11.0	8.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	28.0	8.0
Finance	21.0	22.0	24.0	24.0	26.0	2.0
Fire	76.0	76.0	80.0	98.0	99.0	1.0
Human Resources	14.0	18.0	15.0	15.0	14.0	-1.0
Parks and Recreation	21.0	11.0	12.0	14.0	22.0	8.0
Police	103.0	103.0	107.0	107.0	114.0	7.0
Public Works	25.0	45.0	46.0	46.0	42.0	-4.0
Information Technology	0.0	0.0	11.0	10.0	6.0	-4.0
Transit	204.0	234.0	233.0	233.0	236.0	3.0
	493.0	540.0	556.0	575.0	595.0	20.0



CITY OF MONTEBELLO

General Fund Reserve Policies

Fund balance refers to the difference between assets and liabilities in the City's governmental funds balance sheet. This information is one of the most widely used elements of State and local government financial statements. Financial statement users examine fund balance information to identify the available liquid resources that can be used to pay down unfunded liabilities, finance capital improvements, or enhance the overall financial position of the City.

PURPOSE

The purpose of these policies is to provide guidance on maintaining reasonable levels of reserves in the City's General Fund. In addition, these policies help improve financial reporting by establishing fund balance classifications that create a hierarchy based on the extent to which the City is bound to observe spending constraints that govern how the City can use amounts reported in the governmental fund balance sheet. These policies will also help guide current and future allocation levels to various reserve categories in the General Fund, setting out specific target amounts based on widely used and accepted best practices. As referencing governmental funds, this policy satisfies the requirements of Governmental Accounting Standards Board (GASB) Statement No. 54 and incorporates all previous City Council policies regarding GASB Statement No. 54.

POLICY

It is the policy of the City of Montebello to identify the various classifications of the City's governmental fund balances in its Comprehensive Annual Financial Report (CAFR). These classifications take into consideration the City's long-term infrastructure needs, non-current liabilities, funds necessary to mitigate economic uncertainties, funding that has spending constraints such as grants and fixed assets that will not easily convert to cash. These policies will also increase transparency by clearly designating appropriate reserve levels and categories based on City Council direction and long-term financial planning needs.

The fund balance is a tool the City uses to have an effective long-term financial plan, as well as ensure sufficient liquidity to meet its financial obligations in the short-term.

OBJECTIVES

The City of Montebello's Reserve Policies have two primary objectives:

1. To determine the available liquid resources; and,
2. To provide the information necessary to make informed financial decisions

The fund balance classifications of the City's General Fund are designed to clarify the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent, rather than to simply represent the financial resources available for appropriation.

OVERVIEW

There are three categories of funds per generally accepted accounting principles:

- Governmental Funds: the General Fund, Special Revenue Funds (e.g., State Highway Users Tax), and Capital Projects Funds
- Proprietary Funds: Transit Operations Enterprise Fund
- Fiduciary Funds: Successor Agency (i.e., former Redevelopment Agency)

The GASB 54 classifications only apply to Governmental Funds. For the City of Montebello, these policies will apply only to the General Fund.

The fund balance is only an approximate measure of liquidity or working capital. Therefore, it is necessary for the City to recognize how fund balance is constituted and isolates funds that are needed for longer-term obligations, discern what funds are restricted for specified purposes, and classify those funds that are not available at all. To accomplish this goal, the City's financial statements for governmental funds are comprised of five fund balance categories, as spelled out in GASB Statement No. 54:

- Nonspendable Funds
- Restricted Funds
- Committed Funds
- Assigned Funds
- Unassigned Funds

NON-SPENDABLE AND RESTRICTED FUND BALANCE

The first two classifications are subject to requirements outside the local governing body's control for financial decision making and planning purposes. "Nonspendable" resources are essentially irrelevant because, by their nature, they are not liquid (i.e., land or similar non-cash assets). "Restricted" resources are of no discretionary value given the restrictions placed upon them by a third-party outside of the City's control (i.e., reserve funds required to be set aside by bond documents). Accordingly, this policy will just briefly describe these two classifications.

Nonspendable Funds

Some of the assets that are included in determining the City's fund balance are inherently nonspendable:

- Assets that will never convert to cash, such as prepaid items and inventories
- Assets that will not convert to cash within sixty (60) days from the start of the fiscal year, such as long-term loans receivable, and non-financial assets held for resale
- Assets that must be maintained intact pursuant to legal or contractual requirements, such as an endowment

Restricted Funds

Restricted funds describe the portion of the fund balance that is subject to externally enforceable legal restrictions, these restrictions fall into three (3) categories:

Restrictions are imposed by parties altogether outside the scope of the City's governance:

- Creditors (typically through a debt covenant)
- Grantors (typically State, Federal and other governmental agencies)
- Contributors
- Other governments

Restrictions that arise when the authorization to raise revenues is conditioned upon the revenue being used for a particular purpose:

- Gas taxes must be used for street repair
- Proposition C funds must be used for fixed transit routes
- Proposition A funds must be used for transit programs
- Measure R must be used for local street repair

Long-term loans receivable and non-financial assets that are collected can also be considered Restricted if the collected funds are subject to an externally enforceable restriction on how they can be spent.

PROCEDURES

This section provides a comprehensive protocol on what is legally deemed the unrestricted (or spendable) portion of the General Fund fund balance, and the order in which the classifications are spent. The unrestricted portion of the fund balance is comprised of the General Fund's resources classified as "Committed," "Assigned," or "Unassigned."

UNRESTRICTED (SPENDABLE) FUND BALANCE

Committed Funds

Committed funds describe a portion of the fund balance that is constrained by limitations imposed by the Montebello City Council. The City Council imposed limitation must occur no later than the close of the reporting period (i.e., end of the fiscal year) and remains binding unless removed under the same manner. A commitment is made by City Council adoption of a resolution that states the amount and purpose of the commitment.

This policy requires the commitment to be made as part of the annual budget adoption process (which typically occurs in June of each year). Furthermore, this policy sets out two distinct commitments: Economic Uncertainties Reserve and Unfunded Liabilities Reserve.

Committed Funds – Economic Uncertainties Reserve

This reserve policy establishes a Commitment for Economic Uncertainties equal to an amount calculated as twenty-five percent (25%) of the General Fund's annual operating revenues.

Appropriations from the Economic Uncertainties Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved for emergency situations. Examples of such emergencies include, but are not limited to:

- Reduction in revenue equal to or greater than 20% of adopted General Fund revenues in a given fiscal year
- An unplanned, major, catastrophic event such as a natural disaster requiring expenditures over
- 10% of General Fund adopted appropriations in a given fiscal year
- Unfunded and/or unpredictable State or Federal legislative or judicial mandates
- Any other unforeseen event that causes the City to expend funds in excess of 10% of General
- Fund adopted appropriations in a given fiscal year

Committed Funds – Unfunded Liabilities Reserve

This reserve policy establishes a Commitment for Unfunded Liabilities equal to an amount calculated as five percent (5%) of the General Fund's annual operating revenues.

Appropriations from the Unfunded Liabilities Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds).

Generally, appropriations and access to these Committed funds will be reserved to pay-down unfunded liabilities. Examples of such uses include, but are not limited to:

- Establishment of a Section 115 irrevocable trust to pay-down Other Post-Employment Benefits (OPEB) liabilities
- Making Additional Discretionary Payments (ADP) related to the City's pension plan (i.e., PERS)
- Funding other unfunded liabilities as identified or needed

Assigned Funds

Assigned funds describe the portion of the General Fund reserves that reflect the use of resources by the Montebello City Council intended to provide a means and source of funding for various near-term and long-term needs. Funds can be designated "assigned" to address equipment replacement needs as well as to set-aside funding for unfunded/unprogrammed future capital and/or infrastructure projects.

This policy grants authority to assign funds to the Director of Finance. Assignment of reserves may be modified by the Director of Finance as part of the annual budget process. Use of assigned funds

requires formal action by the City Council to appropriate funds in the appropriate account.

Specifically, this reserve policy establishes assignments for the following short-term and long-term needs, at the various levels specified:

- Equipment/Technology Replacement and Upgrades
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance/Infrastructure Maintenance
- Energy Efficiency Projects
- Self-insured Retention
- Economic Sustainability

Additional assignments can and will be made by the Director of Finance as part of the preparation of the annual Comprehensive Annual Financial Report (CAFR). These assignments generally include reserving funds for deposits, debt service and bond defeasance. The CAFR will include a detailed accounting of all GASB Statement No. 54 fund balance classifications, including all Assigned Funds.

Equipment/Technology Replacement and Upgrade Assignment

An assignment for equipment and/or technology replacement and upgrade needs will be made that is equal to five (5%) of the General Fund's annual operating revenues.

This assignment is intended to be utilized for non-routine or extraordinary equipment replacement needs, and would include not just rolling stock but other equipment such as computers, network and telecom systems, furniture and related equipment, and other critical citywide “equipment” needs.

Capital Improvement (Unfunded/Un-programmed) Assignment

An assignment will be made that is equal to five percent (5%) of the General Fund's annual operating revenues for the purposes of providing funding for any unfunded, unprogrammed or otherwise un-planned capital improvement projects that required a General Fund funding component.

The purpose of this assignment is to provide an auxiliary means of funding capital improvement projects that do not have a dedicated or restricted funding stream (i.e., non-General Fund source of funding).

Deferred Maintenance/Infrastructure Maintenance Assignment

An assignment will be made that is equal to \$1,000,000 for the purpose of providing funding for deferred maintenance on the City's building assets (i.e., City Hall, community centers), sports fields and other related infrastructure items.

The purpose of the Deferred Maintenance/Infrastructure Maintenance assignment is to provide a reserve for deferred maintenance on the City's buildings, sports fields, parks, community centers and other related infrastructure. The Deferred Maintenance assignment could also be utilized to replace items such as equipment in community centers, parks, etc. This assignment could be used to supplement

the Equipment/Technology Replacement and Upgrade assignment for these types of “one-time” furniture and equipment purchases. The amount of this assignment will be evaluated on a regular basis and either decreased or increased based on updated deferred maintenance needs and priorities as well as available fund balance.

This assignment is separate and distinct from the “Capital Improvement” assignment, which is intended to fund capital projects related to roads, sewer systems, rights of way and similar areas.

Insurance – Risk Management Assignment

An assignment will be made that is equal to \$500,000 and is intended to meet the City’s “self-insured retention” for various insurance needs.

The intent of this assignment is to supplement funding in the City’s Self-Insurance Fund (Fund 700) if necessary based on workers compensation and/or liability claims expenditures. This amount will be re-evaluated and adjusted as necessary.

Economic Sustainability Assignment

An assignment will be made equal to \$1,000,000 to fund economic development sustainability efforts within the City of Montebello. Funds can only be appropriated through formal action by the City Council taken approving a specific economic development project, mission or other targeted effort aimed at increasing the City’s sales tax and/or property tax revenue.

The Economic Sustainability assignment would establish a pool of funds that could be utilized to improve the City’s sales tax and/or property tax base. Use of these funds would be controlled through a strategic effort that would require a specific, City Council approved plan for how the funds would be utilized.

Unassigned Funds

The General Fund may have net resources in excess of what is classified in one of the four previous categories (non-spendable, restricted, committed or assigned). This amount is presented as the Unassigned Fund Balance amount. Only the General Fund can report a positive unassigned fund balance. However, all governmental funds can report a negative unassigned fund balance.

This policy dictates that any amount of fund balance will be classified as “unassigned” after funding the Economic Uncertainties Reserve and Unfunded Liabilities Commitments plus the various Assigned reserves made in accordance with the preceding section. This policy allows for “unassigned” funds and places no specific restrictions on their use. In general, the City Council could choose to utilize “unassigned” fund balance for one-time projects or uses in a given fiscal year, such as technology upgrades, infrastructure improvements, economic development efforts, paying down long-term liabilities, or other such uses either not allocated for in this policy or in addition to the reserve policies set forth herein.

Use of Resources

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, the order of allocation of these available funds is first restricted, second committed, third assigned and lastly unassigned amounts.

REPLENISHMENT OF COMMITTED AND/OR ASSIGNED RESERVES

In keeping with the principles discussed in this policy, when either Committed or Assigned funds are utilized for their specific, intended purposes, or the levels fall below the policy levels as described and set forth herein, the City Council will develop a reserve replenishment plan to return the various reserves to their policy levels. This plan will seek to return the Committed and/or Assigned reserves to their policy levels within one (1) to three (3) years, per City Council direction. Furthermore, Unassigned funds will be first utilized to maintain and/or return the Committed and/or Assigned reserves to their policy levels.

SUMMARY

Components of Fund Balance

- Nonspendable Fund Balance
 - Inherently nonspendable
 - Portion of net resources that cannot be spent because of their form
 - Portion of net resources that cannot be spent because they must be maintained intact
- Restricted Fund Balance
 - Externally enforceable limits on use
 - Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments
 - Limitations imposed by law through constitutional provisions or enabling legislation
- Committed Fund Balance
 - Council/Agency self-imposed limitations set in place prior to the end of the fiscal year
 - Limitation imposed at the highest level of decision making that requires formal action at the same level to remove
- Assigned Fund Balance
 - Limitation resulting from intended use
 - Intended use established by Director of Finance
- Unassigned Fund Balance
 - Total fund balance in the General Fund in excess of nonspendable, restricted, committed and assigned fund balance (surplus)
 - Excess of nonspendable, restricted, and committed fund balance over total fund balance (deficit)
- Use of Fund Balance
 - Restricted
 - Committed
 - Assigned



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2024-25 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Via San Clemente Entry Road	CP 918	1,400,000	C
	Bluff Road Slope Stabalization	CP 901	300,000	C
	Bluff Road Slope - Property Research	CP 884	169,000	
	Various Intersection Improvements	CP 851	282,000	C
	ATP Cycle 7 Active Transportation	CP 921	500,000	C
	Yunex Contract (Signal Maint)		280,000	
	Signs, Hardeare, Asphalt		250,000	
	Street Striping		200,000	
			3,381,000	
Proposition A (Fund 210)				
	Garfield / Via Campo Bus Turnout	CP 890	1,309,300	C
	Metrol Local Return Admin Expenses		350,000	
	Capital Reserve - Green Line Station		6,000,000	C
			7,659,300	
Proposition C (Fund 215)				
	Plaza Drive Reconstrucion	CP 917	784,200	C
	Plaza Drive Reconstrucion	CP 918	109,900	
	Various Intersection Improvements	CP 851	609,300	C
	TSSP - Washington Blvd	CP 912	559,800	C
	Paving the Way Debt Service		704,600	
	SGV COG		30,000	
	Gateway COG		30,000	
	Metro Local Return Admin Expense		300,000	
	Nationwide Street Sweeping		334,600	
	Paving the Way Bond Proceeds		11,698,200	C
			15,160,600	
Measure M (Fund 222)				
	Via San Clemente Entry Road	CP 918	175,000	C
	Annual Street Resurfacing - Grind / Overlay	CP 913	977,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	600,000	C
	Annual Street Resurfacing - Slurry Seal	CP 915	150,000	C
	Traffic Signal Maintenance	CP 902	200,000	C
	Paving the Way Debt Service		595,700	
	Metro Local Return Admin Expense		100,000	
	Precision Concrete Cutting		25,000	
	Paving the Way Bond Proceeds		2,214,840	C
			5,037,540	



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2024-25 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Via San Clemente Entry Road	CP 918	175,000	C
	Various Intersection Improvements	CP 851	85,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	582,000	C
	Annual Street Resurfacing - Slurry Seal	CP 915	143,000	C
	Annual Street Resurfacing - HYRAP	CP 916	144,000	C
	Traffic Signal Maintenance	CP 902	200,000	
	Paving the Way Debt Service		532,300	
	Metro Local Return Admin Expenses		250,000	
	Paving the Way Bond Proceeds		1,748,445	C
			3,859,745	
Meausre W (Fund 229)				
	East LA Sustainable Storm Water Project		758,106	
	East LA Sustainable Storm Water Project M&O		36,000	
	ULAR Contribution		26,800	
			820,906	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	Olympic Blvd Street Feasability	CP 905	300,000	C
	Annual Street Resurfacing - HYRAP	CP 916	800,000	C
			1,100,000	
TDA-3 (Fund 223)				
	Annual Street Resurfacing - Grind / Overlay	CP 913	100,000	C
	Precision Concrete Cutting		63,300	
			163,300	
Sewer Infrastructure (Fund 263)				
	Sewer Infrastructure Repair		2,100,000	C
			2,100,000	
HSIPLProject (Fund 265, Grant)				
	Various intersection improvements	CP 851	833,100	C
			833,100	
TOTAL FY 2022-23 CIP BUDGET (New and Carryover)			40,115,491	

"c" = Carryover amount from prior fiscal year/projected not started



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for Topgolf facility
Bluff Road Slope Stabilization	300,000	D/C	Continuing work related to sewer line extension project and repairing slope destabilized by sewer line break
Bluff Road Slope Stabilization - Property Resear	169,000	D/C	Continuing work related to sewer line extension project and repairing slope destabilized by sewer line break
Various Intersection Improvements	282,000	D/C	Minor improvements for intersections citywide, as needed.
ATP Cycle 7 Active Transporttton Program	500,000	D/C	
Yunex Contract (Signal Maint)	280,000	M	Annual signal maintenance contract
Signs, Hardware, Asphalt	250,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	200,000	M	Re-striping streets citywide to ensure safe lane demarcations and other on-road markings
	3,381,000		
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,309,300	ES	Creation of dedicated bus turnout lane on Garfield designed to relieve traffic congestion and assist with Montebello Bus Lines service (carryover funding previously approved)
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	6,000,000	DS/O	"Reserve Fund" for future estiamted expenditures for Green Line Station (carryover funding previously approved)
	7,659,300		
Proposition C (Fund 215)			
Plaza Drive Reconstrucion	784,200	D/C	Complete roadway reconstruction
Plaza Drive Reconstrucion	109,900	D/C	Complete roadway reconstruction
Various Intersection Improvements	609,300	D/C	Minor improvements for intersections citywide, as needed.
TSSP - Washington Blvd	559,800	M	Signal synchronization project coordinated with LA County (carryover funding previously approved)
Paving the Way Debt Service	704,600	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Nationwide Street Sweeeping	334,600	M	
Paving the Way Bond Proceeds	11,698,200	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	15,160,600		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Annual Street Resurfacing - Grind / Overlay	977,000	M	Annual road repair program for grind and overlay (citywide)
Annual Street Resurfacing - Reconstruction	600,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	150,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Precision Concrete Cutting	25,000	M	
Paving the Way Debt Service	595,700	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,214,840	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	5,037,540		
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Various Intersection Improvements	85,000	D/C	Minor improvements for intersections citywide, as needed.
Annual Street Resurfacing - Reconstruction	582,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	143,000	M	Annual slurry seal program for citywide street repair
Annual Street Resurfacing - HYRAP	144,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	532,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,748,445	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	3,859,745		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Meausre W (Fund 229)			
ULAR Contribution	26,800	DS/O	
East LA Sustainable Storm Water Project M&O	36,000	DS/O	
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
	820,906		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Street Feasability	300,000	ES	Study to determine updates/upgrades to Olympic Blvd
Annual Street Resurfacing - HYRAP	800,000	M	Annual slurry seal program for citywide strett repair
	1,100,000		
TDA-3 (Fund 223)			
			Annual road repair program for grind and overlay (citywide)
Annual Street Resurfacing - Grind / Overlay	100,000	M	
Precision Concrete Cutting	63,300	M	
	163,300		
Sewer Infrastructure (Fund 263)			
Sewer infrastruture project	2,100,000	M	
	2,100,000		
HSIP (Fund 265, Grant)			
			Minor improvements for intersections citywide, as needed.
Various Intersection Improvements	833,100	D/C	
	833,100		
	40,115,491		

*Phase Legend:	
ES	Engineering studies
D/C	Design/Construction
M	Maintenance
DS/O	Debt service and other expenses

RESOLUTION NO. 24-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS
FOLLOWS:**

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		\$1,032	-	\$1,032
City Clerk		\$695	-	\$695
City Treasurer		\$695	-	\$695

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	\$135,307	\$168,980
Fire Captain	46	\$103,123	\$128,787
Police Captain	67	\$173,204	\$216,308
Police Lieutenant	61	\$149,354	\$186,522
<i>Police Sergeant*</i>	<i>51*</i>	<i>\$114,387</i>	<i>\$142,854</i>
Senior Fire Inspector	38	\$84,638	\$105,702

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	\$39,366	\$49,163
Administrative Assistant	5	\$37,470	\$46,794
Assistant Engineer	33	\$74,808	\$93,425
Assistant Planner	30	\$69,467	\$86,754
Body Shop Mchanic**	23	\$58,440	\$72,983
Building Inspector	27	\$64,507	\$80,560
Building Maintenance Tradeworker I	13	\$45,653	\$57,014
Building Maintenance Tradeworker II	16	\$49,163	\$61,398
Bus Operator**	20	\$54,267	\$67,772
Business License Technician	12	\$44,540	\$55,624
Combination Building Inspector	37	\$82,574	\$103,123
Community Outreach Specialist	21	\$55,624	\$69,467
Community Risk Reduction Coordinator	32	\$72,983	\$91,146
Community Services Coordinator	13	\$45,653	\$57,014
Court Liaison	12	\$44,540	\$55,624

RESOLUTION NO. 24-41

Page 2 of 7

Custodian	7	\$39,366	\$49,163
Electrician	27	\$64,507	\$80,560
Engineering Technician	22	\$57,014	\$71,203
Finance Technician	16	\$49,163	\$61,398
Fire Engineer	40	\$88,923	\$111,053
Fire Inspector	21	\$55,624	\$69,467
Firefighter	35	\$78,595	\$98,154
Fleet Service Worker**	12	\$44,540	\$55,624
Heavy Equipment Mechanic**	28	\$66,119	\$82,574
Human Resources Technician	27	\$64,507	\$80,560
Lead Finance Technician	24	\$59,901	\$74,808
Maintenance Worker	10	\$42,393	\$52,944
Parking Control Officer	12	\$44,540	\$55,624
Payroll Coordinator	24	\$59,901	\$74,808
Payroll Specialist	23	\$58,440	\$72,983
Permit Technician	18	\$51,652	\$64,507
Plumber	27	\$64,507	\$80,560
Police Community Service Officer	16	\$49,163	\$61,398
<i>Police Corporal*</i>	44*	\$92,230	\$120,178
Police Dispatcher I	22	\$57,014	\$71,203
Police Dispatcher II	27	\$64,507	\$80,560
<i>Police Officer*</i>	41*	\$89,359	\$111,597
Police Records Technician	10	\$42,393	\$52,944
Property & Evidence Technician I	20	\$54,267	\$67,772
Property & Evidence Technician II	23	\$58,440	\$72,983
Public Information Coordinator	24	\$59,901	\$74,808
Public Safety Radio Technician	31	\$71,203	\$88,923
Public Works Inspector	28	\$66,119	\$82,574
Records Coordinator	22	\$57,014	\$71,203
Senior Building Inspector	34	\$76,678	\$95,760
Senior Finance Technician	22	\$57,014	\$71,203
Senior Permit Technician	21	\$55,624	\$69,467
Storekeeper**	18	\$51,652	\$64,507

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	44	\$98,154	\$122,581
Accounting Supervisor	30	\$69,467	\$86,754
Assistant City Manager	77	\$217,369	\$274,464
Administrative Manager	44	\$98,154	\$122,581
Assistant Director of Finance	56	\$132,007	\$164,858
Assistant Director of Fire	54	\$125,646	\$156,915
Assistant Director of Human Resources	56	\$132,007	\$164,858
Assistant Director of Planning and Community Development	55	\$128,787	\$160,837

RESOLUTION NO. 24-41

Page 3 of 7

Assistant Director of Public Affairs	55	\$128,787	\$160,837
Assistant Director of Public Works	54	\$125,646	\$156,915
Assistant Director of Recreation & Community Services	51	\$116,675	\$145,711
Assistant Director of Transportation	54	\$125,646	\$156,915
Assistant Fire Chief	62	\$153,087	\$191,185
Assistant Police Chief	69	\$178,405	\$222,803
Associate Engineer	40	\$88,923	\$111,053
Building Maintenance Supervisor	30	\$69,467	\$86,754
Building Official	49	\$111,053	\$138,690
City Manager	^	\$334,624	\$334,624
Code Enforcement Manager	38	\$84,638	\$105,702
Construction Manager	48	\$108,344	\$135,307
Crime Prevention Supervisor	34	\$76,678	\$95,760
Deputy Director of Public Works	52	\$119,592	\$149,354
Deputy Director of Transportation	52	\$119,592	\$149,354
Deputy Director of Economic Development	52	\$119,592	\$149,354
Deputy Fire Chief	58	\$138,690	\$173,204
Director of Finance	71	\$187,463	\$234,082
Director of Human Resources	71	\$187,463	\$234,082
Director of Planning & Community Development	68	\$174,053	\$217,369
Director of Public Affairs/Information Technology	68	\$174,053	\$217,369
Director of Public Works/City Engineer	72	\$192,222	\$239,934
Director of Recreation & Community Services	67	\$169,808	\$212,067
Director of Transportation	69	\$178,405	\$222,803
Dispatch Supervisor	32	\$72,983	\$91,146
Economic Development Manager	50	\$113,829	\$142,157
Finance Supervisor	32	\$72,983	\$91,146
Finance Manager	44	\$98,154	\$122,581
Fire Chief	74	\$201,848	\$252,081
Fire Marshal	50	\$113,829	\$142,157
Fleet Maintenance Manager	44	\$98,154	\$122,581
Fleet Maintenance Supervisor	33	\$74,808	\$93,425
Fleet Services Manager	42	\$93,425	\$116,675
Fleet Services Supervisor	22	\$57,014	\$71,203
Golf Course Facilities Manager	35	\$78,595	\$98,154
Grants & Project Administrator	36	\$80,560	\$100,608
Housing Manager	48	\$108,344	\$135,307
Human Resources Analyst	34	\$76,678	\$95,760
Human Resources Manager	48	\$108,344	\$135,307
Information Systems Manager	49	\$111,053	\$138,690
Information Systems Supervisor	39	\$86,754	\$108,344
Management Analyst	30	\$69,467	\$86,754
Maintenance Manager	44	\$98,154	\$122,581

RESOLUTION NO. 24-41

Page 4 of 7

Office Manager	27	\$64,507	\$80,560
Park Maintenance Supervisor	30	\$69,467	\$86,754
Planner	35	\$78,595	\$98,154
Planning Manager	49	\$111,053	\$138,690
Police Chief	75	\$206,895	\$258,383
Police Records Supervisor	31	\$71,203	\$88,923
Principal Engineer	52	\$119,592	\$149,354
Principal Risk Officer	59	\$142,157	\$177,534
Public Affairs Manager	35	\$78,595	\$98,154
Public Information Officer	32	\$72,983	\$91,146
Public Safety Radio Supervisor	39	\$86,754	\$108,344
Public Works Inspector	28	\$66,119	\$82,574
Public Works Manager	37	\$82,574	\$103,123
Public Works Superintendent	43	\$95,760	\$119,592
Recreation Manager	35	\$78,595	\$98,154
Recreation Supervisor	29	\$67,772	\$84,638
Revenue Supervisor	30	\$69,467	\$86,754
Risk Management Analyst	30	\$69,467	\$86,754
Risk Manager	50	\$113,829	\$142,157
Senior Deputy City Clerk	39	\$86,754	\$108,344
Senior Economic Development Coordinator	34	\$76,678	\$95,760
Senior Human Resources Analyst	41	\$91,146	\$113,829
Senior Management Analyst	36	\$80,560	\$100,608
Senior Planner	41	\$91,146	\$113,829
Senior Procurement Analyst	33	\$74,808	\$93,425
Social Work Supervisor	40	\$88,923	\$111,053
Street Maintenance Supervisor	32	\$72,983	\$91,146
Superintendent/Facility Manager	38	\$84,638	\$105,702
Transit Administration Manager	45	\$100,608	\$125,646
Transit Assistant Manager	34	\$76,678	\$95,760
Transit Operations Manager	47	\$105,702	\$132,007
Transit Planner	36	\$80,560	\$100,608
Transit Supervisor	26	\$62,933	\$78,595
Warehouse Supervisor	26	\$62,933	\$78,595

^The City Manager's salary is set by separate City Council approved contract.

*Classifications represented by MPOA do not receive the 2.0% increase effective July 2024. The current MPOA MOU expires June 30, 2024. Negotiations are currently underway on a successor MOU. MPOA represented classifications will be updated upon approval of a successor MOU.

**Classifications represented by SMART-TD. A new MOU was approved in May, 2024, and SMART-TD represented classifications are now on the standardized City salary schedule.

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	\$62,933	\$78,595

RESOLUTION NO. 24-41

Page 5 of 7

Code Enforcement Coordinator	10	\$42,393	\$52,944
Code Enforcement Officer	27	\$64,507	\$80,560
Crime Analyst	32	\$72,983	\$91,146
Deputy City Clerk	24	\$59,901	\$74,808
Economic Development Coordinator	26	\$62,933	\$78,595
Field Response Case Coordinator	11	\$43,453	\$54,267
Firefighter/Paramedic Trainee	21	\$55,624	\$69,467
Information Systems Analyst	36	\$80,560	\$100,608
Information Systems Technician	18	\$51,652	\$64,507
Police Trainee	41	\$91,146	\$113,829
Senior Accountant	35	\$78,595	\$98,154
Senior Administrative Assistant	14	\$46,794	\$58,440

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		16.00	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		16.00	20.31
Bus Operator		18.93	20.68
Clerical Assistant		16.00	18.33
Code Enforcement Technician		16.00	16.84
Community Services Aide - SYEP		16.00	16.00
Equipment Service Worker		16.00	19.11
Field Maintenance Worker		16.00	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		16.00	18.33
Intern		16.00	18.33
Lifeguard		16.00	16.64
Maintenance Worker		16.00	20.31
Mechanic's Assistant		16.00	17.49
Park Ranger		16.00	19.30
Parking Control Officer		18.72	21.28
Police Cadet		16.00	19.33
Police Community Services Officer		16.00	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45

RESOLUTION NO. 24-41

Page 6 of 7

Public Works Manager		34.72	42.23
Recreation Leader I		16.00	16.22
Recreation Leader II		16.00	17.79
Recreation Leader III		16.00	18.75
Recreation Leader IV		16.71	20.55
Risk Management Assistant		16.00	21.45
Secretary		16.00	17.90
Senior Lifeguard		16.15	18.27
Senior Project Manager		63.87	77.66
Sports Official		16.00	24.45
Swim Instructor – Lifeguard		17.50	21.00
Transportation Revenue Coordinator		16.00	20.22
Transportation Specialist		16.00	24.45

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect immediately upon ratification.

APPROVED AND ADOPTED THIS 12TH DAY OF JUNE 2024

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-41 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 12th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 24-41

Page 7 of 7

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 Salary Schedule

Effective July 1, 2024

Salary Range - Annually

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$33,946	\$34,794	\$35,664	\$36,556	\$37,470	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393
2	\$34,794	\$35,664	\$36,556	\$37,470	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453
3	\$35,664	\$36,556	\$37,470	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540
4	\$36,556	\$37,470	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653
5	\$37,470	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794
6	\$38,406	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964
7	\$39,366	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163
8	\$40,351	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392
9	\$41,359	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652
10	\$42,393	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944
11	\$43,453	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267
12	\$44,540	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624
13	\$45,653	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014
14	\$46,794	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440
15	\$47,964	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901
16	\$49,163	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398
17	\$50,392	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933
18	\$51,652	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507
19	\$52,944	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119
20	\$54,267	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772
21	\$55,624	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467
22	\$57,014	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203
23	\$58,440	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983
24	\$59,901	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808
25	\$61,398	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678
26	\$62,933	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595
27	\$64,507	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560
28	\$66,119	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574
29	\$67,772	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638
30	\$69,467	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754
31	\$71,203	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923
32	\$72,983	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146
33	\$74,808	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425
34	\$76,678	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760
35	\$78,595	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154
36	\$80,560	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608
37	\$82,574	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123
38	\$84,638	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702
39	\$86,754	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344
40	\$88,923	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053
41	\$91,146	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829
41-POA	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597
42	\$93,425	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675
43	\$95,760	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592
44	\$98,154	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581
44-POA	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178
45	\$100,608	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646
46	\$103,123	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787
47	\$105,702	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007
48	\$108,344	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307
49	\$111,053	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690
50	\$113,829	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157
51	\$116,675	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711
51-POA	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854
52	\$119,592	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354
53	\$122,581	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087
54	\$125,646	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915
55	\$128,787	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837

City of Montebello Salary Schedule

Effective July 1, 2024

Salary Range - Annually

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
56	\$132,007	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858
57	\$135,307	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980
58	\$138,690	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204
59	\$142,157	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534
60	\$145,711	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973
61	\$149,354	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522
62	\$153,087	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185
63	\$156,915	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965
64	\$160,837	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864
65	\$164,858	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885
66	\$168,980	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033
67	\$173,204	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308
67-MEMA	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067
68	\$177,534	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716
68-MEMA	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369
69	\$181,973	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259
70	\$186,522	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940
71	\$191,185	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764
71-MEMA	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082
72	\$195,965	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733
72-MEMA	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934
73	\$200,864	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851
74	\$205,885	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123
74-MEMA	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081
75	\$211,033	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551
75-MEMA	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383
76	\$216,308	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551	\$270,140
77	\$221,716	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551	\$270,140	\$276,893
77-MEMA	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464
78	\$227,259	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551	\$270,140	\$276,893	\$283,815
79	\$232,940	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551	\$270,140	\$276,893	\$283,815	\$290,911
80	\$238,764	\$244,733	\$250,851	\$257,123	\$263,551	\$270,140	\$276,893	\$283,815	\$290,911	\$298,184

**The MOU for MPOA (Sergeant, Corporal and Police Officer Classifications) expires June 30, 2024. Negotiations are ongoing for a successor MOU. Therefore, there will be no changes to those salary ranges applicable to MPOA classifications until after the ratification and approval of a successor MOU. Those salary ranges are noted above and remain unchanged.*

***The MOU representing Directors (MEMA) expires June 30, 2024. Therefore there will be no adjustments to those salary ranges applicable to the job classifications covered by the MEMA MOU.*

CITY OF MONTEBELLO**Administrative Manager****Proposed Salary – Range 41****Job Description**

Under general supervision, this position performs complex technical and difficult administrative work, planning, organizing, and overseeing the operation and maintenance of the Public Works Department, Capital Improvement Projects and budgets. An employee in this class performs a full variety of semiskilled and skilled tasks, which are necessary to maintain fiscal responsibility to the city. This is a supervisory position with responsibility for assigning, supervising, and directing the work of staff assigned to the administrative division including grants and project administration, budget preparation, accounting, payroll, and revenue control.

EXAMPLES OF ESSENTIAL DUTIES

- Assists Department Director by performing detailed administrative analysis.
- Assists the Department Director on administrative issues and procedures; provides professional advice to supervisor.
- Provides supervision, direction, and work coordination for staff assigned to the Public Works Administrative Division including grants and project administration, accounting, payroll, and revenue control.
- Supervises, prepares, and administers budgets, purchases, revenues and expenditures, as well as future projections.
- Lead multiple work streams of procurement transformation (i.e., purchasing, contracts, payables, etc.) to ensure consistency across; vision and strategy; policy, legal, practices and process; technology; and organization.
- Assists in the determination of work procedures, prepares work schedules, and workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Creates the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations.
- Carries out major assignments in conducting the operations of the City by interpreting and implementing management policies and/or operating procedures.
- Develops criteria by which to evaluate program effectiveness and budgetary requirements.
- Maintains, prepares, and interprets highly technical reports and departmental policies to operating divisions.
- Plans, designs, and implements a variety of management information and reporting systems.
- Reviews and makes recommendations on operating programs and procedures.
- Acts as a liaison with regulatory agencies regarding financial and grant administration issues.
- Assures compliance with all Federal, State, and County regulatory requirements.
- Interviews, selects, trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- To supervise professional and clerical staff; direct and plan the work of employees, including determining the techniques to be used by employees.
- Plan, organize, develop, monitor, and supervise the administrative division of the Public Works Department
- Set job performance standards for employees and ensure that standards are met.

Proposed 05/20/2024 DRAFT

- Responsible for employee discipline when necessary.
- Represents the City at conferences and meetings.
- Assists other agencies, groups and individuals in connection with the coordination of departmental activities as needed.
- Performs any other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of Modern principles, practices, and techniques of public administration and accounting.
- Thorough knowledge of budget development, preparation, and administration.
- Knowledge of applicable City, County, State, and Federal laws, codes, and regulations affecting public Works
- Knowledge of grant accounting and administration.
- Knowledge of Principles of local government, organization, and financing.
- Knowledge of Computer applications, especially as related to accounting and grant administration.
- Knowledge of Microsoft Office Suite,
- Ability to think clearly and quickly and to analyze and solve technical problems involving organization and management.
- Ability to make sound analyses and evaluations and effectively present findings.
- Ability to supervise employees.
- Ability to operate computer printer, copy machine, scanner, telephone, and calculator.
- Ability to plan and supervise the work of technical, clerical and maintenance personnel and private contractors as applicable.
- Ability to prepare, maintain and monitor detailed technical and financial records.
- Ability to communicate effectively both verbally and in writing.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation

MINIMUM QUALIFICATIONS

- Five years of progressively responsible and varied professional administrative support experience, preferably with a government agency, including at least three years in a management, supervisory, or administrative function.
- Graduation from an accredited "four" year college or university with major course work in accounting, public administration, finance, or closely related field.
- Masters in Public Administration highly desired

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Incumbents in this classification sit, speak clearly, hear normal voice conversation, see small details, use a calculator, and work on a personal

computer.

The work environment described here is representative of those an employee encounters while performing the essential functions of this job. Incumbents in this classification work in an open office environment.

CITY OF MONTEBELLO

Finance Manager

Proposed Salary – Range 44

Job Description

Under general direction, plans, organizes, oversees, coordinates, and manages the staff and operations of the Finance Department; Performs highly complex professional municipal accounting duties including preparing, monitoring, forecasting, and analyzing financial information.

DEFINITION

DISTINGUISHING CHARACTERISTICS

Incumbents in this class will be responsible for the budgeting and financing functions of the City; provides complex technical support to the Finance Director in areas of expertise; Assists in preparation of the budget and special projects; functions as a member of the Department's management team; and performs related work as required.

EXAMPLES OF DUTIES

Participates in the development and implementation of goals, objectives, policies, and priorities for general finance functions and assigned programs, ensuring compliance with laws, regulations and City policies.

Participates in the development, administration, and oversight of City and department budgets; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding; oversees and develops annual and quarterly revenue projections and estimates used in connection with preparation of annual budgets; researches and monitors new revenue sources.

Participates in annual budget preparation; identifies resource needs; prepares detailed cost estimates with appropriate justifications; submits budget recommendations; monitors expenditures; advises and consults with management on accounting and budgetary concerns; provides information and recommendations as appropriate.

Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.

Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees and Human Resources to correct deficiencies; recommends and implements discipline and termination procedures.

Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work and any technical specifications; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.

Supervises, participates in, and reviews the work of employees maintaining the City's general ledger and chart of accounts and preparing monthly and annual financial statements and schedules; analyzes, prepares, and reviews journal entries; coordinates monthly and annual closing activities, taking action to ensure the accurate processing and timing of all required accounting transactions to present accurate statements of the City's financial position.

Oversees and administers City debt and related tax assessments as appropriate; participates in the bond issuance process; assures compliance with bond covenants, accounting standards, and budgeting requirements.

Maintains stewardship for financial assets and debt; ensures the maintenance of City's liquidity and financial stability.

Manages the City's investment portfolio and ensures compliance with the City's investment policy.

Responds to requests for information and advises City departments, other governmental agencies and the public on City financial and accounting practices, policies, procedures and data.

Prepares and presents staff and agenda reports and other necessary correspondence related to assigned activities and services; presents reports to various commissions, committees, boards and Montebello residents and businesses.

Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.

Serves as a liaison for assigned functions with other City departments, divisions, and outside agencies; provides staff support to commissions, committees, and task forces, as necessary.

Monitors changes in regulations and technology that may affect operations; recommends and implements policy and procedural changes after approval.

Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.

Performs other duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Principles and practices of leadership.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Principles and practices of contract administration and management.
- Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP).
- Principles and practices of general, fund, and governmental accounting including financial statement preparation and methods of financial control and reporting.
- Annual Comprehensive Financial Reporting (ACFR) for municipal agencies.
- Principles and practices of cost accounting.
- Internal control and compliance audit principles, practices, and methods.

- Principles and practices of municipal budgeting.
- Types and sources of municipal revenues and financing.
- City functions and associated financial management and reporting issues.
- Principles and practices of business data processing particularly related to the processing of accounting and financial information, including applicable software packages.
- The operations, requirements, and codes of the City's automated general ledger system.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Methods and techniques of preparing technical and administrative reports, and general business correspondence.
- City and mandated safety rules, regulations, and protocols.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to

- Plan, organize, oversee, and manage the Finance Department staff and operations.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Provide administrative, management, and professional leadership for the department.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Operate a computer and spreadsheet software; analyze and make sound recommendations on complex financial data and operations.
- Plan and evaluate financial programs and make sound recommendations for improvement.
- Understand, interpret, explain, and apply City, state, and federal laws regulating financial accounting, reporting, and record keeping.
- Understand and accurately use the City's Chart of Accounts and schedules of rates and fees.
- Develop and implement financial procedures and controls.
- Perform complicated mathematical calculations and analyses.
- Prepare clear, concise, and comprehensive reports, correspondence, financial statements, policies, procedures, and other written materials.
- Make clear, concise, and persuasive presentations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Effectively represent the division and the City in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with individuals.
- Direct the establishment and maintenance of a variety of filing, record-keeping, and tracking systems.

- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

And

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in accounting, finance, business administration, or a related field.

Work Background:

Six (6) years of increasingly responsible experience in the management of public finance, of which three (3) years should be in a management or supervisory capacity.

CITY OF MONTEBELLO

Golf Course Facilities Manager

Proposed Salary – Range 35

Job Description

Under general supervision, this position performs complex technical and difficult administrative work, planning, organizing, and overseeing the operation and maintenance of the municipal golf course, special projects and budgets. An employee in this class performs a full variety of semiskilled and skilled tasks, which are necessary to properly maintain public golf courses. Assignments involve oversight of fieldwork requiring considerable knowledge of various methods of specialized turf maintenance and proper operation of mechanized mowing, irrigation, and fertilization equipment. This position is responsible for supervising contracted staff, complex fiscal control, and any other related work as required, communicating any recommended actions to the Recreation Department Director.

EXAMPLES OF ESSENTIAL DUTIES

- Supervision of the golf course to achieve goals within available resources; plans and organizes workloads and coordinates schedules for operation of the golf course
- Trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- Creates the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations.
- Coordinates Golf Division activities with other departments and agencies as needed; maintains necessary operating records.
- Frequently inspects the golf course and related areas to evaluate how well management standards are being achieved and to effect changes in management programs.
- Responsible for inventory control and oversees the equipment maintenance programs.
- Assists in the determination of work procedures, prepares work schedules, and workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations. • Provides professional advice to supervisors; makes presentations to supervisors, boards, commissions, civic groups and the general public.
- Supervises, prepares and administers budgets, purchases, revenues and expenditures, as well as future projections.
- Supervises the collection and receipt of fees and concession revenues for the golf course.
- Maintains and prepares a variety of reports and records.
- Develops and recommends standard operating procedures and rules and regulations for the public and enforces same.
- Evaluates the work performance of contracted and/or City golf employees.
- Recommends disciplinary action, hiring and termination for City employees assigned to the Golf Division.
- Oversees functions and operations of GolfNow and point-of-sale computer systems.
- Performs any other related duties as required or assigned.

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of the principles, methods, materials, and equipment used in the maintenance and repair of golf courses.

- Considerable knowledge of the various types, application, storage requirements and effects of pesticides, insecticides, fungicides, and herbicides.
- Knowledge of operational characteristics and occupational hazards associated with landscape maintenance.
- Knowledge of U.S.G.A. Golf Course specifications.
- Knowledge of OSHA and EPA laws and regulations.
- Knowledge of agronomy and turfgrass management practices.
- Knowledge of golf facility construction principles, practices, and methods.
- Knowledge and a thorough understanding of the rules and strategies of the game of golf.
 - Knowledge of current federal, state, and local laws and regulations affecting the management of golf course operations.
- Knowledge of employment, safety and environmental stewardship standards, laws, and regulations.
- Knowledge of Microsoft Office Suite,
- Ability to operate computer printer, copy machine, scanner, telephone, and calculator.
- Ability to safely operate a motor vehicle.
- Ability to plan and supervise the work of technical, clerical and maintenance personnel and private contractors as applicable.
 - Ability to prepare, maintain and monitor detailed technical and financial records.
 - Ability to communicate effectively both verbally and in writing.
- Ability to serve the public and fellow employees with honesty and integrity in full accord with the letter and spirit of all city ethics and conflicts of interest policies.
- Ability to establish and maintain effective working relationships with the general public, co-workers, city officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation
- Skill in the use of various close tolerance mowing and spraying equipment, maintenance equipment and golf cart fleet.

MINIMUM QUALIFICATIONS

- Ten years golf course management experience
- experience in a public owned course in Southern California is desired
- prior experience supervising the maintenance and operation of golf courses
- A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is frequently required to stoop, reach, stand, walk, lift, pull, push, grasp, talk, hear, see and use repetitive motions. The employee may frequently lift and/or move up to 20 pounds. The position requires the individual to meet multiple demands from several people and interact with the public and other staff. The employee frequently works in outside weather conditions and is frequently exposed to hot, wet and/or humid conditions, airborne particles, animals/insects, dust, vapors, fumes, and poisons.

CITY OF MONTEBELLO

Lead Finance Technician

Proposed Salary – Range 24

Job Description

DEFINITION

Under general supervision, oversee daily general accounting and booking operations in the Finance department. In a lead role, perform a variety of difficult technical accounting work and statistical recordkeeping assignments related to the preparation, processing, and maintenance of City financial data, reports and funds; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class may be assigned to Payroll, Purchasing, Accounts Payable, Accounts Receivable or other general accounting duties in the Finance Department, as determined by the needs of the Department.

EXAMPLES OF DUTIES

Perform routine accounting work; verifies, categorizes, posts and reconciles revenue and expenditures to proper accounts.

Compiles, analyzes and prepares financial reports, schedules and summaries for various City funds.

Performs preliminary review and approves weekly warrant package; Reviews for correct account numbers, proper documentation, valid payment authorization, correct vendor name and addresses, completeness, and compliance with City policies.

Oversees printing of Warrant Register; Prepares resolutions and staff report for City Council.

May provide general assistance in budget development and administration; audits contracts, purchase orders, vouchers and CalPers compensation reporting, maintains accounting and budget documents for capital improvements projects.

Maintains computerized spreadsheets; keeps records of City-owned or leased equipment; Participates in year-end fixed asset capitalization process; assists with annual closing of ledgers and reconciliations.

Performs assigned accounting activities with requisite data processing system and reporting; Coordinates accounting and financial analysis with City Departments; Prepares memos and letters for both internal and external correspondence;

Processes and maintains payroll records; Inputs and reviews the accuracy of time cards; Prepares and calculates taxes, payroll deductions, retroactive pay, taxable fringe benefits; Coordinates and transmits direct deposits and deferred compensation deductions and deposits; Prints and distributes AP checks and payroll checks; Coordinates wage reporting or levies and garnishments with other governmental agencies including the Internal Revenue Service (IRS), the Employment Development Department (EDD), the Franchise Tax Board (FTB), the Public Employees Retirement System (CalPERS) and any other associated retirement benefit providers; Assists in the administration of the City's 401(a)h and 457 plans; Processes year end W-2s; 1095 and 1099 reporting; Completes payroll, accounting and any other adjustments as necessary.

Provides operational supervision to lower level accounting staff in assigned areas; Provides technical guidance and training. Coordinates workload and distribution of assignments and projects; Assists in preparing performance evaluations of lower level staff in assigned areas.

Monitors operations and identifies potential improvements in service delivery methods; Oversees the City's encumbrance system; Researches and reconciles purchase orders in the encumbrance system, making adjustments and closing purchase orders as needed; Assists departments with questions regarding assigned areas.

Reviews accounts payable invoices for processing at year-end; Assign to appropriate fiscal year; Maintains documentation for audit; Prepares year-end warrant schedule; Maintains master signature authority listing; Monitors weekly accounts payable postings to the General Ledger; Processes void warrants, and monitors pay requests; Coordinates the Purchasing Card program; Transmits weekly Positive Pay and Direct Deposit files to City's bank.

Provides assistance and training to other city personnel regarding assigned account/bookkeeping tasks and Finance policies; Provides assistance to the public as needed; Provides support for independent audits.

Compiles data and prepares various reports and schedules; Utilizes a variety of computer databases. Utilizes computerized spreadsheet applications; Prepares and provides financial charts, graphs, information, statistical reports and statements as requested.

Maintains knowledge of City policies and procedures; basic governmental accounting principles; and City's automated information systems.

Coordinates with other City departments on finance-rated issue and performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of record-keeping, payroll processing, Accounts Payable or routine accounting procedures and internal controls.
- Policies and procedures of an assigned specialized area of the City's financial and account record-keeping systems.
- Laws and regulations affecting the area of assignment.
- Financial analysis and research techniques.
- Preparation of financial statements and financial reports and schedules
- Solid understanding and knowledge of the use of financial and data processing systems
- Modern office methods, practices, and procedures

And

Ability to

- Understand, interpret and apply City's policies and procedures.
- Perform a wide variety of specialized financial and statistical record-keeping assignments.
- Lead, motivate and train lower level staff.
- Prepare and maintain complex records, information, and reports.
- Use data processing terminals, software and equipment for imputing financial data and generating reports.
- Make arithmetical calculations quickly and accurately.
- Use standard office equipment such as computers, calculators, scanners and copiers.
- Interpret the City Memoranda of Understanding (MOU) related to payroll.
- Interpret and apply the terms of vendor contracts.

- Provide information to others concerning payroll or financial records.
- Effectively represent the functions of the Department with concerned individuals and other governmental agencies.
- Communicate effectively orally and in writing.

And

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Graduation from high school or G.E.D., supplemented by courses in general and governmental accounting, bookkeeping, finance, taxes and related areas is desirable.

Work Background:

Five years of progressively responsible work experience in the area of finance, banking, accounting and administration.

CITY OF MONTEBELLO

Public Affairs Manager

Proposed Salary – Range 35

Job Description

Under general direction, plans, develops, implements, and organizes comprehensive communication, branding, crisis communications and marketing strategies for the City of Montebello's many Departments; plans, designs, writes, edits, and produces public informational materials, community outreach campaigns, and online content; coordinates efforts with community groups, City departments, and a variety of committees to foster community support for department operations and activities; plans organizes, promotes and increases awareness of law enforcement operations, services, events, and programs; and performs related work as assigned.

ESSENTIAL DUTIES:

- Plans, develops, implements, and organizes the City's communications, public information, public relations, and community outreach strategies and activities;
- Advises staff on communication strategies and implementation;
- Develops and administers the implementation of goals, objectives, policies, procedures and work standards for the section;
- Facilitates programs for citizens designed to achieve a greater level of participant understanding of public policy and programs;
- Selects and appoints Division staff and provides for their morale, productivity, and professional development;
- Develops and administers marketing information for staff, community organizations, and general media inquiries;
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures;
- Coordinates, trains and aligns inter-departmental program functions to ensure consistent communication and engagement;
- Develops short- and long-range planning to meet current and future marketing, event, outreach, and engagement needs;
- Plans, coordinates, and conducts events, presentations, and educational programs with the community;
- Collaborates with City staff, departments and divisions to communicate and market programs and services;
- Represents the department effectively in meetings with commissions, community groups, city council, the media, and the public;
- Provides guidance to staff on communicating difficult and complex matters;
- Directs and recommends the selection and the purchase of materials, equipment, and contractual services;
- Develops strategies for existing program expansion;
- Administers and maintains the City's website and social media accounts;

- Oversees the production of all written material, media and graphics posted on the department website and media accounts; develops, reviews, edits, and authorizes content;
- Prepares and presents comprehensive analytical and statistical reports that present and interpret data, identify alternatives, and present and justify conclusions, forecasts, and recommendations based on data summaries and other findings.

Minimum Qualifications

Training & Experience:

- A Bachelor's Degree from an accredited college or university in communications, public relations, marketing, journalism, public relations, or a closely related field; **AND**
- Four (4) years of increasingly responsible program experience, including experience in employee supervision and program development and implementation. **OR**
- An equivalent combination of training, education, and experience, which will provide the capabilities to perform the described duties.

Knowledge of:

- Marketing and brand management principles, photography, advertising, target clients, community assets and events, graphic design, production, and printing techniques;
- Practices of public administration; organization and operation of municipal government;
- Methods and techniques of social media use; principles, trends, methods, and techniques used in customer service, public relations, public information, and program education and promotion;
- Principles and practices of leadership, motivation, team building, and conflict resolution;
- Methods of program evaluation, policies, and operational needs related to area of assignment;
- Principles and practices of supervision, training, and personnel management;
- Principles and practices of public relations, including understanding of requirements of various media;
- Techniques and methods used in development and evaluation of communications;
- Advanced principles in the applications business writing including spelling, grammar, and punctuation;
- Event planning from idea conception to publicizing, to event execution;
- Organization, services, and functions of municipal government; and
- Principles and practices of public speaking.

Ability to:

- Provide professional leadership and direction in matters involving marketing, branding, and public relations;
- Positively represent the City of Montebello by coordinating and assisting in marketing efforts, special events, branding, department initiatives, and public relations;
- Communicate effectively both orally and in writing;
- Coordinate multiple activities with conflicting deadlines;

- Obtain, analyze, evaluate, and draw logical conclusions from relevant data.
- Update and maintain various website and/or social media;
- Organize and prioritize multiple timelines and project schedules in an effective and timely manner;
- Exercise tact, diplomacy and political acumen in dealing with sensitive political, public policy, and community situations;
- Create a cohesive and comprehensive approach to marketing and branding;
- Utilize computer systems and related software program including word processing, spreadsheet, database, and graphics applications;
- Plan, organize, develop, and implement marketing strategies aimed at promoting the department's public image between various internal and external stakeholders, such as City staff, City Council, citizens, and media outlets; and
- Establish and maintain effective working relationships with clients, media representatives, community organizations, staff, and volunteers.

Licenses, Certificates, and Special Requirements:

- Possession of a valid California Class "C" driver's license.

Physical Conditions or Special Working Conditions:

- Standard office environment and working conditions;
- Must be able to drive a vehicle for work-related events and duties as assigned;
- May include nights, weekends, and holidays.

Distinguishing Characteristics

The Public Affairs Manager is a single incumbent class that functions as a program leader within the Police Department, responsible for marketing, brand management, crisis management and public information requests and communications.

TRANSIT PLANNER

DEFINITION

Under the general supervision of the Operations Manager, this position is responsible for performing technical, professional, and analytical work related to transit service planning and scheduling. This position will analyze route performance, develop and implement master service plans, develop Operator forecasts, compose technical, regulatory reports, maintain an active repository of stops and amenities, and conduct public outreach related to service changes.

MANAGEMENT RESPONSIBILITY

Receives general direction from management personnel. May exercise supervision over assigned staff

EXAMPLES OF DUTIES

Assists with developing plans for fixed-route transit service, including evaluating system performance, and making recommendations for change as needed to provide safe and reliable service; Applies knowledge of databases to track, maintain and update inventory of bus stops, geo-coordinates, amenities, and use reasoning skills to identify and correct data as needed; Conducts interagency review of transportation plans; reviews and comments on proposed land use developments or road projects to promote the incorporation of pro-transit policies and measures; Coordinate printing and review of schedule data for passenger information panels posted at bus stops, conduct field work as needed to ensure information is correctly displayed, and conduct field assessments at bus stops; Collects and summarizes feedback from bus operators and passengers and make appropriate recommendations; Assists with creation of fixed route bus schedules, run cuts and route changes, including exporting data from scheduling software systems and interface with other systems such as automatic passenger counters, vehicle location systems and other transit technology; Assists with coordination of public outreach events, including set up, speaking with members of the public, working with internal staff and transit guides to disseminate information to the public; Reads and analyze demographic and geographic data, apply spatial data analysis skills to graphically display ridership and demographic trends, and communicate trends; Collects and record ridership and other service data using appropriate software to prepare reports as required; Monitors and evaluates on-time performance data, propose schedule adjustments as needed; Initiates and performs research and document findings, makes written recommendations including maps and graphics to display concepts; Researches complaints, problems and prepare responses for management, including composing correspondence; Provides support for Paratransit Operations, including preparing reports, researching contract compliance, analyzing ridership and performance data and other duties as required; and Performs related duties as assigned.

TRANSIT PLANNER SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license.

EMPLOYMENT STANDARDS

The desired candidate will possess the following:

- Knowledge of transit service planning principles
- Strong quantitative, analytical, and problem-solving skills
- Excellent verbal and written communication skills, interpersonal skills, and visual communication and presentation skills
- Strong organization skills with the ability to prioritize multiple tasks and balance competing deadlines
- Ability to work independently and in a team
- Proficient in Microsoft Office (Excel, Word, PowerPoint, SharePoint, Access)
- Experience with ESRI ArcGIS, Tableau, Power BI, R, Python, Adobe InDesign, Adobe Illustrator.

and

Ability to:

- Analyze operating data, identify issues and recommend appropriate solutions.
- Work independently, self-starter, using strong organizational and time management skills.
- Ability to learn to use a scheduling software system
- Establish and maintain cooperative relationships with those contacted during work.
- Develop, read, and interpret rules, policies, and procedures.
- Operate standard office equipment.
- Maintain tact, poise, and professional demeanor in the workplace and public.
- Prepare reports and presentations.
- Interpret, explain, apply, and enforce various laws, rules, and regulations.
- Effectively represent the functions of the Department with constituents, community organizations, and other governmental agencies.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

A Bachelor's Degree from an accredited college or university in Planning, Transportation Planning, Geography, Environmental Science, or related field; AND a minimum of (1 year) of professional experience. A Master's Degree from an accredited college or university in Planning, Transportation Planning, Geography, Environmental Science, or related field may substitute for experience. OR;

A combination of related education and professional experience conducting transit/transportation planning or scheduling may substitute for education on a year-for-year basis, depending on the type of experience.

04/27/2022

RESOLUTION NO. 24-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, ESTABLISHING AN
APPROPRIATIONS LIMIT IN ACCORDANCE WITH CALIFORNIA
GOVERNMENT CODE, SECTION 7910**

RECITALS

WHEREAS, Article XIII-B of the California State Constitution, informally known as the “Gann Appropriations Limit,” provides limits regarding the total amount of appropriations in any fiscal year from “The Proceeds of Taxes;” and,

WHEREAS, The Article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes; and,

WHEREAS, Section 7910 of the Government Code, added in 1980 by the State Legislature, provides that “each year the governing body of each local jurisdiction shall by resolution establish its appropriations limit for the following year.”

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

SECTION 1. The Fiscal Year 2023-24 appropriations limit was \$61,605,197.

SECTION 2. The Fiscal Year 2024-25 appropriations limit is \$64,039,578 calculated as shown on the worksheet attached hereto and known as Exhibit C1.

SECTION 3. The Fiscal Year 2024-25 appropriations subject to the above limit are \$44,121,724 and is within the limit calculated as shown on Exhibit C2.

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

APPROVED AND ADOPTED THIS 12TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

RESOLUTION NO. 24-xx

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk
Attorney

Arnold M. Alvarez-Glasman, City

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-42 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 12th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

**City of Montebello
Gann Liimit Calculation
EXHIBIT C1**

	<u>AMOUNT</u>
A. LAST YEAR'S LIMIT	<u>61,605,197</u>
B. ADJUSTMENT FACTOR	
1. Population %	100.32
2. Inflation %	103.62
Total Adjustment %	103.95
C. ANNUAL ADJUSTMENT \$	2,434,381
D. OTHER ADJUSTMENTS:	
Lost Responsibility (-)	
Transfer to Private (-)	
Transfer to Fees (-)	
Assumed Responsibility (+)	
Sub-total	-
E. TOTAL ADJUSTMENTS	<u>2,434,381</u>
F. THIS YEAR'S LIMIT	<u><u>64,039,578</u></u>

**City of Montebello
Gann Liimit Calculation
Appropriations Subject to Limitation, EXHIBIT C2**

	<u>AMOUNT</u>
A. PROCEEDS OF TAXES	44,121,724
B. EXCLUSIONS	0
C. APPROPRIATIONS SUBJECT TO LIMITATION	<u>44,121,724</u>
D. CURRENT YEAR LIMIT	64,039,578
E. OVER/(UNDER) LIMIT	<u>(19,917,854)</u>



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2024-25 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Via San Clemente Entry Road	CP 918	1,400,000	C
	Bluff Road Slope Stabalization	CP 901	300,000	C
	Bluff Road Slope - Property Research	CP 884	169,000	
	Various Intersection Improvements	CP 851	282,000	C
	ATP Cycle 7 Active Transportation	CP 921	500,000	C
	Yunex Contract (Signal Maint)		280,000	
	Signs, Hardeare, Asphalt		250,000	
	Street Striping		200,000	
			3,381,000	
Proposition A (Fund 210)				
	Garfield / Via Campo Bus Turnout	CP 890	1,309,300	C
	Metrol Local Return Admin Expenses		350,000	
	Capital Reserve - Green Line Station		6,000,000	C
			7,659,300	
Proposition C (Fund 215)				
	Plaza Drive Reconstrucion	CP 917	784,200	C
	Plaza Drive Reconstrucion	CP 918	109,900	
	Various Intersection Improvements	CP 851	609,300	C
	TSSP - Washington Blvd	CP 912	559,800	C
	Paving the Way Debt Service		704,600	
	SGV COG		30,000	
	Gateway COG		30,000	
	Metro Local Return Admin Expense		300,000	
	Nationwide Street Sweeping		334,600	
	Paving the Way Bond Proceeds		11,698,200	C
			15,160,600	
Measure M (Fund 222)				
	Via San Clemente Entry Road	CP 918	175,000	C
	Annual Street Resurfacing - Grind / Overlay	CP 913	977,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	600,000	C
	Annual Street Resurfacing - Slurry Seal	CP 915	150,000	C
	Traffic Signal Maintenance	CP 902	200,000	C
	Paving the Way Debt Service		595,700	
	Metro Local Return Admin Expense		100,000	
	Precision Concrete Cutting		25,000	
	Paving the Way Bond Proceeds		2,214,840	C
			5,037,540	



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2024-25 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Via San Clemente Entry Road	CP 918	175,000	C
	Various Intersection Improvements	CP 851	85,000	C
	Annual Street Resurfacing - Reconstruction	CP 914	582,000	C
	Annual Street Resurfacing - Slurry Seal	CP 915	143,000	C
	Annual Street Resurfacing - HYRAP	CP 916	144,000	C
	Traffic Signal Maintenance	CP 902	200,000	
	Paving the Way Debt Service		532,300	
	Metro Local Return Admin Expenses		250,000	
	Paving the Way Bond Proceeds		1,748,445	C
			3,859,745	
Meausre W (Fund 229)				
	East LA Sustainable Storm Water Project		758,106	
	East LA Sustainable Storm Water Project M&O		36,000	
	ULAR Contribution		26,800	
			820,906	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	Olympic Blvd Street Feasability	CP 905	300,000	C
	Annual Street Resurfacing - HYRAP	CP 916	800,000	C
			1,100,000	
TDA-3 (Fund 223)				
	Annual Street Resurfacing - Grind / Overlay	CP 913	100,000	C
	Precision Concrete Cutting		63,300	
			163,300	
Sewer Infrastructure (Fund 263)				
	Sewer Infrastructure Repair		2,100,000	C
			2,100,000	
HSIPLProject (Fund 265, Grant)				
	Various intersection improvements	CP 851	833,100	C
			833,100	
TOTAL FY 2022-23 CIP BUDGET (New and Carryover)			40,115,491	

"c" = Carryover amount from prior fiscal year/projected not started



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for Topgolf facility
Bluff Road Slope Stabilization	300,000	D/C	Continuing work related to sewer line extension project and repairing slope destabilized by sewer line break
Bluff Road Slope Stabilization - Property Resear	169,000	D/C	Continuing work related to sewer line extension project and repairing slope destabilized by sewer line break
Various Intersection Improvements	282,000	D/C	Minor improvements for intersections citywide, as needed.
ATP Cycle 7 Active Transporttton Program	500,000	D/C	
Yunex Contract (Signal Maint)	280,000	M	Annual signal maintenance contract
Signs, Hardware, Asphalt	250,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	200,000	M	Re-striping streets citywide to ensure safe lane demarcations and other on-road markings
	3,381,000		
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,309,300	ES	Creation of dedicated bus turnout lane on Garfield designed to relieve traffic congestion and assist with Montebello Bus Lines service (carryover funding previously approved)
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	6,000,000	DS/O	"Reserve Fund" for future estiamted expenditures for Green Line Station (carryover funding previously approved)
	7,659,300		
Proposition C (Fund 215)			
Plaza Drive Reconstrucion	784,200	D/C	Complete roadway reconstruction
Plaza Drive Reconstrucion	109,900	D/C	Complete roadway reconstruction
Various Intersection Improvements	609,300	D/C	Minor improvements for intersections citywide, as needed.
TSSP - Washington Blvd	559,800	M	Signal synchronization project coordinated with LA County (carryover funding previously approved)
Paving the Way Debt Service	704,600	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Nationwide Street Sweeeping	334,600	M	
Paving the Way Bond Proceeds	11,698,200	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	15,160,600		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Annual Street Resurfacing - Grind / Overlay	977,000	M	Annual road repair program for grind and overlay (citywide)
Annual Street Resurfacing - Reconstruction	600,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	150,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Precision Concrete Cutting	25,000	M	
Paving the Way Debt Service	595,700	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,214,840	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	5,037,540		
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for Topgolf facility
Various Intersection Improvements	85,000	D/C	Minor improvements for intersections citywide, as needed.
Annual Street Resurfacing - Reconstruction	582,000	M	Annual road repair program for complete reconstruction of selected streets (citywide)
Annual Street Resurfacing - Slurry Seal	143,000	M	Annual slurry seal program for citywide street repair
Annual Street Resurfacing - HYRAP	144,000	M	Annual slurry seal program for citywide street repair
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	532,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,748,445	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds, to be programmed for citywide street paving and repair
	3,859,745		



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Detailed Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Meausre W (Fund 229)			
ULAR Contribution	26,800	DS/O	
East LA Sustainable Storm Water Project M&O	36,000	DS/O	
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
	820,906		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Street Feasability	300,000	ES	Study to determine updates/upgrades to Olympic Blvd
Annual Street Resurfacing - HYRAP	800,000	M	Annual slurry seal program for citywide strett repair
	1,100,000		
TDA-3 (Fund 223)			
			Annual road repair program for grind and overlay (citywide)
Annual Street Resurfacing - Grind / Overlay	100,000	M	
Precision Concrete Cutting	63,300	M	
	163,300		
Sewer Infrastructure (Fund 263)			
Sewer infrastruture project	2,100,000	M	
	2,100,000		
HSIP (Fund 265, Grant)			
			Minor improvements for intersections citywide, as needed.
Various Intersection Improvements	833,100	D/C	
	833,100		
	40,115,491		

***Phase Legend:**

ES	Engineering studies
D/C	Design/Construction
M	Maintenance
DS/O	Debt service and other expenses



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Gas Tax (Fund 200)			
Via San Clemente Entry Road	1,400,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Bluff Road at Beach Street Slope Stabilization	300,000	ES	Preliminary engineering for the restoration of the slope erosion related to the Beach Street Storm Drain. The storm drain was replaced last year upstream of the intersection of Bluff Road and Beach Street, along Beach Street. A temporary outlet down the slope into the County's Spreading Grounds was constructed. A permanent storm drain outlet needs to be constructed following the restoration of the eroded slope. Coordination with LA County Public Works is required for a permit issuance.
Various Intersection Improvements	282,000	D/C	Local Match for HSIP Cycle 7 Grant.
Yunex Contract (Signal Maint)	280,000	M	Annual Traffic signal maintenance and repair services (Yunex Contract)
Signs, Hardware, Asphalt	250,000	M	As-needed replacement of road signs citywide, patching/repairing roads and other required preventative maintenance work
Street Striping	200,000	M	Re-striping streets at various locations citywide to restore existing striping and ensure safe lane demarcations and other on-road markings
Bluff Road Property Determination Survey Scope	169,000	D/C	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. It consists mostly of a dilapidated chain link fence. The project proposes the replacement of the existing fence with a wrought iron fence that will result in aesthetic and safety improvements in the community. Approved by City Council on 4/24/24
ATP Cycle 7 - LAMTA Active Transportation Program	500,000		The Active Transportation Program (ATP) is to encourage increased use of active modes of transportation, such as biking and walking. Increase the safety and mobility of non-motorized users. Approved by City Council 3/27/24.
	3,381,000		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Proposition A (Fund 210)			
Garfield / Via Campo Bus Turnout	1,309,300	D/C	Improvements along Via Campo and Garfield Avenue between State Route 60 and Via San Clemente, the improvements consist of widening Garfield Avenue for the creation of a dedicated bus turnout lane to eliminate the conflict between the buses stopping at the bust stop and vehicular traffic flow sharing the same driving lane (carryover funding previously approved)
Metrol Local Return Admin Expenses	350,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Capital Reserve - Green Line Station	6,000,000	DS/O	"Reserve Fund" for future estimated expenditures for Green Line Station (Carryover fund previously approved)
	7,659,300		
Proposition C (Fund 215)			
Plaza Drive Reconstrucion	784,200	D/C	Reconstruction of deteriorated asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard, including removal of existing asphalt pavement section and construction of new asphalt and road base with minor sidewalk repairs. Approved by the City Council on 2/8/23.
Plaza Drive Reconstrucion	109,900	D/C	Reconstruction of deteriorated asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard, including removal of existing asphalt pavement section and construction of new asphalt and road base with minor sidewalk repairs. Approved by the City Council on 5/22/24.
Nationwide Street Sweeping	334,600	M	City-wide Street Sweeping
Various Intersection Improvements	609,300	D/C	Local Match for HSIP Cycle 7 Grant.
Paving the Way Debt Service	704,600	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
SGV COG	30,000	DS/O	Annual Council of Government dues payment
Gateway COG	30,000	DS/O	Annual Council of Government dues payment
Metro Local Return Admin Expense	300,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	11,698,200	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Wilcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
TSSP -- Washington Blvd	559,800		Signal synchronization project coordinated with LA County (carryover funding previously approved)
	15,160,600		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure M (Fund 222)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Annual Street Resurfacing - Grind / Overlay	977,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Reconstruction	600,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	150,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance (i.e. equipment replacement)
Paving the Way Debt Service	595,700	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expense	100,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	2,214,840	D/C	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Willcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
Precision Concrete Cutting	25,000	M	Sidewalks are an important component of the public transportation network. Since 1941, the California Streets and Highways Code has placed the responsibility to maintain public sidewalks on the adjacent property owners. The City requires sidewalk inventory services to identify tripping hazards within the City's right-of-way and at City facilities (i.e., City Hall, parks, senior center, etc.). Approved by the City Council on 5/22/24.
5,037,540			



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure R (Fund 220)			
Via San Clemente Entry Road	175,000	D/C	New entry road required for and new golf course Clubhouse and Topgolf. Provides vehicular access as well as a public corridor for utilities serving both facilities.
Various Intersection Improvements	85,000	D/C	Local Match for HSIP Cycle 7 Grant.
Annual Street Resurfacing - Reconstruction	582,000	M	Street reconstruction of streets that are severely damaged with an existing pavement condition index that ranges from 0 to 29. The work consists of removing the existing roadway pavement structural section (including asphalt and base) and replace it with a new roadway structural section. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - Slurry Seal	143,000	M	Slurry Seal is applied on streets with pavement condition index that ranges from 70 to 89 and the work consists of the application of asphalt emulsion slurry seal, a maintenance treatment that prolongs the life of the asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Annual Street Resurfacing - HYRAP	144,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Traffic Signal Maintenance	200,000	M	Annual citywide as-needed signal maintenance
Paving the Way Debt Service	532,300	DS/O	Annual debt Service on Series 2019 Sales Tax Revenue Bonds ("Paving the Way")
Metro Local Return Admin Expenses	250,000	DS/O	Allowed administrative/salary charges related to managing Proposition A funded projects
Paving the Way Bond Proceeds	1,748,445	DS/O	Available bond proceeds from 2019 Sales Tax Revenue Bonds available for arterial streets. Arterial streets included in the program include: 1) Montebello Blvd from Lincoln Ave to Whittier Blvd; 2) Beverly Blvd from Via Altamira to West City Limit; 3) Whittier Blvd from East City Limit to West City Limit; 4) Willcox Ave from Beverly Blvd to Whittier Blvd; 5) Mines Ave from Greenwood Ave to Vail Ave; 6) Maple Ave from Washington Blvd to Date St; 7) Date St from Maple Ave to Greenwood Ave; 8) Union St from Greenwood Ave to Gage Rd; 9) Gage Rd.
	3,859,745		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
Measure W (Fund 229)			
East LA Sustainable Storm Water Project	758,106	DS/O	Required annual contribution (5 year commitment) to LA County stormwater runoff project
East LA Sustainable Storm Water Project M&O	36,000	M	Required annual contribution to maintain and operate the LA County stormwater runoff project
Upper Los Angeles River (ULAR) Contribution	26,800	DS/O	FY 24/25 Annual Contribution. Approved by City Council 8/9/23
	820,906		
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)			
Olympic Blvd Complete Street Feasibility Study	300,000	ES	Study to identify vehicular and pedestrian/bicycle safety improvements along the Olympic Blvd corridor.
Annual Street Resurfacing - HYRAP	800,000	M	HyRAP is applied on streets with pavement condition index that ranges from 50 to 69 and are not eligible for a conventional grind-and-overlay. The work consists of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is top with the final layer of HYRAP asphalt pavement. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
	1,100,000		
TDA-3 (Fund 223)			
Annual Street Resurfacing - Grind / Overlay	100,000	M	Conventional grind-and-overlay is the preferred resurfacing method for streets with pavement condition index that ranges from 50 to 69. The work consists of pavement grinding and other preparatory work followed by pavement resurfacing with conventional hot-mix asphalt. Annual road repair program for selected streets throughout the city as presented to the Streets Ad Hoc Committee in April 2023.
Precision Concrete Cutting	63,300	M	Sidewalks are an important component of the public transportation network. Since 1941, the California Streets and Highways Code has placed the responsibility to maintain public sidewalks on the adjacent property owners. The City requires sidewalk inventory services to identify tripping hazards within the City's right-of-way and at City facilities (i.e., City Hall, parks, senior center, etc.). Approved by the City Council on 5/22/24.
	163,300		



City of Montebello
Capital Improvement Program (CIP)
Enhanced/Detailed Project Description
FY 2024-25 Budget

Funding Source / Project Description	Amount	Phase*	Detailed Project Description
HSIP (Grant)			
Various Intersection Improvements	833,100	D/C	HSIP Cycle 7 Grant for traffic signal improvements to the following intersections: 1) Findlay Ave and Via Campo; 2) Garfield Ave and Via Campo; and 3) Garfield Ave and Whittier Blvd.
	<u>833,100</u>		
SEWER (Grant)			
Sewer Improvements	2,100,000	D/C	Upgrades to the sanitary sewer network on Whittier Blvd between Montebello Blvd and the east city limits. The project consists of the replacement of 5,100 linear feet of cement sewer in the City's downtown area along Whittier Boulevard between Montebello Boulevard and Rio Hondo, including the alleyways north and south of Whittier Boulevard. Approved by City Council on 11/8/24.
	<u>2,100,000</u>		
TOTAL	<u><u>40,115,491</u></u>		

***Phase Legend:**

E Engineering studies
D Design/Construction
M Maintenance
D Debt service and other expenses



City of Montebello Budget Message Fiscal Year 2024-25 Proposed Budget

The City of Montebello celebrates its second century of incorporation with presentation of the proposed Fiscal Year 2024-25 Operating and Capital budget. The City is faced with a unique combination of opportunities and challenges, with many new projects underway – and some major ones recently completed – that will propel economic development in the community. The past fiscal year witnessed the continuation of progress towards financial sustainability.

This budget builds upon the progress made in the past four years' award-winning budgets and continues moving the organization forward by funding the services and programs key to the City Council's priorities. The City once again received the Government Finance Officers Association (GFOA) "Distinguished Budget Presentation Award" for the adopted Fiscal Year 2023-24 budget document – the fourth consecutive year. Receiving this award demonstrates the City's commitment to producing an accessible budget document that effectively communicates the City's financial priorities in a transparent and accessible manner. Staff will submit the FY 2024-25 budget for this award and fully expect to receive it for a fifth consecutive year.

Moreover, for the first time the City hosted community budget forums as part of budget development. The three public sessions held in February 2024 provided a "Budget 101" overview for the community, and staff solicited questions and feedback from residents on all manner of budget and operational issues. The feedback from the community was incorporated into budget development, with residents' requests submitted to the City Council for review and consideration.

Staff also improved upon community outreach efforts begun last fiscal year by refining the community budget survey. The survey was available for several weeks in March 2024 through the City's website and all social media channels. In combination with the feedback from the community budget forums, Staff was able to present community budget needs and wants to the City Council. The FY 2024-25 budget has been developed with significant direct community input – a first for the City of Montebello.

Below is a small sample of recent accomplishments that positively impact the organization in Fiscal Year 2024-25:

- Completion of the transformation of the City's public golf course – a re-opened Bella Verde Golf Course (Spring 2024) that provides an improved golfing experience for the community
- Opening of the 100th Topgolf Entertainment Complex in Spring 2024 – transforming 15 acres of the former golf course into a destination site



- Continued growth in revenue from the three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello's voters in March 2020
- Continued progress in upgrading the City's streets and roadways through use of \$25 million in bond funding for the "Paving the Way" program
- Approval of an updated General Plan, the first such endeavor since 1973
- Upgraded the City's vehicle fleet, purchasing replacement vehicles for Police, Public Works and Fire
- Expanded community programs with a season-long Farmer's Market, Night Market, Pet Vaccine Clinics, a summer street-fest, and other resident favorite programs
- Significant progress toward completion of an affordable housing project in downtown Montebello (6th Street) developed by the Cesar Chavez Foundation
- Continued progress towards completion of 1,200 housing units as part of the Metro Heights development
- Sale of the City's Water System, satisfying a State Auditor recommendation from 2018
- Significant upgrades to the City's Police Department headquarters building, an investment of \$1.25 million in facility and equipment improvements

These and dozens of additional accomplishments provide a clear indication that Montebello is making progress towards financial sustainability and fiscal stability – with significant assistance from the City's economic development team. This budget continues movement towards those goals.

The proposed all-funds budget includes \$226,869,719 in expenditures and \$224,476,069 in revenue. The majority of the difference between proposed expenditures and revenue is from utilizing available fund balance in the various Special Revenue Funds for capital projects such as reconstructing and paving City streets. The General Fund budget, which provides funding for everyday services our residents depend on – Police, Fire, community services, code enforcement, street and park maintenance – is projected to have a \$562,700 surplus. General Fund expenditures of \$76,100,900 are less than forecasted revenues of \$76,663,600, as summarized in the table below:

	FY 2024-25 Proposed Budget
General Fund Expenditures	76,100,900
General Fund Revenue	76,663,600
Surplus / (Deficit)	562,700

Total, all funds appropriations (expenditures and revenue) include General Fund operations as well as Transit (Montebello Bus Lines), the Hilton Garden Inn and Home2Suites, the various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants, Community Development Block Grant (CDBG)



programs, several grant awards across multiple departments (Fire, Parks and Recreation, Police, etc.), Property Tax Override payment of Pension Obligation Bond debt service, Successor Agency (former Redevelopment Agency) enforceable obligations, and many other projects, programs and operations utilizing various special and restricted funding sources

The progress in right-sizing the City's General Fund over the past five fiscal years is significant. Staff has worked diligently to review all revenue and expenditure items, performing a "modified" zero-based budgeting exercise for the fifth consecutive year. This budget represents the fifth year of a five-year strategic budget development process, with the end goal being the achievement of a sustainable and healthy budget that incorporates City Council priorities while providing funding for essential daily operations. A section in the following pages is devoted to explaining this five-year plan in greater detail.

The fifth year of this strategic effort sought to refine prior year actual expenditures to adjust FY 2024-25 budget requests based on well analyzed and researched trends. Most importantly, significant emphasis was placed on continuing the proper and accurate allocation of maintenance and operations appropriations as well as allocating employee salary and benefit costs to non-General Fund sources (i.e., Gas Tax, Local Return Funds, Montebello Hills project deposit, Transit Fund, grant funds, etc.) where appropriate and allowed.

Traditionally, Montebello had done a less than ideal job charging maintenance and operations and staff time to projects using grant or local return fund sources of revenue. This standard practice – especially in the Public Works realm – relieves the General Fund of certain expenses that can be correctly charged to restricted revenue sources. Charging off eligible expenses to special funds provides additional budget "room" for General Fund programs such as code enforcement, community services, park landscape maintenance, etc. These improved allocation methods have relieved the General Fund of over \$10 million in expenditures over the past five fiscal years. That is additional appropriations "room" in the General Fund for services and programs such as: landscape and facilities maintenance, community services programming, emergency response, etc.

For example, \$1,193,300 in salary and benefit costs are charged to the Transit Fund – representing the direct support provided across the organization to Transit operations (i.e., Human Resources, payroll, accounts payable, administration, information technology, etc.). In addition, approximately \$1,000,000 in salary and benefit costs will be charged to various Local Return Funds (e.g., Measure C, Measure M, etc.), recouping costs related to Public Works engineering and Finance support in managing capital projects using Metro funding.

The following pages provide a detailed discussion of the Fiscal Year 2024-25 budget, as well as an update on selected major infrastructure projects and details of the five-year fiscal sustainability/budget improvement plan. The emphasis on budget figures will be on the General



Fund, but key special and enterprise fund operations will be highlighted (e.g., hotels, golf course, Transit). Details on every fund and account can be found in the budget book.

Basis of Budgeting

The City of Montebello adopts annual budgets using a method consistent with generally accepted accounting principles ("GAAP"). Appropriations for a majority of the City's Funds are developed using a modified cash basis. Using this practice to establish the budget ensures compliance with enacted budgets according to applicable statutes and administrative procedures.

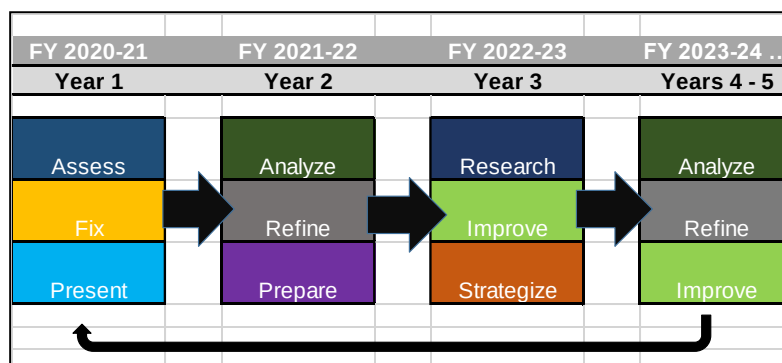
For all Funds, except for the General Fund, the total amount appropriated or budgeted to be spent may not exceed the fiscal year's estimated revenue available plus the unappropriated surplus fund balance (or less deficit) of the preceding fiscal year(s). The City's fiscal year begins July 1st and ends June 30.

It is important to note that the Basis of Budgeting is different from the Basis of Accounting. The Basis of Accounting refers to the time various financial transactions are recognized and/or recorded. Although not directly related to the annual budget development, the Basis of Accounting is instrumental in establishing local financial practices and completing financial reports such as the Annual Comprehensive Financial Report (ACFR).

Budget Development – A Five-Year Journey

Attaining fiscal sustainability involves developing and instituting a budget process that establishes a culture of fiscal accountability. The FY 2024-25 budget development process represents the fifth year of the five-year strategic budget development process first implemented with the FY 2020-21 budget.

The five-year budget development improvement process creates a set of building blocks, based on the ability to improve a subsequent year's budget based on progress made in the current year. Each year the process becomes more sophisticated, with the end goal being a self-sustaining budget built around strategic goals. The image below encapsulates this iterative process, showing the basic building blocks for each year and the emphasis placed on a grouping of tasks designed to continuously improve the budget – and by extension the organization:





The first year (FY 2020-21) was focused on assessing the budget in its current state and then fixing “low hanging fruit” that would immediately improve the overall budget situation. A budget was presented that represented the best and most comprehensive planning document possible, given the myriad fixes necessary – and the complicated factors of a global pandemic at the time.

The FY 2021-22 budget used the improved base created in FY 2020-21. There was a deeper focus on analyzing revenue and expenditure trends, utilizing additional information and data available. The refinement of the budget development process further improved the budget that was proposed and eventually adopted. The FY 2021-22 budget was more fully and comprehensively prepared and incorporated additional information not available in the prior fiscal year.

The FY 2022-23 budget focused on research, improvement (continued) and strategy. Utilizing focused and more in-depth research of revenue and expenditure trends allows for a much more accurate budget to be developed and presented. Research into specific expenses and whether they are one time or continuing, and whether they are being recorded to the correct account, leads to improved budget requests and management. The same goes for revenue and having a deeper ability to more accurately forecast revenue across all funds by better understanding the flow of various revenue streams and their relative cyclicity.

For the FY 2023-24 budget, the improvement effort continued, and moved into an analyze and refine mode. Analysis of the previous year’s revenue and expenditure actuals against the adopted and amended budget provided a better understanding of trends. This information helps guide the development of the FY 2024-5 budget, allowing for refinement of budget requests and estimates. The FY 2024-25 budget document is more comprehensive, and the continued improvements will help the organization operate more efficiently.

Ultimately, the five-year process is designed to produce greater financial stability and promote fiscal responsibility. Fiscal sustainability can only be achieved when all parts of the organization are moving in the same direction and focused on achieving the same outcomes. Through a structured and strategic budget process, improvements can be made that will help fund essential operations while making these improvements part of the organizational culture.

The remaining pages of this Budget Message provide a discussion of General Fund revenue and expenditures, a focus on changes to Department staffing and operations, and an overview of major non-General Fund operations such as Transit and the Capital Improvement Program (CIP). Extensive details on department budgets, organizational charts, staffing levels, and other funds can be found in the budget document itself.



General Fund Revenue

Total General Fund revenue is projected to be \$76,663,300, a \$3.347 million increase (4.6%) over the FY 2023-24 adopted budget. The table below shows historical General Fund revenue by major category, from FY 2021-22 (actuals) to FY 2024-25 (projected) and the variance from last fiscal year to this fiscal year.

	2021-22 Actual	2022-23 Actual	2023-24 Adopted Budget	FY 24-25 PROPOSED	Variance
SALES TAX	25,378,979	26,351,605	26,085,000	26,625,000	540,000
PROPERTY TAX	14,195,128	15,324,568	15,612,800	17,060,000	1,447,200
OTHER TAXES	2,931,593	3,664,069	3,680,000	3,985,000	305,000
LICENSES AND PERMITS	8,239,936	9,514,255	7,651,000	7,548,000	-103,000
FINES AND FORFEITURES	2,499,502	3,389,726	2,940,000	3,140,000	200,000
CHARGES FOR SERVICES	7,248,267	8,024,239	7,940,100	8,372,600	432,500
OTHER REVENUE	9,290,219	27,614,678	5,107,500	5,233,000	125,500
TRANSFER IN (NON-OPERATING)	3,637,348	4,315,381	4,300,000	4,700,000	400,000
	73,420,972	98,198,521	73,316,400	76,663,600	3,347,200

Sales tax overall is projected to increase \$540,000 year over year (2.1%) when compared to the FY 2023-24 budget. The projected uptick in sales tax revenue is based on a stable economy, tempered by projections of a possible slowdown during the 2024-25 fiscal year. The FY 2024-25 budget includes the fifth full year of Measure H revenue and more accurately reflects the expected amount as more data is available about this transaction and use tax source, which allows for more accurate forecasts.

Property Tax is also proving strong, with a 5.2% increase in Assessed Value, as well as additional revenue flowing in from the Metro Heights development, providing an additional \$1.447 million in the adopted budget. It must be noted that the positive impact of the Metro Heights project is now being seen in the current property tax revenue forecast. The County assesses properties every January 1, as well as when an existing property is sold. While there were some completed Metro Heights properties as of January 1, 2023, the assessment that occurred on January 1, 2024 has positively impacted FY 2024-25 property tax revenue.

Licenses and Permits forecasts to be essentially flat year-over-year (\$7.548 million vs. \$7.651 million). Various permits (building, plumbing, mechanical) and plan check fees are seeing a several year bump as the Metro Heights development progresses. The Topgolf project contributed new streams of revenue in this category in FY 2023-24. Since that project has been completed, the additional revenue is not included for FY 2024-25, contributing to the flatness year-over-year.

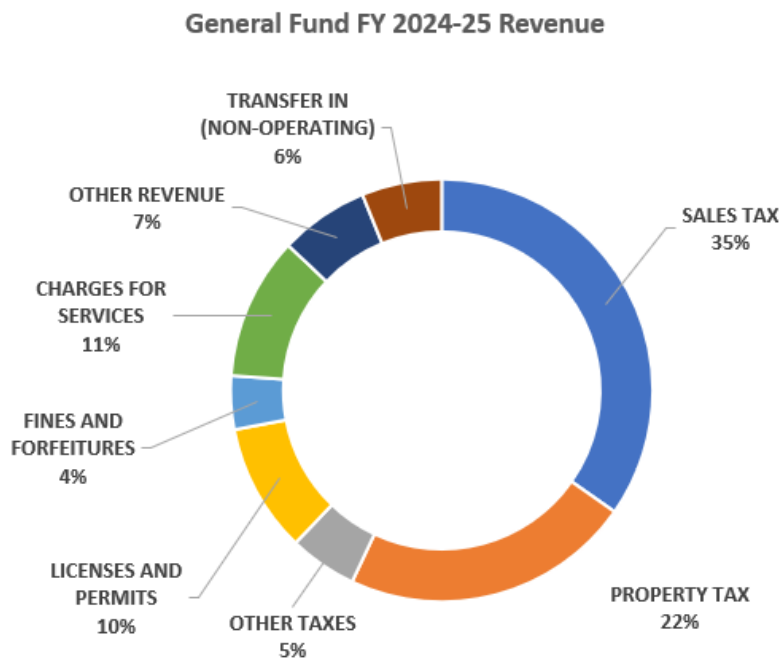
Franchise Fees are projected to increase \$270,000, a combination of increases in Southern California Gas Company, Southern California Edison, and solid waste franchise revenue. Fiscal



Year 2024-25 will be the second full year of SB 1383 related organic waste franchise fees, projected to bring in \$300,000.

Transfers In (non-Operating Revenue) are up \$400,000 year-over-year. The increase is from additional reimbursement of retirement related expenses in the General Fund. The City collects additional voter approved property tax for retirement expenses (i.e., CalPERS). The General Fund is reimbursed for these expenses through a transfer of revenue on a quarterly basis. With additional staff added over the years, and increased wages from recent (i.e., 2022) labor contract approvals, PERS related expenses have increased. Therefore, the Transfer In reimbursement has increased for FY 2024-25 to match expenses.

The pie chart below provides an overview of the various categories of General Fund revenue and their proportional slice of the revenue pie. Following the pie chart are detailed explanations of the major revenue categories, and highlights of the changes seen in the proposed FY 2024-25 budget. As noted previously, staff continues to work on updating revenue forecasts and analyzing the reason for year-over-year changes through presentation of the budget for adoption.



Sales Tax

Sales tax accounts for 34.7% of total General Fund revenue. The City receives sales tax from three main sources: Bradley Burns 1%, Measure H $\frac{3}{4}$ percent transaction and use tax and Monterey Park Marketplace sales tax sharing. In total, Montebello is projected to receive \$26.625



million in revenue from all three sources combined (an increase of \$540,000 over last year's adopted budget). The table below presents details of these three important sources of sales tax revenue:

	2021-22 Actual	2022-23 Actual	2023-24 Adopted Budget	FY 24-25 PROPOSED
Bradley Burns Sales Tax	14,617,152	14,851,025	14,935,000	15,525,000
Monterey Park Martketplace	1,378,534	1,525,665	1,300,000	900,000
Measure H	9,383,293	9,974,915	9,850,000	10,200,000
	25,378,979	26,351,605	26,085,000	26,625,000

Sales tax is the most important piece of the City's General Fund budget, and the FY 2024-25 forecast is tempered by projections of an economic slowdown sometime in the next year. In addition, recent changes to tax law in California due to the *Wayfair vs. South Dakota Supreme* Court decision in 2018 have increased the amount of sales tax coming to Montebello via the County Pool. The County Pool records sales tax from on-line sales (as well as other non-point of sale transactions) and apportions it to cities in each county based on their relative share of total sales tax.

The pandemic changed buying behavior – more on-line transactions as people were forced to shelter in place – and this change in consumer behavior manifests itself in increased revenue from the county pool. Of all the major industry areas providing sales tax to Montebello, the share from the county pool shows the greatest area of continued strength in growth. This is not unique to Montebello, as all cities in California have gained additional sales tax income from the taxing of on-line activity and the overall growth in county pools.

The recent opening of Topgolf in Montebello will have a positive impact on the City's overall sales tax. Additional retail opportunities – including a Chick-Fil-A – will also improve sales tax in FY 2024-25. While some modest adjustments have been made to the forecasted revenue, it will take several months to see actual sales tax performance from any new retail vendors. Staff will adjust sales tax projections during FY 2024-25 as part of normal quarterly budget updates. The end goal will be more accurate forecasting for FY 2025-26 and beyond.

Property Tax

The second largest share of General Fund revenue is from property tax: \$17.060 million, or 22.3% of General Fund revenue. The majority of property tax revenue comes from the "In-Lieu of VLF" source (\$9.025 million), which is a remnant of the "triple-flip" instituted in 2005 as part of the State's effort to balance its budget. At the time, the state swapped vehicle license fee (VLF) revenue allocated to local agencies to help better fund K-12 education and replaced VLF revenue with property tax. This source of revenue grows at generally the same rate as the overall assessed value in the City (i.e., for FY 2024-25, that is a 5.0% growth rate from prior year projected actuals).



Montebello also receives traditional property tax from residential, commercial and industrial property owners. The City receives approximately nine cents out of every property tax dollar paid to the County of Los Angeles. The assessed value of the City is projected to increase 5.0% when compared to last year. This increase is close to the twenty-year trend of year-over-year changes in assessed value, with that average at about 4.0%

Single Family Residential (SFR) median prices have increased significantly in recent years, averaging 6.2% annual growth between the first quarters of 2018 and 2024. The median SFR price in Montebello is \$810,000 (Quarter 1, 2024), a 12.3% increase from the first quarter of 2023. While the median price continues to increase quarter over quarter, the pace of sales has slowed in the past year. There have been fewer full value sales in 2023 (144) when compared to 2022 (178). The first quarter of 2024 had 35 full value sales, a slight decrease from the same quarter of 2023 (37). These changes are not surprising, as mortgage rates have increased concomitant with the Federal Reserve's increase to the Federal Funds rate. However, overall assessed value – as noted above – is still increasing by 5.2% year-over-year, showing continued strength in property values across all property types.

Finally, the City is projected to receive \$1.686 million in residual property tax revenue. This is the flow of former tax increment from redevelopment project areas. Post redevelopment dissolution (i.e., after January 2012), local agencies receive residual (i.e., left over) tax increment after various pass-through agreements and enforceable obligations are satisfied. As Montebello's enforceable obligations such as debt service are paid off, an increased amount of residual property tax flows to the City. In addition, the completion and sale of Metro Heights housing units will contribute to this source of property tax, as that development was a former redevelopment project area. Residual revenue is up \$386,000 over the FY 2023-24 budget and will continue to see growth as additional housing units are built and sold in Metro Heights.

Franchise and Other Taxes

The City receives \$3.325 million in revenue from various franchise agreements. The two largest sources of franchise revenue are from Southern California Edison (SCE) and the various non-residential refuse/solid waste haulers. These two franchises account for \$2.125 million of total franchise revenue projected for FY 2024-25. Franchise revenue from cable providers and towing companies is projected to be flat when compared to the prior fiscal year.

There is a new source of franchise revenue that began in August, 2022: SB 1383 organic waste. The \$300,000 projected from this source of revenue is attributable to the State requirement that communities offer the recycling of organic waste materials. An agreement with the City's residential refuse hauler allows them to collect and process this organic waste, and the City receives a portion of the hauling fees.



Montebello also receives transient occupancy tax (TOT) revenue – forecasted to be \$385,000 in FY 2024-25, \$10,000 more than the FY 2023-24 adopted budget. Given the economic impacts of the coronavirus – and the specific negative impacts on travel related businesses – this revenue source will continue to be forecast conservatively. The three fiscal years prior to the pandemic saw TOT averaging \$412,000 per year. But FY 2019-20 saw it drop to \$376,424, with FY 2020-21 coming in even lower at \$223,620, and a slight increase to \$340,195 in FY 2021-22. The eight-year average for TOT – which includes the “pandemic years” – is \$363,000.

Another source of “other taxes” revenue that has seen an increase despite the recessionary impacts of the coronavirus is Property Transfer Tax. This revenue is generated each time a residential property is sold in Montebello. Property Transfer Tax revenue is forecasted at \$275,000. Even with the drop in single family residential property sales (see “Property Tax” section above), the increase in assessed value will lead to an increase in this source of revenue since this tax is calculated as a percentage of the property’s value.

Charges for Services

The City charges for various services based on City Council approved fee schedules and agreements, recouping the costs associated with providing the service. For FY 2024-25, a projected \$8.373 million in revenue will come from various charges for services: development agreements, facility rentals, electronic billboard agreements, radio frequency lease agreements, recreation classes, extended childcare programs, etc. Charges for Services revenue is projected to be \$432,500 more than FY 2023-24, a 5.4% increase over budget. This source represents 10.9% of total General Fund revenue.

One-fourth of the projected increase (\$107,000) is from residential refuse revenue. The residential charge for trash service appears on property tax bills. The County collects this revenue and remits it to the City. In turn, the City pays the residential refuse hauls (i.e., Athens Services) for this service. The revenue is essentially a pass-through, covering expenditures completely. Each year, the franchise trash hauler is entitled to adjusting rates by the change in inflation. Therefore, the year-over-year increase anticipates this increase.

The other changes in Charges for Services is from additional electronic billboard revenue (\$65,000), increases to Fire related plan check and inspection services (\$50,000), and increases to recreation program revenue such as youth and adult sports (\$65,000).

Fines and Forfeitures

This category of revenue is projected to bring \$3.140 million in revenue for FY 2024-25, a \$200,000 increase over FY 2023-24 (6.8%). The majority of this revenue comes from “Vehicle Code Fines,” also known as moving violations. The eight-year average of this revenue source is \$1.596 million, however that includes two years where the pandemic impacted the issuance and collection of moving violations. Recent experience (FY 2022-23 actuals of \$2.83 million and FY 2023-24 projections of \$2.300 million) shows a return to pre-pandemic levels.



While only accounting for 4.1% of total General Fund revenue, this source does serve as an important deterrent to unsafe vehicle operations on Montebello's streets. Finance, working closely with Police Department staff, will continue to monitor the revenue trends of parking and moving violations, and will provide updated projections based on updated year-to-date information.

Other Revenue/Non-Operating Revenue

Montebello has a Property Tax Override (PTO) assessment that generates annual revenue utilized for paying all pension related costs. This property tax override has been in place since 1946, when Montebello residents first voted to approve the parcel tax. This voter approved tax can only be utilized to pay for pension related costs (i.e., California Public Employee Retirement System, PERS). The City annually uses this revenue to pay the Unfunded Actuarial Liability (UAL) and Normal Cost expenses associated with the City's contract with PERS to provide retirement benefits to safety and miscellaneous employees. All General Fund related pension expenses due to PERS are paid for by utilizing the PTO revenue (the Transit Fund pays directly for PERS related costs of the Montebello Bus Lines operations).

The City utilizes the Non-Operating Transfer-In method to reimburse the General Fund for PERS related Normal Costs expenditures. For FY 2024-25, a \$4.400 million Transfer In has been budgeted for this purpose. Beginning in FY 2021-22, the majority of PTO revenue is being utilized to pay debt service on the Pension Obligation Bonds (POBs, Series 2020). In an effort to manage rising pension costs, the City issued POBs in June 2020. The \$153.4 million in POBs wiped out the existing UAL (as of June 30, 2018). (More information on expected revenue and associated expenses can be found by reviewing the Fund 205, Retirement detail page in the budget book.)

The City will continue paying Normal Costs to PERS on a bi-weekly basis, as is standard for all public agency employers. The PTO revenue remaining after paying annual debt service will be used for this purpose. In addition, as subsequent actuarial valuations are completed by PERS, new UAL bases will be paid annually with available PTO. A portion of PERS costs – both UAL and Normal Cost – is paid for by the Transit Fund. A portion of debt service on the Series 2020 POBs will be paid utilizing PTO. A cost allocation plan study determined that Transit is responsible for 27% of pension related costs. Transit will continue paying this share of retirement costs, in the form of debt service, as well as any new UAL created with future PERS actuarial studies and the full share of normal costs associated with transit operations.

The largest increase in the "Other Revenue" category in FY 2023-24 is from the Administrative Overhead charge (\$202,500). The updated 2022 cost allocation plan provides a basis for reimbursing the General Fund for administrative and overhead support provided to various special revenue and enterprise funds (i.e., Gas Tax, Transit, Hotels, Local Return Funds, etc.). The amount established by this plan is updated annually based on the average increase in salary and benefit costs. Staff review each of the charges and adjust them as necessary to ensure the



General Fund is properly reimbursed for the internal support (i.e., indirect costs) provided by Finance, Human Resources, City Clerk, Information Technology and related functions to these non-General Fund operations.

This improved cost allocation – a pillar of the many budget improvements being made to provide long-term financial stability to Montebello – provides \$3.701 million in non-operating revenue to the General Fund. Finance staff will continue to review operations and find more opportunities to properly charge support staff salary and benefit costs to non-General Fund operations.

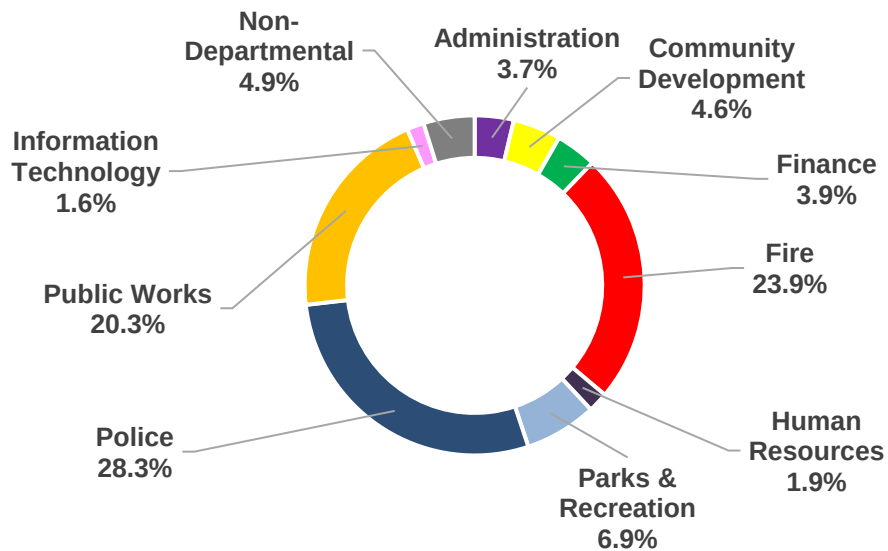
General Fund Expenditures

The City of Montebello is a full-service city, providing Police, Fire, Public Works, Parks and Recreation, Transit and various building, planning and internal support functions (i.e., Finance, Human Resources, Information Technology, etc.) to the community. The Fiscal Year 2024-25 General Fund expenditures budget that supports day-to-day functions is \$76,100,900, a \$3.413 million increase (4.7%) over the FY 2023-24 adopted budget.

The table below provides a department level view of expenditures for FY 2024-25, with comparisons to prior year budgets and actuals:

	FY 2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 Adopted Budget	2024-25 PROPOSED BUDGET	Variance, FY 24-25 vs FY 23-24
Administration	2,473,138	2,709,803	4,804,612	2,221,900	2,828,200	606,300
Community Development	1,752,274	2,375,062	2,725,754	2,739,200	3,467,700	728,500
Finance	2,201,468	2,684,390	2,657,374	3,082,650	2,967,200	(115,450)
Fire	15,310,306	15,625,500	18,158,612	17,074,150	18,226,100	1,151,950
Human Resources	1,742,602	2,172,884	2,796,197	1,684,500	1,453,700	(230,800)
Parks & Recreation	5,078,363	6,002,391	4,030,430	4,170,450	5,215,500	1,045,050
Police	18,916,427	19,317,618	20,420,284	20,158,500	21,527,200	1,368,700
Public Works	9,998,328	10,827,022	16,981,915	16,752,800	15,478,100	(1,274,700)
Information Technology	-	-	-	1,656,600	1,229,800	(426,800)
Non-Departmental	11,912,014	5,352,367	9,338,925	3,146,700	3,707,400	560,700
	69,384,920	67,067,037	81,917,275	72,687,450	76,100,900	3,413,450

Police comprise 28.3% of the General Fund budget, with Fire making up 23.9%. The remaining 47.7% of General Fund appropriations will be committed to planning, building, community services, engineering, payroll, human resources, risk management, landscape maintenance, payroll, accounting, code enforcement and other essential services. The pie chart below shows the relative percentage each Department comprises of the General Fund budget:



Management committed to “zero-based budgeting” beginning with the adopted FY 2020-21 budget. This effort is aimed at right-sizing the budget, aligning ongoing revenues with ongoing expenditures, and creating a solid base upon which to build future budgets. This effort was short-circuited somewhat due to the coronavirus pandemic – necessitating an abbreviated budget process for FY 2020-21. However, significant progress was made in cleaning up the General Fund budget and working with Departments to utilize prior year spending data to create a sustainable and better aligned budget for subsequent years. As discussed above, progress is being made in the five-year budget development improvement process, with the FY 2024-25 budget utilizing improved trend data and additional research and analysis to reflect priorities and expense needs more accurately.

The long-term goal is to annually provide consistent, essential services to Montebello’s residents, visitors and businesses in a fiscally responsible manner. Consistently preparing and presenting balanced budgets is step one towards fiscal sustainability, and a key part of the five-year strategic budget development plan. Hence, the importance of creating a permanent culture of fiscal responsibility that permeates the organization and sustains efforts towards the long-term goal of achieving financial sustainability.

The 4.7% increase in appropriations encompasses many changes across all departments and expenditure types. With salary and benefits comprising 62.1% of the General Fund budget, any changes made in this category will have the greatest impact on expenditures. Maintenance and Operations comprises 33.6%, and Debt and Lease Payments make up the remaining 4.3% of the proposed General Fund budget:



	2024-25 Proposed Adopted Budget	% of Budget
Salary and Benefits	47,267,300	62.1%
Maintenance Operations	25,553,500	33.6%
Debt and Lease Payments	3,280,100	4.3%
	76,100,900	100%

It should be noted that approximately 96% of the City's General Fund budget appropriations are "spoken for" in the way of commitments from MOUs, contracts, debt service payments, professional service agreements, utilities and other such expenses the City is obligated to pay. The table below provides an overview of the major expenditure categories and how much these commitments comprise of the General Fund budget (with a comparison to FY 2023-24):

Major Expenditure Category	FY 23-24 6040.xx Amount	FY 24-25 6040.xx Amount
SALARIES AND BENEFITS	\$ 42,329,250	\$ 44,196,400
OTHER CONTRACT SERVICES	\$ 5,576,000	\$ 5,596,000
ADDITIONAL CONTRACT SERVICES	\$ 11,535,950	\$ 11,664,000
UTILITIES AND VEHICLE MAINTENANCE	\$ 4,006,200	\$ 3,843,600
DEBT SERVICE/LEASES	\$ 2,225,200	\$ 3,255,100
INSURANCE	\$ 4,060,400	\$ 4,322,000
TOTAL FROM CATEGORIES ABOVE =>	\$ 69,733,000	\$ 72,877,100
GENERAL FUND BUDGET =>	\$ 72,687,450	\$ 76,100,900
% COMMITTED TO "FIXED COSTS" =>	95.9%	95.8%

This table illustrates how little leeway exists in the General Fund for re-directing appropriations or re-prioritizing spending from one area to another. The City obviously has commitments to its employees through City Council approved MOUs, and long-term debt service and lease arrangements commit additional funds, while insurance and workers compensation expenses must be paid. The Contract services category encompasses landscape, custodial, street sweeping, graffiti removal, legal services, software licenses and many other types of required services.

The paragraphs below provide an overview of the major spending categories in the General Fund, followed by a discussion of key initiatives and operational changes throughout the organization, focusing on certain Departments and the budget variances from prior years.

Salary and Benefits

The Salaries and Benefits category is comprised of wages paid to full-time and part-time employees, overtime, health related benefits (health insurance, vision and dental plans, life insurance, etc.), PERS related retirement expenditures, retiree medical expenses (Other Post Employment Benefits [OPEB]), workers compensation insurance premiums and payments and related employee fringe benefit costs (e.g., certification and education incentive pay, longevity



pay, public safety “special pays,” etc.). This entire category comprises 62.1% of the General Fund budget, or \$47,267,300. This represents a \$1.991 million increase over the FY 2023-24 adopted budget (4.4%).

The majority of this increase is in the regular salaries category: \$462,100 (1.7%) – from \$26.983 million in FY 2023-24 to \$27.446 million in FY 2024-25. There are several reasons for this increase in regular (i.e., full-time) salaries: filling vacancies, adding needed positions across the organization, and wage increases from multi-year Memoranda of Understanding (MOU) approved in May, 2022 with nine out of ten of the City’s labor groups. These MOUs, successors to the MOUs which expired in December 2021, incorporate the salary adjustment results from the comprehensive classification and compensation study conducted in 2021.

This “class and comp study” results determined the majority of positions (83%) in the organization were below market rates. Over an eighteen-month period, Human Resources staff worked closely with every labor group to explain the methodology and outcomes of the study. The City Council approved MOUs implemented the classification and compensation study recommendations, with the majority reaching market pay levels in less than three years (i.e., by July 2023). In addition, several outdated job classifications (i.e., “Clerk/Typist”) were updated to reflect modern working titles (i.e., “Administrative Assistant”).

The FY 2024-25 budget funds the third full year of updated wages and fringe benefit payments from the approved MOUs and citywide salary table. (There is one notable exception, the Montebello Police Officers Association [MPOA] MOU expires June 30, 2024. Negotiations on a successor MOU are ongoing as of the writing of this Budget Message. Subsequent City Council action will amend the FY 2024-25 budget as necessary).

In addition to wages, the MOUs increased longevity pay for Fire Department sworn (i.e., safety) personnel, increased education incentive pay for most bargaining groups, and increased EMT and Paramedic certification pay. Some of these items such as longevity are calculated as a percentage of base pay. Therefore, as hourly wages increase, so does longevity pay. The various changes to wages and wage-based benefits such as longevity have increased salary expenses across all departments. The projected increase in salaries in FY 2024-25 is expected, based on the various provisions that are new to the MOUs approved in May 2022.

In addition to improvements in total compensation, over the past five fiscal years, management has conducted a rigorous, organization-wide review of operations. Each Department has been charged with reviewing how they provide service – to external and internal customers – and designing a table of organization that can efficiently and effectively provide a full-range of services, as well as respond to the expansion of services to meet resident demand and City Council priorities. This organizational staffing review has often led to the need to add key positions, filling long-vacant positions, and making other staffing adjustments to each department.



The FY 2024-25 budget presents a net increase of 20.0 full-time equivalent (FTE) positions. This includes elimination of un-needed positions in Public Works, the shifting of the Building Safety Division back to Community Development, the consolidation of Public Affairs in Parks and Recreation, and the addition of seven (7.0) full-time positions in Police for the newly created Park Safety Bureau (both sworn and non-sworn). The table below shows total FTE and the year-over-year change:

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 PROPOSED	Variance
Administration	8.0	11.0	8.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	28.0	8.0
Finance	21.0	22.0	24.0	24.0	26.0	2.0
Fire	76.0	76.0	80.0	98.0	99.0	1.0
Human Resources	14.0	18.0	15.0	15.0	14.0	-1.0
Parks and Recreation	21.0	11.0	12.0	14.0	22.0	8.0
Police	103.0	103.0	107.0	107.0	114.0	7.0
Public Works	25.0	45.0	46.0	46.0	42.0	-4.0
Information Technology	0.0	0.0	11.0	10.0	6.0	-4.0
Transit	204.0	234.0	233.0	233.0	236.0	3.0
	493.0	540.0	556.0	575.0	595.0	20.0

Over the last five fiscal years, key positions have been added in the areas of public safety, homeless assistance, public information, engineering, budget analysis, information technology, street/parks maintenance supervision, community services management, code and parking enforcement, transit and community beautification: Police Officers, Code Enforcement Officers, Fire Battalion Chief and Captains, Firefighter/Paramedic, Social Worker and Caseworker, Public Information Officer, Crime Analyst, Senior Management Analyst, Community Services Coordinator, Bus Operator, Police Community Service Officer, , etc..

For FY 2024-25, several departments requested positions through the supplemental budget process. The summary table on the next page shows the new positions in the proposed budget that were included as part of the supplemental budget request process.



DEPARTMENT	REQUESTED POSITION
Community Development	Deputy Director
	Sr. Management Analyst
	Management Analyst
Fire	Sr. Finance Technician
Parks and Recreation	Administrative Assistant
	Golf Course Facilities Manager
	Public Affairs Manager
Public Works	Administrative Manager
	Sr. Management Analyst
	Administrative Assistant
Police	Police Community Service Officer (x2)
	Lieutenant
	Sergeant
	Corporal
	Police Officer
Transit	Fleet Maintenance Supervisor (x2)

Salary and Benefit budgets also reflect increased PERS costs, associated with higher employer rates. However, as part of previously negotiated MOUs, the complete phase-out of employer paid employee retirement costs occurred by January 2021 – reducing the pension burden on the City with employees picking up their full share (either 8% or 9% for Classic employees, with new PERS members always having picked up their full share of 7.25%). Furthermore, public safety employees (Fire and Police) agreed to pay a 12% rate – picking up the full 9% employee share plus 3% of the employer rate. The 2024-25 fiscal year budget shows the continued positive impact from employees paying their full share of retirement costs, coupled with the addition of non-Classic (i.e., PEPRAs) employees to the organization who have lower PERS related expenses.

Also related to pension costs is the May 2020 issuance of \$153.4 million in Pension Obligation Bonds (POBs). The issuance of these bonds allowed the City to fully extinguish its Unfunded Accrued Liability (UAL) for both miscellaneous and safety retirement plans with PERS (based on the June 30, 2018 actuarial valuation report). The City has levied a pension tax override since



1946 when first approved by Montebello voters. The revenue from this property tax can only be used to pay for retirement related expenses.

The City tracks this revenue in a separate special revenue fund (Retirement Fund 205). Annual lump-sum UAL payments are made each July utilizing these Fund 205 resources. Ongoing, bi-weekly normal cost expenses are reimbursed on a quarterly reconciliation basis, utilizing a transfer out/in from Fund 205 to the General Fund. The Transit Fund (600) pays for its share of miscellaneous PERS expenses – both UAL and normal costs – directly from its operating funds.

The combination of employees paying their full share of retirement costs coupled with lower overall normal costs as non-classic (i.e., PEPPRA) employees make up a larger overall share of the City's employees, has led to a moderation of the year-over-year increases in retirement costs. Estimated General Fund PERS employer costs for FY 2024-25 are \$4.551 million. This represents a \$390,400 increase from the FY 2023-24 adopted budget. It must be noted that these PERS costs are estimates, assuming a certain position "occupancy rate." These General Fund expenses are offset completely by the Property Tax Override revenue Transfer In from the Retirement Fund (Fund 205). The mechanism for this is explained in the preceding "General Fund Revenue" section of this Budget Message.

Another large, positive impact to containing the amount of Salary and Benefit expenditures charged to the General Fund is the continuation and refinement of cost allocation throughout the organization. This standard practice of charging payroll costs to non-General Fund sources was initiated with the FY 2020-21 budget. For example, a significant portion of Public Works staff involved in project management and engineering are now appropriately charge their time to non-General Fund sources such as Local Return Funds (i.e., Measure M, Proposition C, etc.) and Federal/State grants. This effort also included staff in Administration, Finance, Fire and Community Development charging time to the Metro Hills project, and Finance, Human Resources, and Information Technology staff being charged to the Transit fund – reducing the overall impact of payroll costs on the General Fund. In addition, certain staff in the Community Development Department charge time to the CDBG and HOME Federal programs.

The initial cost allocation efforts that began in FY 2020-21 are continued – and improved upon – in the FY 2024-25 budget. With additional operational data available, a larger share of certain positions can now be charged to Transit and Local Return Funds, since those positions support those functions/areas. In addition, a larger selection of employees can be cost allocated.

Another change first initiated with the FY 2020-21 adopted budget that enhanced transparency and presented more accurate operating budgets for each Department is the move of Other Post Employment Benefit (OPEB) charges to a Non-Departmental account. The City provides retirees – based on years of service and bargaining unit at the time of retirement – monthly health benefit cost reimbursement. Prior year budgets included these costs in each department, inflating operating budgets (most acutely in Police and Fire) based on the final department an employee



worked for prior to retirement. The FY 2024-25 budget includes appropriations for OPEB expenses (\$935,000), recording these expenses in Non-Department accounts, providing a truer picture of what daily operating expense needs are for each operating department.

Maintenance and Operations

The Maintenance and Operations category comprises 33.6% of the FY 2024-25 General Fund budget (\$25,553,500). This broad category provides funding for office supplies, personal protective equipment for Fire personnel, professional engineering services, auditing services, grant writing and legislative advocacy, contract landscape and tree maintenance, computer software and hardware purchases, street sweeping, utilities (e.g., electricity, gas, water, cell phones), custodial services, facility repair and maintenance such as electricians and plumbers, uniforms and safety equipment for Police personnel, contract community services instructor payments, vehicle maintenance and repair services, software licenses (Office 365), graffiti removal and many other expenses that provide the programs and services that Montebello residents enjoy.

This category is increasing \$402,350 (1.6%) when compared to the FY 2023-24 adopted budget. The majority of this increase (66.7%) comes from the various “supplies” accounts, accounting for \$241,850 of this increase. This is a varied category that includes: janitorial, office and medical supplies, as well as uniform expenses, professional dues and subscriptions, training and travel reimbursement and the Citywide education reimbursement as outlined in the various labor association MOUs.

There is a reduction in Equipment (\$55,200) and Miscellaneous Expenses (\$29,500) that reflects certain one-time supplemental budget requests that were included in the FY 2023-24 budget that are absent from the FY 2024-25 proposed budget.

Utilities and fuel-related expenses (i.e., electricity, water, fuel for vehicles) are essentially flat year-over-year -- \$32,100 increase. Vehicle Maintenance associated costs remain relatively flat compared to the prior year (\$29,800 increase). The replacement of more than fifty vehicles in Police, Public Works, Code Enforcement, Fire and Parks and Recreation in the past four years has contributed to this trend. A newer fleet equates to lower maintenance costs, and improved service to residents.

There are annual Debt and Lease payments related to bond issuances (e.g., Series 2014ABC) and lease payments on equipment (e.g., Parks and Recreation vehicles, Public Works tractor, etc.) included in the FY 2024-25 budget. There are also new debt and lease payments reflected in the 2024-25 budget, increasing expenses by \$1.029 million from FY 2023-24.

There is \$652,700 in new financing costs related to the Citywide solar project. The intent of this project is to reduce electricity expenses so that annual financing costs are covered by the “savings” to be realized by the use of solar power citywide. The project is currently under



construction, with installation of solar panel having begun in Spring, 2024. Should any reductions in utilities materialize, they will not be reflected until the FY 2025-26 budget.

There is also a \$450,500 increase in the Fire Department related to the financing costs for a new Fire Truck purchased in 2022. The Fire Truck is expected to be delivered and put into service by the end of 2024. The first financing payment (on a 10-year term) will be recorded in FY 2024-25.

There are notable changes in the following Department's budgets year over year (more detail on each department follows later in this Budget Message):

Administration: The net year-over-year increase is \$606,300, with the largest single increase related to the 2024 General Election cost of \$180,000. This is a bi-annual cost and appears and disappears from the budget every even and odd year, accordingly. There is an increase of \$62,000 related to the new "Care Solace" mental health service contract, and additional expenses related to continued digitization of records (i.e., scanning planning and building documents).

It should be noted that there is \$40,000 in appropriations dedicated to various Montebello service organizations and non-profits. This continues the practice first implemented in FY 2023-24 of providing additional funding to groups such as the Chamber of Commerce and Ashiya Sister City for their operations.

Community Development: There is an overall net increase of \$728,500 in this Department. The single largest increase is due to the re-integration of Building Services. This division had been in the Public Works Department in prior fiscal years. The move back to Community Development adds \$750,000 to the FY 2024-25 budget. This increase is offset by adjustments to supplies and contract services in the Planning and Commercial Cannabis Divisions.

Fire: The \$1.152 million net increase from last year is spread across all divisions, with the largest increase in the Suppression Division (\$831,400), offset by decreases in Communications (\$131,900) and Administration (\$107,700). There is a net decrease of \$89,100 in full-time salaries across the Department – primarily from the charging of staff time to various homeless services, radio communications and firefighter staffing grants. However, these savings are offset by a \$634,900 increase to overtime. As noted above, the \$450,500 increase in financing costs is from the acquisition of a new Fire Truck.

Parks and Recreation: This department is seeing a year-over-year increase of \$1.045 million. Half of this increase (\$563,200) is in the Recreation Division and is from increased full and part-time staffing expenses. As the City improves and increases the number of community events (e.g., Summer Streetfest, farmers market, night market, 4th of July, pet vaccine clinics), it is necessary to increase the number of staff – primarily part-time – assigned. In addition, the annual increase to the State's minimum wage increases personnel costs. This Department has also added full-time staff -- Coordinators and Supervisors -- necessary to stage the number and quality



of events the community has come to expect. There is an additional \$467,200 increase from the integration of the Public Affairs Division for FY 2024-25.

Police: The net increase in this Department of \$1,368,700 is primarily from the Patrol Division (\$1,238,800), offset by decreases in the Support Services and Investigations Divisions. As noted earlier in this Budget Message, City Council approval of MOUs in May 2022 increased base salaries. There have been subsequent MOUs approved for both MPOA and MPMA (i.e., Lieutenants and Captains) since 2022, increasing wages and benefits again. These MOUs have increased salaries as well as certain fringe benefits and special pays such as longevity, education incentives, and one-time wellness stipends. Overtime in the Patrol Division reflects a year-over-year increase of \$300,000. The Communications (i.e., Dispatch) and Records Divisions are fully staffed as of the writing of this Budget Message, increasing wages by \$174,000 vs. the prior year.

Public Works: There is a \$1,274,700 decrease projected for FY 2024-25. The largest decrease is from the movement of the Building Services Division to Community Development (\$685,850). The \$392,900 decrease in the Streets Division is from lower utility expenses (i.e., electricity) related to the upgrade by SCE of streetlights to LEDs. In addition, part-time wages and overtime are reduced slightly to reflect forecasted actuals. The Engineering Division reflects a \$465,000 decrease year over year. This reduction is due to more accurate projections of contract services needs. It should be noted that the City continues its recent commitment to replacing trees Citywide, with \$50,000 provided towards this endeavor included in the FY 2023-24 budget (Trees Division).

Non-Departmental: The \$560,700 increase in this Division (reflected as part of the Finance Department budget page) is from the new financing costs for the Citywide solar project. The intent of the project is to reduce electricity expenses so that annual financing costs are covered by these “savings.” The project is currently under construction and any potential savings will not be realized until FY 2025-25. However, financing costs have begun, and the new expenses are reflected for the first time in the proposed budget.

Supplemental Requests

A few Maintenance and Operations (M&O) supplemental requests are included in the 2024-25 budget. As noted above in the discussion of “fixed costs,” there is relatively little room in the General Fund for supplemental expenses – whether one-time or recurring. Therefore, the FY 2024-25 budget reflects a very modest inclusion of the total amount of supplemental requests submitted by Departments.

The tables below provide a summary and detailed listing of the various supplemental items included in the budget, separated by General Fund (\$221,100 in supplemental items) and non-General Fund items (\$150,000). There is a total of \$371,100 in supplemental requests included in the proposed budget:



FIRE		
	Prevention	25,000
INFORMATION TECHNOLOGY		
	Division of Info Tech	53,000
PARKS AND RECREATION		
	Public Affairs	7,000
	Recreation	82,300
POLICE		
	Dispatch	10,800
	Patrol	3,200
PUBLIC WORKS		
	Administration	4,500
	Streets	35,300
TRANSIT		
	Operations	150,000
GENERAL FUND		
		221,100
TRANSIT		
		150,000



	Supplemental Request Description	Account No.	Amount
FIRE			
	CERT Program Supplies (various)	100-85-870-6000.40	25,000
			25,000
PARKS AND RECREATION			
	Summer Youth Employment Program		82,300
			82,300
PUBLIC AFFAIRS			
	Audio Equipment - Podcast - mixer, microphones	100-21-210-6010.10	1,000
	Event Camera	100-21-210-6010.10	1,000
	Outdoor PA System - Step & Repeat, Podium, Audio	100-21-210-6010.10	5,000
			7,000
PUBLIC WORKS			
	No Parking Signs, etc.	100-30-310-6025	4,000
	Dues & Subscriptions (Trade Magazines)	100-30-300-6030	500
	Vehicle Maintenance/Expenses	100-30-310-6080-30	300
	Steel Plates (Emergencies)	100-30-310-6000.40	35,000
			39,800
INFORMATION TECHNOLOGY			
	Keyboards/Mice (citywide replacement as needed)	100-21-420-6010.50	4,000
	WiFi Access Points Citywide	100-21-420-6010.50	10,000
	Cabling Services	100-21-420-6010.50	15,000
	Stock Laptops (Department "loaners")	100-21-420-6010.50	20,000
	Security Door for DoIT offices	100-21-420-6000.40	4,000
			53,000
POLICE			
	Dispatch - cloud back up software	100-80-820-6010.40	7,800
	Dispatch - Geo mapping (GIS services)	100-80-820-6010.40	3,000
	ACE Watch Dog system (K-9 heat warning system)	100-80-815-6010.40	3,200
			14,000
TRANSIT			
	Project Management Service - Hydrogen Fuel Station	600-90-900-6040-95	100,000
	Fueling Software Program	600-90-915-6010-40	50,000
			150,000
		GENERAL FUND =>	221,100
		NON-GENERAL FUND =>	150,000

Of the \$371,100 in supplemental items included across all funds, \$202,300 is one-time or non-recurring in nature. In other words, they are equipment and/or durable supply items with relatively long useful lives (five or more years). While these items will need to be replaced eventually, the



costs associated with acquisition do not need to be budgeted annually. The recurring items (i.e., signage, vehicle maintenance expenses, software licenses, etc.) total \$168,800 and will become permanently budgeted items going forward in the appropriate department.

As can be seen by the descriptions above, many of the supplemental items are necessary due to increased and improved programs and services – public safety K-9 and dispatch related software to improve responses, record keeping and analysis, various audio-visual equipment for community events, replacement information technology hardware for employee productivity, supplies for the newly created community emergency response team (CERT), etc. The supplemental requests included in the FY 2024-25 budget are spread across several departments. However, every operating department continues to identify unmet needs and such items will continue to be included in subsequent budgets as funding is available.

The table below shows the total amount of supplemental budget requests Departments submitted, illustrating the continued need for equipment, infrastructure upgrades and other large investments in the City's operations:

Department	Amount Requested
ADMINISTRATION	\$ 12,400
PUBLIC AFFAIRS	\$ 87,000
INFORMATION TECHNOLOGY	\$ 143,000
PUBLIC WORKS	\$ 10,915,300
COMMUNITY DEVELOPMENT	\$ 1,635,200
PARKS AND RECREATION	\$ 1,238,700
POLICE	\$ 1,995,200
FIRE	\$ 1,547,500
TRANSIT	\$ 2,890,000
	\$ 20,464,300

Only 1.8% (\$371,100) of the total items requested (as calculated by dollar amount) have been included in the FY 2024-25 proposed budget. There are several reasons for not being able to include all requested items: available funding, likelihood of procurement during the fiscal year, and need for additional research and quotes before approving inclusion of the request in the budget. The majority of the supplemental requests in Public Works, Fire and Parks and Recreation are infrastructure/capital projects: \$12.103 million or 59.1% of the total requested (\$29.464 million) can be categorized as such.

Citywide and Department Highlights

The FY 2024-25 budget includes various changes to individual Department budgets – adding staff and equipment, re-organizing divisions, etc. While basic services remain funded, there are enhancements in different key areas. The General Fund budget for all departments is \$76,100,900, a \$3,413,450 (4.7%) increase over the FY 2023-24 adopted budget. The ability to



continue funding all basic services, while providing for some unmet and deferred needs, is predicated on a concerted effort to right-size the City's budget coupled with improved revenue forecasts. The five-year budget development process created to assist in these efforts has provided additional analysis and improvement efforts to better refine and balance ongoing expenditures against ongoing revenues (see section above for a more detailed discussion of the City's five-year strategic budget development process).

The table below shows each Department's proposed budget and the variance from last year's adopted budget, as well as three years of actuals for comparison purposes:

	FY 2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 Adopted Budget	2024-25 PROPOSED BUDGET	Variance, FY 24-25 vs FY 23-24
Administration	2,473,138	2,709,803	4,804,612	2,221,900	2,828,200	606,300
Community Development	1,752,274	2,375,062	2,725,754	2,739,200	3,467,700	728,500
Finance	2,201,468	2,684,390	2,657,374	3,082,650	2,967,200	(115,450)
Fire	15,310,306	15,625,500	18,158,612	17,074,150	18,226,100	1,151,950
Human Resources	1,742,602	2,172,884	2,796,197	1,684,500	1,453,700	(230,800)
Parks & Recreation	5,078,363	6,002,391	4,030,430	4,170,450	5,215,500	1,045,050
Police	18,916,427	19,317,618	20,420,284	20,158,500	21,527,200	1,368,700
Public Works	9,998,328	10,827,022	16,981,915	16,752,800	15,478,100	(1,274,700)
Information Technology	-	-	-	1,656,600	1,229,800	(426,800)
Non-Departmental	11,912,014	5,352,367	9,338,925	3,146,700	3,707,400	560,700
	69,384,920	67,067,037	81,917,275	72,687,450	76,100,900	3,413,450

The paragraphs below provide a discussion of the major changes in each Department's budget for FY 2024-25.

Administration and Elected

Overall, the budgets for elected officials (City Council, City Treasurer, and City Clerk) and Administration increased a net \$606,300. As noted previously, the largest single increase is the expense related to the 2024 General Election: \$180,000 in estimated expense to be paid to the Los Angeles County Registrar of Voters for administering the election on the City's behalf. An additional \$13,000 has also been added for election related mailers and other "get out the vote" promotional items.

There are also new professional services (Care Solace mental health referral, \$62,000) and increased digitization efforts (scanning of planning and building related documents, \$104,000). There is also a slight increase of \$50,000 for City Attorney-related expenditures. This additional amount is based solely on prior and current year trends, as Staff attempt to budget accurately for all services provided. There is also \$40,000 in funding for various Montebello service clubs and organizations, an increase over the \$25,000 provided in FY 2023-24.



Community Development

The Community Development Departments' total budget of \$3,467,700 (4.6% of total General Fund appropriations) represents a \$728,500 net increase over FY 2023-24. The single largest increase is from the re-integration of Building Services, moving this function from the Public Works Department. In August, 2023, a decision was made to move Building Services back to Community Development (where it had last been in FY 2021-22). This division includes building inspection and plan check services, provided by a combination of full-time staff and professional engineering consultants.

There is also a slight increase of \$52,600 in the Code Enforcement Division. Compared to last fiscal year, this division is fully staff with full-time Code Enforcement and Parking Enforcement Officers. The City's contract with the third-party parking enforcement company has been adjusted to reflect actual expenditures – based on several years of actual data.

Fire

The FY 2024-25 budget of \$18,226,100 represents a \$1,151,950 increase over the FY 2023-24 adopted budget, a 6.7% year-over-year increase. There are increases in the Suppression and Fire Prevention Divisions (\$831,400 and \$109,650 respectively), offset by decreases in the Prevention and Administration Divisions of \$131,900 and \$107,700. There is also a \$450,500 increase related to the acquisition of a new Fire Truck that is new for FY 2024-25. The increase represents the first annual finance payment due – with expenses continuing for the ten-year financing term.

Regular Salaries and Overtime in the Suppression Division are forecasted to be \$220,000 and \$456,000 (respectively) higher than FY 2023-24. As noted previously in this Budget Message, recently approved MOUs increased base salaries as well as wage-based items such as longevity pay and EMT and Paramedic certification pay. These adjustments to sworn safety personnel wages and wage dependent special pays contribute to the year-over-year increase. In addition, vacancies have been filled at all ranks, and continuous recruitment aims to bring stability in staffing to the Department during the fiscal year.

The decrease in the Administration and Communications Divisions is due to increased use of new grant funding. In Administration, additional homeless services staff are charging hours to several grants received in the past two fiscal years. The expansion of the MCAP program – adding two full-time employees – was made possible by these State homeless services grants.

The Communications Division received funding from Congresswoman Sanchez, over \$2.0 million in grant revenue. In addition to providing for radio communications hardware and software, Staff can charge their time to this grant.

The City also received a SAFER grant, that allows for recently hired firefighters to charge their time to this award. The three-year grant will support numerous firefighters as the Department



seeks to fill vacancies. The \$1.883 million annual award helps offset General Fund expenses, while assisting the Department with hiring first responders.

There are two supplemental requests included in the FY 2024-25 budget: \$25,000 in supplies for the recently implemented Community Emergency Response Team (CERT) program; and one (1.0) full-time Senior Finance Technician that will assist the Department with payroll, purchase orders, invoices and other essential administrative tasks.

Parks and Recreation

The Parks and Recreation budget of \$5,215,500 is increasing by \$1,045,050. The majority of this increase is directly attributable to the expansion of special events and programs over the past three fiscal years. Fiscal Year 2024-25 represents the third full year of Staff projecting expenses for special events such as the Farmers Market, Night Market, 4th of July, Summer Street Festival, Utility Box Art, pet vaccine clinics, volunteer days, etc.

Part-time salaries in the Department have increased \$266,600 from FY 2023-24 – primarily due to the additional staff needed for the multitude of year-round events, combined with the increase to the State's minimum wage. Supplies (both non-durable and durable) are up approximately \$58,000. These increased Maintenance and Operations costs are associated with purchasing additional supplies for the expansion of community events throughout the year.

There is an increase of \$467,200 in the FY 2024-25 budget due to the integration of the Public Affairs Division. With the elimination of a separate department, this division is now housed under Parks and Recreation. Public Affairs provides public information officer services (dedicated, full-time City employees), as well as manages all of the City's social media.

As noted above, there is \$89,300 worth of supplemental requests included in the FY 2024-25 Department's General Fund budget. There is \$82,300 dedicated to the City's Youth Employment Program (YEP). Typically, a large portion of this program is funded by the Community Development Block Grant (CDBG) program. However, for FY 2024-25, there is limited CDBG funding for YEP expenses, hence the need to fund it entirely from the General Fund. It is anticipated this expense will return to the CDBG fund in FY 2025-26, reducing projected expenses in the General Fund for next fiscal year. Also included is \$7,000 in audio/visual equipment to assist Public Affairs with its duties.

The Department also has supplemental requests for three (3.0) full-time positions: Golf Course Facilities Manager, Public Affairs Manager and Administrative Assistant. The Golf Course Facilities Manager will be funded 100% from the Golf Fund and will serve as the liaison between the City and the Bella Verde Golf Course operations and landscape management company (Troon Golf). The Public Affairs Manager would provide oversight of the Public Affairs Division. The addition of the Administrative Assistant would provide consistent service at the Department's



main offices, serving as front-line receptionist and primary customer service representative for phone inquiries and walk-ins.

Police

The Police Department budget is \$21,527,200, a \$1,368,700 increase (6.8%) over the adopted FY 2023-24 budget. There are increases in the Administration, Patrol, Traffic, Communications and Records Divisions. These increases are offset by year-over-year reductions in the Support Services and Investigative Services Divisions. None of the decreases impact service or staffing levels. As Staff gains a greater appreciation for spending patterns – in salaries and maintenance and operations – refinements to budgets can be made which better reflect actual expenses. In addition, certain expenses have been moved to more appropriate divisions (i.e., crossing guard services). This is yet another by-product of the research being done as part of the five-year budget development improvement.

The majority of the increases come from salary changes due to approved MOUs between 2022 and 2024 as well as the successful filling of vacancies at the Police Officer rank/classification. The Patrol Division is impacted the most from the MOU adjustments and filling of vacancies, with full-time regular salaries increasing \$554,000, overtime increasing \$300,000, and PERS expenses increasing \$206,000 vs. FY 2023-24. This Division also saw a slight increase in cellular services as more phones are being provided to Police Officers as vacancies are filled.

The increase in the Traffic Division (\$236,200) is twofold: additional salary costs (\$93,000) as vacancies are filled, and the movement of crossing guard services from the Investigations Division (\$81,000). There are increases in both the Communications and Records Divisions (\$118,100 and \$55,900 respectively). Regular Salaries increased year-over-year in both Divisions as vacancies are filled and staffing levels remain stable. The Communications Division has had numerous vacancies over the past three fiscal years. During FY 2023-24, vacancies have been filled and the anticipation is staffing would remain stable through the fiscal year.

The Police Department budget includes \$14,000 in supplemental items. There is \$10,800 committed to cloud back-up and GIS software for Communications (Dispatch) and \$3,200 for the K-9 unit for a heat warning system to ensure the safety of the City's police canines.

There are also six (6.0) full-time positions added to the FY 2024-25 budget. In order to implement the Park Safety Program, the hiring of two (2.0) full-time Police Community Service Officers is required, as well as the addition of one each in the classifications of: Lieutenant, Sergeant, Corporal and Officer. There are additional salary/benefit appropriations included for the two non-sworn Police Community Service Officer positions that would provide additional park security throughout the City.



Public Works

The Public Works Department FY 2024-25 budget is \$15,478,100, a \$1,274,700 *decrease* from the prior fiscal year. However, none of this decrease will impact direct service such as street maintenance, tree and landscape services, pothole repair, graffiti removal or any of the daily duties Public Works staff perform that keep the City safe and beautiful. Instead, \$1.032 million of the total decrease from FY 2023-24 is from two reasons: movement of the Building Services Division to the Community Development Department (\$685,850), and the charging of a portion of the citywide street sweeping contract to Proposition C Metro Local Return Funding (\$309,600).

In addition to these two reductions to the Department's budget, there is a projected decrease in electrical utility expenses. SCE recently transitioned the City's street lights to LED from incandescent light bulbs during FY 2023-24. LED lighting is more economical and saves electricity, reducing annual utility bills.

The Streets Division -- responsible for road maintenance, graffiti removal, street sweeping, etc. -- has a \$50,000 increase to the graffiti removal budget, offset by a \$309,600 decrease to the street sweeping budget. This division also records the expenses related to residential refuse services: \$4.815 million total. Since the City receives the revenue from the refuse collection expenses charged to residents, the cost is offset completely.

The Trees Division maintains the commitment made in FY 2023-24 towards improving the City's tree canopy and increasing shade equity. There is \$50,000 committed to tree replacement, and \$400,000 for tree trimming and maintenance services.

The Engineering Division realizes a reduction of \$465,000 from FY 2023-24. The majority of this decrease is in contractual appropriations for various consultants. As part of the modified zero-based budgeting process, Staff reviewed the FY 2023-24 budget and realized some items had been "over-budgeted." Therefore, the FY 2024-25 Engineering Division budget reflects a more accurate set of appropriations, based on prior year actuals and anticipated use of various third-party engineering firms for a host of services.

In the Facilities Division, there is \$169,550 in additional funds for various trades related contracts: electrical, plumbing, elevator maintenance, locksmith service, etc. The City's aging facilities require more regular maintenance, and the use of on-call trades services has increased over the last several years. The City's janitorial needs have also increased as more special events are held (see Parks and Recreation Department overview). There is also additional funding for a second full-time Facilities Maintenance Tradeworker II, and anticipation of filling the vacant Electrician and Plumber full-time vacancies. These three positions will complement the contracted services and provide immediate, on-site response capabilities for routine facilities requests.



The Department's budget includes \$39,800 in supplemental requests: vehicle maintenance, professional dues and subscriptions, signage and steel plates for temporary road work. The Department is also requesting an additional three (3.0) full-time positions: Public Works Manager, Administrative Manager and Administrative Assistant. The Public Works Manager will provide additional oversight in the Streets and Parks Division, assisting the Superintendent and Maintenance Workers with routine and emergency maintenance tasks. The Administrative Manager and Administrative Assistant would provide oversight and support to the Director and coordinate budget preparation and oversight – operating and capital – as well as streamline work orders and related tasks.

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Metro Transit revenue, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.) that are utilized to fund daily bus operations and maintenance of the fleet. The FY 2024-25 Transit budget – excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) – includes \$38.402 million in expenditures balanced against \$35.161 million in revenue.

It should be noted that certain Transit-specific American Rescue Plan Act (ARPA) funds remain available for Transit operations and will be claimed as allowed expenses are incurred. This additional revenue has not been added to the projected FY 2024-25 budget. However, once recognized, revenue for FY 2024-25 will come in higher than the current projection. (For example, a portion of this “pandemic era” funding was used to offset salary and benefit expenses over the prior three fiscal years).

The table below provides an overview of expenditures and budgets from FY 2021-22 to FY 2024-25, by division:

	2021-22 Actual	2022-23 Actual	2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET	Variance
Transit Administration	8,200,860	12,513,739	10,515,450	13,762,100	3,246,650
Transit Operations	9,952,839	15,700,616	17,166,600	15,470,900	(1,695,700)
Metrolink Station	87,695	109,848	98,300	154,900	56,600
Corporate Shops	4,529,545	6,772,119	10,111,000	8,420,000	(1,691,000)
Capital Projects	2,831,676	6,212,202	-	-	-
Prop C 5% Security	272,768	394,707	483,700	573,800	90,100
Bus Advertising	13,869	15,000	20,000	20,000	-
Non-Departmental	-	(3,374,502)	-	-	-
	25,889,252	38,316,730	38,395,050	38,401,700	6,650

There is a \$3,246,650 year-over-year increase in the Administration Division. This is due to salary increases as vacancies have been filled (i.e., Sr. Management Analyst, Administrative Manager, etc.) in the past fiscal year. There is also the Transit share of the citywide solar project financing



costs, as these new expenses are budgeted for the first time in FY 2024-25. The largest increase from FY 2023-24 in the Administration Division is a \$1.4 million transfer out to the Information Technology Infrastructure Upgrade project capital fund (Fund 325). This transfer covers Transit's share of this essential project, as a portion of the City's information technology backbone is utilized by Transit operations.

The Operations Division will see a decrease of \$1,695,700. Even with increased salaries from the recently approved MOU with SMART-TD, there is still a decrease over the FY 2023-24 adopted budget. The sole reason for this is that salary and benefit appropriations for FY 2023-24 were budgeted too high. Therefore, the more accurate budgeting for FY 2024-25 reflects as a decrease from the prior year's budget. It should be noted that vacancies continue to be a challenge in this Division, contributing to lower than expected salary and benefit costs. Management continues to recruit steadily, and the new MOU – which raised wages considerably to market levels – should assist in recruitment efforts, as well as the ongoing hiring incentive program.

The Corporate Shop Division will see a \$1,691,000 decrease vs. last year. One of the reasons for this decrease is the absence of \$800,000 in supplemental requests that were included in FY 2023-24: "bus wraps" to complete the rebranding of the Montebello Bus Lines fleet; and purchase of a heavy-duty scrubber and a ride-on sweeper.

In addition to the operating budget found in Fund 600, capital and equipment projects and purchases are also funded through grants and state funding. Additional details can be found in the budget book: Transit Grant expenditures (Fund 270) and SB1/SGR projects (Fund 202) related sections.

Hotels – Hilton Garden Inn and Home2Suites

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) underwent a complete remodel in 2020, the first since it opened over seventeen years ago, and reopened to the public in September 2020 after being closed for more than six months.

As business and leisure travel patterns continue to recover to pre-pandemic levels, the Hilton Garden Inn's performance continues to improve as occupancy rates increase. The hotel is forecasted to have a surplus in FY 2024-25 of \$805,800. The refinancing of HGI debt (December 2019) was a positive financial move, providing significant debt service savings for three years by restructuring the debt to be interest only during the pandemic. This refinancing made economic sense – taking advantage of historically low interest rates – and was fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel's occupancy also suffered in 2020 due to the pandemic. However, in recent years occupancy has been climbing and performance appears to have returned to pre-



pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. Home2Suites is forecasted to have a comfortable operating surplus for FY 2024-25 of \$2,706,100.

The table below provides an overview of the two hotels' financial performance, from FY 2019-20 to FY 2024-25. As can be seen for fiscal years 2019-20 and 2020-21, the pandemic severely impacted both hotels negatively. But in recent years, surpluses have grown:

	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ACTUALS	FY 2022-23 ACTUALS	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
Hilton Garden Inn						
EXPENDITURES	4,739,899	3,367,167	5,088,666	5,944,554	5,902,800	6,144,200
REVENUE	4,482,116	2,073,794	5,359,743	6,655,126	6,175,000	6,950,000
SURPLUS / (DEFCIT)	-257,783	-1,293,373	271,077	710,572	272,200	805,800
	FY 2019-20 ACTUALS	FY 2020-21 ACTUALS	FY 2021-22 ACTUALS	2022-23 Actual	FY 2023-24 ADOPTED BUDGET	FY 2024-25 PROPOSED BUDGET
Home2Suites						
EXPENDITURES	8,602,561	7,993,039	9,782,112	11,157,029	10,027,700	10,718,900
REVENUE	9,064,121	8,360,803	12,062,484	13,431,144	13,150,000	13,425,000
SURPLUS / (DEFCIT)	461,560	367,764	2,280,372	2,274,115	3,122,300	2,706,100

Both hotels are well positioned to take advantage of the continuing post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue will be sufficient to support operations and debt service payments with no negative impact on the General Fund.

Golf Course Operations

The City's 118 acre golf course underwent a complete transformation between Fall 2022 and Spring 2024. The 18 hole public course has been re-imagined and rebuilt to match the golfing needs of the 21st century. A new 9 hole executive lighted course has opened, along with a 6 hole course that plays short and can be combined with other holes for a 10 hole experience – the addition of lights allows for night play for the first time in the course's history. The construction of a new clubhouse – completion expected Summer 2024 – will round out the redevelopment of the over 100 year old course, breathing new life into this public space and introducing golf to a new generation of player.

The golf course operations are recorded in Fund 610. For FY 2024-25, expenses related to golf course and landscape management by the Troon Company will be approximately \$1.947 million. In addition, utility expenses of \$500,000 are projected – water and electricity. The lease costs for the fleet of new golf carts will be \$104,800. It should be noted there is continuing debt service



from previous refinancing bonds (Series 2014C Lease Revenue Bonds) as well as the more recent Series 2022A bonds that were issued to fund course reconstruction.

Recognizing that golf fees had not been adjusted since 2010, the City Council approved a new “tee sheet” of updated green fees and cart rental charges. Given the expansion of the golf course and the ability to offer new golfing experiences, Staff was able to craft fees that are reasonable and provide sufficient revenue to continue upkeep of the brand-new course. Early forecasts indicate \$2.647 million in golf related fee revenue. Staff will continuously monitor revenue and make adjustments to forecasts throughout the fiscal year. The goal of crafting the updated fee schedule for the golf course was to bring in sufficient revenue to end the years of subsidization of a course that operated at a chronic deficit.

In addition to the reconstruction of the Golf Course, on 15 acres of land located at the northeast corner of the course, a Topgolf entertainment complex opened in Spring 2024. The three-story, 100 bay entertainment and conference complex has revitalized the golf course campus, introducing a new style of golf to the community and adding a destination amenity for casual and serious golfers alike. The Topgolf facility offers meeting and gathering spaces as well that provide additional space on the campus for conferences, meetings, etc.

These projects will bring new sources of sales tax and lease revenue to the General Fund. Moreover, they contribute to the City’s economic development efforts, helping to revitalize a portion of the City that will draw additional, new development in future years.

Capital Improvement Program

The proposed CIP budget for FY 2024-25 includes a mixture of new appropriations and carryover of previously appropriated but not yet spent funds. The total (estimated) CIP budget for FY 2024-25 is \$40.115 million. This amount is comprised of \$6.239 million in new appropriations, \$28.976 million in (estimated) carryover funds, plus \$1.153 million in Maintenance and Operations expenditures. It should be noted that the final carryover amounts of projects in progress will not be known until after year-end close (June 30, 2024). As was done in prior fiscal years, subsequent City Council action will be requested to appropriate the carryover amounts.

In addition, there will be some remaining uncommitted fund balance in certain funds that could be used for new capital projects (those not included in the current CIP project list) or for expanding approved projects if necessary. In other words, available fund balance exists that has not been committed to a particular project – either with previous budgets or with the FY 2024-25 proposed CIP budget. The Director of Public Works will work with staff and the City Council to determine potential priority projects to which these unprogrammed funds can be obligated. Subsequent City Council action would appropriate the unprogrammed funds depending on decisions made about new or expanded CIP projects.



The \$40.115 million CIP budget utilizes funding from Gas Tax, Metro Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), Paving the Way Bond Proceeds, and Federal and State grants (i.e., HSIPL, Sewer Infrastructure) for a host of various projects. The budget document contains additional pages and detail of the CIP plan.

The following paragraphs will provide highlights and other information about the City's FY 2024-25 capital improvement program. The table below provides a high-level overview of CIP appropriations by fund (NOTE: not included in the amounts below are appropriations for debt service and administration – allowed charges for salaries and benefits):

Fund Description	Fund Number	New Appropriations	Carryover Appropriations*	M&O Expenditures**	Total Funding:
Gas Tax	200	-	2,651,000	730,000	3,381,000
Proposition A	210	-	7,309,300		7,309,300
Proposition C	215	885,100	1,168,900	334,600	2,388,600
Measure M	222	2,102,000	-	25,000	2,127,000
Measure R	220	1,294,000	85,000		1,379,000
Measure W	229	758,106	-		758,106
SB1/RMRA	201	1,100,000	-		1,100,000
TDA-3	223	100,000	-	63,300	163,300
Sewer Infrastructure	263	-	2,100,000		2,100,000
HSIPL	Grant (265)	833,100	-		833,100
SSARP	Grant (265)	-	-		-
Prop C - Paving the Way	215	-	11,698,200		11,698,200
Meas M - Paving the Way	222	-	2,214,840		2,214,840
Meas R - Paving the Way	220	-	1,748,400		1,748,400
		7,072,306	28,975,640	1,152,900	37,200,846
<i>*These amounts are estimates; actual amounts will not be known until after June 30, 2023. Subsequent City Council action will follow to re-appropriate carryover funds for applicable CIP projects.</i>					
<i>**Maintenance and Operations appropriations include signs, markings, street sweeping, concrete cutting/sidewalk repair and other related expenses. Not included are expenses related to administration (i.e., salaries, benefits) or debt service on the Paving the Way Bonds</i>					

There are several new projects as well as existing projects having their budget increased, that are in different stages of planning: engineering studies/analysis, design, construction, maintenance or debt service/other expenses:

- Bluff Road Slope Stabilization project would commit \$469,000 towards repair work
- Signal synchronization work along Washington Blvd would utilize \$559,800 in Proposition C funding
- Design and construction work for Plaza Drive would commit \$894,100 in Proposition C funds for this project in the northeast corner of the City



- The City has an annual street resurfacing program, encompassing “grind and overlay,” “slurry seal,” “reconstruction,” and “HYRAP” work, depending on the condition of the street. These annual projects will have more than \$3.4 million committed to them by using Measure M, Measure R, SB1/RMRA and TDA-3 funds
- Regular maintenance such as replacing signs, maintaining traffic signals, striping, and other related work will be funded utilizing State Gas Tax funds (\$805,000)
- New for FY 2024-25 is the use of \$346,000 in Proposition C funds to help offset the citywide street sweeping contract, reducing the burden on the General Fund

The City will also continue utilizing the remaining Paving the Way bond funds (\$15.661 million) to repair and pave streets throughout Montebello. Additional details and plans will be provided at subsequent City Council meetings as construction contracts are put out to bid and subsequently awarded.

As discussed earlier in this Budget Message, staff have improved cost allocation methods, and will be utilizing the maximum amount allowed per Metro Local Return Fund guidelines to offset administrative costs. Public Works staff and consultants conducting engineering, planning and related work charge their time to Proposition A, Proposition C, Measure M and Measure R on an “hours worked” basis. This allocation of time relieves the General Fund of these expenses, allowing for additional budget capacity.

Conclusion

The Fiscal Year 2024-25 budget is being prepared under promising, yet tempered, conditions as the economic and social impacts of the global pandemic continue to wane since the spring of 2020. The entire \$227.109 million all-funds spending plan provides appropriations across the full range of services that Montebello provides: fire, police, transit, public works, community services, planning, building, code enforcement, information technology, financial planning, homeless outreach, street improvements, recruitment, and so forth. There will be \$222.423 million in revenue from various sources to fund the myriad expenditures across all operations.

This budget provides an expansion of certain services and programs, while continuing the process of modified zero-based budgeting that will place Montebello on sound financial footing. It represents the final year of the five-year plan designed to create a culture of fiscal responsibility throughout the organization. Right sizing the budget by re-evaluating prior methods by which budgets were built will continue, providing funding where appropriate while ensuring the City lives within its means and manages public funds responsibly and transparently while meeting the needs of residents and responding to City Council priorities.

The myriad accomplishments of the past year, and the projects and programs planned and funded in the Fiscal Year 2024-25 budget will help Montebello in its second century of incorporation. The efforts and positive strides forward will ensure the next 100 years see more successes and keep Montebello progressing forward.



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: ANNUAL APPROVAL OF INVESTMENT POLICY

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. It is recommended that the City Council adopt Resolution No. 24-39 approving the Investment Policy Statement for the City and Successor Agency as required by Government Code Section 53601 et al.; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of the updated Investment Policy Statement (Attachment B) has no immediate fiscal impact. State Government Code requires annual review and approval of the investment policy by a City's governing body, even if no changes are made to the policy.

The attached policy remains unchanged from the version approved by the City Council last year (June 14, 2023). Staff is bringing the policy for City Council review and approval so this process remains aligned with annual budget development and adoption.

BACKGROUND/DISCUSSION:

State Government Code requires cities to have a City Council approved investment policy that guides the investment of idle cash. The policy is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate goal of the policy is to enhance the economic status of the City while protecting funds under management and meeting daily cash flow needs.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 2

The City of Montebello has an investment policy statement (Attachment B) most recently reviewed and approved on June 14, 2023 (and prior to that, August 19, 2019, October 28, 2020, June 23, 2021 and June 8, 2022). The California 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 irregular nature of review and updating of the policy required a much more thorough updating of the policy in October, 2020. Last year’s update was routine, as the review process is aligned on an annual basis and coincides with budget review and adoption.

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 in 2020. 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 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.

There are no changes to the attached investment policy (Attachment B) for Fiscal Year 2024-25. The policy fully incorporates Government Code Section 53601 et al allowable investments. Having the ability to further diversify funds, and improve safety and liquidity while also gaining some yield is a prudent move.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council is being asked to adopt Resolution No. 24-39 (Attachment A) approving the Investment Policy Statement of the City and Successor Agency (Attachment B). There are no changes to the investment policy, and it remains identical to the version adopted last fiscal year. This approval will continue the re-alignment of investment policy consideration so that it occurs annually in June.

ATTACHMENT(S)

1. Attachment A - Resolution Investment Policy Update
2. Attachment B - City of Montebello FY 2024_25 Investment Policy

NEXT STEPS:

N/A

ATTACHMENT A

RESOLUTION NO. 24-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING AN INVESTMENT POLICY STATEMENT FOR THE CITY AND SUCCESSOR AGENCY

RECITALS

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on June 14, 2023; and

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

SECTION 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

SECTION 3. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

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.

APPROVED AND ADOPTED THIS 12TH DAY OF JUNE 2024.

Scarlet Peralta, Mayor

RESOLUTION NO. 24-39

Page 2 of 2

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-39 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 12th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



City and Successor Agency Montebello

Investment Policy Fiscal Year 2024-25

**Adopted by City Council
June 2024**

City/Successor Agency of Montebello
Investment Policy

TABLE OF CONTENTS

Introduction2

Scope2

Delegation of Authority2

Ethics and Conflicts of Interest 2

Prudence/Prudent Investor Standard 2

Internal Controls 3

Investment Objectives 3

Performance Evaluation 3

Diversification 3

Portfolio Segregation 4

Bond Issuance Arbitrage Rebate4

Qualified Dealers 4

Safekeeping of Securities4

Collateralization 5

Maximum Maturities5

Investment Pools/Money Market Mutual Funds 5

Authorized and Suitable Investments6

Ineligible Investments9

Fiscal Accountability and Investment Committee 9

Portfolio Reporting9

Review of Investment Portfolio 10

Investment Policy Adoption 10

Glossary 11

1. INTRODUCTION

This Statement of Investment Policy (“Investment Policy” or “Policy”) is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to “City” is inclusive of the “Successor Agency.”)

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer's report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
 - U.S. Treasury Securities: 110%
- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
 - U.S. Treasury Securities: 102%
 - U.S. Government Agencies: 102%
- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.
- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.
- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S. Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A’ rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

- A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.
- B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.
- C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.
- D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.
- E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.
- F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of \$500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as provided by a NRSRO. Purchase of commercial paper from corporations on negative credit

watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

- G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.
- H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.
- I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.
- J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.
- K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at \$1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.
- L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.
- M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

- N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
- O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated “AA” or better by an NRSRO and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City’s investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City’s investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The portfolio report shall include a statement certifying the ability of the City to meet its expenditure

requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant \$1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official accountholders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 5 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$59,450; and
2. Authorize the City Manager to execute the amendment; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total estimated expense for the additional architectural and engineering services is \$59,450. The contract amount for SPORTFIVE Golf, LLC increases from \$1,238,290 to \$2,039,317. See below for breakdown of previous amendments, along with the proposed Amendment No. 5:

Original Contract with SPORTFIVE	\$1,238,290
Amendment No. 1	\$188,790
Amendment No. 2	\$149,890
Amendment No. 3	\$ 362,487
Amendment No. 4	\$40,410
Amendment No. 5	\$59,450
Total Contract Amount	\$2,039,317

There are sufficient appropriations in Fund 310 (Golf Course Renovation Project) to cover the additional expenses of Amendment No. 5. Therefore, no budget amendment is necessary.

BACKGROUND/DISCUSSION:

On November 10, 2021, the City Council awarded Professional Services Agreement No. 3937 to SPORTFIVE Golf, LLC for the design of the Montebello Municipal Golf Course Renovation Project. The agreement was in response to Request for Proposals (RFP) No. 22-1.

The Golf Course Renovation Project has three distinct phases. The first two phases consisted of rough grading and engineering work, followed by contouring, landscape and related work to create the re-imagined Golf Course. Phase 3 is primarily comprised of work on the new clubhouse as well as related construction work on/around the clubhouse site. Additional design services are required to address various project elements that were not contemplated as part of the original project scope and/or to address conditions that have changed during the development of the design. The additional services are summarized in Exhibit A of Attachment B.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of Amendment No. 5 to Agreement No. 3937, staff will coordinate the completion of the added services and the design of the golf course clubhouse with SPORTFIVE Golf, LLC.

ATTACHMENT(S)

1. Attachment A - Agr No. 3937 Amendment No. 5
2. Attachment B - Agreement No. 3937
3. Attachment C - Agr No. 3937 Amendment No. 1
4. Attachment D - Agr No. 3937 Amendment No. 2
5. Attachment E - Agr No. 3937 Amendment No. 3
6. Attachment F - Agr No. 3937 Amendment No. 4

NEXT STEPS:

N/A

AMENDMENT NO. 5

**TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 5") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, as amended ("Agreement"), is made as of June 12, 2024 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 2 to the Agreement, dated August 1, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 3 to the Agreement, dated August 23, 2023, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 4 to the Agreement, dated February 28, 2024, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 5 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as Exhibits A-1 and A-2 which are incorporated into the Agreement by this reference.

Compensation for the expanded scope of work contemplated in this Amendment No. 5 shall be as follows:

"City agrees to compensate CONTRACTOR for the expanded scope of work

contemplated under Amendment No. 5 (Attachment "B"), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **Fifty Nine Thousand Four Hundred and fifty dollars (\$59,450)**; unless a different amount is specifically approved in advance in writing by City."

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 5, all provisions of the Agreement shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 5 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 5 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 5.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 5 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 5 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 5 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

SPORTFIVE GOLF, LLC
("CONTRACTOR")

By: _____
Raul Alvarez, City Manager

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

Exhibits:

- Exhibit A-1 Proposal Dated September 15, 2024
- Exhibit A-2 Proposal Dated November 21, 2023



September 15, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #26 – Engineering Services for Via San Clemente Paving

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente, starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$24,200. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$24,200 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #26, Engineering Services for Via San Clemente Paving - \$25,410.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

September 14, 2023

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization AWA #7 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #7 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 1 of 3

September 14, 2023

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization #7 (AWA) is for additional survey and engineering coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Field Topography

DRC will perform additional field topography on Via San Clemente. This topography will include sections approximately every 25' linear feet across the existing roadway. Field topography will be sufficiently detailed to perform an engineering review of existing pedestrian routes to determine areas of non-compliance with current guidelines and be utilized to establish existing roadway design grades and drainage. New surface features designed (if constructed) as part of golf course rehabilitation project will be "As Built" for incorporation into project plans. The field survey will then be processed into CAD files for design purposes. NOTE: it is understood prevailing wage will be paid to field survey crew.

Via San Clemente Roadway Maintenance Plans

DRC will prepare roadway maintenance plans for necessary pavement rehabilitation of Via San Clemente. It is understood this is maintenance of existing roadway and a SWPPP will not be required, GC to implement standard construction erosion control BMPs. The existing curb and gutter will be maintained for street drainage and no upgrades for green street design. Plans will be plan view only (no profiles) with centerline & right-of-way based on record street drawings. Portions of the existing walk will be removed and re-constructed to conform to current accessible guidelines. Existing driveways will be maintained at existing location. Plans will be prepared at no less than 1"=40' with necessary ADA blow-up details prepared at no less than 1"=10'.

Construction Support & Site Visits

Assist the Client, Architect, and General Contractor in clarifying the intent of the Project Plans and to resolve construction issues in the field. Respond to RFI's on the project, in writing, and distribute to the Project Team. As necessary, prepare plan revisions or details to facilitate completion of the work. Attend Pre-Construction Meeting and Construction Progress Meetings, as directed by the Client. At the direction of the Client, DRC's Project Manager or Project Engineer will visit the Site to make observations of the improvements and their conformance with the Project Plans, or, to resolve construction issues in the field. This task does not constitute inspection or certification of construction on the part of DRC. Task assumes 20 staff hours including two (2) site visits.

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 2 of 3

September 14, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.
- SWPPP
- Storm water quality
- Street re-configuration
- Construction staking (available from DRC by request)

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Field Topography	\$6,900
Roadway Maintenance Plans	\$12,000
Construction Support	\$4,100
Subtotal	\$23,000
Reimbursables	\$1,200
Total	\$24,200

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 3 of 3

September 14, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____
End of Proposal

Date: _____



November 21, 2023

City of Montebello
Ms. Rita Montalvo
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

**RE: Amendment #27 – Engineering Services for Lake Fill Coordination and Via San Clemente Plan
Additional Scope**

Dear Ms Montalvo,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to Engineering coordination for lake fill and additional work outside the scope for the Via San Clemente paving plans.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$15,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$15,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #27, Engineering Services for Via San Clemente Paving - \$15,750.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

November 20, 2023

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization AWA #8 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #8 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional effort not currently covered under the original contract or previous additional services. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 1 of 3

November 20, 2023

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization #8 (AWA) is for additional engineering design and coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Los Angeles County Department of Health Coordination

In Mid-October LADPH conducted a site visit with the general contractor and would not allow commencement of lake fill utilizing reclaimed water. This was an unforeseen change by the department on a project critical path to start watering processes for the golf course. DRC coordinated with department and water agency to fully understand the agencies' concerns. DRC prepared exhibits for agency review to illustrate the lake interaction in a high storm (lake inundated to flood level) with water agency features. DRC provided exhibits to the golf contractors to construct the necessary lake fill design features to satisfy agency concerns while maintaining the general overall design aesthetic of the golf course. DRC led an on-site meeting with stakeholders and contractors to ensure all issues were satisfactorily addressed and a clear plan to move forward was understood by all attendees and the lake was allowed to be filled in a timely manner.

Via San Clemente Storm Drain

At the request of stakeholder's input DRC implemented the request to add additional catch-basin inlets and necessary storm drain. This request was in response to hotel operator noting to city staff the existing catch basins located near the front of the Home 2 Suites hotel are routinely inundated in small rain events due to the extensive area south of the catch basins tributary to the existing inlets. Based on the field walk with city staff it was agreed additional catch basins were justified. The catch basins size would be based on simple aerial estimation of tributary area due to long-term planned changes of the up-hill area and desire not to further increase scope of work on Via San Clemente. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Via San Clemente Revisions

During this field walk city staff indicated a desire to revise the "As-Built" connection of Top Golf Drive to Via San Clemente to a PCC apron for better durability and this was incorporated into street plans. City staff also requested DRC prepare an engineer's estimate of work with several bid alternative's itemized on the plans for the GC to break out to allow city staff to determine best utilization of funding. During the field walk with stakeholders, the changes to Via San Clemente were discussed and it was determined a signing and striping plan would be necessary to re-stripe Via San Clemente to fit with owner/operator vision of the overall golf campus. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 2 of 3

November 20, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
LACO DPH Coordination	\$6,000
Via San Clemente Storm Drain	\$5,500
Via San Clemente Plan Additions	\$3,500
Subtotal	\$15,000
Total	\$15,000

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 3 of 3

November 20, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____
End of Proposal

Date: _____

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3937
BY AND BETWEEN
CITY OF MONTEBELLO
AND
SPORTFIVE GOLF, LLC**

THIS AGREEMENT ("Agreement") is made and entered into on **November 16, 2021**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and SPORTFIVE Golf, LLC (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") for a total not-to-exceed amount of **one million two hundred and forty-four thousand two hundred and forty dollars (\$1,244,240)**. CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not 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, but the terminating party shall be entitled to pursue any and all available remedies at law or in equity. Further, upon such a termination, 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.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to 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.

Each of the Parties (the "Indemnifying Party") agrees to, and shall indemnify, protect and hold harmless, the other, its officers, officials, employees, subsidiaries, affiliates, parent entities, agents and volunteers (and, as it relates to the CITY, its elected and appointed boards) (collectively, the "Indemnified Parties") 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 Indemnified Party 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 Indemnifying Party's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of such Indemnified Party.

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.

ESL

CONTRACTOR 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:

CITY:
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

Copy to:
City Attorney
Arnold M. Alvarez-Glasman
13181 Crossroads Parkway North, Suite 400, West Tower
Industry, CA 91746

CONTRACTOR:
Mr. Michael Angus
SPORTFIVE
7077 E Marilyn Road, Suite 140
Scottsdale, AZ 85254
E-mail: michael.angus@sportfive.com

Copy to:
General Counsel
SPORTFIVE
7777 Glades Road, Suite 100
Boca Raton, FL 33434
E-Mail: lee.galkin@sportfive.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 OF MONTEBELLO



René Bobadilla
City Manager

Dated: 11/30/21

ATTEST:



Christopher Jimenez,
City Clerk

CONTRACTOR



SPORTFIVE Golf, LLC
R. Steve Loy
President, Global Golf

Dated: 11-17-2021

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney



EXHIBIT A
SCOPE OF WORK

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





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,

A handwritten signature in black ink, appearing to read "Michael Angus".

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.

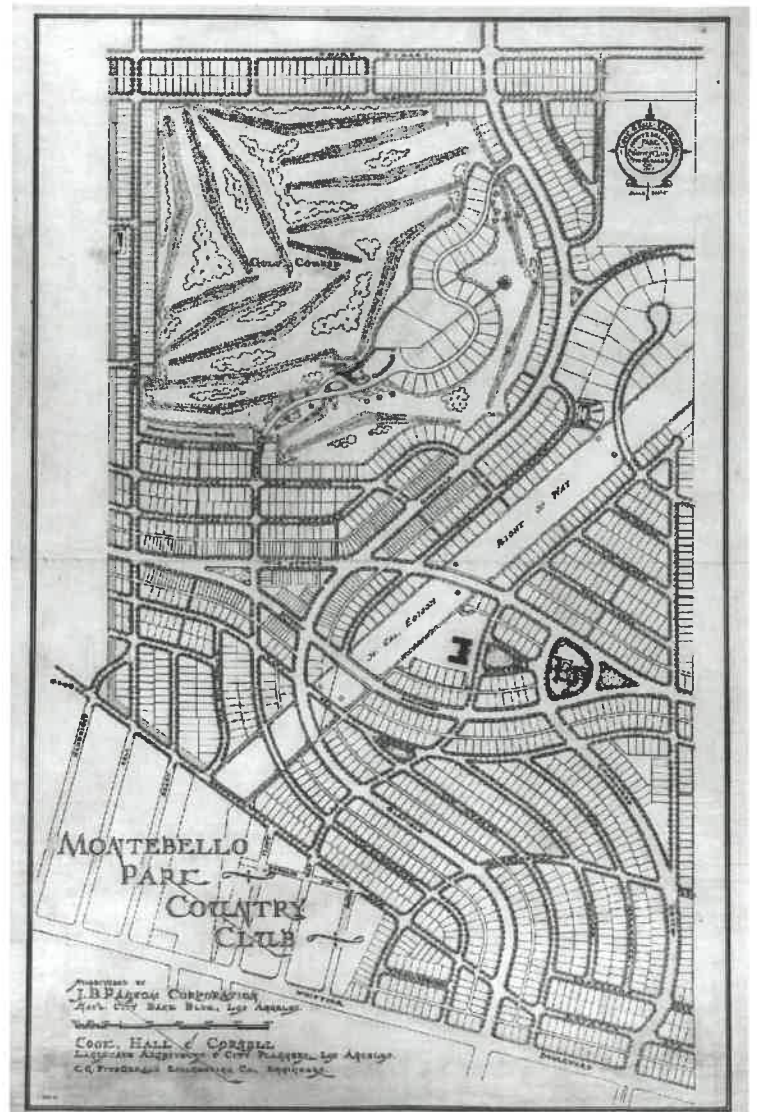
Currently, a 140-acre facility the Montebello Golf Course features an aging 18-hole golf course



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"

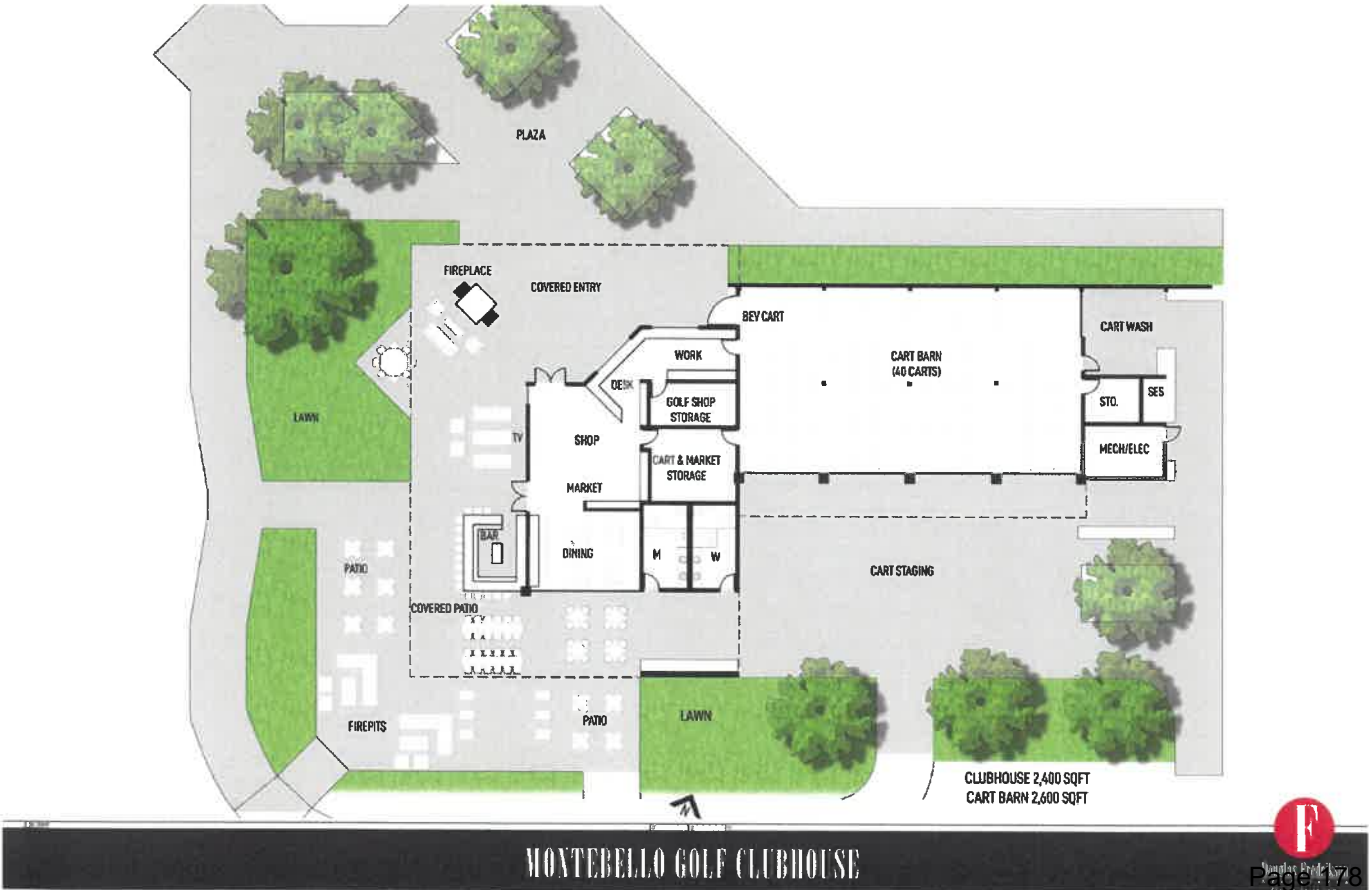
PROJECT APPROACH

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.



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.



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

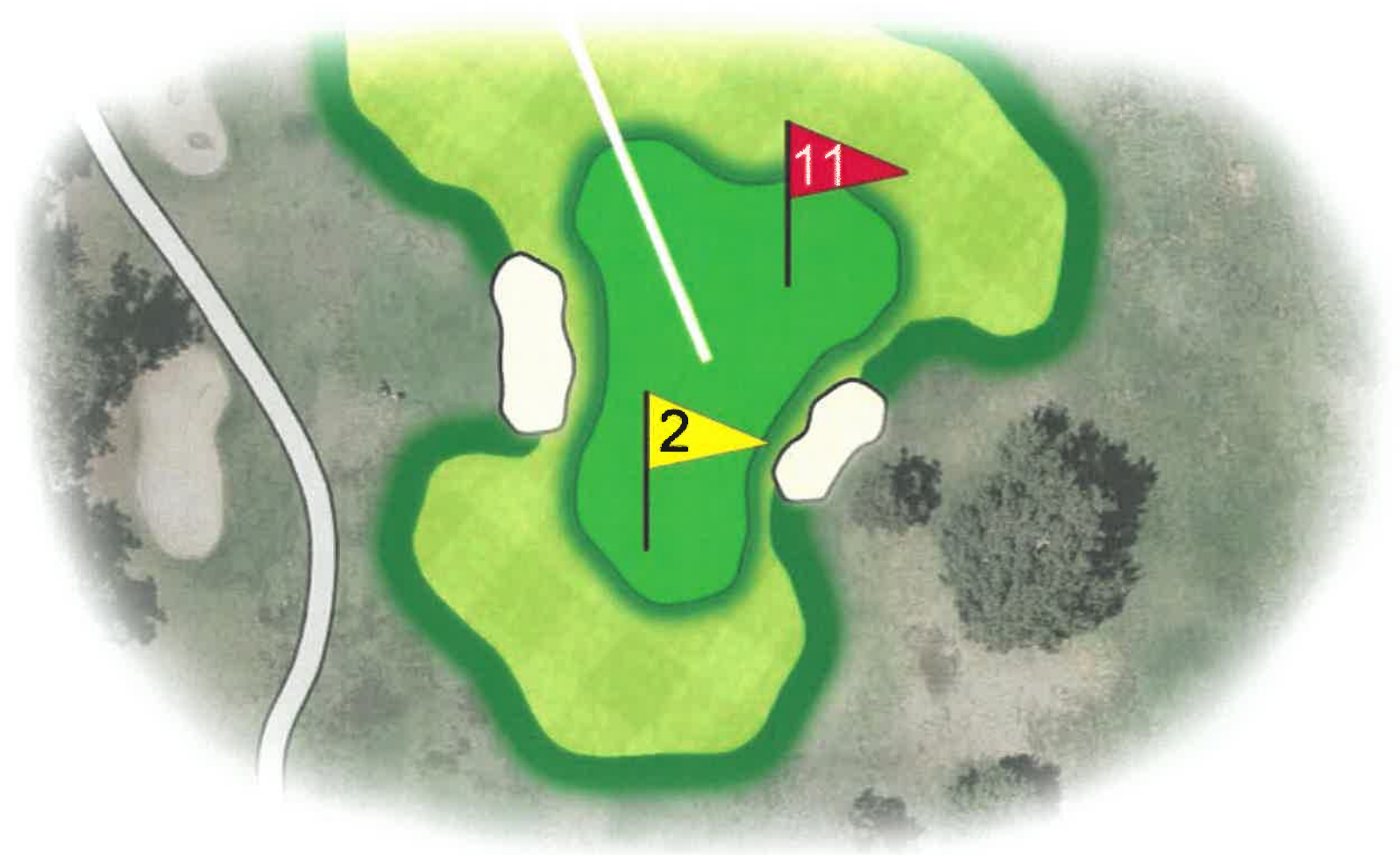
Affordable

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.

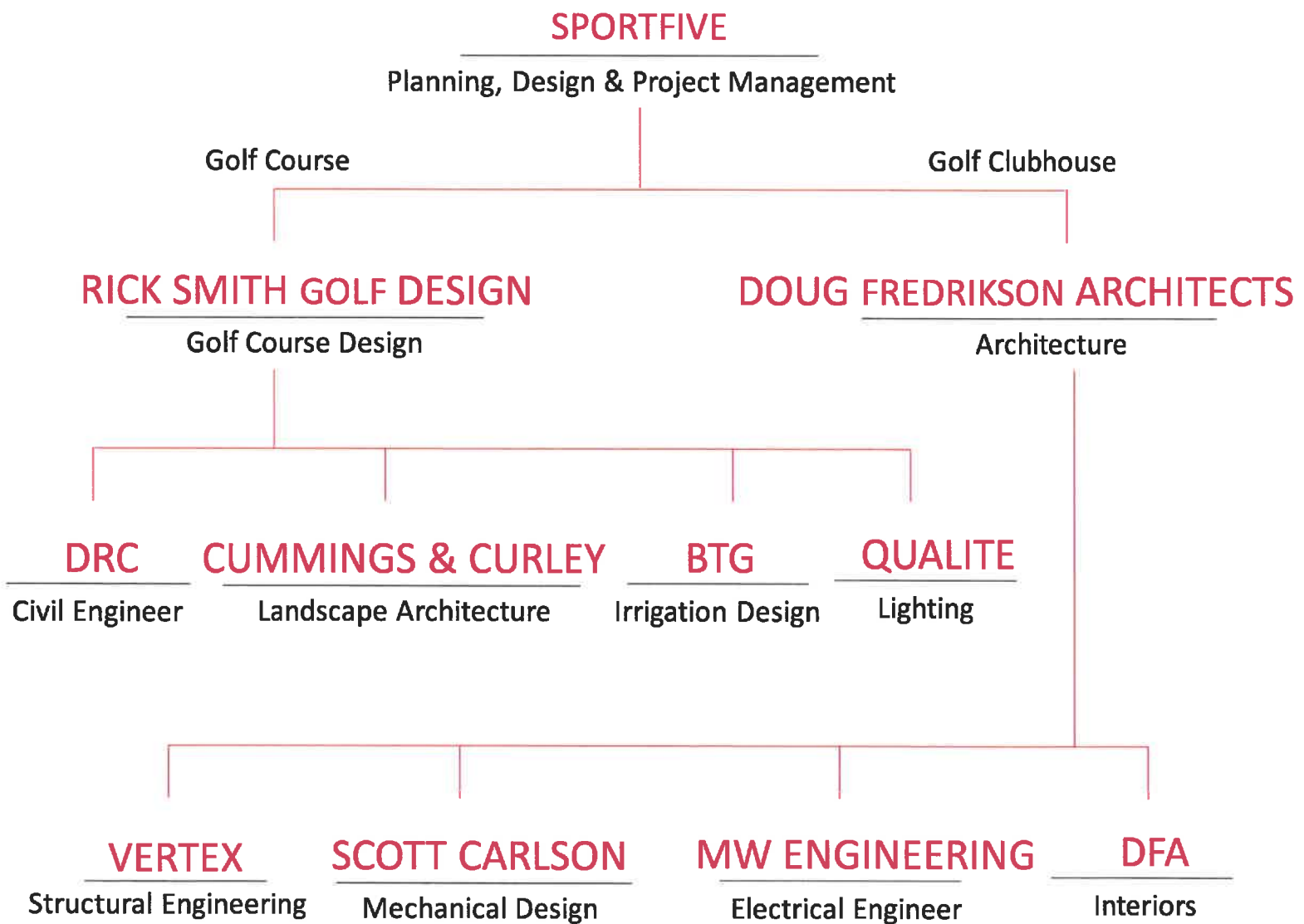


“Toptracer is revolutionizing the golf experience all over the world and through it all, the company has remained committed to its core principle... to change the way people enjoy golf.”



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.



Client: Topgolf and The City of El Segundo
Scope: Municipal Golf Course Repurpose Project / Golf Course Design

Scope: Municipal Golf Course Repurpose Project / Golf Course Design



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

Papago Master Plan

PHIL MICKELSON
GOLF

F

Douglas Fredrickson
ARCHITECTS

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



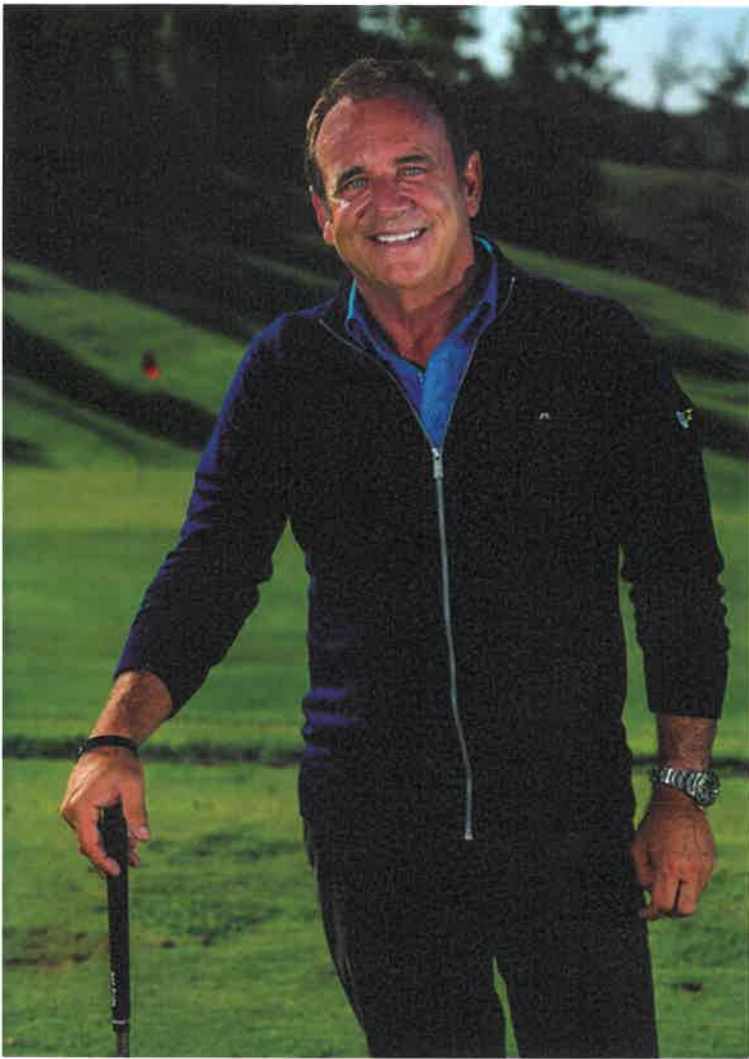
SPORTFIVE GOLF COURSE PLANNING & DESIGN FIRM BACKGROUND

SportFive Golf Course Planning & Design is a golf course design firm responsible for many of the world's 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 world's 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

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 19 states. 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.

■ 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
Wu Yi, Macau, China
Nantihu, 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

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 managers 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.

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.



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 of 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

11/3/2021 - revised 11/15/2021 (with accounting error fixed)

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	Construction 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 Managere	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	Construction 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 Administration	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	Preliminary 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	\$ 68,330

Direct Costs

Reimbursable Expenses (Travel, Printing, Reproduction, Misc)	Estimated Project Total	\$ 40,000
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CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
WITH SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 1") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of May 11, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 1 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

- Exhibit "A-1":** Proposal Dated March 21, 2022 – Engineering Services
- Exhibit "A-2":** Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape)
- Exhibit "A-3":** Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake
- Exhibit "A-4":** Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items)
- Exhibit "A-5":** Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 2 of 3

Compensation for the expanded scope of work contemplated in this Amendment No. 1 shall be as follows:

“City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 1 (Exhibits “A-1” through “A-5”), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **One Hundred Eighty-Eight Thousand, Seven Hundred Ninety (\$188,790)**; unless a different amount is specifically approved in advance in writing by City.”

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[SIGNATURES ON THE NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 3 of 3

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the Effective Date stated in the introductory clause.

CITY OF MONTEBELLO a California
municipal corporation
("City")

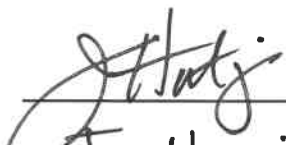
By: 
René Bobadilla, City Manager

CONTRACTOR
("CONTRACTOR")

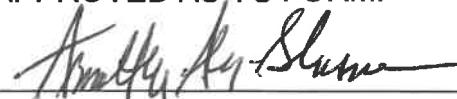
By: 
Name: R. STEVE LOY
Title: President

ATTEST:


Christopher Jimenez, City Clerk

By: 
Name: Jon Harrigan
Title: CFO

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- **Exhibit "A-1"** – Proposal Dated March 21, 2022 – Engineering Services
- **Exhibit "A-2"** – Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape)
- **Exhibit "A-3"** – Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake
- **Exhibit "A-4"** – Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items)
- **Exhibit "A-5"** – Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 2") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of July 27, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2021, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 2 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

Exhibit "A-1": Proposal Dated June 20, 2022 – Additional architectural and engineering design services related to value engineering modifications to the design at the request of the City.

Exhibit "A-2": Proposal Dated June 20, 2022 – Increased reimbursable costs related to value engineering modifications to the design at the request of the City.

Compensation for the expanded scope of work contemplated in this Amendment No. 2 shall be as follows:

"City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 2 (Exhibits "A-1" through "A-2"), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **One Hundred Forty-Nine Thousand Nine Hundred Eighty dollars (\$149,980)**; unless a different amount is specifically approved in advance in writing by City."

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 2, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 2 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 2 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 2.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 2 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 2 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

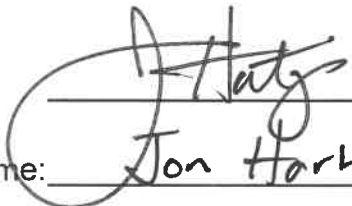
By: 
René Bobadilla, City Manager

CONTRACTOR
("CONTRACTOR")

By: 
Name: R. STEVE Loy
Title: President

ATTEST:


Christopher Jimenez, City Clerk

By: 
Name: Jon Harligan
Title: CFD

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney



June 20, 2022

City of Montebello
 Mr. James Enriquez, P.E.
 Director / City Engineering
 1600 W. Beverly Blvd.
 Montebello, CA 90640

RE: Amendment #8 – Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project. The services and fee includes:

- (A) Revised Civil plans, Golf Course Design plans, Golf Irrigation plans, Landscape plans, Electrical plans, Lake plans and Golf Course Clubhouse plans, to incorporate a new design based on new scope and value engineering items.
- (B) Additional Civil Engineer services for recently added scope including:
 - (1) Entry Road plans changed from private to public road.
 - (2) Prepare legal and plat exhibit for Cal Water easement.
 - (3) Prepare legal and plat exhibit for a public sewer easement extension.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:

DRC Engineering	\$65,000
Douglas Fredrikson Architects	\$35,000
SportFive/Rick Smith Design	\$24,000 *
BTG Golf (Irrigation Design)	\$4,500
Curley Cummings (Landscape)	\$4,110
PACE (Lake Design)	\$2,800

Total additional fee is \$135,410. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$135,410 fee, SportFive will add an additional five (5%) percent for coordination and management (*not including the SportFive/Rick Smith \$24,000).

**Total Fee for Amendment #8, Revised Plans with Reduced Scope / Value Engineering and
Miscellaneous Engineering Items and Added Scope - \$140,980**

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

June 17, 2022

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Additional Work Authorization for Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #2 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,

Jeptha Brander, PE
Project Manager

Attachment



Scope of Services and Fees:

Job No. 21-167

Page 1 of 5

June 17, 2022

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for additional engineering, survey, and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Entry Road

City staff has noted the previous planned private entry road will be transitioned to a public street. DRC will update street plans as a public street plan package. Additionally, street improvement plans will be revised to reflect changes to golf clubhouse and drive entry locations.

Cal-Water Easement

During design coordination meeting with Cal-Water staff, staff noted that a separate dedicated easement (beyond common access road utility easement) would be required by Cal-Water for the proposed public water main. DRC will prepare legal and plat exhibit for use by City of Montebello to prepare necessary easement agreement with Cal-Water.

Public Sewer Easement Extension

During design development it was determined the proposed public sewer connections would not be able to connect to existing municipal sewer through existing public roads (Via Campo/Via San Clemente.) The proposed sewer line will cross Via San Clemente and continue east (across city owned parcels) for connection to existing municipal sewer located in Garfield Ave. DRC will prepare necessary additional legal and plat exhibit for the sewer.

Dry Utility Design

DRC will revise previous dry utility design to reflect relocated Golf Clubhouse location. During design development it was determined a lake pump system would be installed requiring a separate electrical service. DRC will include additional service in electrical design.

Clubhouse Plans

DRC will update clubhouse dimension control, grading plan, storm drain and utility plans to reflect revised clubhouse location. DRC will also review, revise and update Low Impact Development report. Any necessary changes to common drainage basin (currently located on Topgolf lease parcel by separate plans) will be incorporated into basin plan set. DRC will perform earthwork calculations for the new location to coordinate with the golf course designer for necessary generation of cut/fill materials.

Public Utility Plans

DRC will make updates to backbone storm drain, water, and sewer plans for revised clubhouse location.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.
- Utility shutdowns (to be done by property owner)
- Utility disconnects (to be coordinated by contractor)
- Any work inside of existing buildings.
- Geophysical Utility Survey
- Potholing
- Phased construction plans, all work assumed to occur in singular period
- Bicknell Park WQMP (understood to be maintenance)
- Construction Permits
- Sewer or Water studies
- Drainage/hydrology studies beyond project property limits
- Site lighting plans and photometrics
- Fire hydrant flow test data (by water agency)
- Off-site improvement plans for street, storm drain, sewer, water, traffic signal, signing and striping, and street lighting, except as noted in the Scope of Services Section 1.0
- Any Traffic Control or Encroachment Permit Plans and Processing
- Construction staking services (available from DRC upon request)
- As-Built Plans
- Dry Utility Scope exceptions
 - Relocation/Removal/Conversion of existing on- and off-site electric, gas, telephone and CATV facilities
 - Utility conflict design review.
 - Cost Estimates
 - Applicant utility design services.
 - Temporary power and telephone service coordination.
 - Coordination relating to the acquisition of permits and/or addresses.
 - Private/public lighting design and coordination.
 - Irrigation/traffic signal/meter pedestal design and coordination.
 - Additional electric, telephone, CATV and gas work order design/phasing.

Scope of Services and Fees:

June 17, 2022

Job No. 21-167

Page 3 of 5

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Entry Road	\$15,000
Cal-Water Easement	\$3,000
Public Sewer Easement Extensions	\$3,000
Dry Utility Design	\$7,500
Clubhouse Plans	\$25,000
Public Utility Plans	\$11,500
Subtotal	\$65,000
Total	\$65,000
Reimbursable Allowance	\$3,500

Scope of Services and Fees:

Job No. 21-167

Page 4 of 5

June 17, 2022

4.0 ESTIMATED TASK BREAKDOWN & HOURLY SCHEDULE OF BILLING RATES

The below is an estimated break down of effort required, please note line items reflect rounding and line items may not sum evenly. Any discrepancies in totals should be assumed to be proportioned out.

TASK	Manager Hrs	Fee	Engineer Hrs	Fee	Designer Hrs	Fee	Total
Entry Road	9	\$1620	67	\$11390	12	\$1920	\$15,000
Cal-Water Easement	2.5	\$450	15	\$2550	0	\$0	\$3,000
SWR Easement	2.5	\$450	15	\$2550	0	\$0	\$3,000
Dry Utility	5	\$900	34	\$5780	5	\$800	\$7,500
Clubhouse Plans	14	\$2520	111	\$18870	23	\$3680	\$25,000
Public Utility Plans	7	\$1260	51	\$8670	10	\$1600	\$11,500

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

Scope of Services and Fees:

Job No. 21-167

Page 5 of 5

June 17, 2022

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive

Date: _____

End of Proposal



June 14, 2022

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC-Additional Services
DFA Project No. 19124

Dear Mike:

In accordance with our Agreement dated January 4, 2022 this will acknowledge and confirm your authorization for us to perform the additional services described herein.

The services furnished under this portion of our work will include, per your request, the following:

Project requires additional Design and Engineering for the following elements:

- Value Engineering on Clubhouse Materials and Systems
- Relocation of Clubhouse Siting and Parking per Revised Golf Course Layout/Coordination with Civil
- Revised Documents and Specifications for Clubhouse Revisions
- Revised Interior Finishes for Value Engineering
- Revisions to Electrical for Value Engineering

The cost for these services will be \$35,000.00. We estimate it will take two (2) months of time to finalize all aspects of the work. Upon completion we will consult with you to ensure overall program conformance. Upon your approval, we will issue all information to you for your use.

We will invoice you for all services mentioned and described above under a new project suffix number 19124.2. We will further segregate and clearly identify the separate and distinct costs we incur, including all out-of-pocket expenses and reimbursables.

Services other than those mentioned and described herein will be performed only with your authorization. Upon receipt of your approval, we will commence with these services.

Sincerely,
DOUGLAS FREDRIKSON ARCHITECTS, INC.

Douglas W. Fredrikson, AIA, NCARB
President

Agreed and Accepted:

Sport Five Golf, LLC

By: _____

Title: _____

Date: _____



June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: SportFive Proposal for Revising Golf Course Design Plans based on Reduced Scope / Value Engineering

Dear Mr. Enriquez,

Attached is Additional Work Proposal for SportFive and Rick Smith Design to redesign the proposed golf course and prepare revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project. The services and fee includes revising all Golf Course Design plans.

Estimated task breakdown and hourly billing of rates summary:

Redesign Golf Course and Revise Golf Course Design Plans

Principal "A"	20 hours	\$500.00	\$10,000.00
Principal "B"	40 hours	\$250.00	\$10,000.00
CAD Operator	26 hours	\$150.00	\$3,900.00
Admin	1 hours	\$100.00	\$100.00

TOTAL \$24,000.00

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



June 13, 2022

SportFive
7077 East Marilyn Rd
Scottsdale, AZ85254

Attn.: Mr. Michael Angus

BTG Golf LLC to perform irrigation design and consulting services for the redesign of the Montebello Municipal Golf Course project as outlined below.

DESIGN SERVICES

Revised Design for New Routing on Holes 1 through 5

We will analyze the final topographic information from your base plan to determine if there is any hydraulic impact to the redesign that will affect pipe sizing or pump station performance.

The revised design will address the changes to holes 1 through 5 only. Note that this may impact the layout for holes 6 through 9, however we will attempt to maintain the current layout for the unchanged holes or at least minimize the impact to those holes.

The revisions will include main line routing, sprinkler layout, lateral piping, and controller locations as well as communications cable routing and new power wire routing and size calculations.

Deliverables will include an updated Mechanical Plan as well as updated Communications and Electrical Plans. There will be no changes made to the Construction Detail pages. We will not provide revised specifications, but we will provide a new bid form that includes updated material quantities.

Our fee for this work will be \$4,500.

Thank you for the opportunity to offer this proposal.

Respectfully submitted,

Bryant Taylor Gordon Golf
Irrigation Design and Consulting

David Taylor

David Taylor
Principal

Accepted by:

Signature: _____

Name: _____

Title: _____

Date: _____



CUMMINGS CURLEY AND ASSOCIATES INC.
LANDSCAPE ARCHITECTS • LAND PLANNERS

JUNE 20, 2022

MAVERICK HOSPITALITY INC AND TREND SPORTS LLC
C/O MICHAEL J. ANGUS
GOLF COURSE DESIGN & DEVELOPMENT
7077 EAST MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85254

RE: AMENDMENT 2 TO CUMMINGS CURLEY AND ASSOCIATES PROPOSAL No. 10188
CITY OF MONTEBELLO P.O. No. 126

DEAR MICHAEL:

AS YOU REQUESTED, WE PROVIDE THIS ADDITIONAL FEE PROPOSAL FOR THE MONTEBELLO CAMPUS 2020 PROJECT .

THIS ADDITIONAL FEE IS BASED ON PROVIDING VALUE ENGINEERING REVISIONS TO THE LANDSCAPE SET AS PER OUR DISCUSSION ON JUNE 17, 2022 TO INCLUDE BUT NOT LIMITED TO, REMOVAL OF ALL GOLF LANDSCAPE INCLUDING TREES, ELIMINATION OF THE TEMPORARY EVEN LAWN AREA, ALL PERIMETER FENCING TO BECOMING AN ADD ALT, MODIFICATIONS TO THE CLUB HOUSE AND THE MODIFICATION OR ELIMINATION OF ALL IRRIGATION AFFECTED BY THE VE WORK.

OUR ADDITIONAL FEE FOR THE REVISED SCOPE OF WORK SHALL BE FOUR THOUSAND ONE HUNDRED AND TEN DOLLARS (\$4,110.00).

CONSTRUCTION PLANS:

PRINCIPAL 15 HRS. @ \$165.00	\$2,475.00
CAD OPERATOR 16.44 HRS @ \$95.00	\$1,562.50
CLERICAL 1.03 HRS. @ \$70.00	\$72.50
TOTAL FEE:	\$4,110.00

IF THE DESCRIPTION OF WORK PRESENTED HEREIN IS AGREEABLE, PLEASE CUMMINGS CURLEY AND ASSOCIATES WITH A FORMAL AGREEMENT FOR SIGNATURE.

OFFERED BY,

CUMMINGS CURLEY AND ASSOCIATES, INC.


ROBERT L. CURLEY
PRESIDENT
LANDSCAPE ARCHITECT



AUTHORIZATION FOR CHANGE ORDER

TO: Sportfive	ATTN:	Michael Angus
7077 E. Marilyn Road	DATE:	June 16, 2022
Suite 140	PROJECT:	City of Montebello GC Lakes #B960
Scottsdale, AZ 85254	C.O. AUTHORIZATION #:	02

The following design changes were not included in the original contract and our original design budget was exceeded. We are requesting authorization for additional budget.

Task 05 – Add an Existing Lake and Delete Hole 2 Lake **\$2,800**

1. Delete the new lake at Hole 2 from lake plans.
2. Add new aeration and new fountains to an existing lake that was not part of the original scope of work.
3. New equipment for aeration and fountain will be in the existing equipment location, with a new electrical power supply to be provided by others.
4. Design changes will be completed in 2 to 3 days after receiving the authorization.

The Additional Amount of Compensation:

This Request - Change Order # 02: \$2,800

Estimated By:  06-16-2022
Zirang Song, PE - PACE Date

AGREED TO AND ACCEPTED BY:

By _____ Date _____
Sportfive



June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #9 – Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for estimated reimbursable expenses (travel, plan printing, etc) in association with Amendment #8 to preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee is \$9,000. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #9, Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope - \$9,000

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 3") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of July 27, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 2 to the Agreement, dated June 27, 2022, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 3 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as Exhibit "A" and incorporated herein by this reference. The proposals included in Exhibit "A" include the following:

1. Geotech Services for **\$14,800** dated January 6, 2022.
2. CSI Specification Preparation for **\$10,000** dated May 25, 2002.
3. Reimbursable Expenses for Value Engineering Analysis for **\$9,000** dated June 20, 2022.

4. Geotech Services for Clubhouse Permitting for **\$2,625** dated September 6, 2022
5. Landscape Design Revisions for **\$7,928** dated October 2, 2022.
6. Construction Staking for Phase 1 for **\$70,875** dated November 16, 2022.
7. Additional Construction Staking for **\$25,122** dated December 20, 2022.
8. Temporary Clubhouse Option Coordination for **\$8,925** dated December 22, 2022.
9. Geotech Services for Field Conditions for **\$3,051** dated February 28, 2023.
10. Additional Utility Coordination for Street Lights for **\$8,138** dated May 28, 2023.
11. Revisions to Clubhouse Architect Plans for **\$23,048** dated April 18, 2023.
12. Pump Station Driveway Design for **\$11,550** dated May 24, 2023.
13. Land Scape Design Revisions for **\$4,673** dated May 24, 2023.
14. Golf Course Lighting Design Revisions for **\$2,940** dated May 24, 2023.
15. Additional Construction Staking Services for **\$52,500** dated June 8, 2023.
16. Additional Services for SportFive related to extended construction schedule resulting from rain delays and delayed clubhouse bidding for **\$78,800** dated June 8, 2023.
17. Additional Reimbursable Expenses to complete the project for **\$24,000** dated June 8, 2023.
18. Pump Station Slab Structural Design for **\$2,000** dated July 6, 2023.
19. Design for Expanded Landscape Areas for **\$2,512** dated July 18, 2023.

Compensation for the expanded scope of work contemplated in this Amendment No. 2 shall be as follows:

"City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 3 (Exhibit "A"), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **Three Hundred Sixty-Two Thousand Four Hundred Eighty-seven dollars (\$362,487)**; unless a different amount is specifically approved in advance in writing by City."

SECTION 2. EFFECT. Except as expressly modified by this Amendment No. 3, all provisions of the Agreement, shall remain in full force and effect.

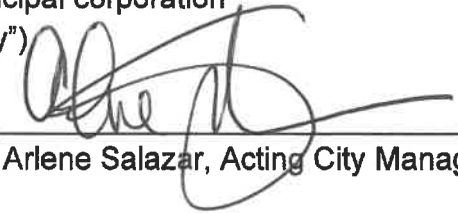
SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 3 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 3 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 3.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 3 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 3 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

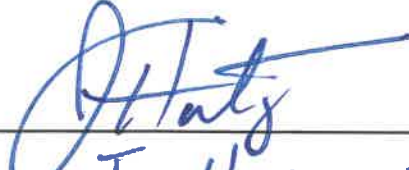
IN WITNESS WHEREOF, the parties have signed this Amendment No. 3 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
municipal corporation
("City")

By: 
Arlene Salazar, Acting City Manager

CONTRACTOR
("CONTRACTOR")

By: 
Name: Jon Horbrogan
Title: CFO

ATTEST:


Christopher Jimenez, City Clerk

By: 
Name: MICHAEL ANGUS
Title: DESIGN DIRECTOR

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney



January 6, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #1 – Geotech Services

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Geotech services at the Montebello Golf Course. The services and fee includes work associated with the requested Geotech services.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Leighton. Total additional fee is \$14,800. Detailed information and a summary of projected hours and hourly rates is included. SportFive will not add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #1, Geotech Services - \$14,800.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus
SportFive



Leighton Consulting, Inc.
A Leighton Group Company

January 6, 2022

Proposal No. IR22-006

SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Attention: Mr. Michael Angus

Subject: **Proposal for Geotechnical Investigation
Proposed Golf Club Pro Shop at Montebello Golf Course
901 Via San Clemente
Montebello, California**

Introduction

Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to perform a geotechnical investigation for the proposed golf club pro shop at Montebello Golf Course located at 901 Via San Clemente in the city of Montebello, California. This proposal is prepared based on our phone conversations and your email on January 3, 2022, that included a boring location map. This proposal has been revised to include three additional borings and R-value testing in the existing parking area per your email on January 6, 2022.

Proposed Project

The new pro shop building will be located south of the Topgolf facility that is currently planned within the northern portion of the existing golf course. It will be a one-story building supported on a conventional shallow foundation system. The proposed improvements also include a new parking area and an onsite stormwater infiltration system. In addition, improvements will be performed on the existing parking area that may include pavement rehabilitation (grind and overlay), new asphalt/concrete pavement, and new landscape areas.

Scope of Services

The purpose of our geotechnical investigation is to evaluate the soils and groundwater conditions at the site through review of available data and exploratory borings in order to

provide geotechnical recommendations for design and construction of the project. Our scope of services is anticipated to include the following tasks:

- **Background Review:** Review available in-house geotechnical reports prepared by Leighton for adjacent sites and publicly available literature, aerial photographs, and maps relevant to the site to look for geological hazards and potential geotechnical issues that may significantly impact the project and affect our proposed field exploration and laboratory testing program.
- **Site Reconnaissance:** Perform a site reconnaissance to observe the current conditions, evaluate site access for our field exploration, and mark the boring locations. We will coordinate our site visit and the boring locations with Montebello Golf Course.
- **Field Exploration:** Drill, log, and sample six borings at the locations and to the depths provided on the boring location map provided by SportFive. Locations and depths of the borings are as follows:
 - Two borings to 20 to 25 feet within the building footprint;
 - One boring to 10 feet deep at the future parking area;
 - Three borings to 5 feet at the existing parking area.

The borings will be logged by a member of our technical staff. Representative soil samples will be collected at selected depths from the borings and transported to our laboratory for testing. The borings will be backfilled with soil cuttings and patched with cold asphalt where asphalt is penetrated.

- **Percolation Testing:** In-situ percolation testing will be performed in accordance with the County of Los Angeles *Guidelines for Geotechnical Investigation and Low Impact Development Stormwater Infiltration* (June 30, 2021) to assess percolation rates of the subsurface soils for preliminary design of an onsite stormwater infiltration system (i.e. BMP system). The boring at the future parking area will be converted to standard monitoring wells for percolation testing. A 2-inch-diameter polyvinyl chloride (PVC) section of 0.020-inch slotted pipe will be installed with perforations between the depths of 5 to 10 feet. The space between the test hole and the slotted pipe will be backfilled with No. 3 sand as a filter pack. The pipe will then be filled with water to saturate the soils. The percolation test will be performed by measuring the drop of water level in the pipe and the time associated with the change in water level. After conclusion of the percolation tests, the PVC pipe will be removed and the holes will be backfilled with onsite soils.

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- **Laboratory Testing:** Conduct geotechnical testing on sampled earth materials in our laboratory for soil classification and to evaluate engineering properties. This testing may include moisture content and dry density, sieve analysis, consolidation, direct shear, Expansion Index, R-value and corrosivity (minimum resistivity, chloride content, sulfate content, and pH). The actual testing will depend on the soil types encountered and samples recovered.
 - **Geotechnical Analysis and Report Preparation:** Review the field and laboratory data and perform engineering analysis to develop geotechnical recommendations for design and construction of the proposed project. We will prepare a report presenting our geotechnical findings and recommendations, which will be signed and stamped by a California-licensed Geotechnical Engineer (GE). Our report will include a boring location map, boring logs and geotechnical testing results, and address the following:
 - Site Conditions: Review and summarize surface, subsurface and groundwater conditions, and engineering properties of soils encountered during exploration of the site, including presence of undocumented fill and/or loose soils that may require removal and recompaction, and excavation characteristics of encountered subsurface materials.
 - Geologic Hazards: Discuss potential geologic hazards, including the potential for surface fault rupture, ground shaking, liquefaction and tsunamis.
 - Seismicity: Provide site-specific seismic coefficients in accordance with the 2019 California Building Code.
 - Corrosivity: Characterize corrosion potential of concrete and metal in contact with onsite soils and identify if special design and measures are required.
 - Foundation: Present geotechnical parameters for foundation design of the proposed structures, including allowable bearing capacity, minimum footing dimensions, and estimated static settlement.
 - Slab-on-grade: Develop recommendations for concrete slabs, including cement type, subgrade preparation, and minimum steel reinforcement.
 - Lateral Earth Pressures: Provide recommendation for lateral earth pressures acting on retaining walls and recommendations regarding frictional and passive values for the resistance of lateral forces.
 - Pipe Bedding and Backfill: Present recommendations for subgrade preparation, pipe bedding, materials for trench backfill, and backfill compaction.

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- Pavement and Hardscape: Provide recommendations for concrete flatwork and pavement structural sections based on the R-value test results for various Traffic Indices. For typical PCC pavement, we will include minimum concrete strength and control joint spacing.
 - Infiltration Rates: Provide infiltration rates of the subsurface soils and recommendations for design of an onsite storm water infiltration system should infiltration be deemed feasible in accordance with County of Los Angeles guidelines.
 - Construction Considerations: Present guidelines for site preparation, overexcavation, fill placement, compaction requirements, temporary excavation and construction dewatering, if groundwater is encountered in our borings and expected to affect construction, and geotechnical parameters for design of temporary shoring.

Schedule

Leighton is prepared to begin our background review and scheduling of field personnel and equipment immediately upon receipt of a written notice-to-proceed. We will notify DigAlert at least two working days prior to our field exploration to locate registered utilities at the proposed exploration areas. We can begin our field exploration within ten working days after receipt of your written authorization to proceed, weather and site conditions permitting, and depending on the availability of the subcontractors. We expect our field exploration and percolation testing to be completed in two working days. The geotechnical report will be available to you within five weeks after completion of the field exploration. Progress briefings and preliminary design recommendations can be provided via email and telephone as the data is developed.

Assumptions

Our scope of work and fee estimate are based on the following conditions:

- The project is not subject to the Prevailing Wage law.
- Our field exploration can be performed during daylight hours on weekdays.
- The borings can be backfilled with soil cuttings and patched with cold asphalt where asphalt is penetrated.

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- Most of our borings will be located in the grass area and some damage may occur to the existing lawn from our field exploration. Our proposal does not include costs or other provisions for repair of lawn and landscaping.
 - Available underground utility information will be provided to us prior to the field exploration. As required by the state of California, we will also notify Underground Service Alert of the location of our planned exploration prior to drilling. We will take the precautions to avoid utilities; however, despite reasonable efforts, there are inherent risks to utility damage from drilling. We cannot assume responsibility for the inherent risks if the utilities are not accurately marked at the site. Our proposal does not include costs or other provisions for utility repairs.
 - We will request DigAlert to use chalk-based paint that is supposedly degradable to mark the utility lines. Removal of DigAlert marking is not part of our scope of work.
 - Identification, handling, and treatment of materials that need to be environmentally addressed are beyond the scope of our geotechnical engineering services. If such materials are encountered, we will notify you immediately and a proposal for handling of such materials will be submitted upon request.
 - This proposal addresses only geotechnical design services, and does not include services during bidding to respond to contractor's questions pertaining to geotechnical aspects of this project, and geotechnical and materials testing during construction. Upon request, we can also prepare a proposal to provide these services.

Fee

Leighton will perform the geotechnical investigation for a fixed fee of Fourteen Thousand Eight Hundred Dollars (\$14,800.00) based on the scope of work presented above. The fee includes charges for drilling rig rental, percolation testing, laboratory testing, and a final report.

Terms and Conditions

Attached is an agreement covering our services. If the services are awarded to Leighton and the agreement is acceptable to you, please have both the Master Services Agreement and the Scope of Work Agreement executed by a duly authorized officer and returned to us and we will return one fully executed copy for your records. Your assent to our performing services or your acceptance or use of our services or information prior to

executing of a mutually acceptable contract constitutes your agreement that the terms of the attached Agreement shall control.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or information that would update our scope of service, please contact us at your convenience.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Djan Chandra, PE, GE
Senior Principal Engineer

DJC/lr

Attachments: Scope of Work Agreement
Master Services Agreement
Information for Clients Regarding Leighton's Services

Distribution: (1) Addressee (PDF by email)

SCOPE OF WORK AGREEMENT

This Scope of Work, effective January 6, 2022, is, upon execution of the Parties, incorporated under Master Services Agreement No. _____ by and between Leighton Consulting, Inc. (LEIGHTON CONSULTING) and SportFive ("CLIENT").

PROJECT LOCATION: Montebello Golf Course, California

DESCRIPTION OF SERVICES: See Proposal (IR22-006) dated January 6, 2022.

LEIGHTON CONSULTING:

Leighton Consulting, Inc.
17781 Cowan
Irvine, California 92614
Telephone: (949) 681-4267
Email: dchandra@leightongroup.com
Prime Contact: **Mr. Djan Chandra**

CLIENT:

SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254
Telephone: (480) 483-9500
Email: michael.angus@sportfive.com
Prime Contact: **Mr. Michael Angus**

FEE: The Services shall be undertaken for a fixed fee of Fourteen Thousand Eight Hundred Dollars (\$14,800.00), payable upon receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.

SPORTFIVE

By (Signature)

By (Signature)

(Print Name)

(Print Name)

Date

Date

CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE DOCUMENT ENTITLED
"INFORMATION FOR CLIENTS REGARDING LEIGHTON CONSULTING'S SERVICES"



MASTER SERVICES AGREEMENT**SECTION I. SERVICES AND
COMPENSATION:**

This Master Services Agreement ("Agreement") is entered into effective January 6, 2022, by and between SPORTFIVE ("CLIENT") and LEIGHTON CONSULTING, INC. (the "parties"). This Agreement relates to performance of services at locations ("LOCATIONS") described in each Scope of Work Agreement, as set forth in A., below.

The parties agree as follows:

A. Services to be Performed by LEIGHTON CONSULTING, INC.: Leighton Consulting, Inc. shall perform consulting services ("Services") as needed by CLIENT in accordance with this Agreement and various Scope of Work Agreements, each of which shall refer to this Master Services Agreement. The Scope of Work Agreement shall detail the particular Services required at a given LOCATION for a specific task/scope. Each Scope of Work Agreement shall be numbered consecutively commencing with No. 1. Upon execution by the parties, each Scope of Work Agreement, together with this Agreement, shall constitute a separate contract.

B. Invoicing and Payment: CLIENT will pay Leighton Consulting, Inc. for performance of Leighton Consulting, Inc.'s Services, in accordance with the payment terms set forth in the Scope of Work Agreement pertaining to such Services. Leighton Consulting, Inc.'s fee schedules are

revised annually. The Schedule in effect at the time the Services are performed shall apply to the Services.

Leighton Consulting, Inc. shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work Agreement. In the event of a dispute over payment, Client shall pay all undisputed amounts in accordance with this Agreement. Invoices will be due upon presentation and will be past due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that Leighton Consulting, Inc. may suspend Services and/or demand prepayment of fees at Leighton Consulting, Inc.'s option. CLIENT agrees to pay a service charge of one and one half (1½) percent per month, compounded monthly from the past due date of the invoice, on past due accounts, not to exceed limits set by any applicable usury laws. In the event that it becomes necessary for Leighton Consulting, Inc. to commence action to force payment of invoices, Leighton Consulting, Inc. shall be entitled to reasonable collection costs.

If at any time Leighton Consulting, Inc. or its officers or employees should be required or requested to give expert witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work Agreement, CLIENT agrees that such activities shall be deemed part of the Scope of Work Agreement.

TECHNICAL LIMITATIONS:

LEIGHTON CONSULTING, INC.'s Services are based solely on the investigations described in the Scope of Work Agreement, which was established after consultation between the parties. Client agrees that it is unreasonable to expect to completely evaluate subsurface conditions even after the most comprehensive exploratory program reasonably possible. Further, site conditions change frequently due to the passage of time, human activities and climatic conditions. Uncertainties are therefore inherent in the nature of LEIGHTON CONSULTING, INC.'S Services and impossible to avoid. CLIENT acknowledges that the identification of geotechnical conditions and the prediction of future or concealed conditions is an inexact scientific endeavor. The state of the art of geotechnical practice is such that LEIGHTON CONSULTING, INC. cannot guarantee that its recommendations will prove adequate on this project and the client assumes the risk of any such failure, except as provided in this Agreement. Anything herein to the contrary notwithstanding, LEIGHTON CONSULTING, INC. shall not be alleged to be negligent, nor shall LEIGHTON CONSULTING, INC. be liable under this Agreement or otherwise for occurrences occasioned by performance of Services performed in accordance with standards of care and diligence utilized by those performing similar services at the time and in the general vicinity in which the Services are performed.

THIS CONTRACT CONTAINS SPECIFIC LIMITATIONS OF LIABILITY.

C. Warranty: Leighton Consulting, Inc. shall perform its Services in accordance with the standards of care and diligence normally practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work Agreement, it is shown that there is an error in the Services as a result of Leighton Consulting, Inc.'s failure to perform the Services in accordance with the above standard, and CLIENT has notified Leighton Consulting, Inc. in writing of the error within such one year period, Leighton Consulting, Inc. shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work Agreement, as may be necessary to remedy such error and to conform the Services to the above stated standard.

EXCEPT AS EXPRESSLY STATED ABOVE, LEIGHTON CONSULTING, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED PURSUANT TO THIS AGREEMENT.

Leighton Consulting, Inc. shall, for the protection of CLIENT, demand available warranties, indemnities and guaranties with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom Leighton Consulting, Inc. contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

D. Indemnity: Leighton Consulting, Inc. shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of (a) failure of Leighton Consulting, Inc. to comply in material respects with federal, state and local laws and regulations applicable to the Services; (b) material breach by Leighton Consulting, Inc. of Leighton Consulting, Inc.'s warranties in this Agreement; (c) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of Leighton Consulting, Inc., its employees, officers or agents while engaged in the performance of the Services.

E. Limitations: For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, Leighton Consulting, Inc.'s liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of Leighton Consulting, Inc.'s insurance, described in F below, plus Leighton Consulting, Inc.'s warranty obligation, as stated in C, above.

F. Insurance: Commencing with performance of the Services, and for the entire term of this Agreement,

Leighton Consulting, Inc. shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverage:

Worker's Compensation: California statutory limits

Employer's Liability: \$1,000,000 per occurrence

Commercial Liability Insurance: Commercial liability insurance including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

CLIENT may be named as an additional insured on the Commercial liability policy, with respect to Leighton Consulting, Inc.'s performance of this Agreement. CLIENT shall be provided with thirty (30) days written notice before cancellation of or any material change in such insurance.

G. Changes: In the event CLIENT desires to make changes in the Services and so notifies Leighton Consulting, Inc., Leighton Consulting, Inc. will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work Agreement. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work Agreement.

H. Termination: Either party may, prior to completion and with or without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this Agreement without cause, Leighton Consulting, Inc. shall be paid for Services performed to the date of termination plus non cancelable commitments entered into prior to Leighton Consulting, Inc.'s receipt of notice of termination, and actual, reasonable, termination costs.

I. Term: The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one year terms unless terminated by either party. Termination shall not affect the rights, obligations and remedies of the parties.

This Agreement, with attachments, Scope of Work Agreement(s) and any attachments thereto, constitute the complete Agreement of the parties. No other representations of any kind, oral or otherwise, have been made. If CLIENT elects to utilize a purchase order or other form as a convenience, for billing purposes or in accordance with its customary practice, Leighton Consulting, Inc. will refer to the same in invoices or

correspondence, with the understanding that this Agreement supersedes all inconsistent terms.

This Agreement shall be governed by the laws of the State of California. Any arbitration or litigation arising from this Agreement shall take place in Orange County, California.

SECTION II: GENERAL PROVISIONS

A Severability: If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement

B Use of Reports or Services: Leighton Consulting, Inc.'s opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without Leighton Consulting, Inc.'s prior written consent.

C. No Third Party Rights: Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

D. Execution and Counterparts: This Agreement and any Scope of Work Agreement may be executed and delivered in two or more counterparts and by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument.

E. Remedies: Neither party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the parties' partners, joint venturers, licensors, insurers and affiliates. CLIENT and Leighton Consulting, Inc. agree that any legal action with respect to the Services to be done under this agreement shall be brought solely against the parties, and not against affiliated companies, individual officers, employees or former employees of the

parties. All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of the Services.

F. Confidentiality: Leighton Consulting, Inc. agrees to hold in confidence and not to use or disclose to any third party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work Agreement, and shall not apply to: (a) information in Leighton Consulting, Inc.'s possession or known to Leighton Consulting, Inc. prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by Leighton Consulting, Inc. at no cost to CLIENT and without the use of Client's confidential information; (c) information which is or becomes public knowledge through no fault of Leighton Consulting, Inc.; (d) information which is or becomes available on an unrestricted basis from a third party which Leighton Consulting, Inc. has no reason to believe has an obligation of confidentiality.

G. Ownership of Records: Subject to Paragraph "F," above, all reports, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Leighton Consulting, Inc. under this Agreement shall remain the property of CLIENT. Leighton Consulting, Inc. shall be entitled to maintain file copies, subject to Leighton Consulting, Inc.'s confidentiality agreement set forth in Paragraph "F" above. CLIENT recognizes that Leighton Consulting, Inc.'s reports and opinions will be prepared specifically for and in connection with the Services performed for the particular LOCATION and task/scope. CLIENT shall not, except with Leighton Consulting, Inc.'s prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of Leighton Consulting, Inc. in the course of the Services shall belong exclusively to Leighton Consulting, Inc..

H. Force Majeure: Unless otherwise specified in this Agreement, Leighton Consulting, Inc. shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. Leighton Consulting, Inc. shall not be responsible for delays in the completion of the Services if such delays are created by reason of any unforeseen cause or causes beyond Leighton Consulting,

Inc.'s reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, Leighton Consulting, Inc. shall be paid by CLIENT only for actual out of pocket costs occasioned by such delay, including standby costs, as if the same had been included in the Scope of Work Agreement.

I. Compliance: Leighton Consulting, Inc. agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

J. Information Obtained from Others: The parties agree that Leighton Consulting, Inc. will be supplied with certain information and/or data by CLIENT and/or others, and that Leighton Consulting, Inc. will rely on same. Leighton Consulting, Inc. shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work Agreement provides for verification by Leighton Consulting, Inc..

K. Provision of Information: CLIENT shall immediately notify Leighton Consulting, Inc. in writing of any data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services, including information relating to the actual or possible presence of hazardous materials. CLIENT recognizes that new information may require revision of Leighton Consulting, Inc.'s opinions or analyses.

L. Timely Review and Comment: CLIENT shall promptly review all documents, reports, data and recommendations submitted by Leighton Consulting, Inc. and shall communicate with Leighton Consulting, Inc. concerning such reviews to avoid delay in the performance of the Services.

M. Headings and Construction: Article and paragraph headings used herein are for the convenience of reference only and shall not affect the construction of any provision of this Agreement. Neither party hereto nor its respective counsel shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

N. Independent Contractor: Leighton Consulting, Inc. shall perform services as an independent contractor and not an employee or agent of CLIENT.

O. Notices: Any and all notices and other communications hereunder shall be in writing and be deemed received when delivered, or forty eight (48) hours after being mailed, via certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth in the applicable Scope of Work Agreement, or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SECTION III: FIELD WORK TERMS

A. Access: CLIENT warrants that it has or will obtain, timely access for Leighton Consulting, Inc. to all necessary areas of the LOCATION and any other property necessary for the performance of the Services.

B. Site Characteristics and Hazards: CLIENT will provide Leighton Consulting, Inc. with and Leighton Consulting, Inc. can rely on all relevant information available concerning the LOCATION, including, without limitation, any past or present uses, site and facility diagrams, facts concerning previous conditions or incidents which could affect the Services or Leighton Consulting, Inc.'s opinions; prior studies and assessments and compliance issues.

C. Repairs, Cleanup and Field Corrections: Leighton Consulting, Inc. will use all reasonable care to minimize damage to the LOCATION and other properties, but has included only customary site cleanup in the Scope of Work Agreement. CLIENT is responsible for identifying and locating underground structures, and agrees to defend, indemnify and hold Leighton Consulting, Inc. harmless from and against all liability, losses or costs resulting from damage to or destruction of underground structures not properly located and marked. CLIENT recognizes that performance of the Services may result in the necessity of some repairs, extra cleanup or field corrections and agrees to compensate Leighton Consulting, Inc. for the same as if it were included in the Scope of Work Agreement.

D. Safety Equipment and Samples: If special safety equipment is required to protect personnel, such equipment will be purchased at the Client's expense. Upon completion of the Services, all such equipment shall remain Client's property and shall be returned to CLIENT for proper disposal. All samples taken, including contaminated materials and decontamination fluids, shall remain the property of the CLIENT and shall be returned to the CLIENT at the conclusion of the project for proper disposal by the CLIENT.

E. Removal Materials: All materials removed from boreholes or trenches will be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate field equipment. An appropriate label will be attached to each container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

F. Groundwater: All groundwater removed from a monitoring well will be stored in containers on site. An appropriate label will be attached to each container. Following chemical analysis of a sample from the monitoring well or container, Leighton Consulting, Inc. will notify the CLIENT of analyses results. Proper disposal of containers and contents is the sole responsibility of the CLIENT.

G. Standby Costs: CLIENT shall pay Leighton Consulting, Inc. the standby rate set forth in the Scope of Work Agreement for field personnel and for drilling equipment in the event of stoppage of work in the field due to: (1) request by CLIENT, or (2) governmental agency order, or (3) unreported or unanticipated conditions at the site which, in the sole opinion of Leighton Consulting, Inc., constitute a hazard to personnel and/or equipment in the performance of the investigation.

H. Waste Removal and Disposal: CLIENT shall be solely responsible for the selection of disposal sites, removal, transportation, handling, management, packaging, labeling, storage, treatment, labeling, manifesting and disposal of any waste or hazardous materials, including samples produced or encountered in the performance of the Services as well as all associated documentation connected therewith. Leighton Consulting, Inc. shall follow Client's instructions with respect to such waste, and shall assist CLIENT as specified in the Scope of Work Agreement.

I. Hazardous Substances or Conditions: CLIENT agrees to advise Leighton Consulting, Inc. in writing if any Services are to be performed in an area where hazardous or toxic substances or conditions may or are likely to be encountered. CLIENT further agrees that, if such substances or conditions are encountered, such event shall constitute a changed condition necessitating a revision to the Scope of Work Agreement to include all necessary additional Services and to resolve all health and safety concerns posed by such substances or conditions, or termination of the services. CLIENT will defend, indemnify and hold Leighton Consulting, Inc. harmless from any cost, claim, liability or injury including delay, associated with discovery of unanticipated hazardous materials on any disclosure of any such materials required by law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

LEIGHTON CONSULTING, INC.

SPORTFIVE

By (Signature)

By (Signature)

Please type or clearly print name and title

Please type or clearly print name and title

Date: _____

Date: _____



INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES

- We provide technical consulting services in the field of geotechnical engineering. As consultants, we provide professional opinions based on limited observations and often- changing conditions. Due to the nature of our work, there are unavoidable risks. We call your attention specifically to the following points:
- Our professional opinions will be based in part upon data obtained from a limited number of soil and/or other samples, tests analyses, histories of occurrences, spaced subsurface explorations and limited numbers of historical events and observations. Such information is necessarily limited and incomplete.
- The accuracy, value and analytical significance of borings and other field and laboratory procedures and data relate only to their specific time and location. The nature of many sites is such that differing characteristics can be experienced within small distances and under various climatic conditions. Greater accuracy is obtained when the number and frequency of procedures and analyses are increased, but we recognize the necessity of budgetary constraints, and have agreed with you on the Scope of Work Agreement taking into account such constraints.
- If conditions change, unexpected events occur, or variations or latent conditions are later discovered, they may have an impact on the way systems perform, and/or it may become necessary to reevaluate conclusions and recommendations. Such impacts may also necessitate a change in the applicable Scope(s) of Work.
- The Services involve tests, calculations, analyses and procedures, which are in a constant state of development and refinement. Evaluative techniques are continually evolving.
- Modifications of procedures that have been made in the past are now being made and are expected to continue to be made in the future. Standards existing at present may be revised as knowledge increases and the state of the practice in our profession continues to improve.

Because of the inherent risks and uncertainties in our Services, our contract contains specific limitations of liability. Leighton cannot guarantee that geotechnical services or opinions will prove adequate and the client assumes the risk of failure of such services.

- At times, clients elect to utilize new, state-of-the art, or innovative techniques, systems, or approaches for cost, schedule or other reasons. Sometimes governmental or regulatory agencies will allow the use of a new technique, process, or system before it has been thoroughly tested. If the Client elects to use unproven or new techniques, they may fail, despite the exercise of due care on our part, and despite agency approvals.
- Our work products shall be based solely upon the Services described in the Scope of Work Agreement, and not on tasks, procedures or tests beyond the scope of described Services on the time and budgetary constraints reflected in the Scope of Work Agreement.

We appreciate your business and look forward to working with you.



March 17, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #2 – Landscape Design – Temporary Event Lawn and Landscape

Dear Mr. Enriquez,

Attached is Additional Work Proposal for the design of the temporary event lawn and landscape area adjacent to the existing golf pro-shop and existing Hole 10 tee. This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates, Landscape Architects. Total additional fee is \$5,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$5,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #2, Landscape Design – Temporary Event Lawn and Landscape - \$5,250.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus
SportFive

SPORTFIVE

May 25, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #7 – CSI Specification Preparation

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing our Specifications into CSI Format for the Montebello Golf Course Project. The services and fee includes:

To prepare a Project Manual for a golf course project that contains civil, landscape, golf design, golf irrigation design, lake design and site utilities specification sections.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Steven Olitsky, AIA, CSI. Total additional fee is \$10,000. Detailed information and a summary of projected hours and hourly rates is included. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #7, CSI Specification Preparation - \$10,000.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive

STEVEN OLITSKY, AIA, CSI, CCS
ARCHITECT / CERTIFIED CONSTRUCTION SPECIFIER

May 25, 2022

Mr. Michael Angus, Director, Golf Course Design & Development
SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, AZ 85254

480-483-9500
Michael.angus@sportfive.com

Subject: Proposal – “Montebello Golf Course”, Montebello, CA

Dear Mike,

Thank you for the opportunity to offer this proposal.

To prepare a Project Manual for a golf course project that contains bidding, general requirements, civil, landscape and site utilities specification sections.

For Civil, Landscape & Related Work (Divisions 0 -14 & 31-33) Specification Sections not to exceed:
60 hours @ \$165/hr = \$10000.00

I will provide one electronic copy for your use during review.

The Consultant will also provide addendums; follow up support, and technical assistance, when requested.

Payment schedule shall be as follows:

CD Version Architectural: 1/4 (\$2500) to start writing the specifications, 1/2 (\$5000) upon delivery of 1st draft, final payment 1/4 (\$2500) upon delivery of corrected edited edition.

If this is acceptable, please return, signed confirmation of this letter. First 1/4 Fee Due with delivery of pdf of drawings for local reproduction (which will be reimbursed by Architect).

Acceptance for Sportfive / Name

Title / Date



Acceptance for Consultant

Principal, May 25, 2022
Title / Date

11554 Spring Oak Avenue
Boynton Beach, FL 33437
949/235-9566 TEL
solitskyia@hotmail.com

SPORTFIVE

June 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #9 – Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for estimated reimbursable expenses (travel, plan printing, etc) in association with Amendment #8 to preparing revised plans in order to meet City's overall budget/cost for the Montebello Golf Course Project.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee is \$9,000. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #9, Reimbursable Expenses for Amendment #8 - Revised Plans with Reduced Scope / Value Engineering and Miscellaneous Engineering Items and Added Scope - \$9,000

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



September 6, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #10 - Geotech Review, Stamp and Provide Information Requested/Required for Part of the Golf Clubhouse Permit Process

Dear Mr. Enriquez,

Attached is Additional Work Proposal for geotechnical services to satisfy the permit plan reviewer request for information in association with the Golf Clubhouse Building Permit. The services and fee includes:

- (A) Review foundation plans and details for compliance with the geotechnical report.
- (B) Coordinate with the project structural engineer to resolve any comments.
- (C) Sign and stamp relevant sheets of the foundation plans.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:
Leighton Consulting, Inc. \$2,500

Total additional fee is \$2,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #10, Geotech Review, Stamp and Provide Information Requested/Required for Part of the Golf Clubhouse Permit Process - \$2,625.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This Amendment 1, effective September 2, 2022, is, upon execution of the Parties, incorporated under Master Services Agreement No. C81843M dated January 6, 2022, by and between Leighton Consulting, Inc. (LEIGHTON CONSULTING) and SportFive ("CLIENT").

PROJECT LOCATION: Pro Shop at Montebello Golf Course, 901 Via San Clemente, Montebello, California

DESCRIPTION OF SERVICES:

- Review foundation plans and details for compliance with the geotechnical report;
- Coordinate with the project structural engineer to resolve any comments; and
- Sign and stamp relevant sheets of the foundation plans.

LEIGHTON CONSULTING:

Leighton Consulting, Inc.
17781 Cowan
Irvine, California 92614
Telephone: (949) 681-4267
Email: dchandra@leightongroup.com
Prime Contact: **Djan Chandra**

CLIENT:

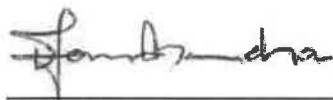
SportFive
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254
Telephone: (480) 483-9500
Email: michael.angus@sportfive.com
Prime Contact: **Mr. Michael Angus**

FEE:

The Services shall be undertaken for a fixed fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable upon receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.



By (Signature)

Djan Chandra

(Print Name)

9-2-2022

Date

SPORTFIVE



By (Signature)



(Print Name)



Date





October 2, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #11 – Landscape Design - Revisions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes:

- (a) Update Construction Documents (bid set), planting, irrigation and details, , for Via San Clemente and the golf club house due to the revised area of landscape and the design intent provided by Maverick Hospitality.
- (b) Design Development for Top Golf Way, both sides of the road way, incorporating the design intent provided by Maverick Hospitality. Presentation to Top Golf for approval.
- (c) Construction Documents, planting, irrigation and details, for Top Golf Way, both sides of the road way, incorporating the design intent provided by Maverick Hospitality.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$7,550. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$7,550 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #11, Landscape Design Revisions - \$7,927.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

CUMMINGS CURLEY AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS

Design Services Proposed To

SPORTFIVE
C/O
17662 IRVINE BOULEVARD SUITE 4
TUSTIN, CALIFORNIA 92780

Proposal Summary

Date	Proposal No.
2/28/2020	10188

Project	Client Project No.
MONTEBELLO CAMPUS 2020	PO 126

Description	Total
SITE DATA COLLECTION	1,500.00
LANDSCAPE SCHEMATIC DESIGN PLANS	4,025.00
SCHEMATIC DESIGN MEETING FOR COORDINATION AND REVIEW. (1)	960.00
DESIGN DEVELOPMENT	3,500.00
DESIGN DEVELOPMENT MEETING FOR COORDINATION AND REVIEW. (1)	960.00
CONSTRUCTION DOCUMENTS	5,175.00
CONSTRUCTION DOCUMENTS MEETINGS FOR COORDINATION AND REVIEW. (3)	2,880.00
CONSTRUCTION ADMINISTRATION PHASE	1,900.00
CONSTRUCTION ADMINISTRATION PHASE MEETINGS ON SITE (6)	2,970.00
AD2 INCREASE IN SCOPE TO DESIGN AND DETAIL THE TEMPORARY EVENT LAWN AND TRANSITIONS 03.01.22 (\$5,000.00)	
DESIGN DEVELOPMENT	2,000.00
CONSTRUCTION DOCUMENTS	3,000.00
AD3 VALUE ENGINEERING 06.20.22	4,110.00
AD4 09.27.22	0.00
UPDATE CONSTRUCTION DOCUMENTS (BID SET), PLANTING, IRRIGATION AND DETAILS, , FOR VIA SAN CLEMETE AND THE GOLF CLUB HOUSE DUE TO THE REVISED AREA OF LANDSCAPE AND THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY.	2,775.00
DESIGN DEVELOPMENT FOR TOP GOLF WAY, BOTH SIDES OF THE ROAD WAY, INCORPORATING THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY. PRESENTATION TO TOP GOLF FOR APPROVAL.	2,000.00
CONSTRUCTION DOCUMENTS, PLANTING, IRRIGATION AND DETAILS, FOR TOP GOLF WAY, BOTH SIDES OF THE ROAD WAY, INCORPORATING THE DESIGN INTENT PROVIDED BY MAVERICK HOSPITALITY.	2,775.00
THIS IS A SUMMARY OF FEES OUTLINED IN THE ABOVE REFERENCED PROPOSAL SUBMITTED BY CUMMINGS CURLEY AND ASSOCIATES. FOR COMPLETE SCOPE OF SERVICES AND TERMS AND CONDITIONS PROPOSED, REFER TO THE REFERENCED DOCUMENT.	
Total	\$40,530.00

1700 PACIFIC COAST HIGHWAY, SUITE C
SEAL BEACH, CALIFORNIA 90740

PHONE 562.424.8182 FAX 562.424.8181



November 16, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #12 – Construction Staking for Civil Contractor Phase One

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$67,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$67,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #12, Construction Staking for Civil Contractor Phase One - \$70,875.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

November 7, 2022

Proposal No. 22-833S

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

Via email: XXXXX@XXXXX.com

**RE: Proposal for Construction Staking
Montebello Golf Course - Montebello, CA**

Dear Mr. Angus,

Enclosed is DRC Engineering's proposal for Construction Staking to be completed at the Montebello Golf Course project located at 901 Via San Clemente in the City of Montebello, CA. We appreciate the opportunity to propose on this Project and look forward to a continued association with you and Sport Five.

Please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Micah King', written over a horizontal line.

R. Micah King
Survey Manager

Attachment



Scope of Services and Fees:

Job No. 22-833

Page 1 of 6

November 7, 2022

Project: Montebello Golf Course - Montebello, CA

1.0 INTRODUCTION

This Scope of Services for Construction Staking will facilitate the development of Montebello Golf Course project located in Montebello, CA. The following is an outline of the anticipated tasks that will be detailed in Section 2.0:

On-Site

- Recover and Perpetuate Control
- Demolition Limit Stakes
- Fine Grade Stakes
- Building Pad Stakes
- Building Pad Certifications
- Building Structure Control Stakes
- Building Form Certification
- Catch Basins and Local Depressions
- Storm Drain System Stakes
- Sewer System Stakes
- Water System Stakes
- Curb and Gutter Stakes
- Hardscape Stakes
- Trash Enclosure Stakes
- Restake / Certification Allowance
- Calculations/Cutsheets

Off-Site

- Storm Drain System Stakes
- Catch Basins and Local Depressions
- Sewer System Stakes
- Water System Stakes

2.0 SCOPE OF SERVICES

On-Site

Recover and Perpetuate Control

Establish horizontal and vertical staking control based on the existing Site conditions, approved construction plans and the Record Maps for the site. Maintain adequate site control throughout the duration of the project.

Demolition Limits Stakes

Provide control stakes indicating the limits of the removals for improvements shown on the approved plan to be removed prior to start of construction.

Scope of Services and Fees:

September 22, 2022

Job No. 22-820

Page 2 of 6

Project: Montebello Golf Course - Montebello, CA

Fine Grade Stakes

Perimeter Curbs: Rough grade stakes will also be set for the on-site perimeter curbs at 50' intervals and at BC's & EC's.

Building Pad Stakes

Building Pad: Provide Rough Grade Stakes at 10' x 10' offsets to the building envelope and at an offset to grid lines @ 100-foot maximum intervals for the building pad.

Building Pad Certification

Certify pad locations and elevations per the approved Precise Grading Plan and the approved structural section. If a pad is not within tolerance requirements, additional pad certifications will require Additional Work Authorizations.

Building Structure Control Stakes

Provide Building Structure Control stakes at an offset to the building corners or at an offset to gridlines as mutually agreed upon with the Contractor prior to staking. Provide grades to finish floor on the stakes or at two separate locations agreed upon with the contractor. This item is limited to the foundation only.

Building Form Certification

Certify building form locations and elevations per the approved Precise Grading Plan and the approved Foundation Plan. If the forms are not within tolerance requirements, additional form certifications will require Additional Work Authorizations.

Catch Basins and Local Depressions

Provide not more than Four (4) stakes each to be set in one (1) operation per catch basin. This includes simultaneous staking of adjacent local depressions if required.

Storm Drain System Stakes

Main Line: Provide stakes at primary points of control, angle points, grade breaks, centerline of manholes and structures, and at not less than twenty-five-foot (25') intervals along the main line.

Infiltration System: Provide control stakes at agreed-upon offsets to the centerline of the bio swales and bio retention areas including angle points, storm chamber corners, toes of slopes and all related structures including dry wells.

Sewer System Stakes

Main Line: Provide stakes at primary points of control, centerline of manholes, and at not less than twenty-five-foot (25') intervals along the main line.

Laterals: Provide stakes at primary points of control, centerline of cleanouts and grease interceptor manholes and at not less than twenty-five-foot (25') intervals along the lateral.

Water System Stakes

Provide stakes at primary points of control, angle points, main line intersections, and at not less than fifty-foot (50') intervals along the main line. Grades will be given referencing flowline of the pipe for profiled lines and finish surface over the pipe for non-profiled lines.

Fire Hydrants and Post Indicator Valves: Provide two (2) stakes referenced to top of curb at each fire Hydrant and PIV location with cuts or fills referenced to the top of curb.



Project: Montebello Golf Course - Montebello, CA

Curb and Gutter Stakes

Provide stakes at primary points of control, BC's, EC's, angle points, grade breaks, and at not less than twenty-five-foot (25') intervals along curb face for curbs and along the center of v-gutters shown on the approved improvement plans. Redwood headers will also be staked under this task.

Hardscape Stakes

Provide stakes at primary points of control, BC's, EC's, angle points, grade breaks, and at not less than twenty-five-foot (25') intervals along hardscape edges for the hardscape shown on the approved improvement plans that cannot be controlled by an adjacent feature. This task also includes the staking of the freestanding site signage with grades referencing finish grade or surface as shown on the precise grading plan.

Trash Enclosure Stakes

Provide stakes for the Trash Enclosure Walls. The stakes will be set at the beginning, steps, angle points and ends of the walls. Grades will be given referencing top of footing, top of wall or finish grade as indicated on the approved Precise Grading Plan.

Restaking / Certification Allowance

Provide stakes to replace damaged or destroyed stakes that were previously placed. Also provide Line and grade verification for various site improvement like but not limited to placement of underground wet utilities, rough grade verification, sub grade verification, base grade verification, back cuts that could not be anticipated during the preconstruction process. For this task, an estimated Budget Allowance of 40 hours is being set. Additional hours, if necessary, will be invoiced as "Additional Services" per the attached Schedule of Hourly Billing Rates. No staking within or beyond this task will be performed without authorized written approval from the Client and will be invoiced on a time and material fee based on our current hourly rate schedule included hereon not to exceed the budget amount of \$11,600 without written authorization from the client. Detailed descriptions of tasks, hours and date work is performed will be included each month this task is utilized.

Calculations/Cutsheets

Calculate site for construction staking based on approved and signed improvement plans. Provide client with a copy of the cutsheets daily.

Off-Site**Storm Drain System Stakes**

Main Line: Provide stakes at primary points of control, angle points, grade breaks, centerline of manholes and structures, and at not less than twenty-five-foot (25') intervals along the main line.

Catch Basins and Local Depressions

Provide not more than Four (4) stakes each to be set in one (1) operation per catch basin. This includes simultaneous staking of adjacent local depressions if required.

Sewer System Stakes

Main Line: Provide stakes at primary points of control, centerline of manholes, and at not less than twenty-five-foot (25') intervals along the main line.

Laterals: Provide stakes at primary points of control, centerline of cleanouts and grease interceptor manholes and at not less than twenty-five-foot (25') intervals along the lateral.

Scope of Services and Fees:

Job No. 22-820

Page 4 of 6

September 22, 2022

Project: Montebello Golf Course - Montebello, CA

Water System Stakes

Provide stakes at primary points of control, angle points, main line intersections, and at not less than fifty-foot (50') intervals along the main line. Grades will be given referencing flowline of the pipe for profiled lines and finish surface over the pipe for non-profiled lines.

Fire Hydrants and Post Indicator Valves: Provide two (2) stakes referenced to top of curb at each fire Hydrant and PIV location with cuts or fills referenced to the top of curb.

Scope of Services and Fees:

Job No. 22-820

Page 5 of 6

September 22, 2022

Project: Montebello Golf Course - Montebello, CA

3.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. Although the scope items are interrelated and assigned a fixed fee, each task has been listed below with its corresponding budget amount. Services performed will be subject to a 50% increase in the base rate if the hours exceed eight (8) in a day or for work on a Saturday, Sunday or Holiday. Services will include **round-trip** drive time to and from DRC's Anaheim Hills Office. Additional Services will not be performed until authorized in writing by Client.

A total of **Twenty Five (25) move-ins** have been allocated to complete the Scope of Services detailed in Section 2.0. The move-ins must be adhered to for the work to be completed within the Fixed Fee shown below. Additional move-ins will be billed as additional work.

Task	Fixed Fee
On-Site	
Recover and Perpetuate Control	\$1,700
Demolition Limit Stakes	\$600
Fine Grade Stakes	\$1,500
Building Pad Stakes	\$1,700
Building Pad Certifications	\$2,000
Building Structure Control Stakes	\$2,600
Building Form Certification	\$2,300
Catch Basin and Local Depression Stakes	\$1,700
Storm Drain System Stakes	\$5,800
Sewer System Stakes	\$1,200
Water System Stakes	\$1,000
Curb and Gutter Stakes	\$10,400
Hardscape Stakes	\$3,500
Trash Enclosure Stakes	\$700
Restake / Certification Allowance	\$11,600
Calculations/Cutsheets	<u>\$900</u>
Sub Total	\$49,200
Off-Site	
Storm Drain System Stakes	\$7,100
Catch Basin and Local Depression Stakes	\$1,000
Sewer System Stakes	\$4,600
Water System Stakes	<u>\$3,800</u>
Sub Total	\$16,500
Grand Total	\$65,700



Project: Montebello Golf Course - Montebello, CA

4.0 SCHEDULE OF HOURLY BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor.....	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter.....	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$290.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Client: Sport Five

Date: _____





December 20, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #13 – Construction Staking Outside of Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One that is outside of the original scope of. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$15,225. Detailed information and a summary of projected hours and hourly rates is included. In addition, we anticipate an allowance/cost of \$8,700 for future final rough grade verification for the golf course area.

In addition to the \$23,925 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #13, Construction Staking Outside of Scope - \$25,121.25.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210
Anaheim Hills, California 92808
Phone: 714-685-6860
Fax: 714-685-6801

Mike Angus
Sport Five
488 Madison Ave. 16th Floor, New York, NY 10022
Email: michael.angus@sportfive.com

December 20, 2022
DRC Job No. 21-167S

Re: Municipal Golf Course Renovation
Contract No. -
Additional Work Authorization (AWA) Request 1 / Oct 1 - Nov 30, 2022 Services

Dear Mike :

The following is a breakdown of additional services for your approval.

AWA No. 001

Item No.	Date	Task	Hrs	Chgs
1.	10/27/22	STAKE GRADING LIMITS	8	\$2,320.00
2.	10/28/22	STAKE OUT LAKE LIMIT AND TOPO PER SKETCH	3.5	\$1,015.00
3.	11/15/22	STAKE ROUGH GRADE CONTOURS	5.5	\$1,595.00
4.	11/16/22	STAKE ROUGH GRADE CURB	6	\$1,740.00
5.	11/16/22	STAKE ROUGH GRADE CONTOURS	4	\$1,160.00
6.	11/17/22	STAKE LIMITS ON SOUTH SIDE OF GOLF COURSE	9.5	\$2,755.00
7.	11/18/22	STAKE ROUGH GRADE LIMITS ON SOUTH SIDE OF GOLF COURSE	2.5	\$725.00
8.	11/21/22	STAKE LIMITS ON SOUTH SIDE OF GOLF COURSE	9	\$2,610.00
9.	11/29/22	SHOWED UP TO STAKE OUT STORM DRAIN LINES AND RICO DID NOT WANT US TO SET ANY MORE SD STAKES BUT TO SET DAYLIGHT STAKES	3	\$870.00
10.	11/29/22	REVIEW LIMIT STAKES. DIDN'T SEE ANY MISSING STAKES, PER OUR STAKE OUT PLAN.	1.5	\$435.00
Grand Total			52.5	\$15,225.00

From: Jay Brander
To: chizukahaggerty.aimcsworld.com; Michael McAlpine
Cc: ANGUS, Michael; Enriquez, James; schenelia@cityofmontebello.com; Amy Johnson; Micah King
Subject: RE: Montebello Golf Course Renovation Project - Draft Weekly Meeting 004 Minutes 12/6/22
Date: Friday, December 9, 2022 3:35:45 PM

[EXTERNAL]

Team,

Two items I didn't see in the minutes:

- Item #1 switchgear- I confirmed with Amy, once a switchgear vendor is selected that gear will need to be reviewed by SCE prior to ordering. It is part of the DRC Dry Utility scope of work to facilitate the review of the vendor supplied shop drawing with the appropriate SCE planner.
- Item #2 Golf hole turnover- We spent a chunk of time discussing confirmation of grading prior to turnover of a golf hole area from LA Engineering to American Landscape. I suggested we could run a GPS grid over the mass graded area picking up highs/lows in order to compare to the expected grades (per rough grading plan.) DRC's current survey contract was based on certifications of Civil drawings. If DRC is to do a post Mass grading certification on the golf areas, this would be out-of-scope effort. Assuming single certification for each golf area I estimate that to be about 30 hours (\$8700) effort for the survey crew, depending on how exactly the holes are to be certified it may be less time. We can go on T&M or we can set-up a change order.

Jay Brander, P.E. | Project Manager

DRC Engineering, Inc.

www.drc-eng.com | [LinkedIn](#)

an employee owned company

t: 714.685.6860 x 376 | jbrander@drc-eng.com

160 South Old Springs Road Suite 210, Anaheim Hills, CA 92808

From: chizukahaggerty.aimcsworld.com <chizukahaggerty@aimcsworld.com>

Sent: Friday, December 9, 2022 12:38 PM

To: bocasio@pacificresourceservices.com; JMDiaz@kleinfelder.com; Enriquez, James <JEnriquez@cityofmontebello.com>; Chenelia, Samantha <SChenelia@cityofmontebello.com>; ANGUS, Michael <michael.angus@sportfive.com>; Rick Smith <rick@ricksmith.com>; Jay Brander <jbrander@drc-eng.com>; Soila Proctor <sproctor@drc-eng.com>; Amy Johnson <ajohnson@drc-eng.com>; Logan Frick <logan@maverickhospitality.com>; brad@maverickhospitality.com; Joe Goodrich <jgoodrich@indigogolf.com>; Tony Marino <tmarino@indigogolf.com>; Patrick Gertner <pgertner@indigogolf.com>; Rmontalvo@cityofmontebello.com; George Elkin <elkingeorge@yahoo.com>; David Stout <DStout@Troon.com>; Mark Campbell <mscampbell83@icloud.com>; Jeff Green <jeff@maverickhospitality.com>; Alejandro Gonzalez <agonzalez@laeng.net>; Aaron O'Brien <aaron@laeng.net>; Michael Nossett <mnossett@laeng.net>; Alberto Rico <arico@laeng.net>; Natalie Peters <npeters@laeng.net>; Gary

Peterson <gpeter@americanlandscape.com>; Tim Dugan <tdugan@americanlandscape.com>;
Alex Garcia <agarcia@americanlandscape.com>; Jorge Salazar <jsalazar@americanlandscape.com>;
Noe Herrera <nherrera@americanlandscape.com>; Laura Martinez
<lmartinez@americanlandscape.com>; tameka@americanlandscape.com

Cc: estrada aimcsworld.com <estrada@aimcsworld.com>; Michael McAlpine
<mmcalpine@aimcsworld.com>; gperez aimcsworld.com <gperez@aimcsworld.com>; Michael
Torres <mtorres@aimcsworld.com>; Matthew Perez <mperez@aimcsworld.com>;
mpmatthewperez@gmail.com; sburkett aimcsworld.com <sburkett@aimcsworld.com>

Subject: Montebello Golf Course Renovation Project - Draft Weekly Meeting 004 Minutes 12/6/22

Good afternoon all,

Attached, please find the draft meeting minutes for the weekly construction meeting held on
12/6/22.

Please let me know if you have any updates, questions, or concerns.

Thank you so much,
Chizuka Haggerty
818-731-1808

SPORTFIVE

December 22, 2022

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #14 – Temporary Golf Clubhouse Option Coordination

Dear Mr. Enriquez,

This is an Additional Work Proposal for our design team to assist with conceptual planning and coordination for a potential temporary Golf Clubhouse. This is outside of the original scope. The services and fee include conceptual design time, memo/correspondence, assist City and prepare/provide James for for City Council presentation, coordination/consulting with engineers and discuss cost estimate with George Elkin, performed by DFA Architects.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee will be billed as time and materials, not to exceed \$8,500, unless approved.

In addition to the \$8,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #14, Temporary Golf Clubhouse Option Coordination - \$8,925.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive

SPORTFIVE

February 28, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #15 - Geotech Services Requested for Field Conditions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for geotechnical services for reviewing and advising current field conditions.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The fees listed below (attached proposals) are from our design team:
Leighton Consulting, Inc. \$2,905.23

Total additional fee is \$2,905.23. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,905.23 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #15, Geotech Services Requested for Field Conditions - \$3,050.49.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive



INVOICE

Leighton Consulting, Inc.

A California Corp.: Federal ID No.: 73-1650031

Invoice Date: February 28, 2023

Invoice Number: 55421

C81843M

SportFive

7077 E. Marilyn Road, Suite 140

Scottsdale, AZ 85254

Client Contract / PO

Client PM Michael Angus

Leighton Project No.: 13378.003

Project Manager: Djan Chandra

PM Email Address: dchandra@leightongroup.com

Charges from: 2/1/2023

Charges through: 2/28/2023

SERVICES RENDERED

Site Reconnaissance and Geotechnical Recommendations

Subgrade Preparation for Storm Drain Lateral A-3

Pro Shop at Montebello Golf Course

901 Via San Clemente, Montebello, California

Authorized Amount: \$ 2,912.00

Previously Invoiced: \$ 0.00

Current Invoice: \$ 2,905.23

Contract Remaining: \$ 6.77

Professional Services	\$	2,782.00
Other Direct Charges	\$	123.23
AMOUNT DUE	\$	2,905.23

REMIT TO:

Leighton Consulting, Inc.

2600 Michelson Drive, Suite 400

IRVINE, CA 92612

For questions concerning this invoice or EFT information:

Please contact Leighton Consulting, Inc. at

(949) 681-4240

acctreceivable@Leightongroup.com



Leighton Consulting, Inc.

Client: SportFive

Invoice No.: 55421

Invoice Date: 2/28/2023

Professional Fees	Rate	Hours	Total
300 Data Evaluation & Analysis			
Principal	\$ 290.00	2.00	\$ 580.00
408 Field Review/QA			
Field/Laboratory Supervisor	\$ 165.00	4.00	\$ 660.00
500 Office/Reports			
Principal	\$ 290.00	2.00	\$ 580.00
Sr. Staff Eng/Geo/Sci.	\$ 185.00	3.00	\$ 555.00
502 Project Administration			
Principal	\$ 290.00	1.00	\$ 290.00
Word Proc/Proj Admin	\$ 90.00	1.30	\$ 117.00
Other Direct Charges			
Mileage - Project Direct	\$.655	66	\$ 43.23
Vehicle Usage	\$ 20	4	\$ 80.00
			\$ 123.23
Total Charges for This Invoice			\$ 2,905.23



March 28, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #16 – Additional Engineering and Dry Utility Coordination Services for Street Lights

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work associated with the requested street light design.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$7,750. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$7,750 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #16, Engineering Services - \$8,137.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

March 27, 2023
Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #4 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #4 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment



Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 1 of 3

March 27, 2023

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization #4 (AWA) is for additional engineering and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Sub-Consultant Coordination

Per City of Montebello staff request DRC has engaged a sub-consultant MEP to prepare a street light photometric plan and provide necessary design services for street light locations and layout. DRC will prepare street CAD Base file for design use, oversee and coordinate with sub-consultant for additional design services related to installation of new LED street lighting along Via San Clemente.

Street Light Design

Proposal from JMPE Electrical Engineering (sub-consultant) is included and should be referenced for scope of work and fee breakdown. Task assumes new streetlights match current design LED light package for access road and can feed from public access road light meter pedestal.

Via San Clemente Dry Utility SCE Coordination

DRC Dry Utility department will prepare work order package for use by City of Montebello to get a SCE removal package for existing SCE street light system located along Via San Clemente. Task assumes no change required to Clubhouse SCE utility design for meter pedestal or addition of new meter pedestal.

Clubhouse Rule 16 - Service Extension Coordination (Electric/Communication/Gas)

DRC will prepare and submit to the utilities the required utility documents for utility provider utilities to properly design the new service extension and prepare the work order package. For each work order package, the utility will prepare contracts and invoices and DRC will review the contracts and invoices and process the packages to the client for execution and payment and then back to the utilities.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 2 of 3

March 27, 2023

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Sub Consultant Coordination	\$1,200
Street Light Design	\$2,800
Via San Clemente Dry Utility SCE Coordination	\$2,000
Clubhouse Rule 16	\$1,750
Subtotal	\$7,750
Total	\$7,750

Reimbursable Allowance	\$500
-------------------------------	--------------



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #4

Page 3 of 3

March 27, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal



ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

March 24, 2023

DRC Engineering, Inc.
160 South Old Springs Rd., Suite 210
Anaheim, CA 92808

Attn: Jay Brander, PE

Re: Montebello Golf Course, Via San Clemente
Street Lighting
Electrical Engineering Fee Proposal

I. Scope of Work:

- A. New meter pedestal at golf course clubhouse frontage.
- B. New street lights from Garfield/Via San Clemente intersection to roadway/driveway intersection 1000 feet south.
- C. New street light circuit.

II. Scope of Design:

- A. Site electrical plan:
 - 1. Conduit.
 - 2. Conductors.
 - 3. Circuiting.
 - 4. Street light locations.
- B. Street lighting details.
- C. Meter pedestal detail.
- D. Site lighting photometric plan.
- E. Street light details.
- F. Coordination with DRC Engineering.

III. Items Excluded:

- A. Additional street lighting.
- B. Traffic signal engineering.

IV. Fees for Services:

- A. A flat fee of \$2,800.00 shall be invoiced for design.
- B. Additional services shall be invoiced on an hourly basis only after prior authorization.
- C. Hourly rates are: \$200 for engineering and \$100 for drafting.

V. Liability Limitations:

- A. JMPE has no control over, nor is it responsible for any acts, errors, omissions, equipment failures or delays caused by the Client, Owner, other consultants, contractors, subcontractors or any of their agents or employees, manufacturers, shippers, installers, any other persons performing any work on the project, or users of the work. JMPE is not responsible for contractor's failure to carry out the construction in a responsible manner and in accordance with applicable codes, contract documents and recommendations.

627 OLIVE STREET
SANTA BARBARA, CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net

- B. JMPE is not responsible for any unapproved changes to its final drawings and specifications, including but not limited to, substitutions of or by manufacturers, substitutions by contractors, variation in layouts, quality and quantity of fixtures.

VI. Termination of Agreement:

- A. This Agreement is terminable by either party at any time upon ten (10) days' written notice. In the event this Agreement is terminated for any reason; the Client is obligated for JMPE's services and charges incurred before the termination date.
- B. The provisions of this Agreement are valid for 30 days. If this Agreement is not signed by Client and received by JMPE by this date, the Agreement's terms and conditions will be open for further negotiation.

VII. Invoice Submittal: Please indicate to whom all invoices are to be submitted.

Name: _____

Attn: _____

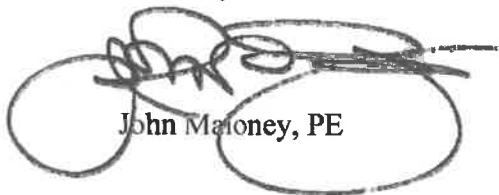
Phone: _____

Address: _____

E-Mail: _____

Preferred method of billing: ☐ USPS mail OR ☐ Email OR ☐ Both
Select one.

Sincerely,



John Maloney, PE

Approved by: _____ Date: _____



April 18, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #17 – Revisions to Golf Clubhouse Architect Plans

Dear Mr. Enriquez,

This is an Additional Work Proposal for our design team to assist with revisions to current Golf Clubhouse construction documents to include items requested by Maverick. This is outside of the original scope. The services and fee include design time and coordination, performed by DFA Architects.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

Total additional fee will be billed as time and materials, not to exceed \$21,950, unless approved.

In addition to the \$21,950 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #17, Revisions to Golf Clubhouse Architect Plans - \$23,047.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



April 17, 2023

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC – Additional Services
DFA Project No. 19124

Dear Mike:

In accordance with the Professional Service Agreement dated January 4, 2022 this will acknowledge and confirm your authorization for us to perform the additional services described herein.

Revisions to the current construction documents set labeled and dated as Delta #1, 2nd Health Department Submittal 11.18.2022. See attached list of revisions requested and labeled as 'Exhibit-A'

The cost for these services will be \$21,950.00. We estimate it will take three (3) weeks to finalize all aspects of the work. Upon completion we will consult with you to ensure overall program conformance. Upon your approval, we will issue all information to you for your use.

We will invoice you for all services mentioned and described above under a new project suffix number 19124.4. We will further segregate and clearly identify the separate and distinct costs we incur, including all out-of-pocket expenses and reimbursables.

Sincerely,

DOUGLAS FREDRIKSON ARCHITECTS, INC.

Douglas W. Fredrikson, AIA, NCARB
President

Agreed and Accepted:
Sport Five Golf, LLC

By: _____
Title: _____
Date: _____



April 17, 2023

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC – Additional Services – Exhibit ‘A’
DFA Project No. 19124

Revisions to the current construction documents set labeled and dated as Delta #1, 2nd Health Department Submittal 11.18.2022. Revisions to the current documents shall not be clouded and delta'd however the entire set will be Issued as Bid Package and Dated 05.04.2023.

General Modifications

1. Print entire set and Issue as Bid Package and Dated 05.01.2023.
2. Revise Stage Pavilion and BBQ pavilion to be included within contract documents, remove “Bid Alternate” notes from page.
3. Provide Division 01 note in specification for 15% overstock on finishes. (DFA to coordinate which finishes for overstock).

Site Modifications

1. Increase concrete apron at trash enclosure into drive 20'-24' depth from gates.
2. Trash enclosure exterior finish shall be revised to EIFS finish.
3. Revise security fencing layout and remove sliding pedestrian gate. Gate shall be standard pedestrian swing gate.
4. Provide 24"x24" pavers in lieu of currently specified concrete hardscape under roof overhang and adjacent to building. Courtyard shall be revised to match paver pattern.
5. Provide paver connection path to new event area.
6. Add FFE round fire table and seating at the NW corner of the hardscape between main entry door and event lawn.
7. Provide additional power distribution for new event lawn west of event lawn area

Building Modifications

1. Revise Door 101b – Change to D6 with side light to match mullions in door. Doors would be double swing with hold open closer and cylinder lock.
2. Coordinate Doors 117b 122a and 122b to be factory color to match building finish (White).
3. Update note regarding signage package to verify it calls out as Owner provided, General Contractor to coordinate with owner vendor.
4. Update all TV locations to accommodate an 85" monitor. Revise note for monitor to be provided by owner's vendor, general contractor to coordinate.
5. Provide Waterless urinals in lieu of low water and Ecopower flush valve; water service shall remain in case of future installation of water use fixtures. Keep Ecopower valve on water closets.

6. Update interior restroom elevations - Tile needs to be full height elevations 112n 112m 112l 112k 111g 111h 111f 112e 112d 112c 112a. All public common restrooms shall have full height tile to prevent vandalism to the drywall. Private restroom is OK as is.
7. Update handsets and door pulls to have black finish in lieu of white finish.
8. Architectural and Electrical plans to include coordination with owner provided AV/IT vendor for extra conduit locations.

End of list.



May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #18 – Additional Engineering and Dry Utility Coordination Services for Pump Station Drive and Additional Lake Coordination

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work associated with the requested pump station driveway and additional lake coordination.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$11,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$11,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #18, Engineering Services - \$11,550.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

April 30, 2023
Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #5 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #5 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 1 of 3

April 30, 2023

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization #5 (AWA) is for additional engineering and dry utility coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Lake Coordination

Due to site grading issues with the rough grading of the lake, DRC prepared exhibits necessary to support decision making process by the design team and inform City of Montebello staff of issues and impacts resulting from the lake placement. As part of the effort to prepare exhibits DRC conducted additional site surveys to determine initial "As-Built" of the rough graded lake. DRC also prepared exhibits to depict necessary remedial grading based on evaluation of planned golf bridge. Upon agreement of action DRC provided site survey staking.

Lake Pump Driveway

DRC will prepare and submit to the city a stand-alone plan sheet for inclusion with phase 3 bid. This plan will depict the necessary required scope of work to remove existing non-compliant drive apron and re-construct a compliant drive apron along with information necessary for the relocation of existing fencing to be behind a path of travel.

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 2 of 3

April 30, 2023

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Lake Coordination	\$6,300
Lake Pump Driveway	\$4,700
Subtotal	\$11,000
Total	\$11,000



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #5

Page 3 of 3

April 30, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal

SPORTFIVE

May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #19 – Landscape Design - Revisions

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes update Construction Documents (bid set), planting, irrigation and details, to be included as plans for the upcoming Golf Course Clubhouse contractor bid process.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$4,450. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$4,450 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #11, Landscape Design Revisions - \$4,672.50.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive

From: Robert Curley
To: ANGUS, Michael
Cc: Chandler Eskew
Subject: RE: Montebello Even Lawn
Date: Tuesday, May 2, 2023 5:38:56 AM

[EXTERNAL]

Much larger scope.

1. Eliminate the golf landscape that is already under contract. So that it is not confusing for the Clubhouse bid of what is included. NEW CLUB HOUSE WORK ONLY LANDSCAPE BID SET \$2,960.00
2. Revise your plans to show the new landscape area which is the big 14,000 SF synthetic turf event lawn. They also want a engineered compacted base under the 14,000 SF area for elephants to walk on it. Is this subgrade base something you do? If so add a note for how to install the sub base. I CAN ADD THENOTE ETC. I WILL NEED TO KNOW DEPTH THEY ARE LOOKING FOR. \$1,490.00
3. Coordinate with Chandler/DFA on who is showing the lights that Brad/Jeff want. LIGHTS GO ON ARCHITECTURAL OR ELECTRICAL.
4. Keep the upper event lawn area by the old Clubhouse on the plan as an alternate that the Clubhouse set of contractors will bid on. NOTED

TOTAL FEE FOR THE ABOVE 4 ITEMS: \$4,440.00

Robert Curley
Cummings Curley and Associates, Inc.
Principal Landscape Architect
562.424.8182 x112
robert@cummingscurley.com

From: ANGUS, Michael <michael.angus@sportfive.com>
Sent: Monday, May 1, 2023 5:52 PM
To: Robert Curley <robert@cummingscurley.com>
Cc: Chandler Eskew <chandlere@dfarchitects.com>
Subject: RE: Montebello Even Lawn

Hey Robert,

Attached is a PDF that shows that new big area of synthetic turf.

We need you to update your landscape set for the Clubhouse Bid.

1. Eliminate the golf landscape that is already under contract. So that it is not confusing for the Clubhouse bid of what is included.
2. Revise your plans to show the new landscape area which is the big 14,000 SF synthetic turf

event lawn. They also want a engineered compacted base under the 14,000 SF area for elephants to walk on it. Is this subgrade base something you do? If so add a note for how to install the sub base.

3. Coordinate with Chandler/DFA on who is showing the lights that Brad/Jeff want.
4. Keep the upper event lawn area by the old Clubhouse on the plan as an alternate that the Clubhouse set of contractors will bid on.

If you need more \$ than what you emailed me let me know asap. I will get an approval from James/City on Tuesday.

Will need your revised and final Clubhouse (including the upper event lawn area already designed as an alternate) by May 16.

Chandler...please make sure you or Robert show the lighting or lighting conduit, whatever we have from Jeff/Brad on someones plan for the bid.

Thank you,
Mike Angus
(480) 688-4047



May 24, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #20 – Electrical Engineering Services – Revised Golf Lighting

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Electrical Engineering Services for the Montebello Golf Course Project. The services and fee includes revisions to the electrical design based on final golf course light poles and lights.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Douglas Fredrikson Architects, Inc. Total additional fee is \$2,800. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,800 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #20, Electrical Engineering Services - \$2,940.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive

Invoice



mw engineering, llc
Electrical Consulting Engineering Group

2001 W. Alameda Dr., Suite 102 Tempe, AZ 85282 480.731.5050

Date	Invoice #
5/18/2023	4301

Bill To

Sportfive
Michael Angus

Description	Amount
Electrical Engineering For: Montebello Municipal Golf Course Renovation Lighting Revisions Back to 20 poles, relocate lake pump equipment #22108	2,800.00
Payment is due upon receipt. Thank you for your business.	Total \$2,800.00

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #21 – Construction Staking Outside of Scope “B”

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Construction Staking for the Civil Contractor Phase One and Phase Two that is outside of the original scope of. The services and fee include On-Site and Off-Site Construction Staking performed by DRC Engineering.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering. Total additional fee is \$50,000. Detailed information and a summary of projected hours and hourly rates is included. Our hope is that there is enough budget to accomplish all remaining Phase One and Phase Two survey and staking, and potentially have some budget remaining for some Phase Three Golf Clubhouse scope survey and staking as well, if needed.

In addition to the \$50,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #21, Construction Staking Outside of Scope “B” - \$52,500.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Angus', followed by a period.

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

May 23, 2023

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Job No. 21-167S

Michael Angus

Sport Five

488 Madison Ave 16th Flr, New York NY 10022

Via Email: Michael.Angus@sportfive.com

**RE: Additional Work Authorization #5 (AWA #5_R1)
Montebello Golf Course - 901 Via San Clemente, Montebello, CA**

Mike,

Please find enclosed additional work authorization (AWA) request #5 for survey services outside of the original scope of services.

Please feel free to contact me if you have questions related to this AWA.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Micah King', with a long horizontal flourish extending to the right.

R. Micah King, PLS
Vice President Survey

Attachment



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

Scope of Services and Fees:

Job No. 21-167S

Additional Work Authorization #5

Page 1 of 1

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

May 23, 2023

Project: Montebello Golf Course - 901 Via San Clemente, Montebello, CA

1.0 INTRODUCTION & SCOPE OF SERVICES

AWA #5 is for additional survey services required for the Montebello Golf Course project. The following scope includes completed and anticipated task(s) required for the successful completion of the project.

Miscellaneous Survey Services

DRC has or will provide additional survey services including the following:

Lake:

- Lake Stakes (Original design plan lake vs. 1st As-Built Lake Location)
- Revised Lake Limit Stakes and Landing Area (For Bridge Landing)
- As-built Lake (second time)
- Revised Lake Limit Stakes (For Edge Corrections per Lake Plans)

Golf:

- Turf Line Stakes (For irrigation main line layout)
- Light Stakes (Stake proposed golf lights, pick-up field walk revised locations)
- Event Lawn Stakes (For shaper)
- Greens and Tee Stakes

Misc. Extras:

- Dry Utility Stakes (Via San Clemente)
- Driveway Pick-up Stakes
- Locate Borrow Pit in Remainder Parcel
- Re-mobilization for Sewer
- As-built Rough Grade Fill Areas
- Rough Grade Curb Stakes for Parking Lot around Clubhouse
- Various Re-staking and Staking for Revisions

Projected remaining (out of contract) work:

- Pump station driveway construction staking for demolition and re-construction.
- Guard Shack Kiosk construction staking for demolition and ramp construction.
- Cal-Water services staking

2.0 FEE SCHEDULE

The scope of services detailed in Section 1.0 will be completed for a fixed fee as indicated below, and per the terms of the original agreement.

Task

Miscellaneous Survey Services

Fixed Fee

\$50,000

Total

\$50,000

Accepted by: _____

Title: _____

Sport Five

Date: _____

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #22 – Sportfive Additional Services Outside Original Scope

Dear Mr. Enriquez,

Attached is Additional Work Proposal for past, ongoing and future design and coordination items performed by the Sportfive team that is outside of the original scope of.

This is for additional services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Sportfive. Total additional fee is \$78,800. Detailed information and a summary of projected hours and hourly rates is included. As your design partner on this job, we offer this significantly reduced time and fee in good faith and hopes that we can continue this partnership and provide our resources through completion of the overall project.

Total Fee for Amendment #22, Sportfive Additional Work Outside Original Scope - \$78,800.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: SportFive Proposal for Additional Design and Coordination Budget / Fee

Dear Mr. Enriquez,

Attached is Additional Work Proposal for SportFive for past, ongoing and future items outside of the original scope of services.

Estimated task breakdown and hourly billing of rates summary:

Part One – Past Work – Golf Course Scope - \$27,200

Additional design and project coordination. From December 2021 thru April 2023. 68 weeks at a significantly reduced average of 4 hours per week, at a significantly reduced average hourly rate of \$100 per hour.

Part Two – Future Work – Golf Course Scope - \$9,600

Anticipated additional design and project coordination. From May 2023 thru October 2023. 24 weeks at a significantly reduced average of 4 hours per week, at a significantly reduced average hourly rate of \$100 per hour.

Part Three – Extended Schedule for Golf Clubhouse – Golf Clubhouse Scope - \$42,000

Anticipated ongoing design and project coordination. From November 2023 thru April 2023. 6 months at proposed reduced fee of \$7,000 per month fee.

Total Fee for above Part One, Two and Three -

TOTAL \$78,800.00

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,



Michael Angus / SportFive

SPORTFIVE

June 8, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #23 – Additional Reimbursable Expenses to Complete Project

Dear Mr. Enriquez,

This is an Additional Work Proposal for estimated reimbursable expenses (travel, plan printing, etc) in association with completed Phase One, Phase Two and Phase Three.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

Our original contract reimbursable expense budget is projected to run out on or around June 15. We have been requested to make more trips for project coordination than planned for. Also, requested plan set printing requests and expense was much more than expected. The delay of the golf clubhouse also will significantly affect the reimbursable costs as originally it was originally planned to be built simultaneously with golf course and all other scope. All expenses to be pre-approved and billed only as incurred.

Total additional budget is \$24,000. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #23, Reimbursable Expenses to Complete Project - \$24,000

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Angus', followed by a period.

Michael Angus / SportFive

SPORTFIVE

July 6, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #24 – Pump Station and SES Slab Foundation Design

Dear Mr. Enriquez,

Attached is Additional Work Proposal for preparing the structural slab foundation plan for the Irrigation Pump Station and the SES for the Montebello Golf Course Project. The services and fee includes:

Structural engineering and associated CAD services for the design of two new concrete slabs on grade as described herein. The concrete slabs will support a premanufactured pump station and a SES electrical cabinet respectively.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Vertex Consulting Structural Engineers. Total additional fee is \$2,000. Detailed information and a summary of projected hours and hourly rates is included. SportFive agrees to waive the additional five (5%) percent for coordination and management.

Total Fee for Amendment #24, CSI Specification Preparation - \$2,000.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Angus', followed by a period.

Michael Angus / SportFive



PROPOSAL FOR PROFESSIONAL STRUCTURAL ENGINEERING CONSULTING SERVICES

AGREEMENT

Prepared on the 30th day of June in the year of 2023.

Between the ENGINEER:

Vertex Consulting Structural Engineers, LLC
8165 East Indian Bend Road, Suite 105
Scottsdale, AZ 85250
P: 480.773.7042 F: 480.773.7046
sam@vertexcse.com

And the CLIENT:

SPORTFIVE
7007 East Marilyn Road, Suite 140
Scottsdale, AZ 85254

For the following project:

Pump Station and SES Slabs for:
Montebello Golf Club
988 Via San Clemente
Montebello, CA 90640
Vertex Proposal No. 22104.93P

SCOPE OF WORK

BASIC SERVICES shall include structural engineering and associated CAD services for the design of two new concrete slabs on grade as described herein. The concrete slabs will support a premanufactured pump station and a SES electrical cabinet respectively. The premanufactured pump station is approximately 7'-8" x 17'-8" x 8'-10" tall on an approximately 10'-0" x 20'-0" concrete slab. The SES cabinet is approximately 3'-0" x 6'-3" x 7'-6" tall with an approximately 5'-0" x 10'-0" concrete slab. The concrete slabs will be designed to support the loads from the equipment. The premanufactured pump station and the SES cabinet and their attachment to the slab will be designed by others at the Client's expense. The Engineer will check the concrete slab for the attachment of the equipment anchorage to the concrete. The Client is responsible for providing the necessary information regarding the equipment including the in-use weight, the center of gravity and anchorage of the equipment to the slab. Construction Administration has been included in the fee for Construction Documents, and shall consist of city review comments, shop drawing review, responses to contractor RFI's, and interpretation of drawings.

BASIS OF COMPENSATION

Our fee for the **BASIC SERVICES**, as described, will be as follows:

- Construction Documents \$ 2,000.00

COMPENSATION FOR ADDITIONAL SERVICES not included in the Basic Services will be based on time expended and will be billed at the following hourly rates:

Hourly Rates

Principal	\$160/hour	Administrative	\$60/hour
Senior Engineer	\$130/hour	Reimbursable Costs	Cost x 1.15
Engineer	\$110/hour	Structural Observations	\$1,200/visit
Drafting	\$90/hour	Engineering Site Visits	\$1,200/visit

Reimbursable Costs. Client shall reimburse the Engineer all costs incurred in connection with the services rendered. Reimbursable costs include, but are not limited to, travel costs, sub-consultants, materials, copies, delivery, etc. that are attributable to this project and services. Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all other costs associated with travel. Charges for plotting or printing of documents will be \$3.00 per sheet if plotted in-house, or actual cost for drawings printed and/or plotted by an agreed upon printing company.

INVOICING AND PAYMENT PROVISIONS:

Invoices will be submitted monthly by the Engineer for payment by the Client. Payment is due upon receipt of invoice. The Client is responsible for payment of full amount whether they receive payment or not. After thirty (30) days from the invoice date, a finance charge of 1.5% per month, compounded monthly, will be charged on the unpaid balance of the past due account. Payment by the Client will thereafter be applied first to the accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by the Client. If payment of invoices is not current, the Engineer may suspend performing further work. If the Client requires a Purchase Order number on our invoice, it must be provided along with this signed Proposal.

☐ Client requests use of this P.O. number on all invoices regarding this job. P.O. # _____

ADDITIONAL CONDITIONS/SERVICES:

Unless specifically noted in the Basic Services, Special Inspections, Structural Observations, and Engineering Site Visits are not included in the agreement. The project should carry a minimum 3% contingency for potential coordination and value-added items. The liability of the Engineer is limited to, and shall not under any circumstances exceed, the amount of the fee paid to the Engineer for work on this project. Any applicable statute of limitations shall begin to run not later than the date of final completion of the project.

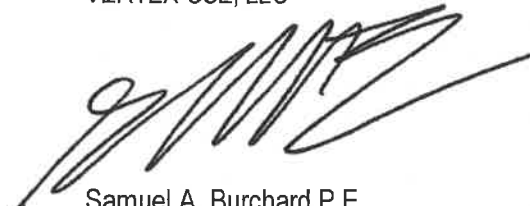
If someone other than the above-named client is to be invoiced for any portion of this Proposal, it must be noted below.

☐ Client requests additional invoice be sent to:
Name: _____, at
Address: _____ for
Service: _____ Amount: \$ _____

It shall be the responsibility of the Client to furnish Vertex CSE, LLC with one complete set of contract documents.

ACCEPTANCE:

VERTEX CSE, LLC



Samuel A. Burchard P.E.
Principal

SPORTFIVE

BY: _____

TITLE: _____

DATE: _____

SPORTFIVE

July 18, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #25 – Landscape Design – Expanded Landscape Areas

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Landscape Design revisions. The services and fee includes update Construction Documents (bid set), planting, irrigation and details. The work consists of (a) the expanded upper hillside event area and (b) the additional landscape area at the Golf Clubhouse at the edge of existing lake.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from Cummings Curley and Associates. Total additional fee is \$2,392. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$2,392 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #25, Landscape Design Expanded Landscape Areas - \$2,512.00.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus / SportFive



CUMMINGS CURLEY AND ASSOCIATES INC
LANDSCAPE ARCHITECTS • LAND PLANNERS

JULY 18, 2023

MAVERICK HOSPITALITY INC AND TREND SPORTS LLC
C/O MICHAEL J. ANGUS
GOLF COURSE DESIGN & DEVELOPMENT
7077 EAST MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85254

RE: AMENDMENT 6 TO CUMMINGS CURLEY AND ASSOCIATES PROPOSAL NO. 10188
CITY OF MONTEBELLO P.O. No. 126

DEAR MICHAEL:

AS YOU REQUESTED, WE PROVIDE THIS ADDITIONAL FEE PROPOSAL FOR THE MONTEBELLO CAMPUS 2020 PROJECT .

THIS ADDITIONAL FEE IS BASED ON PROVIDING LANDSCAPE CONSTRUCTION DOCUMENTS FOR THE INCREASE IN SCOPE TO EXPAND THE UPPER EVENT LAWN AREA, ADD A SYNTHETIC TURF AREA BETWEEN THE LAKE AND CART PATH TO THE SOUTH WEST OF THE CLUB HOUSE AND REPLACE THREE PINE TREES WITH A SPECIES OF MORE INTEREST, FITTING TO THE DESIGN AND MINIMAL LITTER.

OUR ADDITIONAL FEE FOR THE REVISED SCOPE OF WORK SHALL BE TWO THOUSAND THREE HUNDRED AND NINETY-TWO DOLLARS (\$2,392.00).

CONSTRUCTION PLANS:

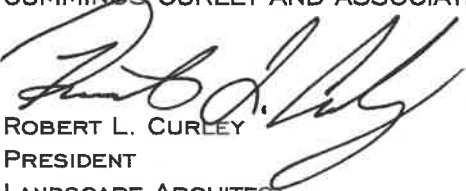
PRINCIPAL 14.5 HRS. @ \$165.00 \$2,392.00

TOTAL FEE: \$2,392.00

IF THE DESCRIPTION OF WORK PRESENTED HEREIN IS AGREEABLE, PLEASE CUMMINGS CURLEY AND ASSOCIATES WITH A FORMAL AGREEMENT FOR SIGNATURE.

OFFERED BY,

CUMMINGS CURLEY AND ASSOCIATES, INC.


ROBERT L. CURLEY
PRESIDENT
LANDSCAPE ARCHITECT

AMENDMENT NO. 4

**TO PROFESSIONAL SERVICES AGREEMENT NO. 3937
BETWEEN THE CITY OF MONTEBELLO
AND SPORTFIVE GOLF, LLC**

This Amendment ("Amendment No. 4") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of February 28, 2024 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, City and the CONTRACTOR are parties to the Agreement, dated November 16, 2021, under which CONTRACTOR was awarded a professional services agreement by the City for architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 1 to the Agreement, dated May 11, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No. 2 to the Agreement, dated August 1, 2022, for additional architectural & engineering services; and

WHEREAS, City and the CONTRACTOR are parties to Amendment No.3 to the Agreement, dated August 23, 2023, for additional architectural & engineering services; and

WHEREAS, City and CONTRACTOR now desire to amend the Agreement to expand the scope of work and increase the related compensation under the Agreement; and

NOW, THEREFORE, the parties to this Amendment No. 4 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

Exhibit "A-1": Proposal Dated September 15, 2023 - Engineering Design for ADA upgrade and pavement rehabilitation for Via San Clemente for **\$25,410.**

Exhibit "A-2": Proposal Dated November 21, 2023 - Los Angeles County Department of Health Coordination, Via San Clemente Storm Drain Improvements, signing and striping plan, and Revised Topgolf Drive connection to Via San Clemente to a PCC apron for **\$15,750** dated November 21, 2023.

Compensation for the expanded scope of work contemplated in this Amendment No. 4 shall be as follows:

"City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 4 (Attachment "B"), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **Forty One Thousand One Hundred and Sixty dollars (\$41,160)**; unless a different amount is specifically approved in advance in writing by City."

SECTION 2. EFFECT. Except as expressly modified by this Amendment No.4, all provisions of the Agreement, shall remain in full force and effect.

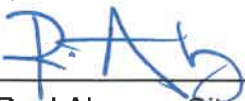
SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 4 shall- constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No.4 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No.4.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No.4 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 4 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

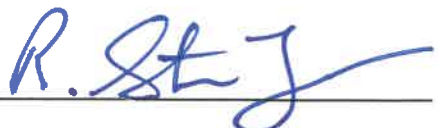
IN WITNESS WHEREOF, the parties have signed this Amendment No.4 as of the Effective Date stated in the introductory clause.

[SIGNATURES ON THE NEXT PAGE]

CITY OF MONTEBELLO a California
Municipal Corporation
("City")

By: 
Raul Alvarez, City Manager

CONTRACTOR
("CONTRACTOR")

By: 

Name: R. STEVE LOY

Title: PRESIDENT

By: 

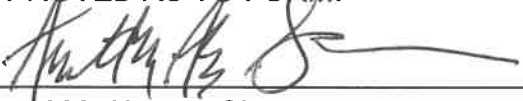
Name: JON HARTIGAN

Title: CFO

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman,
City Attorney

Exhibits:

- Exhibit "A-1" – Proposal Dated September 15, 2023 – Engineering Services for Via San Clemente Paving
- Exhibit "A-2" – Proposal Dated November 21, 2023 – Engineering Services for Lake Fill Coordination and Via San Clemente (storm drain, driveway, and striping plan)



September 15, 2023

City of Montebello
Mr. James Enriquez, P.E.
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Amendment #26 – Engineering Services for Via San Clemente Paving

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente, starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$24,200. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$24,200 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #26, Engineering Services for Via San Clemente Paving - \$25,410.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

September 14, 2023

Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #7 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #7 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested related to ADA upgrade and pavement rehabilitation for Via San Clemente starting at its intersection with Garfield Ave. and ending approximately 1000 LF south at the intersection with the east drive aisle that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,



Jephtha Brander, PE
Project Manager

Attachment



Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 1 of 3

September 14, 2023

Project: Montebello Golf Course

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization #7 (AWA) is for additional survey and engineering coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Field Topography

DRC will perform additional field topography on Via San Clemente. This topography will include sections approximately every 25' linear feet across the existing roadway. Field topography will be sufficiently detailed to perform an engineering review of existing pedestrian routes to determine areas of non-compliance with current guidelines and be utilized to establish existing roadway design grades and drainage. New surface features designed (if constructed) as part of golf course rehabilitation project will be "As Built" for incorporation into project plans. The field survey will then be processed into CAD files for design purposes. NOTE: it is understood prevailing wage will be paid to field survey crew.

Via San Clemente Roadway Maintenance Plans

DRC will prepare roadway maintenance plans for necessary pavement rehabilitation of Via San Clemente. It is understood this is maintenance of existing roadway and a SWPPP will not be required, GC to implement standard construction erosion control BMPs. The existing curb and gutter will be maintained for street drainage and no upgrades for green street design. Plans will be plan view only (no profiles) with centerline & right-of-way based on record street drawings. Portions of the existing walk will be removed and re-constructed to conform to current accessible guidelines. Existing driveways will be maintained at existing location. Plans will be prepared at no less than 1"=40' with necessary ADA blow-up details prepared at no less than 1"=10'.

Construction Support & Site Visits

Assist the Client, Architect, and General Contractor in clarifying the intent of the Project Plans and to resolve construction issues in the field. Respond to RFI's on the project, in writing, and distribute to the Project Team. As necessary, prepare plan revisions or details to facilitate completion of the work. Attend Pre-Construction Meeting and Construction Progress Meetings, as directed by the Client. At the direction of the Client, DRC's Project Manager or Project Engineer will visit the Site to make observations of the improvements and their conformance with the Project Plans, or, to resolve construction issues in the field. This task does not constitute inspection or certification of construction on the part of DRC. Task assumes 20 staff hours including two (2) site visits.

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 2 of 3

September 14, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.
- SWPPP
- Storm water quality
- Street re-configuration
- Construction staking (available from DRC by request)

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
Field Topography	\$6,900
Roadway Maintenance Plans	\$12,000
Construction Support	\$4,100
Subtotal	\$23,000
Reimbursables	\$1,200
Total	\$24,200



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #7

Page 3 of 3

September 14, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal



November 21, 2023

City of Montebello
Ms. Rita Montalvo
Director / City Engineering
1600 W. Beverly Blvd.
Montebello, CA 90640

**RE: Amendment #27 – Engineering Services for Lake Fill Coordination and Via San Clemente Plan
Additional Scope**

Dear Ms Montalvo,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes work requested related to Engineering coordination for lake fill and additional work outside the scope for the Via San Clemente paving plans.

This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$15,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$15,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #27, Engineering Services for Via San Clemente Paving - \$15,750.

If you have any questions, or require further information, please feel free to contact me any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus".

Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

November 20, 2023

Job No. 21-167

Mike Angus
Sport Five
488 Madison Avenue, 16th Floor
New York, NY 10022
480-483-9500

RE: Additional Work Authorization AWA #8 Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #8 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional effort not currently covered under the original contract or previous additional services. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,


Jephtha Brander, PE
Project Manager

Attachment

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 1 of 3

November 20, 2023

Project: Montebello Golf Course**1.0 INTRODUCTION & SCOPE OF SERVICES**

This Additional Work Authorization #8 (AWA) is for additional engineering design and coordination services related to the Montebello Golf Course. The following Scope of Services outlines the identified additional tasks required for the successful completion of the project.

Los Angeles County Department of Health Coordination

In Mid-October LADPH conducted a site visit with the general contractor and would not allow commencement of lake fill utilizing reclaimed water. This was an unforeseen change by the department on a project critical path to start watering processes for the golf course. DRC coordinated with department and water agency to fully understand the agencies' concerns. DRC prepared exhibits for agency review to illustrate the lake interaction in a high storm (lake inundated to flood level) with water agency features. DRC provided exhibits to the golf contractors to construct the necessary lake fill design features to satisfy agency concerns while maintaining the general overall design aesthetic of the golf course. DRC led an on-site meeting with stakeholders and contractors to ensure all issues were satisfactorily addressed and a clear plan to move forward was understood by all attendees and the lake was allowed to be filled in a timely manner.

Via San Clemente Storm Drain

At the request of stakeholder's input DRC implemented the request to add additional catch-basin inlets and necessary storm drain. This request was in response to hotel operator noting to city staff the existing catch basins located near the front of the Home 2 Suites hotel are routinely inundated in small rain events due to the extensive area south of the catch basins tributary to the existing inlets. Based on the field walk with city staff it was agreed additional catch basins were justified. The catch basins size would be based on simple aerial estimation of tributary area due to long-term planned changes of the up-hill area and desire not to further increase scope of work on Via San Clemente. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Via San Clemente Revisions

During this field walk city staff indicated a desire to revise the "As-Built" connection of Top Golf Drive to Via San Clemente to a PCC apron for better durability and this was incorporated into street plans. City staff also requested DRC prepare an engineer's estimate of work with several bid alternative's itemized on the plans for the GC to break out to allow city staff to determine best utilization of funding. During the field walk with stakeholders, the changes to Via San Clemente were discussed and it was determined a signing and striping plan would be necessary to re-stripe Via San Clemente to fit with owner/operator vision of the overall golf campus. City staff directed these changes to be incorporated into a plan set submitted to the City on Nov. 16th.

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 2 of 3

November 20, 2023

2.0 SCOPE of SERVICES EXCEPTIONS

No additional services will be performed on the project without prior written authorization from the client. For clarification, this scope of work **does not include** the following tasks:

- Any task or services not specifically included under the Scope of Services Section above.

3.0 FEE SCHEDULE

The scope of services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that the tasks are interrelated and that the fee is divided into tasks solely to facilitate the preparation and approval of progress billings in accordance with terms of the agreement. The task fees shown below, plus any fees for reimbursable expenses and authorized additional services, represent the total contract amount.

Construction Documents

Task	Fixed Fee
LACO DPH Coordination	\$6,000
Via San Clemente Storm Drain	\$5,500
<u>Via San Clemente Plan Additions</u>	<u>\$3,500</u>
Subtotal	\$15,000
Total	\$15,000



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

Scope of Services and Fees:

Job No. 21-167 AWA #8

Page 3 of 3

November 20, 2023

4.0 HOURLY SCHEDULE OF BILLING RATES

Principal	\$200.00/Hour
Project Manager	\$190.00/Hour
Project Engineer / Surveyor	\$180.00/Hour
Design Engineer	\$170.00/Hour
CADD Drafter	\$155.00/Hour
Engineering Aide / Administration	\$135.00/Hour
2-Man Survey Crew	\$265.00/Hour
2-Man Survey Crew (Prevailing Wage)	\$305.00/Hour

5.0 CONTRACT PROVISIONS

1: It is DRC Engineering Inc.'s (DRC) policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date.

2: Client shall pay the cost, plus 10%, for any applicable application and governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, and delivery or messenger services incurred on Client's behalf. If requested, we will provide a computer printout, which details these costs. We do not typically provide any additional back up for these generally nominal expenses as part of our fee.

3: Miscellaneous fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable upon presentation.

4: In the event this Agreement is breached, terminated, or canceled, or if Additional Services are required, then Client shall pay DRC per the foregoing hourly rates for work completed.

5: The above Schedule of Hourly Billing Rates is for straight time only. In the case of overtime, the rate charged will be 1-1/2 times the hourly rates shown.

6: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

8: The Client agrees to limit DRC's liability to the Client and to all contractors and subcontractors on the project, to damages based on proven professional negligent acts, errors or omissions on the part of DRC only.

9: Reliance on Documents or Reports Prepared by Others – In performing services herein, it is anticipated that DRC Engineering and its subconsultants will receive information prepared or compiled by others; therefore, DRC Engineering makes no claims as to the accuracy and/or completeness of the information relied without independent evaluation or verification

We are prepared to begin work on this project upon receipt of authorization.

Accepted by: _____

Title: _____

Sportfive _____

Date: _____

End of Proposal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Louisville (DG) / AssuredPartners NL 435 North Whittington Parkway, Suite 300 Louisville, KY 40222	CONTACT NAME: Jackson Marion	
	PHONE (A/C, No, Ext): (502) 259-9304 1304	FAX (A/C, No): (502) 259-9304
	E-MAIL ADDRESS: jackson.marion@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company	
	INSURER B : Bridgeway Insurance Company	
INSURED SPORTFIVE Americas Holdings, Inc. 488 Madison Avenue - Floor 16 New York, NY 10022	NAIC #	
	25658	
	12489	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:			630-0Y694558	2/29/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILIT \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-0Y620754	2/29/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-0Y706899	2/29/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Lia			7GA7PL0001899-00	2/1/2024	1/1/2025	Professional Lia 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Montebello 1600 W Beverly Blvd. Montebello, CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Douglas S. Gordon



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT RESOLUTION NO. 24-34 APPROVING THE FISCAL YEAR 2024-25 PROJECT LIST FOR SENATE BILL 1 "THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FUNDED PROJECTS**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-34 approving the Fiscal Year 2024-25 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017 funded projects; and
2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA/SB1) funds from the California State Controller in a fiscal year, the City must submit to the California Transportation Commission (CTC) an adopted list of projects proposed to be funded with RMRA/SB 1 funds by July 1, 2024. All projects proposed to receive the fiscal year funding (Attachment A) must be adopted by resolution per Streets and Highways Code Section 2034(a)(1).

The roadway segments listed on the attached resolution intend to use a combination of Maintenance of Effort (MOE) funds (\$2,438,124) and RMRA/SB1 funds (approximately \$1,623,200), which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in Streets and Highway Code Section 2030(a) and the 2024 Local Streets and Roads Funding Program Reporting Guidelines. The estimated total project cost for the design, construction and

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 3

management/oversight of the project is \$4,061,353. Once the design is completed, staff will present a more concise budget estimate to the City Council for consideration and approval.

The Fiscal Year 2024-25 proposed budget includes \$1.100 million in appropriations of RMRA/SB1 funds as part of the Capital Improvement Program (CIP) budget; with \$800,000 proposed for the City's annual street resurfacing program. The section below contains additional details about the streets to be included in the project list.

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. SB1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund. Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of RMRA funds is distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems. The amount of RMRA/SB1 revenue estimated for Fiscal Year 2024-25 is \$1.623 million, and has been included in the proposed FY 2024-25 budget (Fund 201).

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding in Fiscal Year 2024-25, the City must adopt a resolution approving the list of projects to receive RMRA funding. Staff recommends that SB 1 funding be applied towards the following streets in accordance with the City's approved Pavement Management Program, with funding included in the proposed FY 2024-25 CIP budget:

FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project		
Street Names	From	To
1 st Street	Poplar Way	Whittier Boulevard
Via Campo	Garfield Avenue	Gerhart Avenue
Vail Avenue	Beverly Boulevard	Washington Boulevard
Madison Avenue	Vail Avenue	Wilcox Avenue
18 th Street	Beverly Boulevard	Whittier Boulevard
16 th Street	Cleveland Avenue	Madison Avenue
Cleveland Avenue	Maple Avenue	Montebello Boulevard
Via Val Verde	Concourse Avenue	Beverly Boulevard
Maple Avenue	Loma Road	Westmoreland Drive
Perry Avenue	Germain Drive	Westmoreland Drive

Following City Council approval and acceptance of the streets to be rehabilitated, SB 1

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 3 of 3

funding guidelines require staff to submit to the California Transportation Commission (CTC) the proposed project list and adopted resolution (Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council Approve Resolution 24-34 (Attachment A), approving submission of a project list to the California Transportation Commission that will utilize RMRA/SB1 funds in FY 2024-25.

ATTACHMENT(S)

1. Attachment A - FY 2024-25 SB 1 Project List Resolution 24-34

NEXT STEPS:

N/A

RESOLUTION NO. 24-34

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25
FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Montebello, County of Los Angeles, are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Montebello, will receive an estimated \$1,623,229 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the 2024-25 year in which the City of Montebello is receiving SB 1 funding and will enable the City of Montebello to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Montebello has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Montebello used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

RESOLUTION NO. 24-34

Page 2 of 4

WHEREAS, the funding from SB 1 will help the City of Montebello maintain and rehabilitate local roadways and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk and poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent and good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Montebello, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project

Project Description: City shall utilize Rubberized asphalt, which is a hot-mixed asphalt pavement containing crumb rubber. The crumb rubber serves as a "modifier" of the liquid asphalt. Its addition gives the liquid asphalt greater viscosity (resistance to flow) and improves other properties which resist reflective cracking and rutting and prolong pavement life. Crumb rubber utilized is generated from processing scrap tires. The tires are shredded, and the steel reinforcement and fibers separated from the rubber.

Project Location:

FY 2024-25 SB 1 Rubberized Asphalt Street Enhancement Project		
Street Names	From	To
1 st Street	Poplar Way	Whittier Boulevard
Via Campo	Garfield Avenue	Gerhart Avenue
Vail Avenue	Beverly Boulevard	Washington Boulevard
Madison Avenue	Vail Avenue	Wilcox Avenue
18 th Street	Beverly Boulevard	Whittier Boulevard
16 th Street	Cleveland Avenue	Madison Avenue
Cleveland Avenue	Maple Avenue	Montebello Boulevard
Via Val Verde	Concourse Avenue	Beverly Boulevard

RESOLUTION NO. 24-34

Page 3 of 4

Maple Avenue	Loma Road	Westmoreland Drive
Perry Avenue	Germain Drive	Westmoreland Drive

Estimated Project Schedule: Design to start in July of 2024 and will be completed by December 2024. Construction will commence in March of 2025 and be completed by September of 2025.

Design: Preparation of plans, specifications, and estimates (including standard plans, and specifications) for physical construction projects financed with SB 1 funds. The preparation of plans, specifications, and estimates (PS&E) for roadway construction projects is essential in order to facilitate construction, provide contract control, estimate construction costs, and provide a uniform basis for bidding purposes.

Estimated Project Useful Life: 20 to 25 years.

PASSED AND ADOPTED by the City Council of the City of Montebello, State of California this 12th day of June 2024, by the following vote:

Scarlett Peralta, Mayor

ATTEST:**APPROVED AS TO FORM:**

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-34 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 12th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 24-34

Page 4 of 4

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 # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4205 WITH MCA CONSULTANTS TO IMPLEMENT THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) SB1383 LOCAL ASSISTANCE AND GRANT PROGRAM

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4205 to MCA Consultants to provide SB 1383 Local Assistance Grant Program services for a three (3) year term in a total not-to-exceed amount of \$167,713; and,
2. Authorize the City Manager to execute the Agreement; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City released Request for Proposal (RFP) No. 24-16 to implement the California Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program. The City received five (5) proposals: MCA Consultants, APTIM, Go2Zero Strategies, S. Groner Associates, and Municipal Waste Solutions. Staff reviewed the five proposals and rated them based on their respective qualifications. Based on the documents submitted and overall cost, staff recommends awarding the professional services agreement (Attachment A) to MCA Consultants to provide Senate Bill 1383 (SB 1383) Local Assistance Grant Program implementation services for an initial three-year term, with the option of two (2) one-year extensions.

The California Department of Resources Recycling and Recovery (CalRecycle) approved

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 3

awards for the SB 1383 Local Assistance Grant Program, FY 2022 – 2023. The City is the recipient of Grant Number OWR4, Grant ID 28007, which is meant to provide aid in the implementation of regulations adopted by CalRecycle pursuant to Chapter 395, Statutes of 2016. The Grant Award package is for the amount of \$167,713. These funds have been included in the proposed Fiscal Year 2024-25 budget (Account No. 265-3020-6040.10/4198.87, Grants, CalRecycle-SB1383, Other Contract Services / Misc. Grants). This is a reimbursable grant and as such, Staff will report eligible expenses to the State and -- after approval -- will receive reimbursement.

BACKGROUND/DISCUSSION:

The evolution of waste management requires individuals with the knowledge to ensure the City complies with all State recycling regulations as imposed by CalRecycle. CalRecycle provides oversight of the State's non-hazardous and recyclables collection, which includes AB 341 - Mandatory Commercial Recycling (MCR) and AB 1826 - Mandatory Organic Recycling (MOR). Recent legislation that has affected local jurisdictions is the implementation of SB 1383, which requires local jurisdictions to collect and recover organic waste from residential and commercial generators. Capturing and diverting the organic waste away from landfills will reduce greenhouse gas that is emitted from landfills, which is critical to the State's mandate to support the efforts of climate change mitigation.

SB 1383 requires a 50% reduction of organic matter to be diverted from landfills by 2020 and a 75% reduction by 2025. As of January 2022, CalRecycle has been tasked with the implementation and enforcement of these targets, while also establishing a 20% disposable edible food recovery target for human consumption by 2025. To achieve these goals, SB 1383 requires jurisdictions to conduct educational outreach on recycling and organics to residents, commercial businesses, local food banks, and other food recovery organizations.

To achieve these targets, the City will need to follow these components for a successful SB 1383 Program: Organic and Recycling Collection, Contamination Monitoring, Education and Outreach, Capacity Planning, Procurement Requirements, and an Edible Food Recovery Program. It is imperative that the City execute these six (6) components to be in compliance with SB 1383 requirements. Staff recommends awarding Professional Services Agreement No. 4205 (Attachment A) to MCA Consultants as the most responsive and responsible proposal for a not-to-exceed amount of \$167,713, over a three-year term (June 2024 through June 2024).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 3 of 3

Staff recommends approval of Professional Services Agreement No. 4205 and Authorize the City Manager to execute the Agreement (Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr. 4205 - MCA CONSULTANTS (SB1383 Local Assistance Grant Program) - signed

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4205
WITH MCA CONSULTANTS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 12, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **MCA CONSULTANTS** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified consultant to Implement State Department of Resources Recycling and Recovery SB 1383 Local Assistance Grant program; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 16 on March 28, 2024; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the CONSULTANT will meet the requirements in a satisfactory manner.

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, including any and all addenda or supplemental agreements.
- b. RFP 24 - 16**
- c. CONSULTANT's Proposal
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 16 and CONSULTANT's responses, as such is set forth fully in **Exhibit "B"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 2 of 11

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2), one (1) year periods, with mutual agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 3 of 11

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 4 of 11

CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's 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 CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or 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 CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 5 of 11

employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 6 of 11

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

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

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

City of Montebello
Attn: Risk Management
1600 West Beverly Boulevard
Montebello, CA 90640

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

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

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

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

k. The insurance provided by the CONSULTANT shall be primary to any coverage

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 7 of 11

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. 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

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 8 of 11

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.

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 9 of 11

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – City Clerk's Office
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: cityclerk@montebellocal.gov

If to Consultant: MCA Consultant
Jeffrey A. Camera, President
2111 Mt. Shasta Dr.,
San Pedro, CA 90732
(866) 377-6754
Email: Jcamera@mcaconsultants.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would

conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4205

Page 11 of 11

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

MCA CONSULTANTS


Jeffrey Camera (May 23, 2024 16:33 PDT)

Raul Alvarez, City Manager

Jeffrey A. Camera, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-16
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

Exhibit “A”

CITY OF MONTEBELLO

Request For Proposal

RFP No. 24-16

Request for Proposal to Oversee and Implement
State Department of Resources Recycling and
Recovery SB 1383 Local Assistance Grant Program

Municipal Contract Administrators, Inc
(MCA Consultants)

Jeffrey A. Camera, President
2111 Mount Shasta Drive
San Pedro, CA 90732

(866) 377-6754

jcamera@mcaconsultants.com

Proposal Date
May 10, 2024

Table of Contents

SECTION 1 - LETTER OF INTEREST.....	3
SECTION 2 – BACKGROUND, PROJECT UNDERSTANDING AND APPROACH.....	4
STATEMENT DEMONSTRATING BACKGROUND AND UNDERSTANDING OF THE PROPOSED PROJECT	4
GENERAL APPROACH TO COMPLETING THE PROJECT SUCCESSFULLY	4
METHODOLOGIES AND TECHNOLOGIES EMPLOYED.....	5
KEY MILESTONES AND PROCESSES EMPLOYED	5
EXPECTATIONS FROM CITY	6
SECTION 3 - RELEVANT EXPERIENCE	6
SECTION 3, APPENDIX B - REFERENCES	12
SECTION 4 - PROPOSED SCOPE OF SERVICES.....	13
ORGANICS AND RECYCLING COLLECTION.....	13
CONTAMINATION MONITORING / ENFORCEMENT AND INSPECTION.....	14
EDUCATION AND OUTREACH (INCLUDES ORGANIC WASTE & EDIBLE FOOD RECOVERY)	14
CAPACITY PLANNING.....	15
PROCUREMENT REQUIREMENTS	16
EDIBLE FOOD RECOVERY	16
ADDITIONAL PROGRAMS, IDEAS, AND CLARIFICATIONS TO IMPROVE THE CITY’S PROPOSED SCOPE OF WORK THAT HAVE BEEN PRESENTED TO CALRECYCLE AS PART OF THE AWARDED GRANT PROPOSAL	17
FOOD WASTE PREVENTION PROJECTS.....	17
EQUIPMENT	18
RECORD KEEPING.....	18
WORKING SCHEDULES, KEY MILESTONES, AND DELIVERABLES	19
SECTION 5 - CONFLICT OF INTEREST STATEMENT	20
SECTION 6 - COST PROPOSAL	21
TOTAL ALL-INCLUSIVE NOT-TO-EXCEED MAXIMUM PRICE	21
MILESTONE AND SCOPE OF SERVICE PRICING	21
ADDITIONAL PROGRAMS APPROVED BY CALRECYCLE AS PART OF THE AWARDED GRANT PROPOSAL	22

SB 1383 Local Assistance Grant Program

REIMBURSABLE AND INDIRECT EXPENSES	22
COMPONENT COSTS.....	22
<i>Additional Programs and Expenditures Approved by CalRecycle as Part of the Awarded Grant Proposal</i>	23
RATES FOR ADDITIONAL SERVICES	24

City of Montebello
SB 1383 Local Assistance Grant Program
RFP No. 24 – 16



May 10, 2024

City of Montebello
Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: croldan@montebellocal.gov

SUBJECT: RFP 24-16 – SECTION 1 - LETTER OF INTEREST

Mr. Roldan,

On behalf of MCA Consultants, please accept this proposal as our sincere interest in being considered for the project and continuing to provide the City of Montebello with professional consulting services for the implementation of the State Department of Resources, Recycling, and Recovery SB 1383 Local Assistance Grant Program. As we are currently implementing these services for the City's first cycle award, we are confident that our experience, professionalism, and intimate knowledge of the City's programs will ensure 100% compliance with the requirements set forth in the funding parameters and within the context of the above referenced RFP.

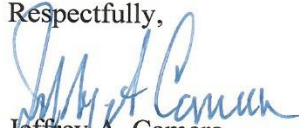
As required by the solicitation documents, this letter of interest serves to notify and confirm that MCA Consultants will guarantee the availability to dedicate any and all time, personnel, and resources necessary to comply and fulfill the requirements of RFP 24-16, the approved grant documents, and the services set forth in this proposal.

As the President of the company, I am also confirming our commitment to the availability of MCA Consultants key project staff during the planning period and a proposed schedule designed to meet the City's needs for the above referenced subject and any other services that the City may require.

Lastly, please accept the following statement as required:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Respectfully,


Jeffrey A. Camera
President

SECTION 2 – BACKGROUND, PROJECT UNDERSTANDING AND APPROACH

STATEMENT DEMONSTRATING BACKGROUND AND UNDERSTANDING OF THE PROPOSED PROJECT.

MCA Consultants' understanding of the City's SB 1383 Local Assistant Grant Program predates the release of the grant's solicitation. Our understanding and commitment to the City's program dates back to the original enactment of AB 1383 in September of 2016 and began with the development of programs compliant with the legislation which continued on into July of 2017, when we designed the City's first organics program and wrote Resolution 17-62, which the City Council adopted addressing food waste and food recovery from within the City borders. Our commitment and understanding was reaffirmed in 2020, when we wrote Resolution 20-97 in December 2020, which also required the integration of edible food waste and was again approved by the City Council. In 2021 we created and then worked with the City Attorney's office to finalize a Request for Proposal (RFP 22-4) for the collection, processing, and recycling of organic waste, food scraps, from commercial, industrial, and multi-family locations within the City. This RFP was approved by the City Council on December 8, 2021, and prior to the release of the first SB 1383 Local Assistance Grant Program.

The programs, services, requirements, and implementation that were developed by MCA for the City of Montebello were further expanded under the RFP implementation program by providing resources for increasing the City's capacity of recoverable and edible food and food products, collection of food and food scraps, implementing enhanced edible food recovery programs, implementing a robust city-wide education and outreach program, expanding the City's enforcement program, continuing evaluation of City programs and potential gaps in service needs, identifying gaps and modifications to the City's procurement policies to comply with current needs and legislative enactments, and implementing a record keeping program to track all food waste, scraps, and edible food recovered from point-source locations through to ultimate distribution and/or end of life.

Since then we have continued to implement the same and similar services that are being requested under the RFP and enhance the City's organics and food collection programs by working with haulers, businesses, and the City on the implementation of expanded programs, conducting site verifications and outreach to Montebello businesses, identifying and auditing Tier 1 and 2 businesses, and keeping flawless recordkeeping data that has been and continues to be approved by CalRecycle in all aspects. As such, we are confident that the services the City is requesting, and have identified in the context of this proposal, are very similar, if not tightly aligned, to the services that we are currently providing to the City. We are certain that we fully understand the proposed projects and services the City is requesting and know that we are able to continue on without any lapse in programmatic services or reporting.

GENERAL APPROACH TO COMPLETING THE PROJECT SUCCESSFULLY

Our approach is immersion through a total understanding of the scope of services and tasks at hand. Every member of our team is intimately involved through collaborative efforts to provide the best possible solutions and program implementation. Like the approach that we currently employ with the implementation of the City's SB 1383 program, we will continue to take a firsthand approach to the tasks and services that we are proposing. Most of the services identified in this RFP, and our proposal, are considered on-site field work that is conducted primarily in the field, at businesses, and various locations within the City, collecting data and conducting compliance evaluations.

SB 1383 Local Assistance Grant Program

Serving as an extension of your staff, we perform the fieldwork, analytical assessments, recordkeeping, and program implementation and report back to the City our progress, keeping staff involved in every step of the process. Working with staff on items affecting the City, the programs and tasks are met with true collaboration by working with City staff on the development, implementation, and monitoring of the current SB 1383 grant program.

Monthly summaries and reports are provided to City staff with our invoices, and we regularly communicate with City staff to ensure program compliance.

METHODOLOGIES AND TECHNOLOGIES EMPLOYED

The methodologies and technologies employed for this program include a combination of proven methods and innovative technologies including customized electronic real time scheduling of organic and edible food collection and distribution as well as electronic inventory tracking for compliance. Building on the current SB 1383 program methodologies for tracking donations, collections, distributions, and compliance that we currently employ as part of implementing the City's SB 1383 program, we will expand both the methods and technologies to include continued program enhancements.

As part of the record keeping process, all items entering and exiting the system are tracked for compliance with program parameters including weight, products collected, locations, and distribution points. Customized forms and data collection records will utilize current and developing technologies and programs to provide enhanced data analysis and more simplified user input.

One of the technological programs we are going to be working with is currently employed in more than a dozen local municipalities and public utilities who are using the technology. The technology and systems we will employ allow front line user input and real time tracking of data to monitor program efficiencies and increase reliability of lifecycle accounting of materials.

The online portal that will be set up includes but will not be limited to creation/access to reports from users including hauler, restaurants, food banks, distributors, grocery stores, and other food donation, and receiving points as well as other vendor data such as the handling the edible food program which will play a part in the input of key data metrics. Additionally, compliance, inspection, enforcement, and waiver tracking will allow quick access to all implementation record and other program management files.

Collectively, the above methodologies and technologies will not only permit online input and access to databases information but will be fully integrated in the creation of reports for tracking of the program progress and compliance.

KEY MILESTONES AND PROCESSES EMPLOYED

Although the milestone timeframes are detailed in Section 4 – Proposed Scope of Services of this proposal, they are also identified in this section to provide the envisioned path forward for the program and to further demonstrate our full and complete understanding of the scope of services requested. Each milestone referenced below aligns with the scope of services we have provided and sets forth supporting details as to the activities.

- **Organics and Recycling Collection**
 - Expansion of collection personnel and resources
- **Contamination Monitoring / Enforcement and Inspection**
 - Training
 - Implementation
 - Review and analysis
 - Waste haulers full contamination monitoring
- **Education and Outreach**
 - Initial outreach program implementation
 - Development of static, media training and virtual education videos and presentation
 - Implementation of education and outreach
 - Outreach program review
- **Capacity Planning**
 - First review
 - Ongoing reviews
- **Procurement Requirements**
 - Review and modification of current policies and procedures
- **Edible Food Recovery**
 - Expansion of collection personnel and resources
- **Food Waste Prevention Projects**
 - Program implementation
- **Equipment**
 - Equipment purchases
- **Record Keeping**
 - Initial records data integration
 - Expanded record keeping and tracking of collections
 - Comprehensive database development
 - Reporting and posting

data [EXPECTATIONS FROM CITY](#)

As referenced in the grant proposal concept that was submitted to CalRecycle and awarded to the City, the intent of the program was to provide the City with a complete turn-key program that incorporates collection, compliance monitoring, enforcement and inspection, education and outreach, capacity planning, procurement, edible food recovery food waste prevention projects, purchasing of equipment, and recordkeeping. The information that the City may be asked to provide and/or update is similar, if not the same, information we are currently requesting and exists. Information relative to in-city business license, enforcement data, zoning, and parcel information, and the possible sending of notification emails and messages (that are developed by MCA for the City) to noncompliant business entities.

SECTION 3 - RELEVANT EXPERIENCE

In addition to our background provided in Section 2 above, (Page 4) MCA Consultants' experience in the development of organics, food diversion and recycling programs, green technological programs dates back more than 28 years and encompasses some of the most innovative developments in California. We have designed, developed, and implemented organics

and food recovery programs, "Green Technology" programs, and developed environmentally friendly equipment for "Santana Row", one of the largest mixed-use developments in California. As well as worked with the developer and numerous development architects, planners, contractors, and government personnel on the coordination of organics recycling and recovery services throughout the pre-development planning, construction, and operational phases of the development. MCA Consultants also designed and developed organic diversion, recycling programs and state of the art "Environmentally Responsible Green" programs and equipment for the "Americana at Brand," a 475,000 square foot development in Glendale, California; coordinated systematic programs and services on behalf of the client and the City; and collaborated with architects, planners, and designers on the coordination of services from inception through total occupancy and operations.

For the purpose of this proposal, it is important to note that the majority of the work performed relative to the scope of services requested will be performed in the field within the physical jurisdictional confines of the City of Montebello. With the remote working capabilities and technology that we are proposing, work conducted that does not require a physical presence within the City will be conducted at remote satellite locations based on the task performed and the personnel performing the work. This telework approach allows for maximum flexibility and increased response times. Should there be a need or requirement for a physical meeting location, we will arrange for such locations. Should a physical address be required, our corporate address is referenced on the cover sheet.

Jeff Camera's Recent Relevant Experience (Resume at the end of this section)

City of Montebello – SB 1383 Grant Program - \$89,694.00

For more than 20 years, commencing with our initial contractual service agreement with the City of Montebello, MCA Consultants has been providing the City with a variety of professional environmental and consulting services including but limited to solid waste, recycling, organics, commercial and demolition recovery, used oil, household hazardous waste, electronic waste recovery/recycling, and like services. Our knowledge of the City and expertise developing and implementing organic and other programs has resulted in unquestionable compliance with all requirements set forth by the State of California, CalRecycle, and Los Angeles County, as well as AQMD and DTSC.

Our professional services relating to SB 1383 compliance have resulted in Montebello achieving a commercial hauler compliance rate of 91.66 percent of identified businesses, and we have achieved a 100 percent SB 1383 compliance rate when the incorporated services of the City's residential hauler are included, service for which we worked to develop in conjunction with the City and your hauler.

In the last year edible food collection collected under a program that we developed for the City of Montebello, and for which grant funding was awarded from CalRecycle, resulted in more than 683,790 pounds of edible food in the last 24 months alone and is expanding with additional Tier 1 and Tier 2 partners, and even entities who are not included in the CalRecycle requirements for edible food collection activities.

Heart of Compassion – Food Bank

Since 2014 Jeff Camera and MCA Consultants have been working with Heart of Compassion (HOC) to recover edible and perishable food which they distribute to those in need as part of their efforts to comply with the EPA's Food Recovery Hierarchy. What began as a simple referral to assist Montebello's solid waste providers to find an outlet for their customers' organic material and spoiled vegetable inventory, has resulted in a nine-year association. During this time we have worked together on food recovery efforts, community outreach, as well as City collection and distribution events. MCA even worked with the City of Montebello to issue a local composting waiver for HOC, permitting them to conduct on-site composting through training that was provided by MCA Consultants.

Mr. Cameras' resume can be found at the end of this section.

Steven Howe's Recent Relevant Experience

SB1383 Implementation -Food Recovery Organizations, Tier 1 and Tier 2 Generator Compliance

Mr. Howe works with jurisdictions in implementing SB 1383 compliance measures for Tier 1 and Tier 2 Generators and increasing options for Food Recovery Organizations that serve these jurisdictions. This includes working with the jurisdictions on their Capacity Planning for Food Recovery Organizations and Tier 1 and Tier 2 Generators. This is part of the jurisdiction's mandatory compliance with the County of Los Angeles and the requirements under SB 1383 and CalRecycle's oversight of jurisdictions.

Currently Mr. Howe is assisting the following jurisdictions in monitoring programs, working with the Food Recovery Organizations to increase collections of recoverable foods, working with Tier 1 and Tier 2 Generators to increase the volume of quality recoverable food that meets health and safety standards and is collected by Food Recovery Organizations for distribution to those that are experiencing food insecurity:

City of Bellflower (2022-Current)
City of Santa Fe Springs (2021-Current)
City of Lynwood (2022-Current)
City of Hawaiian Gardens (2022-Current)

Michael Balliet's Recent Relevant Experience

Since 1991 Mike has been providing solid waste, recycling, organics, auditing, and data analysis and other services to public and private sector clients. He has an in-depth understanding of the regulations governing solid waste collection, diversion, disposal, and organics collection and processing, as well as State legislative requirements. Working with MCA in various capacities and collaborative endeavors for more than 25 years, Mike is acutely aware of data collection, tracking, and analysis as it relates to organics and SB 1383 compliance. Mike has been responsible for developing program methodologies to ensure hauler compliance through the implementation of service-related programs and with organics and food recovery programs for

SB 1383 Local Assistance Grant Program

more than five years. In addition to his above-referenced knowledge, Mike also works with ensuring compliance of Tier 1 and 2 Generators and has developed a reporting and tracking technology program which is currently being used in multiple jurisdictions and that we will be implementing, in part, along with other technologies and process under the services referenced herein. Mike also developed a desktop waste characterization and quantification system, based upon field sampling and National waste generation studies, which was later used to estimate the solid waste streams of over 25,000 industrial, commercial, and institutional entities in the Southern California.

Toni Camera's Recent Relevant Experience

Toni Camera has more than 10 years of program-related experience, including three years with organics, food recovery, and distribution programs. Serving as the lead coordinator of our surplus food collection and distribution program, Toni arranges for our food collections, distributions, and tracking of related data for state compliance with SB 1383 and the Los Angeles County Department of Public Works. Toni has been responsible for expenditure tracking, procurements, and gathering information required for Montebello's compliance reporting to CalRecycle for the \$89,694 in the SB 1383 first round of grant funding that was developed, submitted by MCA Consultants, and for which the City received funding. Toni's experience in budgetary tracking and compliance with funding parameters has ensured that the City is in total compliance with expenditure allocations and accounting of all program-related expenses and other financial tracking.

Lisa Burney's Recent Relevant Experience

Lisa is currently MCA's Associate Consultant working on the City of Montebello's SB 1383 First Cycle Grant program. Lisa is responsible for direct interaction with Montebello food generating businesses as well as those businesses that generate food that is available for recovery. Her ability to evaluate compliance via in-person site visits, "Lid Flipping," and waste stream analysis of food recovery organizations has been instrumental in documenting Montebello's compliance with SB 1383 programs. Lisa assists with the implementation of Montebello's food recovery and tracking programs and works to ensure that haulers are in compliance with the organic and food recovery/diversion programs that they are providing to their Montebello customers. Based on her field work documentation, Lisa provides in-depth analysis of Montebello's organics and food waste collection and processing programs and conducts comprehensive site visits to Montebello businesses to ascertain their level of compliance.

Jeffrey A. Camera

JCamera@mcaconsultants.com

Education

*MPA, Public Administration and
Management
California State University, Long
Beach*

Areas of Expertise

*Waste Management Program
Development and Implementation*

Organics and Food Recovery

*Solid Waste and Recycling Facility
and Operational Management*

*Municipal Solid Waste Contract
Compliance Program Development*

*Waste Collection Feasibility and
Rate Studies*

*Waste Hauling RFP & Performance
Reviews*

Waste Hauler Financial Audits

*Sustainability and Environmental
Programs*

Legislative Ordinance Development

*Solid Waste Contract Development,
Review, and Negotiations*

Organics Management

*Business Technical Assistance
Programs*

Educational Program Development

Publications

*Quantitative Impacts of Unfunded
Mandates on Local Jurisdictional
Decision Making*

*California's Used Oil Policy: A Review
of Used Oil Policy, Programs,
Legislation and Regulatory
Requirements*

*Used Oil and Household Hazardous
Waste Collection,*

*Techniques, and Technology: An
Analysis of Used Oil Collection,
Techniques, and Technologies*

*Impacts of Used Oil and Household
Hazardous Waste programs on the
Coastal Communities of California*

*Analysis of New and Existing Drop-Off
Technologies for Used Oil and
Household Hazardous Waste*

30 Years' Experience

Jeffrey Camera an experienced government administrator who has worked for the public and, private, sectors for over 30 years managing government processes, environmental programs, solid waste and recycling programs, enhanced safety practices, measures, and emergency responses; managing large scale capital improvement projects (CIP) and development programs; stormwater, NPDES, and debris management programs; multimillion dollar budgets; grant funding and related issues, various public and private labor forces, and various efficiency programs and processes. He possesses extensive knowledge and understanding of public sector governance, environmental services; solid waste and recycling program and franchise evaluation, franchise auditing, legislative development and analysis, contract and municipal code development, and the implementation of cost-effective programs designed to enhance public sector efficiency and compliance.

As an experienced sustainability and environmental professional Mr. Camera has developed, implemented, evaluated, and audited programs for many public, private, and non-profit entities. His efforts have resulted in providing his clients with an enhanced understanding of program implementation, administration, budgeting, audits, database management, and fundraising activities. He has been instrumental in working with government entities and community groups to reduce their reliance on outside resources by educating them on the need for external marketing efforts that relate directly to their intended purposes and/or programs. He has also provided professional consulting services both domestically and internationally for more than a dozen public sector entities and over two-dozen private sector entities both domestically and abroad.

Mr. Camera's experience also includes collaborating with developers, businesses, and contractors, to ensure compliance with governmental regulations and program parameters and has been instrumental in developing and implementing solid waste, recycling, food waste, organics, zero waste, and environmental programs for large commercial and mixed-use developments and construction projects to ensure programmatic efficiency and cost effectiveness. His ability to effectively evaluate, analyze, and audit various programs and topic areas provides the comprehensive overview necessary to make informed decisions regarding direction, growth, and profitability.

Mr. Camera possess extensive knowledge in directing operational programs including the administration, management, and monitoring of contracts, performing professional staff analysis, identifying various approaches, alternatives, and solutions in the development of recommendations, and conduct analysis and interpretation of administrative policies and procedures.

For the last 20 years, His experience has been instrumental in the direct development, management, and auditing of key projects, operations, and personnel that affect core operations directly related to solid waste, recycling, organics, and landfill management systems and he is skilled and experienced in explaining and defending ideas and positions, both orally and in writing.

Mr. Camera has served as an expert panelist for SWANA and the Maryland Recycling Network on various environmental subjects including food recovery, collection, and processing, organics waste collection and processing, solid waste and recycling, transfer station operations, electronics and battery collection and safety programs, hazardous waste, and other areas. Mr. Camera has also made several appearances on various media outlets such as ABC, CBS, FOX, and various cable outlets.

Professional Experience

March 1995 to Current – President and CEO - MCA Consultants

Past Projects

Mr. Camera has successfully designed, managed, and/or audited environmental programs in 14 States including but not limited to California, Florida, Virginia, Maryland, Washington, as well as internationally in South America, Europe, and the Caribbean. Some of Mr. Cameras' other projects are referenced below:

Serbian Environmental Ministry Department – Mr. Camera was selected by the Maryland Secretary of States office and the Serbian Environmental Ministry as part of a select delegation to consult and confer with the Serbian government on environmental issues such as organics recycling and processing, solid waste and recycling and Construction and Demolition recycling. Mr. Cameras focus was on organic collection and food recovery processing and diversion.

Santa Row - San Jose, CA - Designed and implemented Green Technology programs and equipment for "Santana Row", one of the largest mixed-use developments in California; served as client liaison to the City of San Jose; worked with the developer and numerous development architects, planners, contractors, and government personnel on the coordination of services throughout the pre-development planning, construction, and operational phases of the development.

Americana at Brand - Glendale, CA - Design and development of state of the art "Environmentally Responsible Green" programs and equipment for the "Americana at Brand", a 475,000 square foot development in Glendale, California. Coordinated systematic programs and services on behalf of the client and the City, and worked with architects, planners, and designers on the coordination of services from inception through total occupancy and operations.

LA Live – Los Angeles, CA - Provided pre-development environmental consulting services for "LA Live", a 4-million square foot development in Los Angeles, California. Provided insight and programmatic design and coordination of services to client owner and developer.

Fort Lewis, Washington - Provided environmental consulting and development services for an equity development company responsible for military base housing at Fort Lewis in Washington State. Successfully designed, managed, and/or audited environmental programs in mixed use developments in 14 States including California, Florida, Virginia, Maryland, Washington, and eight others.



SECTION 3, APPENDIX B - REFERENCES



**City of Montebello
RFP 24 -16
Oversee and Implement State Department of Resources Recycling and Recovery SB 1383
Local Assistance Grant Program
Appendix B – REFERENCES**

Entity Name City of Montebello (Jeff Camera)

Business Address 1600 West Beverly Boulevard, Montebello, CA 90640

Name of Contact Alexis Lucero and Jeremy Melendez

Title Contact Alexis – Senior Management Analysis / Jeremy – Management Analyst

Telephone Number of Contact (323) 877-1200 Extension 1427

Email of Contact ALucero@montebelloca.gov / JeMelendez@MontebelloCA.gov

Description of Project Total SB 1383 implementation; organics, food and edible food recovery

Date of Service 2017 through Current

Entity Name City of Sante Fe Springs (Steven Howe Reference)

Business Address 1710 East Telegraph Road, Sante Fe Springs, Ca 90670

Name of Contact Maribel Garcia

Title Contact Sr. Management Analyst / Assistant to the City Manager

Telephone Number of Contact (562) 868-0511 Ext 7569

Email of Contact maribelgarcia@santafesprings.org

Description of Project SB1383 Implementation, food recovery organizations, Tier 1 & 2 generators

Date of Service 2021 through Current

Entity Name Heart Of Compassion

Business Address 600 South Maple Avenue, Montebello, CA 90640

Name of Contact Eric Tietze

Title Contact Pastor and Founder

Telephone Number of Contact (562) 943-1843

Email of Contact hoceric@gmail.com Admin@heartofcompassion.org

Description of Project SB1383 program implementation, food recovery and collection programs,

Date of Service 2014 through Current

SECTION 4 - PROPOSED SCOPE OF SERVICES

ORGANICS AND RECYCLING COLLECTION

Building on the successful collection activities of the last two years, which resulted in an average increase in the amount of recovered edible food by 15%, the collection aspects of this program will fall within two categories that will most benefit the City and the intended goals of this program. The first aspect of the program is reaching out for the collection of commercial food. Utilizing a combination of business license registry, hauler collection activities, hauler reported programs, and the individual business audits, our efforts will expand the collection capacities through the identification of identified food and programs that may fall under the legislative confines established. Although primarily focused on Tier 1 and Tier 2 Generators, our collection program will extend beyond that and work to incorporate all businesses and eating establishments that generate food and have the potential for collection and/or donation of edible food.

Part of this program will provide for the collection of residential food scraps and food-related products from all residential dwelling units within the City and provide for the effective monitoring and tracking of collection locations, compliance, and reporting of tonnage to the City. The program will also utilize renewable natural gas (RNG) in their collection vehicles and through the compost produced from the organic and food scrap material collection. Even though our residential organics program is being rolled out and implemented by our residential franchise collector, one of the biggest challenges that we face in the collection of food among smaller businesses is the ability to find storage capacity and programs that will prevent food rot and spoilage in between collections. As a result, we will work to establish localized collection territories that can be collected at various intervals throughout the day and establish programmatic routes based on the volumetric quantification and type of food being generated and or discarded. A survey of Montebello's 12 nonexclusive franchise providers illustrated that there are only seven or fewer companies that are able to provide the necessary organic material collection activities. Of these seven, five are capable of collecting on a large scale, while the other two remain localized but able to service their individual customer needs.

Our program will expand our collection abilities by merging these two sectors and providing site specific programs that can be customized to achieve maximum efficiency while implementing our long-term strategic goals for 100% collection of organic food that would otherwise be discarded and deposit it into landfills and other depositories. In 2022 our edible food recovery program resulted in the collection of 190,015 pounds of available food. In 2023 our edible food program was expanded, which resulted in the collection of more than 256,605 pounds of edible food in the first six months of the calendar year. Through the continued implementation and utilization of our identified programs, we are confident that we will be able to increase our food diversion rates and increase recovery of edible food by 10% to 14% annually.

The goal to increase the amount of edible food recovered will be in part due to the added staffing of edible food recovery personnel that will conduct site visits of each identified business that either produces, manufactures, distributes, prepares, or serves edible food. Through the

SB 1383 Local Assistance Grant Program

identification of identified establishments and the quantification of statistical food recovery, our program will strive to achieve our target goal that will phase in all of the aforementioned establishments over the term of the funding cycle. Weekly tonnage reports will be submitted to the City for verification and compliance. All collection locations will be provided with compliant food scrap bins and containers and will be processed in a manner as to prevent foul smell or contamination by vermin, rodents, or insects.

CONTAMINATION MONITORING / ENFORCEMENT AND INSPECTION

Contamination monitoring is perhaps one of the areas that can enhance organic collection programs by working with the City's residential and commercial haulers to ensure program compliance. As part of our contamination monitoring, regular site visits and inspections will be conducted of commercial entities and other food generators to evaluate their level of compliance. This methodology includes "lid flipping" whereby the lids of collection containers are flipped and examined for organic materials, as well as onsite compliance evaluations and inspections of food and organic generating businesses. These efforts will be combined with mandatory hauler inspections and monitoring and merged together for increased compliance and programmatic tracking of success. A contamination monitoring program to educate businesses, schools, residents, and others will also be established through in person, virtual, and recorded mediums to train them on the program and increase the level of understanding for increased program monitoring and compliance.

Enforcement is another part of the program that will benefit from the program funds. Working with the City's code enforcement staff, our staff will work collectively to cover all the areas required. To this end the funds utilized under this program will be used to create an enforcement system that will include paid staff, code enforcement, and volunteers to create a system whereby residents and businesses can report noncompliant entities to the City for continued enforcement. Furthermore, enforcement of Resolutions 17-62 and 20-97, which require the integration of food waste and a diversion rate of 75%, will continue to be implemented to maximize the effectiveness of the program.

As part of the enforcement program, the City's previously referenced enforcement corps will work with City inspectors and code enforcement officials to inspect and report deficiencies in the program. When code violations are identified, they will be referred to our staff and the City for confirmation and followed up as appropriate based on applicable law.

EDUCATION AND OUTREACH (INCLUDES ORGANIC WASTE & EDIBLE FOOD RECOVERY)

Reaching out to those impacted most is essential to the successful implementation of our program. That is why our education and outreach program encompasses a multi-stage approach to reaching our targeted sectors of society that will be impacted by participation, whether as a donor or a recipient. The development of an extensive education and outreach campaign will be developed to provide information about the program and the effectiveness of its parameters. The program will be conducted in both print and electronic formats to maximize the potential for success.

SB 1383 Local Assistance Grant Program

Conducted in bilingual formats, monthly seminars, site visits, audits, surveys, and repeated outreach to the restaurants and eating establishments will be conducted to provide updated information. Outreach and education to identify businesses on how to discard their food under the program will be a repeat topic for discussion and will be updated with lessons learned and successful programs that have been implemented. A business-to-business education program will be developed to pair likeminded businesses together for the development of an enhanced program. Similarly, complementary businesses that may benefit from each other will also be introduced to maximize program effectiveness as well as material diversion from landfills.

Education and outreach to residential populations will be held in an equivalent manner with enhanced attention to the needs of the residential program. Utilizing direct contact with residents via community events, point of sale (POS) displays, social media, targeted advertisements, and City-based programs, residents will be educated on the program parameters on a continuum and reminded of the overall collective program through the identification of partnerships such as eating establishments, vendors, supermarkets, and other food recovery organizations.

Collectively, our targeted outreach program encompasses integrated messaging in all formats including print, presentations, seminars, webcasts, in-person learning, community events, and social media to provide all areas of the City with the most accurate information available about the program. The education and outreach materials that will be developed and implemented include print media, video, and social media materials offered in other languages and door-to-door outreach.

To enhance the program, we will implement a quarterly outreach program review of all efforts. The evaluation will include a panel represented by MCA and City staff, and if so desired and approved by the City, community members and business representatives will be included on the panel.

CAPACITY PLANNING

As part of the capacity planning established herein, we will expand our planning endeavors identified in the current SB 1383 program to include a revised quantification for our actual food recovery capacity utilizing current resources and develop additional avenues and partners if our revised capacity is insufficient to meet the needs of the donations made to the recovery organizations. In some cases, capacity at existing locations may be expanded, and in others we will provide assistance to our partners to help expand and/or modernize their facilities and infrastructure needs. These services will include conducting random evaluations and audits of identified food generators and requiring a comprehensive tracking of donated and discarded food and related products. Combined with our hauler audit program that is conducted every year, all locations in the City that either generate, distribute, process, arrange, store, sell, or otherwise deal with food material will be required to submit an electronically generated tracking system to account for the life-cycle accounting of the food donated for consumption, processed via compost or recovery facility, or at a landfill.

SB 1383 Local Assistance Grant Program

As part of our capacity planning endeavors, although the City has entered into an agreement with our residential service provider for capacity planning, our program will continue to strive to enhance the capacity availability of the City's 12 nonexclusive franchise solid waste and recycling providers. To this end each of our known exclusive franchises will be audited for potential inclusion in this program. Part of the audit will include a review of their current customer listing and an analysis of an identified company's ability to take on additional capacity and expand their previously identified programs. Each of these areas will be quantified based on identified food recovery and capacities to determine a base formula for program implementation.

Ensuring that program parameters are strictly adhered to, random evaluations and audits of food generators will be conducted on a regular basis to ensure that the identified potential for donated and discarded food items are compliant with the parameters that we have established. The program to be enacted with these funds will provide direct assistance to these organizations to determine the actual capacity that each is capable of achieving under the program. One of the areas of focus under this portion will be the expansion of the edible food from commercial generators. Expanding our education and outreach program to Tier 1 and Tier 2 partners will be part of the capacity planning to ensure that the same messages are being not only distributed but fully understood by all of the participants in the program.

We will build on the success of our initial program by collaborating with our current non-profit partners and food recovery organizations to enhance the linkage between them and direct donors in order to reduce the time between donation and redistribution. Once the connections are established, comprehensive training will be implemented to ensure the capacity of the program parameters either remain at established program levels or enhanced with programmatic expansion.

PROCUREMENT REQUIREMENTS

Continual updating of the City's procurement regulations will be undertaken in this program. Building on successful models and previous policies implemented by the City, new procurement guidelines and policies will be developed and implemented to ensure the use of recycled organic products – compost, mulch, electricity, and/or renewable gas, recycled paper and paper products, and other items to maximize program effectiveness and environmental compliance. The new policies will be designed to integrate across all City Departments and provide models which can be implemented throughout the City, including private businesses and organizations. Enhanced tracking and monitoring will be implemented to quantify the impacts of the procured items. The procurement policy review, revision, and implementation will also include a path to achieving the City's 0.08 ton target for the procurement of organic waste and the target procurement goals of 1,227 cubic yards throughout the City.

EDIBLE FOOD RECOVERY

As part of the edible food recovery program identified within the contents of this proposal, we will be collaborating with community groups and collaborative partners in the collection, preparation, and storage of edible food. The food collected will be utilized by various nonprofit

SB 1383 Local Assistance Grant Program

organizations and distribution centers to provide much needed meals to the underserved residents of Montebello and surrounding areas. In some cases, these distributions will involve working with other organizations and nonprofit entities on collaborative approaches to reach target audiences to maximize our distribution endeavors.

Understanding the dynamics of the recovery of edible food goes far beyond just the recovery process. It involves the complete understanding of the process from beginning to end. This process includes not only the collection cataloging, handling, and transference of the edible food collected, it also requires a complete understanding of food packaging and safety requirements. One of the ways we will accomplish this is by using MCA staff and a vast network of organizations to provide on call and scheduled collection of edible food. Once collected the food will be brought to a centralized processing location of one of our community partners, evaluated and inspected according to program parameters and distribution standards, and prepared for distribution. In some cases, hot or cooked food will be distributed within hours of collection to various locations throughout the City and surrounding areas based upon applicable distribution standards, while in other cases collected food may be consolidated and or partnered with other food to create hearty meals that can be stored and or distributed as needed.

Utilizing the current capacities that were developed in the initial stages of our food recovery program, we will continue the expansion of the program to include larger food storage areas which can be utilized by our local nonprofit organizations, food banks, food pantries, shelters, and others within the city for the storage of edible food.

Building on the successful collections of our initial SB 1383 program implementation, this continuation phase will encompass unique and innovative collaborations which will bring together various businesses and service industry professionals to combine their talents and collective resources to establish programs that are intended to reach far beyond traditional methods and targeted partners. These programs are envisioned for consolidated efforts on weekends and other events sponsored by the City to bring attention to edible food recovery and the need for reducing the excessive and wasteful discard of edible food. Utilizing their culinary talents, we will seek to include various program participants and eating establishments to provide demonstrations in the proper preparation of meals as well as safe storage techniques. These demonstrations will take place in the form of virtual and in-person events and recorded messaging to provide a greater capacity in our edible food recovery efforts.

ADDITIONAL PROGRAMS, IDEAS, AND CLARIFICATIONS TO IMPROVE THE CITY'S PROPOSED SCOPE OF WORK THAT HAVE BEEN PRESENTED TO CALRECYCLE AS PART OF THE AWARDED GRANT PROPOSAL

FOOD WASTE PREVENTION PROJECTS

As part of any successful food recovery program, we must look at the entire food cycle from preparation to serving and recovery. Even though we have established successful programs for the donation and collection of edible food under this section of the program, we will focus our efforts on preventing waste by addressing the planning and preparation of food to prevent waste

SB 1383 Local Assistance Grant Program

from even being generated. This endeavor starts with developing a clear understanding of food and necessities, menu planning, and preparation. To expand the scope an understanding of this task, we will work behind the scenes in restaurants, food establishments, and other food preparation establishments to educate them on back-of-house practices and techniques to help reduce the generation of food waste.

This program involves demonstrating the beneficial practice of food reuse in the form of food stocks, sauces, purees, soups, seasonings, and poaching liquids, as well as garnish. Utilizing what has traditionally been thrown away, this program will educate back-of-house prep staff, chefs, and servers on new and innovative techniques to maximize utilization of fresh fruits and vegetables to reduce waste and unnecessary spoilage. In some cases, this instruction will be in the form of in-person demonstrations at individual restaurants and eating locations, while in others it may be online seminars, previously recorded sessions, or even visual presentations online and other social media avenues.

These programmatic sessions will also be expanded to include residential and multifamily practices that can be implemented by our residents to assist in our efforts to reduce food from rotting, being underutilized, and discarded into landfills. The residential portion of the food elimination and reduction program will be geared to everyday activities associated with food preparation. Utilizing a combination of techniques, processes and programs, we are confident that the information that we provide to our residents, businesses, and the community will prove beneficial in the reduction of food waste. A secondary benefit of this program is that program participants will learn how to work with traditionally discarded cuttings which can save money, time, and reduce the wasteful discarding of otherwise useful food. We are confident that the parameters set forth above will dramatically reduce the amount of food being wasted by preventing food waste from being generated and becoming waste that is normally destined for landfills.

EQUIPMENT

Continuing the utilization of insulated heating and holding cabinets, the precooked food will be examined for applicable guidelines and prepared for distribution to others in the community via insulated food recovery bags, containers, and equipment for delivery and distribution at other locations. For food distribution locations we will procure larger refrigerated holding units which may include refrigeration, coolers, and packing material to maximize the shelf life of the collected food. Collection vessels such as compliant food scrap bins and containers will also be purchased for this program.

RECORD KEEPING

As has been referenced throughout the information presented above, extensive record keeping will be conducted during this process to ensure maximum accountability and tracking of food and food-like products. Additionally, the record keeping and tracking of collection activities, edible meals distributed, tons of food donated, material composted, and business programs implemented will be developed into a comprehensive database that will serve as a reference

point for all program evaluations. Monthly reports will be posted electronically and provided to residents and participating businesses to demonstrate the success of the programs being implemented and to document compliance with SB 1383 and other state requirements. Utilizing the programs and concepts identified in the Methodologies and Technologies section of this proposal, collectively we will implement a record keeping system that not only ensures compliance but exceeds all record keeping expectations.

WORKING SCHEDULES, KEY MILESTONES, AND DELIVERABLES

It is important to note that the implementation of organics collection and edible food recovery is not restricted to regular hours or collection times. Because of the nature of SB 1383 and the goal of collecting and diverting organics and divertible food, during the course of our program implementation we will operate 7 days per week and are targeted to recover food during various times including off peak hours. Our reporting and scheduling programs are available 24 hours per day, 7 days per week, including holidays. Our automated online food donation scheduling portal is also available 24/7, with responses generally provided to the donating entity within a few hours of their request.

There are several milestones that have been identified in our proposal, some of which are a continuation of the current programs we are implementing within the City. Some of which are referenced below.

- **Organics and Recycling Collection**
 - Expansion of collection personnel and resources – Continuous and ongoing
 - Within 2 weeks of award and continuous through program completion
- **Contamination Monitoring / Enforcement and Inspection**
 - Training – Month 2 after award and continuous and new entities are onboarded
 - Implementation – Continued from current program and continuous for the duration of the grant award
 - Review and analysis – At the end of every month, quarter, and year to continuously monitor and evaluate the need for changes or enhancements
 - Working with waste haulers for full contamination monitoring
 - Current and ongoing with monthly updates and reviews provided to City staff
- **Education and Outreach**
 - Initial outreach program implementation – Month 1 and 2 after award
 - Development of static, media training, and virtual education videos and presentation - Within 90 days of contract award
 - Implementation – Continuous and ongoing
 - Outreach program review – Monthly commencing after month 1 of program award

- **Capacity Planning**
 - First review – 30 to 60 days after contract award
 - Ongoing reviews – Continuous
- **Procurement Requirements**
 - 30 to 45 days after contract award
- **Edible Food Recovery**
 - Immediate and continuous, continuing from current program
- **Food Waste Prevention Projects**
 - 45 to 90 days after contract award
 - Program implementation – Continuous and ongoing
- **Equipment**
 - Equipment purchases within 90 to 120 days after contract award
- **Record Keeping**
 - Initial records data integration – Within 30 days of contract award
 - Expanded record keeping and tracking of collections - Continuous and ongoing
 - Comprehensive database development – Within 120 days of contract award
 - Reporting and posting data – After 120 days of contract award, and monthly thereafter

SECTION 5 - CONFLICT OF INTEREST STATEMENT

MCA Consultants has been Montebello's environmental consultant for solid waste, recycling, organics, food waste and recovery, used oil, beverage container recycling, construction and demolition, and e-waste for more than 20 years. During this time we have had program service-related interactions with City staff that occur in the professional confines of their respective offices located at City Hall and other official City buildings and locations. We do not currently, nor have we had personal relationships or dealings with any Montebello staff outside of normal working parameters, and all interactions are directly related to the services that we are contracted to provide.

We have been implementing the City's SB 1383 grant since it was awarded in 2022 and have exceeded all grant parameters and requirements, which has resulted in a 100% compliance rating with CalRecycle for the grant's implementation.

We are contracted to perform the following services for the City:

- SB 1383 implementation
- Organics, food recovery, and diversion program development, implementation, outreach
- Commercial solid waste hauler compliance and reporting

SB 1383 Local Assistance Grant Program

- Residential solid waste hauler compliance and reporting
- City-wide recycling development and implementation
- Hauler audits for City compliance
- CalRecycle annual reporting
- Waste reduction and recycling program implementation
- Used oil and Certified Center grant program development, oversight, and reporting
- Beverage Container grant program development, oversight, and reporting

SECTION 6 - COST PROPOSAL

The one-page cost proposal was submitted originally via hand delivery, according to Section 7 requirement. Also attached is an electronic version for your consideration. Proof of hand delivery is referenced below.

From: [Melendez, Jeremy](#)
To: [Jeff, Camera](#)
Cc: [Roldan, Cesar](#); [Leon, Jacqueline](#)
Subject: Confirmation Receipt of Cost Proposal Packet
Date: Thursday, May 9, 2024 8:24:29 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Hey Jeff,

Thank you for coming in earlier to deliver your Cost proposal packet. I am confirming that we have received it.

Best,



Jeremy Melendez

Management Analyst
Department of Public Works

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1427

w: www.MontebelloCA.gov

e: JeMelendez@MontebelloCA.gov



Office Hours – Monday-Thursday 7:30 a.m. – 5:30 p.m. Closed every Friday.

The information contained in this section of the cost proposal section contains all pricing information relative to performing the scope of work as described within the context of RFP 24-16, as well as component pricing for additional items not referenced in the RFP but that were included in the original grant submission and awarded to the City as part of the SB 1383 grant award scope of services.

This section also includes an all-inclusive maximum not-to-exceed price with all direct and indirect costs, out-of-pocket expenses, meetings, conference calls, site visits and deliverables incorporated.

TOTAL ALL-INCLUSIVE NOT-TO-EXCEED MAXIMUM PRICE

For the purpose of this proposal and the requirements referenced herein, our total all-in Not-To-Exceed Maximum Price shall not exceed **\$158,276.00.**

MILESTONE AND SCOPE OF SERVICE PRICING

- Organics And Recycling Collection - \$17,250.00

SB 1383 Local Assistance Grant Program

- Contamination Monitoring / Enforcement and Inspection - \$22,875.00
- Education and outreach (includes organic waste & edible food recovery) - \$16,317.00
- Capacity Planning - \$20,845.00
- Procurement Requirements - \$3,675.00
- Edible Food Recovery - \$30,000.00
- Edible Food Recovery (Personal) - \$7,225.00

ADDITIONAL PROGRAMS APPROVED BY CALRECYCLE AS PART OF THE AWARDED GRANT PROPOSAL

- Food Waste Prevention Projects - \$4,250.00
- Equipment - \$4,287.00
- Record Keeping - \$8,175.00
- Personnel (Administrative - MCA Consultants) - \$23,275.00

MISCELLANEOUS PRINTING, BINDING, POSTAGE – 100 EACH @ \$1.02 = \$102.00

REIMBURSABLE AND INDIRECT EXPENSES

MCA is not requesting, nor will we be requesting, any reimbursable expense that was not identified in the original grant proposal awarded to the City, as we believe that requesting such would fall outside of the original parameters of the grant submission which was approved by CalRecycle.

Total Reimbursable and Indirect Expenses = \$00.00

COMPONENT COSTS:

This section has been developed in accordance with RFP 24-16 Appendix A #6 and includes all fees and expenses for each of the work tasks and deliverables described in this RFP. The rate schedule referenced below includes hourly rates and the number of hours anticipated for each staff level. MCA does not charge or request reimbursement for out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs as we believe these are expenses that should not be included under this proposal and were not included in the original grant proposal request or award. Each of the times reflected below in the component cost schedule directly correlate to the total all-inclusive maximum price referenced above.

- Organics And Recycling Collection - \$17,250.00
 - Principal Consultant – 65 hours @ \$85.00 = \$5,525.00
 - Senior Consultant – 42 hours @ \$75.00 = \$3,150.00
 - Associate Consultant – 155.91 hours @ \$55.00 = \$8,575.00
- Contamination Monitoring / Enforcement and Inspection - \$22,875.00
 - Principal Consultant – 50 hours @ \$85.00 = \$4,250.00
 - Senior Consultant – 65 hours @ \$75.00 = \$4,875.00

SB 1383 Local Assistance Grant Program

- Associate Consultant - 250 hours @ \$55.00 = \$13,750.00
- Education and Outreach (includes organic waste & edible food recovery) - \$16,317.00
 - Printed Materials, Brochures, POS Cards – 5,000 @ \$0.7484 = \$3,742.00
 - Business-to-Business Principal Consultant – 25 hours @ \$85.00 = \$2,125.00
 - Business-to-Business Senior Consultant – 20 hours @ \$75.00 = \$1,500.00
 - Business-to-Business Associate Consultant – 70 hours @ \$55.00 = \$3,850.00
 - Web, Video, Social Media – Principal Consultant - 25 hours @ \$85.00 = \$2,125.00
 - Web, Video, Social Media – Senior Consultant - 25 hours @ \$75.00 = \$1,875.00
 - Web, Video, Social Media – Associate Consultant - 20 hours @ \$55.00 = \$1,100.00
- Capacity Planning - \$20,845.00
 - Principal Consultant – 95 hours @ \$85.00 = \$8,075.00
 - Senior Consultant – 78.6 hours @ \$75.00 = \$5,895.00
 - Associate Consultant – 125 @ \$55.00 = \$6,875.00
- Procurement Requirements - \$3,675.00
 - Principal Consultant – 25 hours @ \$85.00 = \$2,125.00
 - Senior Consultant – 17 hours @ \$75.00 = \$1,275.00
 - Associate Consultant – 5 @ \$55.00 = \$275.00
- Edible Food Recovery - \$30,000.00
 - Physical Collection – 1,500 hours @ \$20.00 = \$30,000.00
- Edible Food Recovery (Personal) - \$7,225.00
 - Principal Consultant – 40 hours @ \$85.00 = \$3,400.00
 - Senior Consultant – 7 hours @ \$75.00 = \$525.00
 - Associate Consultant – 60 hours @ \$55.00 = \$3,300.00

Additional Programs and Expenditures Approved by CalRecycle as Part of the Awarded Grant Proposal

- Food Waste Prevention Projects - \$4,250.00
 - Principal Consultant – 25 hours @ \$85.00 = \$2,125.00
 - Senior Consultant – 21 hours @ \$75.00 = \$1,575.00
 - Associate Consultant – 10 hours @ \$55.00 = \$550.00
- Equipment - \$4,287.00
 - Food Cooling Lockers/Refrigerators - 1 Unit @ \$2466.74 = \$2,466.74
 - Food Storage Vault (Hot) – 5 units @ \$364.05 = \$1,820.26
- Record Keeping - \$8,175.00

- Principal Consultant – 30 hours @ \$85.00 = 2,550.00
- Senior Consultant – 75 hours @ \$75.00 = \$5,625.00
- Personnel (Administrative - MCA Consultants) - \$23,275.00
 - Principal Consultant – 125 hours @ \$85.00 = \$10,625.00
 - Senior Consultant – 110 hours @ \$75.00 = \$8,250.00
 - Associate Consultant – 80 hours @ \$55.00 = \$4,400.00
- Miscellaneous Printing, Binding, Postage – 100 each @ \$1.02 = \$102.00

PLEASE NOTE: Budget numbers and categories reflect the actual funds and categories as submitted in the grant proposal submitted to CalRecycle, amended upon award of additional funds, and approved by CalRecycle on February 14, 2024, and reflect expenditures for MCA Consultants only in the amount of \$158,276.00. The above does not include CalRecycle grant expenditure for the City of Montebello in the amount of \$9,437.00 for program administration reimbursable expenses. Combined, the total program budget for MCA Consultants and the City of Montebello equates to the \$167,713.00 awarded to the City.

RATES FOR ADDITIONAL SERVICES:

Should it become desirable or necessary for the City to request additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued, the rates referenced below are offered to the City pursuant to this section and shall remain in place for the duration of the contractual term.

- Principal Consultant - \$85.00 per hour
- Senior Consultant - \$75.00 per hour
- Associate Consultant - \$55.00 per hour

Exhibit "B"

City of Montebello
SB 1383 Local Assistance Grant Program
RFP No. 24 – 16



COST PROPOSAL

TOTAL ALL-INCLUSIVE NOT-TO-EXCEED MAXIMUM PRICE: \$158,276.00

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 - Principal Consultant – 65 hours @ \$85.00 = \$5,525.00
 - Senior Consultant – 42 hours @ \$75.00 = \$3,150.00
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 - Senior Consultant – 65 hours @ \$75.00 = \$4,875.00
 - Associate Consultant – 250 hours @ \$55.00 = \$13,750.00
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 - Web, Video, Social Media – Senior Consultant - 25 hours @ \$75.00 = \$1,875.00
 - Web, Video, Social Media – Associate Consultant - 20 hours @ \$55.00 = \$1,100.00
- **Capacity Planning - \$20,845.00**
 - Principal Consultant – 95 hours @ \$85.00 = \$8,075.00
 - Senior Consultant – 78.6 hours @ \$75.00 = \$5,895.00
 - Associate Consultant – 125 @ \$55.00 = \$6,875.00
- **Procurement Requirements - \$3,675.00**
 - Principal Consultant – 25 hours @ \$85.00 = \$2,125.00
 - Senior Consultant – 17 hours @ \$75.00 = \$1,275.00
 - Associate Consultant – 5 @ \$55.00 = \$275.00
- **Edible Food Recovery - \$30,000.00**
 - Physical Collection – 1,500 hours @ \$20.00 = \$30,000.00
- **Edible Food Recovery (Personal) - \$7,225.00**
 - Principal Consultant – 40 hours @ \$85.00 = \$3,400.00
 - Senior Consultant – 7 hours @ \$75.00 = \$525.00
 - Associate Consultant – 60 hours @ \$55.00 = \$3,300.00

Additional Programs Approved by CalRecycle as Part of the Awarded Grant Proposal

- **Food Waste Prevention Projects - \$4,250.00**
 - Principal Consultant – 25 hours @ \$85.00 = \$2,125.00
 - Senior Consultant – 21 hours @ \$75.00 = \$1,575.00
 - Associate Consultant – 10 hours @ \$55.00 = \$550.00
- **Equipment - \$4,287.00**
 - Food Cooling Lockers/Refrigerators - 1 Unit @ \$2466.74 = \$2,466.74
 - Food Storage Vault (Hot) – 5 units @ \$364.05 = \$1,820.26
- **Record Keeping - \$8,175.00**
 - Principal Consultant – 30 hours @ \$85.00 = 2,550.00
 - Senior Consultant – 75 hours @ \$75.00 = \$5,625.00
- **Personnel (Administrative - MCA Consultants) - \$23,275.00**
 - Principal Consultant – 125 hours @ \$85.00 = \$10,625.00
 - Senior Consultant – 110 hours @ \$75.00 = \$8,250.00
 - Associate Consultant – 80 hours @ \$55.00 = \$4,400.00
- **Miscellaneous Printing, Binding, Postage – 100 each @ \$1.02 = \$102.00**

PLEASE NOTE: Budget numbers and categories reflect the actual funds and categories as submitted in the grant proposal submitted to CalRecycle, amended upon award of additional funds, and approved by CalRecycle on February 14, 2024, and reflect expenditures for MCA Consultants only in the amount of \$158,276.00. The above does not include CalRecycle grant expenditure for the City of Montebello in the amount of \$9,437.00 for program administration reimbursable expenses. Combined, the total program budget for MCA Consultants and the City of Montebello equates to the \$167,713.00 awarded to the City.

Exhibit “C”

LIVE SCAN FINGERPRINTING REQUIREMENT

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

AGR. 4205 - MCA CONSULTANTS (SB1383 Local Assistance Grant Program)

Final Audit Report

2024-05-23

Created:	2024-05-23
By:	Jacqueline Leon (jleon@montebelloca.gov)
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"AGR. 4205 - MCA CONSULTANTS (SB1383 Local Assistance Grant Program)" History

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-  Document e-signed by Jeffrey Camera (jcamera@mcaconsultants.com)
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-  Agreement completed.
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ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AMENDMENT NO.1 TO AGREEMENT 3871 WITH JAIRO'S PLUMBING, INC. TO PROVIDE CITYWIDE ON-CALL SERVICES**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3871 between the City of Montebello and Jairo's Plumbing, Inc. for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Jairo's Plumbing performs citywide on-call plumbing services at all City Facilities. The annual not-to-exceed amount of this agreement is \$45,000. Staff is requesting the execution of Amendment No. 1 (Attachment A) to extend the term of the agreement by one (1) year -- through July 14, 2025. The annual not-to-exceed amount will remain at \$45,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division budget. Funding for these services is included in the proposed Fiscal Year 2024-25 budget. There is no budget amendment action needed for FY 2023-24.

BACKGROUND/DISCUSSION:

On July 14, 2021, the City entered an agreement with Jairo's Plumbing, Inc. for On-Call Plumbing Services for an annual not-to-exceed amount of \$45,000.

For the past three years, Jairo's Plumbing has provided citywide plumbing services to

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 2

City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending approval of the one-year term extension option under **SECTION 2. Term** of Agreement 3871 (Attachment B). Amendment No. 1 to the agreement will extend the term, expiring on July 14, 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of Amendment No. 1 to Professional Services Agreement No. 3871 with Jairos Plumbing, Inc. and Authorize the City Manager to execute Amendment No. 1 (Attachment A) extending the term by one-year to July 14, 2025, with the annual not-to-exceed amount remaining unchanged at \$45,000.

ATTACHMENT(S)

1. Attachment A - Agr No. 3871 Amendment 1 - Jairo's Plumbing
2. Attachment B - Agr No. 3871 - Jairos Plumbing

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3871
WITH JAIRO'S PLUMBING, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 12th day of June 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and JAIRO'S PLUMBING, INC., (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 for On-Call Plumbing Services by and between the City of Montebello and Jairo's Plumbing, Inc., dated July 14, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualifications, subsequent to a competitive selection process.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby exercise the first of two (2) one-year extensions pursuant to Section 2. Term of Professional Service Agreement No. 3871. The original termination/expiration date of the Agreement, as set on July 14, 2021, is hereby extended, and the Agreement will now terminate on July 14, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Plumbing Services by Jairo's Plumbing, Inc.

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.

AMENDMENT NO. 1 TO AGREEMENT NO. 3871

Page 2 of 3

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3871

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

JAIRO'S PLUMBING, INC.

Raul Alvarez, City Manager

Jairo Zabaleta

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3871
WITH JAIRO'S PLUMBING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 14, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and JAIRO'S PLUMBING, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

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

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the solicitation of are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide plumbing services as set forth fully in the Schedule of Compensation, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual compensation shall not exceed \$45,000.

SECTION 2. TERM.

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

SECTION 3. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 2 of 11

ability, experience and talent, perform all tasks described herein.

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

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

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

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

SECTION 4. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 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

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 3 of 11

defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 4 of 11

benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 5 of 11

volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

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

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

The CONTACTOR shall require each of its subconsultants, 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. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 6 of 11

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

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

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

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

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

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 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 Section 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. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 8 of 11

tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3871

Page 9 of 11

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 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:

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 – Recreation and Community Services
Attn: David Sosnowski, Director of Recreation and
Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4588
dsosnowski@cityofmontebello.com

If to Consultant:

Jairo's Plumbing, Inc.
Attn: Jairo Zabaleta
9419 E Bartolo Ave.
Pico Rivera, CA 90660
(626) 430-1196
jairozabaleta@hotmail.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO.

Page 11 of 11

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

JAIRO'S PLUMBING, INC.



René Bobadilla, City Manager



Jairo Zabaleta

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: Jairo's Plumbing IncPhone: 626/430-1196 Email: jairozabaleta@hotmail.comContractor License #: PendingDepartment of Industrial Relations #: Plumbing

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 74.30 /hr	\$ 98.62 /hr	\$ n/a /hr
Labor Supervisory/Hour	\$ 110.00 /hr	\$ 134.20 /hr	\$ n/a /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Hydro Jetting	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Video Inspection	\$ 210.00 /hr	\$ n/a /hr	\$ n/a /hr
Leak Testing/Tracing	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Backflow Testing	Cost per Test: \$ [REDACTED]		
Materials Markup: 20 %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Notes: Fuel, travel or any other miscellaneous costs will not be reimbursed. The City will register contract with the Department of Industrial Relations and provide the DIR project number as necessary.

Authorized Representative: Jairo ZabaletaSignature: [Signature]Date: 5/27/2021



JAIRPLU-01

JRETANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sheinin Insurance Group 301 N. Canon Dr. Suite 226 Beverly Hills, CA 90210	CONTACT NAME: Jeffry Retana PHONE (A/C, No, Ext): (310) 276-2335 E-MAIL ADDRESS: jeff@sheinininsurancegroup.com FAX (A/C, No): (310) 276-6202
INSURER(S) AFFORDING COVERAGE	
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Jairo's Plumbing Inc. 9419 Bartolo Ave Pico Rivera, CA 90660	NAIC #
--	---------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	CPS7245671	9/26/2020	9/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC67963	6/11/2021	6/11/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Montebello is added to the above referenced policy as additional insured/loss payee.

Project Location: 1301 W. Whittier Blvd, Montebello CA, 90640

CERTIFICATE HOLDER

CANCELLATION

City of Montebello
1700 West Victoria Ave
Montebello, CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT 4123 WITH JOHNSON CONTROLS, INC. TO PROVIDE CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4123 between the City of Montebello and Johnson Controls to increase the not-to-exceed amount from \$320,000 to \$400,000; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 9, 2023, Agreement No. 4123 with Johnson Controls, Inc. was approved by the City Council. Agreement No. 4123 is for a 2-year term and was approved in an amount not to exceed \$320,000 over the two-year term. The original agreement amount of \$320,000 is projected to be insufficient to cover unexpected repair costs and the anticipated expenses for ensuring reliable HVAC operations throughout the summer.

Therefore, Amendment No. 1 (Attachment A) increases the not-to-exceed amount by \$80,000, to \$400,000 through the remaining time left on the two-year term (i.e., through August 2025). The additional funding will cover: immediate and necessary repairs, conduct preventative maintenance to mitigate the risk of future failures and to make repairs to critical systems at communication sites to ensure uninterrupted emergency services. This increase is anticipated in the proposed Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

The City's HVAC systems have experienced significant issues over the past several months, resulting in unexpected repair costs and potential risks to City operations and employee safety. Detailed below are the key reasons necessitating the requested increase in the not-to-exceed amount:

1. Transit Building HVAC Failures:

- The transit building experienced multiple unit failures, needing multiple immediate repairs. These repairs have accumulated costs of approximately \$30,000, which were not anticipated in the original budget.

2. City Hall HVAC Motor Burnout:

- A critical incident occurred when the HVAC motor at City Hall burned out, causing the building to be evacuated. This incident highlighted the urgent need for reliable HVAC systems to maintain safe working conditions and continuous City operations.

3. Communication Sites HVAC Failures:

- Major HVAC failures were reported at key communication sites that handle emergency dispatch services. The failure of these systems poses a significant risk to public safety as it could disrupt emergency response operations.

4. Upcoming Summer Season:

- With the approaching summer season, existing HVAC systems will be subjected to increased stress. Past experience indicates that the likelihood of additional failures increases during this period, requiring proactive measures to prevent breakdowns.

5. OSHA Compliance:

- OSHA regulations mandate the provision of adequate air conditioning to ensure safe and healthy working conditions for employees. Non-compliance could result in legal repercussions and endanger the health of city staff.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approval of Amendment No. 1 to Professional Services Agreement No. 4123 increasing the not-to-exceed amount by \$80,000 to \$400,000 through the remainder of the two-year term (i.e, through August 2025) and Authorize the City Manager to execute Amendment No. 1 (Attachment A).

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - Agr No. 4123 Amendment 1 - Johnson Controls, Inc
2. Attachment B - Agr No. 4123 - Johnson Controls, Inc

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4123
WITH JOHNSON CONTROLS, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 12th day of June 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Johnson Controls, Inc., (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 for HVAC Maintenance and Repair Services by and between the City of Montebello and Johnson Controls, Inc., dated August 10, 2023 ("Agreement"), pursuant to which City retained Consultant to provide HVAC Maintenance and Repair Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant pursuant to cooperative purchasing agreement with Sourcewell, a Minnesota local government unit.

WHEREAS, pursuant to Section 6. Extra Services of the Agreement, the Parties desire to increase the volume of services provided by Consultant with a corresponding increase in compensation; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to set the annual amount not-to-exceed amount to \$400,000 for the Professional Services set in the agreement.

SECTION 2. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. Entire Agreement. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or

AMENDMENT NO. 1 TO AGREEMENT NO. 4123

Page 2 of 3

arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. Authority. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 4123

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

JOHNSON CONTROLS, INC.

Scarlett Peralta, Mayor

Brian E. Tansey, Area Services
Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO**PROFESSIONAL SERVICES AGREEMENT NO. 4123
WITH JOHNSON CONTROLS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 10, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **JOHNSON CONTROLS, INC** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide HVAC maintenance and repair services in the CITY; and

WHEREAS, the CONSULTANT currently has a contract with Sourcewell (a State of Minnesota local government unit) for HVAC systems and related services (Contract No. 070121-JHN); and

WHEREAS, the CONSULTANT was awarded this contract through an open, competitive process (Sourcewell RFP No. 070121); and

WHEREAS, the CONSULTANT grants the City authorization to make purchase using the same terms and conditions as those listed in the Sourcewell contract.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Johnson Controls Estimate PSA 1-1LBQ5399
3. Sourcewell Contract No. 070121-JHN
4. Proposal referenced and Best Final Offer received by the successful proposer.
5. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 2 of 16

a. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide HVAC maintenance and repair services, as set forth fully in the Sourcewell Request for Proposals No. 070121 (**Exhibit "A"**), hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

b. All terms, conditions, requirements, and provisions of Sourcewell Contract No. 070121-JHN (**Exhibit "B"**) dated October 14, 2021, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire two (2) years from the Effective Date, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 5 of 16

provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 7 of 16

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 9 of 16

statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
 Attn: Arlene Salazar, Assistant City Manager

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 10 of 16

1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: asalazar@montebelloca.gov

With a copy to: City of Montebello – Public Works
Attn: James Enriquez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 -1200 ext. 462
Email: jenriquez@montebelloca.gov

If to Consultant: Johnson Controls, Inc.
Attn: Brian E. Tansey
5770 Warland Dr. STE A
Cypress, CA 90630
(866) 819-0230
Email: brian.e.tansey@jci.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4123

Page 12 of 16

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

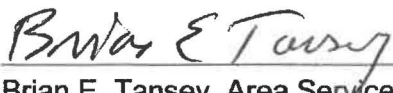
("CITY")

("CONSULTANT")

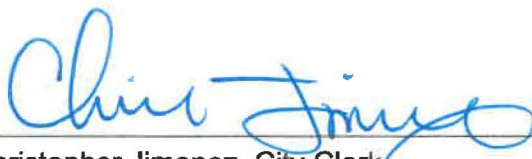
CITY OF MONTEBELLO

JOHNSON CONTROLS, INC.


Arlene Salazar, Assistant City Manager

 3/15/23
Brian E. Tansey, Area Service Manager

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Sourcewell RFP No. 070121
- Exhibit B – Sourcewell (Contract No. 070121-JHN)
- Exhibit C – Johnson Controls Estimate PSA 1-1LBQ5399



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: RECEIVE AND FILE AND ADOPT THE CITY OF MONTEBELLO'S
FINAL SYSTEMIC SAFETY ANALYSIS REPORT PROGRAM (SSARP)
AND LOCAL ROAD SAFETY PLAN (LRSP)**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file and adopt the City of Montebello's final Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRSP) prepared by Mark Thomas & Company, Inc.; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello's final Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRSP) are essential documents designed to enhance road safety and reduce traffic-related incidents within the City. The report outlines a strategic approach to improve road safety for motorists, bicyclists, and pedestrians through specific, localized measures. These measures include intersection improvements, traffic-calming measures, sidewalk enhancements, crosswalk improvements, and the creation of dedicated bike lanes to enhance cyclist safety.

The report provides recommendations and identifies locations that require roadway safety improvements. Staff will utilize the SSARP and select projects that qualify for future transportation safety program grant funding. Additionally, staff will make recommendations to allocate future funds in the operating and capital improvement program budgets for the implementation of roadway projects. After the City Council adopts the SSARP, Staff will post the final report on the City's website.

BACKGROUND/DISCUSSION:

On November 10, 2021, the City Council awarded a Professional Services Agreement to Mark Thomas & Company, Inc. for the preparation of the SSARP. The objectives of the report evaluate the City's transportation network for all road users by providing guidelines to address safety needs on local roadways. Several steps must take place in order to analyze the data (i.e. analyzing crash data) to identify high-risk areas and prioritize improvements. The final report (Attachment A) represents a comprehensive approach to addressing road safety through data-driven analysis, community involvement, and strategic implementation of safety interventions.

Staff is recommending the adoption of the final SSARP. The report significantly enhances roadway safety, reduces the frequency and severity of accidents, and promotes a safer environment for all road users.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council Adopt and Receive and File the City of Montebello's final Systemic Safety Analysis Report Program (SSARP) and Local Road Safety Plan (LRSP).

ATTACHMENT(S)

1. Attachment A - Final Systemic Safety Analysis Report/Local Road Safety Plan

NEXT STEPS:

N/A



SYSTEMIC SAFETY ANALYSIS REPORT / LOCAL ROAD SAFETY PLAN

Final Report - April 2023



PREPARED FOR

City of
Montebello



MARK THOMAS

2023 Montebello Safe Travel Plan

Systemic Safety Analysis Report / Local Roadway Safety Plan

Acknowledgements

The 2023 Montebello Safe Travel Plan (Plan) was funded through a grant provided by the California Department of Transportation (Caltrans). The City of Montebello, in collaboration with multidisciplinary partner agencies and stakeholders, collaborated to develop a Plan that increased roadway safety for people traveling within the city's roadway network. The study was managed by Homayoun Behboodi, Allen Cabanillas, and James Enriquez of the City's Department of Public Works, in coordination with a Stakeholder Working Group (SWG). A consulting team led by Mark Thomas assisted the City of Montebello and the SWG in preparing the plan.

Project Partners

Montebello Department of Public Works

James Enriquez

Homayoun Behboodi

Allen Cabanillas

Samantha Chenelia

Montebello Fire Department

Craig Barker

Montebello Bus Lines

Anthony Rodriguez

Alex Gillman

Los Angeles Metro

Jacob Lieb

Montebello Unified School District

Angel Barnuevo

Caltrans District 7

Guillermo Hermosillo

Care Ambulance of Montebello

Eddie Barnum

Montebello Bicycle Coalition

Gilbert Juaregi

Consultant Team

Mark Thomas

Paul Martin

Stephen Patchan

Pat Somerville

Bobby Lin

Jae Riddle

Kittelson

Mychal Loomis





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.

Contents

Introduction	4
Executive Summary.....	5
Study Parameters	5
LRSP Development Process	6
Stakeholder Working Group.....	6
Vision, Mission, and Goals	7
Existing Safety Efforts	8
Safety Analysis	10
Data Collection.....	10
Crash Analysis Results.....	13
Crash Types and Primary Crash Factors	13
Human Factors and Personal Attributes.....	14
Priority Locations.....	14
Needs Analysis	15
California Communities Environmental Health Screening Tool	15
California Disadvantaged Communities.....	15
Median Household Income	15
Student Qualification for Free or Reduced-Price Meals.....	16
California Healthy Places Index.....	16
Areas of Persistent Poverty	17
Historically Disadvantaged Communities.....	17
Comprehensive List of Countermeasures.....	19
Signalized Intersections.....	19
Non-Signalized Intersections	21
Roadway Improvements	22
Priority Safety Projects.....	23
Level A Projects	25
Level B Projects	28
Level C Projects	31
Emphasis Area Strategies	35
Emphasis Area 1: Intersections.....	35
Emphasis Area 2: Pedestrians and Bicyclists.....	38
Emphasis Area 3: Aging Drivers	41
Emphasis Area 4: Commercial Vehicles.....	43
Emphasis Area 5: Driving Under the Influence	45
Emphasis Area 6: Improve Incident Response	47
Next Steps	49

APPENDICES

- APPENDIX A: Letters of Support
- APPENDIX B: Crash Data Analysis
- APPENDIX C: Collision Maps
- APPENDIX D: Crash Severity Calculations
- APPENDIX E: Crash Severity
- APPENDIX F: Disadvantaged Communities Maps
- APPENDIX G: Priority A/B Locations
- APPENDIX H: Priority Intersection Crash History
- APPENDIX I: Countermeasure Identification
- APPENDIX J: Countermeasure Concept Plans
- APPENDIX K: Project Estimates
- APPENDIX L: BCR Analyzer for HSIP Applications

Introduction

Executive Summary

The purpose of the 2023 Montebello Safe Travel Plan (Plan) is to provide a proactive approach to addressing safety needs for motorists, bicyclists, and pedestrians on City of Montebello managed roadways. The Plan is a living document which will be reviewed and updated accordingly during annual stakeholder meetings, and its development was funded by the California Department of Transportation (Caltrans).

As part of an ongoing effort to identify and implement roadway safety improvements, the Plan's intent is to:

1. Evaluate and plan for focused improvements on local highway safety needs
2. Maintain eligibility for future Highway Safety Improvement Program (HSIP) grant funding opportunities
3. Evaluate crash history affecting all transportation modes
4. Identify crash types and locations
5. Develop recommendations for improvements
6. Develop a Working Group with stakeholders representing multiple disciplines

System Safety Analysis Reports and Local Roadway Safety Plans have been proven to reduce fatalities on local roads in states that have implemented them, and this Plan's implementation will improve transportation safety for the City's residents and visitors.

Study Parameters

The Plan evaluates collision history and provides countermeasures for local, collector, and arterial roadways within the City of Montebello. The collision database is a compilation of collisions on City managed roadways between January 1st, 2015, and December 31st, 2019, and sources utilized for data collection included the Statewide Integrated Traffic Records System (SWTRS) and the Transportation Injury Mapping System (TIMS). Crashes that occurred on grade-separated freeways traveling through the City (Interstate 5 and State Route 60) have been excluded from the crash data. However, crashes reported at the ramp terminal intersections that are associated with grade-separated freeways and highways in the City are included in the analysis database. In total, 2,637 collisions occurred over the 5-year period, whereas a total of 51 (2.4%) resulted in either a fatality or severe injury.



LRSP Development Process

The project kicked off in December 2021 with a meeting between the City of Montebello Public Works Department staff and consultants. Here, the team discussed the City's vision and goals for the project, recent work efforts, project schedule, and approach toward the crash analysis, field reviews, and non-infrastructure program recommendations.

Stakeholder Working Group

The project created a Stakeholder Working Group (SWG) consisting of multi-disciplinary decision-makers and partners who have played a key role in the Plan's development, and the SWG furthered the development process by helping to plan, implement, and evaluate methods to achieve the Plan's Vision, Mission, and Goals.

SWG agencies were selected for their influence over the 4 E's of transportation safety and ability to coordinate specialized services for the City of Montebello within their respective agencies. Additionally, SWG representatives customized the Plan's non-infrastructure recommendation, timelines, and responsibilities according to staff and resource availability. Stakeholders will convene annually, at the request of the City of Montebello, to confirm the Travel Safety Plan's safety goals and direction.

A total of three SWG meetings occurred on February 16, March 9, and April 20, 2022, to review crash data, define the LRSP's Vision, Mission, and Goals, and organize non-infrastructure (NI) programs to address the emphasis areas. The SWG collaborated to define lead and support agencies, resources, communication methods, and implementation timelines for each NI program. Involvement and continued participation by the SWG members are documented through letters of support included in Appendix A.

Stakeholder Membership included representatives from the following organizations:

Montebello Department of Public Works

Montebello Fire Department

Montebello Bus Lines

Los Angeles Metro

Montebello Unified School District

Caltrans District 7

Care Ambulance of Montebello

Montebello Bicycle Coalition

Vision, Mission, and Goals

The LRSP's Vision, Mission, and Goals were developed through a collaborative process between City representatives and SWG members, and the resulting feedback identified the following:

Vision

A safe transportation system for all users and diverse modes of travel within the City of Montebello.

Mission

The City will ensure a safe and sustainable transportation system for all motorized and non-motorized users on all public roads in Montebello.

Goals

Implement proven safety solutions systemically to reduce fatal and severe crashes.

Reduce the share of KSI crashes to less than 1% by 2030. (2015-2019 avg = 1.0%).

Reduce the number of broadside crashes by 25% by 2030 (174 to 131, annually).

Increase DUI-enforcement operations by 20% by 2025.

Existing Safety Efforts

The City of Montebello has demonstrated a history of promoting safety and improving the transportation network by aligning it with the Safe Travel Plan.

Senior Efforts

The City of Montebello Senior Center offers Dial-A-Ride services to senior residents. The Senior Center works with the Montebello Bus Line Transportation Citizen Advisory Committee to work on passenger advocacy and senior public transportation safety.

Montebello Boulevard Bicycle and Pedestrian Improvement Project

The City was awarded funding from Metro for road improvements from Paramount Boulevard to Lincoln Avenue, which included pavement rehabilitation, street widening, bicycle and pedestrian improvements, drainage, landscape & irrigation, traffic signal modifications, and traffic channelization improvements.

Montebello Capital Improvement Program (2021)

The City of Montebello Public Works Department maintains and improves the City's infrastructure through the Capital Improvements Program (CIP). According to the FY 2021-2022 CIP budget, projects include street, intersection, and sidewalk improvements. Previous CIPs have also included other mobility projects such as ADA access ramp improvements.

Various Intersection Improvements Project, HSIP Cycle 7 (FY20-21)

The City of Montebello, Engineering Division, was awarded a grant in Cycle 7 of the Highway Safety Improvement Program (HSIP) to construct improvements at three intersections and one adjacent corridor within the City. The project includes traffic signal modifications at:

- Via Campo/Findlay
- Via Campo/Garfield
- Garfield/Whittier Blvd

Improvements include addition of protected and protected-permissive left-turn phasing for motor vehicles and re-organization of pedestrian crossing locations, accordingly. Additional improvements to roadway striping, markings, and signage were conducted along Via Campo east of Via Campo/Findlay intersection.

Montebello Hills Specific Plan (2015)

Montebello Hills Specific Plan was adopted in 2015 to plan for an infill residential development in northern Montebello, south of Montebello Boulevard and southwest of San Gabriel Boulevard, south of State Route 60. The plan ensures that infrastructure and public facilities appropriately serve the community by preserving open space, creating a range of housing options, creating walkable neighborhoods, and providing a variety of transportation options. A master circulation plan is included that outlines existing and proposed roads and improvements, as well as conceptual designs for street cross sections and roundabouts.

Montebello General Plan Circulation Element (1973)

The current Montebello General Plan, adopted in June 1973, includes a circulation element that identifies existing and proposed major thoroughfares in the city, describes the overall circulation in the city, and develops goals and objectives to improve the transportation network. The current circulation element does not include goals or policies referencing roadway safety. However, the City is in the process of updating the General Plan, which would include an updated Mobility Element and associated goals, policies, and actions.

Traffic Signal Synchronization

The City of Montebello is involved in a multi-agency effort, led by the County of Los Angeles, to provide traffic signal improvements that allow for synchronization of 21 traffic signals along the Beverly Boulevard (13 intersections), Olympic Boulevard (3 intersections), and Washington Boulevard (5 intersections).

Montebello Crossing Guard

The City of Montebello Police Department, in coordination with the Montebello Unified School District, have identified five locations as areas of need for crossing guards at various locations citywide. Through a Memorandum of Understanding (MOU) between the Police Department and the School District, the former supplies crossing guards at the five identified locations through a service vendor, while the latter supports the initiative through funding ten percent of the annual cost of services.

Safety Analysis

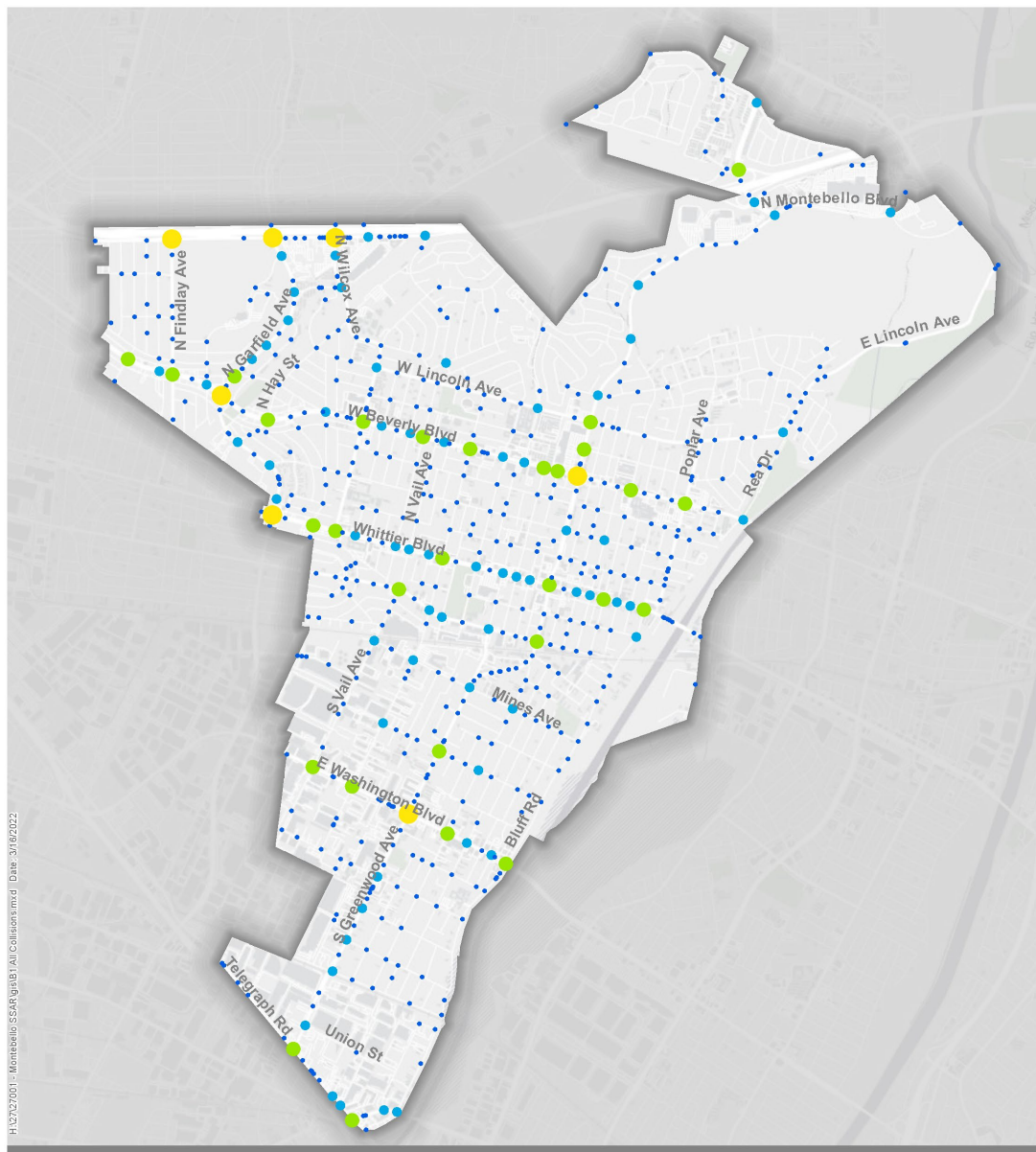
Data Collection

This Safe Travel Plan was developed using a data-driven approach toward identifying locations and behaviors contributing to collisions on the City's roadway network. A collision database was developed containing the most recent five years of reported crashes, representing January 1, 2015, through December 31, 2019, with data from California's Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley's Transportation Injury Mapping System (TIMS).

When year 2020 crash data was obtained and evaluated, it was found that the City has significantly fewer reported crashes in 2020 than the prior four years, which may be due to lower traffic levels, different travel patterns during the COVID-19 pandemic, or crash data processing delays. As a result, year 2020 data was not included in the city-wide analysis, and in terms of recent years, 2015 through 2019 were the most reliable five years of data for analysis.

While SWITRS crash data is only partially geolocated, the UC Berkeley TIMS crash data is mostly geolocated. Reference data saved in each crash record for primary and secondary streets, and the distance and direction from each intersection was used to geocode and manually offset crashes. Additionally, crashes that occurred on grade-separated freeways traveling through the city (Interstate 5 and State Route 60) have been excluded from the crash data; however, crashes reported at the ramp terminal intersections associated with the City's grade-separated freeways and highways are included in the analysis database. Finally, duplicate records were identified and removed if multiple entries appeared to represent the same crash, as identified by inspection of crash details for entries with the same time and date. The final dataset includes 2,637 crashes from SWITRS/TIMS. The locations of all collisions are shown in Figure 1: Total Crashes on City of Montebello's Local Roadway Network, 2015-2019, below, and locations of fatal and severe injury collisions are shown in Figure 2: Total Fatal and Severe Injury Crashes on City of Montebello's Local Roadway Network, 2015-2019.

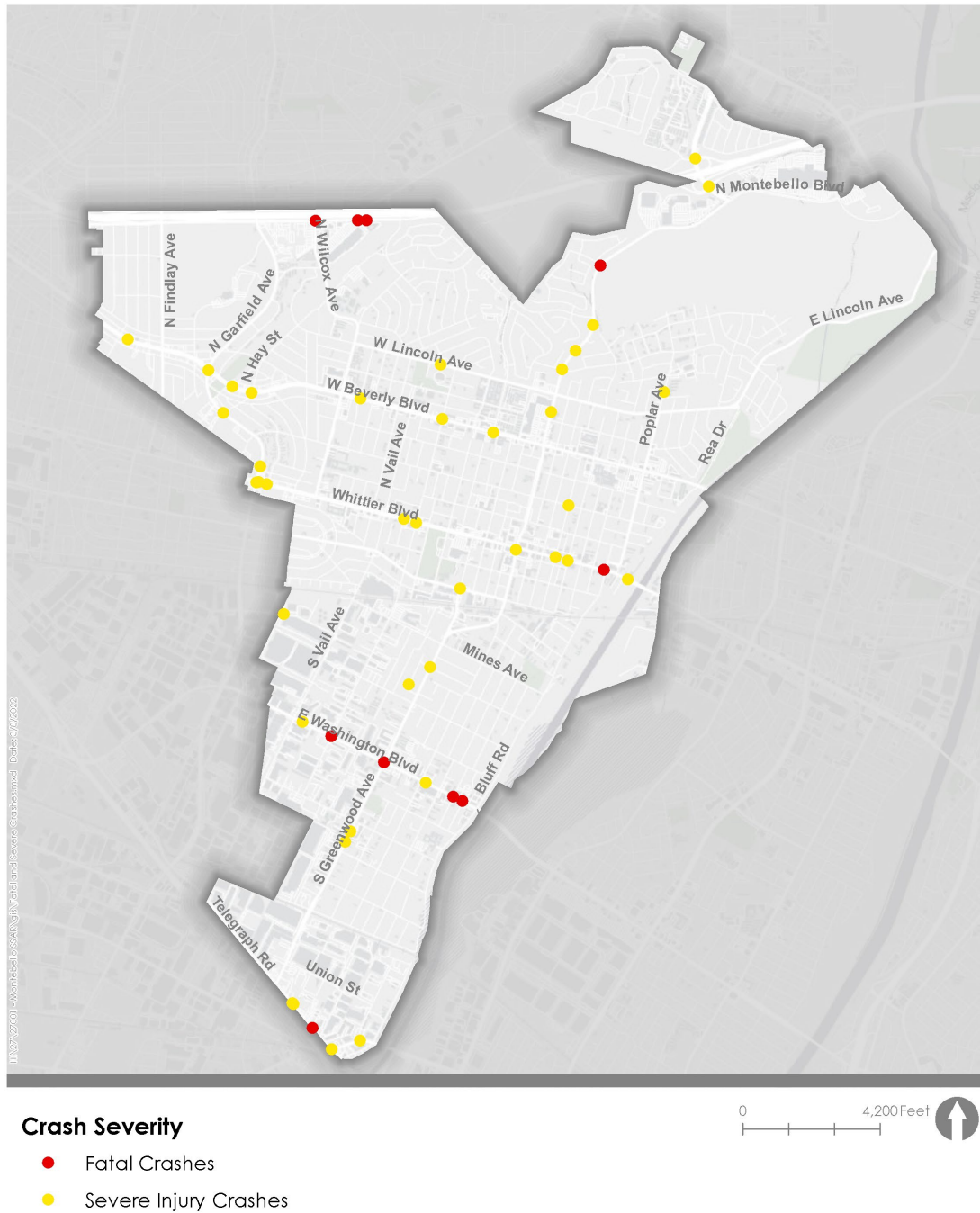
Figure 1: Total Crashes on City of Montebello's Local Roadway Network, 2015-2019



Legend

- 1-6 Crashes
- 7-16 Crashes
- 17-34 Crashes
- 35+ Crashes

Figure 2: Total Fatal and Severe Injury Crashes on City of Montebello's Local Roadway Network, 2015-2019



**Fatal and Severe Injury Crashes
Montebello, CA**

Crash Analysis Results

Crash Types and Primary Crash Factors

Of the 2,637 crashes reported in the City of Montebello, 51 resulted in a fatality or severe injury, averaging to 527 collisions and 10 fatalities/severe injuries per year. Over the five-year period, collision rates were lowest in 2016 and highest in 2018, but although 2018 experienced the highest volume of collisions, the total that resulted in an injury was lower than each year except for 2016. A summary of collision severity by roadway user is included in Table 1 Crash Severity by Road User Involved (2015-2019).

Broadside collisions—which are when a driver makes an improper turning move and is struck by another vehicle before the turn is completed—were the most frequent type of crash (33%) and appeared the most often in collisions that resulted in a fatality or severe injury (29%). These collisions are more likely to occur at unsignalized intersections and signalized intersections with unprotected left turns.

When isolating crash types for those resulting in a fatality or severe injury, pedestrian-involved collisions were found to account for 20% and 32%, respectively, which is an over-representation compared to the share in total crashes (5%). Pedestrians are recognized as one of the most vulnerable users of the roadway, as they are five times more likely to be killed or severely injured from a vehicle collision. Of these pedestrian-involved crashes, Pedestrian Violations were identified in the top three crash factors (14%) resulting in a fatal or severe injury, indicating the community may benefit from education on safe and legal pedestrian practices.

Improper turning was the most frequently cited crash factor (24%) and appeared in the top three crash category factors when isolating collisions resulting in a fatality or severe injury (14%). Improper turning can be addressed by improving visibility at crash-prone locations, incorporating protected left turns at signalized intersections, and driver education among other approaches.

Automobile Right-of-Way—which indicates a violation of California vehicle code 21800-21809, a proper yielding between two vehicles—represented 19% of all crashes and was the most common crash factor for fatal and severe injury crashes (18%). This crash factor can be addressed through promoting driver awareness of state laws and increasing driver compliance through educational initiatives.

Table 1 Crash Severity by Road User Involved (2015-2019)

Road User Involved	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only	Total Crashes
Vehicle-Vehicle or Vehicle-Other	4 (40%)	15 (37%)	239 (66%)	811 (85%)	1228 (97%)	2297 (87%)
Pedestrian-Involved	2 (20%)	13 (32%)	44 (12%)	76 (8%)	7 (0.6%)	142 (5%)
Bicyclist-Involved	1 (10%)	6 (15%)	52 (14%)	45 (5%)	15 (1%)	119 (5%)
Pedestrian- and Bicyclist-Involved	0 (0%)	0 (0%)	1 (0.2%)	1 (0.1%)	0 (0%)	2 (0%)
Motorcycle-Involved	3 (30%)	7 (17%)	28 (8%)	28 (3%)	17 (1%)	83 (3%)
Grand Total (% of total crashes)	10 (0.4%)	41 (2%)	361 (14%)	958 (36%)	1267 (48%)	2637 (100%)

Note: Percentages are the share of column and may not sum to 100% due to rounding and overlap in crashes

Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Human Factors and Personal Attributes

The data indicates that crashes increase during standard morning and afternoon commute times, with the highest volume of crashes occurring between 5:00 pm and 6:00 pm (8% of all crashes). Due to the 2020 COVID-19 pandemic and increases in employees working from home, time-of-day crashes are likely to shift in upcoming years as less people commute to and from work.

Driving under the influence of drug or alcohol (DUI) caused 474 crashes (18%), 14 of which resulted in fatality or severe injury (27%). In order to reduce the rate of DUI-collisions, this typically requires non-infrastructure solutions such as changes in personal perspective regarding intoxicated driving rather than changes to roadway infrastructure.

A total of 574 crashes were reported as hit and run (22%), whereas 8 resulted in a fatality or severe injury (16%). However, hit and run collisions cannot be comprehensively understood from a Citywide analysis as each individual who fled the scene of a crash has unique reasons for their actions.

At least 27% of individuals involved in a crash were reported as using a cell phone at the time of the crash. This share may be underreported by responding officers as it is not usually feasible to prove someone was using a cellular device and parties involved may not report if they were. According to the National Safety Council, mobile devices are among the top distractions for drivers nationwide, and studies found that talking on cell phones increases risk of being involved in a crash by four times relative to baseline driving.

Detailed crash analysis around human factors, personal attributes, crash types, primary collision factors, and additional variables are included in Appendix B. Crash maps detailing the locations of crash occurrences are included as Appendix C.

Priority Locations

Using the Equivalent Property Damage Only (EPDO) network screening performance measure from the AASHTO *Highway Safety Manual (HSM)*, a network screening and systemic evaluation of Montebello’s roadway network was completed to identify intersections and segments with the highest crash severity. The EPDO calculation was performed for all public roadway intersections and roadway segments using the weighting by crash severity shown in Table 2: Crash Weights by Severity and Location Type. Sample calculations of crash weights and severity by location type are included in Appendix D.

Table 2: Crash Weights by Severity and Location Type

Location Type	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only
Signalized Intersection	199.55	119.55	10.70	6.08	1.00
Unsignalized Intersection	190.23	190.23	10.70	6.08	1.00
Roadway	164.66	164.66	10.70	6.08	1.00

A subset of 20 Priority Intersections was identified using the Annualized Crash Severity Scores (ACSS). Within Montebello, roadway segments generally have lower crash severity scores compared to

intersections, and roadway segments with the highest severity scores that were located near intersections already identified as priority intersections would likely be addressed with intersection improvements. The City of Montebello had previously identified a set of priority intersections in a 2018 analysis, all of which are included in Table 3: Priority Intersections Based on Annualized Crash Severity Score. Crash volumes by location, severity, and crash severity scores are included in Appendix E.

Needs Analysis

The City of Montebello is committed to supporting Federal and State justice initiatives and promoting equitable outcomes through programs, policies, and practices, including prioritization of roadway improvements in communities that have historically been disadvantaged. The Priority Intersections based on Annualized Crash Severity Score were studied to identify community burden and categorized as a Disadvantaged Community (DAC). Such communities are determined and identified by California Communities Environmental Health Screening Tool (CalEnviroScreen), median household income, qualification for free or reduced student lunches, California Healthy Place Index, areas of persist poverty, and historically disadvantaged communities. Maps illustrating DAC indicators and scores for the City of Montebello census tracts are included in Appendix F.

California Communities Environmental Health Screening Tool

California Communities Environmental Health Screening Tool (CalEnviroScreen) is a mapping tool developed by the Office of Environmental Health Hazard Assessment (OEHHA) to identify California communities that are disproportionately burdened by multiple sources of pollution, and where people are often vulnerable to the effects of pollution. CalEnviroScreen uses state and federal data on environmental, health, and socioeconomic information to produce scores for every census tract in the state of California. The scores are mapped to compare communities, whereas an area with a higher score experiences higher pollution burden than areas with lower scores. CalEnviroScreen addresses environmental justice by identifying communities with high pollution vulnerability and identifying communities sensitive to pollution. CalEnviroScreen is used to aid in administering environmental justice grants, promote compliance with environmental laws, prioritize site-cleanup activities, and identify opportunities for sustainable development.

California Disadvantaged Communities

California Senate Bill 535 (SB 535), signed into law in 2012, identifies disadvantaged communities in the state of California to allocate funding for local improvements from the state's Cap-and-Trade Program. The investments fund projects and programs that aim to reduce pollution, improve public health, quality of life and economic opportunity in California's most burdened communities. California Environmental Protection Agency (CalEPA) is responsible for identifying Disadvantaged Communities (DAC) based on geographic, socioeconomic, public health, and environmental hazard criteria.

Median Household Income

Socioeconomic indicators, such as median household income (MHI), are used to define DACs. Median household income is used as a measure of economic wellbeing of individuals and communities. MHI

provides information about the financial resources available to households, and is closely tied to employment levels, educational attainment, and health. DACs are defined as communities with an MHI of less than 80% of the statewide MHI and severely disadvantaged communities (SDAC) have an MHI of less than 60% of the State’s MHI. Based on the current Census data, census tracts in city that are identified as DACs have a median income that is less than 80% of the statewide median household income of \$78,672.

Student Qualification for Free or Reduced-Price Meals

The United States Department of Agriculture provides funding to support school meal and milk programs to assist schools, districts, and other non-profit agencies in providing nutritious school lunches to students. Students in the state of California may be eligible for one or more of the following programs for free or reduced-price meals: National School Lunch Program (NSLP), School Breakfast Program, Afterschool Meal Supplements under NSLP, Special Milk Program, Summer Food Service Program, and State Meal Program. Student qualification for the programs is administered by local educational agencies and is monitored by the California Department of Education. In California, students are eligible for free or reduced-price school meals if students are from households with incomes between 130 percent and 185 percent of the Federal poverty level, if the household participates in CalFresh or CalWORKS programs, and if the student experiences homelessness or is a foster youth. A community is identified as a disadvantaged community if at least 75% of public-school students in the area are eligible to receive free or reduced-price meals under the National School Lunch Program.

At least 75% of the student body of the following schools qualify for the National School Lunch Program:

<u>High Schools</u>	<u>Middle School</u>	<u>Elementary School</u>
Applied Technology Center	Eastmont Intermediate	Fremont Elementary School
Montebello Community Day School	School	Greenwood Elementary School
Montebello High School	La Merced Intermediate	La Merced Elementary School
Schurr High School	School	Potrero Height Elementary
Vail High School	Montebello Intermediate	School
	School	Washington Elementary School
		Wilcox Elementary School

California Healthy Places Index

The Healthy Places Index (HPI) is a tool developed by the Public Health Alliance of Southern California providing a composite health score for each of the census tract in the state. The scores are calculated based on 25 health indicators including education, job opportunities, clean air and water, and other significant factors in life expectancy. The higher the score, the healthier the community and scores are converted to percentiles for statewide comparison. HPI scores compare the health and wellbeing of communities, identify health inequalities, and quantify factors that impact health. A census tract must

be in the 25th percentile or lower to qualify as a disadvantaged community. Data from Healthy Place Index may be used to prioritize investments, resources, and programs in neighborhoods most disproportionately impacted by health and racial inequalities.

Areas of Persistent Poverty

The categorization of an "Area of Persistent Poverty" was developed to support implementation of the Justice40 Initiative, a commitment from the Federal Government to deliver at least 40 percent of the overall benefits from Federal investments in climate and clean energy to disadvantaged communities. Meeting the definition of an "Area of Persistent Poverty" places a candidate or project in a more competitive standing for receiving federal funding related to various transportation and clean energy grants. An "Area of Persistent Poverty" is defined for the RAISE grant program by the 2021 Consolidated Appropriations Act. A project is located in an Area of Persistent Poverty for the RAISE grant program if:

1. Located in a County that has consistently had greater than or equal to 20 percent of the population living in poverty during the last 30-year period, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income and Poverty Estimates as estimated by the Bureau of the Census or,
2. Located in a Census Tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey of the Bureau of the Census, or
3. Located in any territory or possession of the United States.

Historically Disadvantaged Communities

The United States Department of Transportation developed indicators for historically disadvantaged communities to specify project areas for Justice40-covered grant programs. Historically disadvantaged communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States. The USDOT provides online mapping tools and data tables to assist applicants and identifying whether a project is located in a historically disadvantaged community. these tools are available online on the U.S. Department of Transportation's website.

Table 3: Priority Intersections Based on Annualized Crash Severity Score (ACSS)

#	Intersection	Traffic Control	ACSS	DAC	CalEnviroScreen
1	Garfield Ave/Whittier Blvd	Signalized	114.11	Identified	90.1, 73.2, 82.3
2	Beverly Blvd/Garfield Ave	Signalized	85.76	Identified	83.8
3	Greenwood Ave/Washington Blvd	Signalized	68.56	Identified	90.2
4	Findlay Ave/Via Campo	Signalized	60.17	Identified	83.8
5	Montebello Blvd/Washington Blvd	Signalized	58.13	Identified	90.2
6	Maple Ave & Washington Blvd	Signalized	56.41	Identified	90.2
7	Wilcox Ave/Via Campo	Signalized	53.90	Identified	89.6, 80.0
8	Beverly Blvd/21st Street	Unsignalized	49.21	Identified	87.2, 83.6
9	4th St/Washington Blvd	Unsignalized	48.68		69.0,
10	Vail Ave/Washington Blvd	Signalized	48.07	Identified	90.2, 96.6
11	Montebello Blvd/Victoria Ave	Signalized	47.34	Identified	83.6
12	Maple Ave/Whittier Blvd	Signalized	47.16	Identified	87.2
13	Bluff Rd/1st St/Whittier Blvd	Signalized	47.11	Identified	88.8, 94.6
14	Beverly Blvd/Maple Ave	Signalized	46.73	Identified	83.6
15	I-5 Fwy Off Ramp/Telegraph Rd	Unsignalized	46.17	Identified	99.1
16	Madison Ave/5th St	Unsignalized	44.23	Identified	94.6
17	Garfield Ave/Repetto Ave	Unsignalized	43.91	Identified	82.3
18	4th St/Whittier Blvd	Signalized	42.68	Identified	88.8, 94.6
19	Via Vista/Whittier Blvd	Unsignalized	42.62	Identified	82.3
20	Beverly Blvd/Bradshawe St	Signalized	42.48	Identified	83.8
21	Washington Blvd/5th St	Unsignalized	39.46		69.0
22	Poplar Ave & Eula Drive	Unsignalized	38.05	Identified	77.4
23	Montebello Blvd/Avenida de La Merced	Signalized	34.87	Identified	80.0
24	Howard Ave/Lincoln Ave	Signalized	9.13	Identified	80.0, 83.6

Comprehensive List of Countermeasures

Countermeasures are individual elements that can help improve a location's overall safety based on the types of collisions experienced over time and existing road characteristics. The challenging aspect of selecting countermeasures is identifying those that will have the greatest benefit for the specific area of interest. Since the selection of improper countermeasures can sometimes result in more harm than benefit, the proposed safety improvements must be reviewed to ensure that they will help reduce the likelihood of future crashes.

The list of countermeasures provided in the LRSM only includes those available in the Caltrans HSIP call for projects. These were the primary countermeasures under consideration for each location to gear the results towards the end goal of obtaining HSIP funding, but additional countermeasures were also considered. The countermeasures are sorted into two different categories: signalized intersections (S) and non-signalized intersections (NS).

Signalized Intersections

1. S01: Add intersection lighting. Providing lighting at the intersection itself, or both at the intersection and on its approaches, improves the intersection's safety during nighttime conditions by (1) making drivers more aware of the surroundings at an intersection, which improves drivers' perception-reaction times, (2) enhancing drivers' available sight distances, and (3) improving visibility of non-motorists. Intersection lighting is of particular benefit to non-motorized users as lighting not only helps them navigate the intersection but also helps drivers see them better.
2. S02: Improve signal hardware, lenses, back-plates with retroreflective borders, mounting, size, and number. This item is included specifically related to installation of the retroreflective borders to provide improved visibility of traffic signals, which is a new standard being employed by the state at all Caltrans-managed traffic signals.
3. S03: Improve Signal Timing (coordination, phases, red, yellow, or operation). Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, coordinating signals at multiple locations, and implementing resting state (rest in red) during off-peak travel periods. Understanding the corridor or roadway's crash history can provide insight into the most appropriate strategy for improving safety.
4. S07: Provide protected left turn phase (left turn already exists). Signalized intersections (with existing left turns pockets) that currently have a permissive left-turn or no left-turn protection that have a high frequency of angle crashes involving left turning, opposing through vehicles, and non-motorized road users can benefit from implementation of a protected left turn phase. A properly timed protected left-turn phase can also help reduce rear-end and sideswipe crashes between left-turning vehicles and the through vehicles as well as vehicles behind them. Protected left-turn phases are warranted based on such factors as turning volumes, delay, visibility, opposing vehicle speed, distance to travel through the intersection, presence of non-motorized road users, and the intersections' safety experience.

5. S08: Convert signal to mast art (from pedestal-mounted). Intersections currently controlled by pedestal mounted traffic signals (in medians and/or on outside shoulder) that have a high frequency of right-angle and rear-end crashes occurring because drivers are unable to see traffic signals in advance to safely negotiate the intersection. Intersections that have pedestal-mounted signals may have poor visibility and can result in vehicles not being able to stop in time for a signal change.
6. S10: Install flashing beacons as advance warning (signalized intersection). Increased driver awareness of an approaching signalized intersection and an increase in the driver's time to react. Driver awareness of both downstream intersections and traffic control devices is critical to intersection safety. Crashes often occur when the driver is unable to perceive an intersection, signal head, or the back of a stopped queue in time to react. Advance flashing beacons can be used to supplement and call driver attention to intersection control signs
7. S12: Install raised median on approaches. Raised medians next to left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians prohibit left turns into and out of driveways that may be located too close to the intersection's functional area.
8. S17PB: Install pedestrian countdown signal heads. A pedestrian countdown signal contains a timer display and counts down the number of seconds left to finish crossing the street. Countdown signals can reassure pedestrians who are in the crosswalk when the flashing "DON'T WALK" interval appears that they still have time to finish crossing. Countdown signals begin counting down either when the "WALK" or when the flashing "DON'T WALK" interval appears and stop at the beginning of the steady "DON'T WALK" interval. These signals also have been shown to encourage more pedestrians to use the pushbutton rather than jaywalk
9. S20PB: Install advance stop bar before crosswalk (bicycle box). Adding advance stop bar before the striped crosswalk can enhance both pedestrian and bicycle safety. Stopping cars well before the crosswalk provides a buffer between the vehicles and the crossing pedestrians and allows for a dedicated space for cyclists, making them more visible to drivers.
10. S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI). This countermeasure is included for consideration at high pedestrian locations and near schools, parks, civic buildings, and other specific land uses. A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left. LPIs provide (1) increased visibility of crossing pedestrians, (2) reduced conflicts between pedestrians and vehicles, (3) increased likelihood of motorists yielding to pedestrians, and (4) enhanced safety for pedestrians who may be slower to start into the intersection.

Non-Signalized Intersections

11. NS03: Install signals. Traffic signals can be used to prevent the most severe type crashes (right-angle, left-turn). Consideration to signalize an unsignalized intersection should only be given after (1) less restrictive forms of traffic control have been utilized as installing a traffic signal often leads to increased frequency of crashes (rear-end) on major roadways and introduces congestion and (2) signal warrants have been met. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions; hence, a reduction in overall injury severity is likely the largest benefit of traffic signal installation.
12. NS07: Upgrade intersection pavement markings. Intersection visibility and, thus, the ability of approaching drivers to perceive them can be enhanced by installing appropriate pavement delineation in advance of and at intersections, which will provide approaching motorists additional information at these locations. Providing visible stop bars on minor road approaches to unsignalized intersections can help direct drivers' attention to the intersection's presence. Drivers should be more aware that the intersection is coming up and, therefore, make safer decisions as they approach the intersection.
13. NS14: Install raised median on approaches. Effective access management is key to improving safety at, and adjacent to, intersections. Raised medians with left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians also prohibit left turns into and out of driveways that may be located too close to the intersection's functional area.
14. NS18: Install left-turn lane (where no left-turn lane exists). Many collisions at unsignalized intersections are related to left-turn maneuvers. A key strategy for minimizing such collisions is to provide exclusive left-turn lanes and adding left-turn lanes remove vehicles waiting to turn left from the through-traffic stream reduces the potential for rear-end collisions. Because they provide a sheltered location for drivers to wait for a gap in opposing traffic, left-turn lanes may encourage drivers to be more selective in choosing a gap to complete the left-turn maneuver.
15. NS19PB: Install raised medians (refuge islands). Raised pedestrian refuge islands, or medians at crossing locations along roadways, are another strategy to reduce exposure between pedestrians and motor vehicles. Refuge islands and medians that are raised (i.e., not just painted) provide pedestrians more secure places of refuge during the street crossing. Adding pedestrian crossings can enhance pedestrian safety at locations noted as being problematic. Pavement markings delineate a portion of the roadway that is designated for pedestrian crossing, and these markings will often be different for controlled verses uncontrolled locations. The use of "ladder", "zebra," or other enhanced markings at uncontrolled crossings can increase both pedestrian and driver awareness to the increased exposure at the crossing. Incorporating advanced "stop" or "yield" markings provides an extra safety buffer and can be effective in reducing the 'multiple-threat' danger to pedestrians.
16. NS21PB: Install/upgrade pedestrian crossing at uncontrolled locations (flashing beacons, curb extensions, advanced "stop" or "yield" markings, and other safety features). Adding pedestrian crossings that include enhanced safety features can enhance pedestrian safety at locations noted as being especially problematic. The enhanced safety elements help delineate a portion of the roadway that is designated for pedestrian crossing and incorporating advanced "yield" markings provide an extra safety buffer and can be effective in reducing the 'multiple-threat' danger to pedestrians. Nearly one-third of all pedestrian-related crashes occur at or within 50 feet of an intersection.

Roadway Improvements

17. R14: Road Diet (Reduce travel lanes from 4 to 3 and add a two way left-turn and bike lanes). In addition to increasing bicycle safety, these bike lanes can improve the safety of on-street parking. Projects that only require new lane markings and minor signalization modifications will have relatively low cost and can be very effective and can be considered on a systematic approach. Often road diet projects need a sealcoat placed on the roadway to fully remove the old striping. Resurfacing projects should be considered as an opportunity to lower speeds by modifying striping (lane width, edge line, etc.).

Priority Safety Projects

Using the crash severity scoring and the City's previously identified priority locations, a total of 17 intersections were identified for some level of review to recommend applicable countermeasures. Three tiers of projects were identified: Level A being those scoring highest in crash severity and most likely to have feasible improvements that would benefit from some preliminary engineering design; Level B being those that scored high in crash severity or City-identified priorities and would benefit from a concept level idea of countermeasures; and Level C which had notable scores in crash severity and will be addressed through future construction related to the planned Los Angeles County Metropolitan Transportation Authority (Metro) L Line (Gold) Eastside Extension Phase 2 on Washington Boulevard. Figure 3: Priority Safety Projects Map illustrates the intersection locations within the City of Montebello. Level A and Level B priority locations are documented in Appendix G.

Review of the intersection geometrics, operations, and crash data was completed for each location to determine historical crash trends and potential countermeasures that address those as well as incorporate proactive safety measures. Tables detailing individual crash occurrences and locations at priority locations during the study period are included in Appendix H. For Level A and B locations, a field review was performed to observe traffic patterns and physical characteristics that further refined the appropriate countermeasure recommendations. Countermeasures have been identified (Appendix I) and planning-level concept plans were prepared (Appendix J) to aid in preparation of cost estimates (Appendix K). These resources were applied to calculate HSIP Benefit Cost Ratios at Priority A and B locations (Appendix L). The engineering concept development is provided to the City to position for future grant funding pursuits.

Countermeasures have been identified at the following locations by category:

A. Level A projects: Provision of 30% engineering concept plans and countermeasures:

1. Beverly Boulevard/Garfield Avenue
2. Maple Avenue/Whittier Boulevard
3. Beverly Boulevard/Bradshawe Street
4. Wilcox Avenue/Via Campo
5. Beverly Boulevard/Maple Avenue

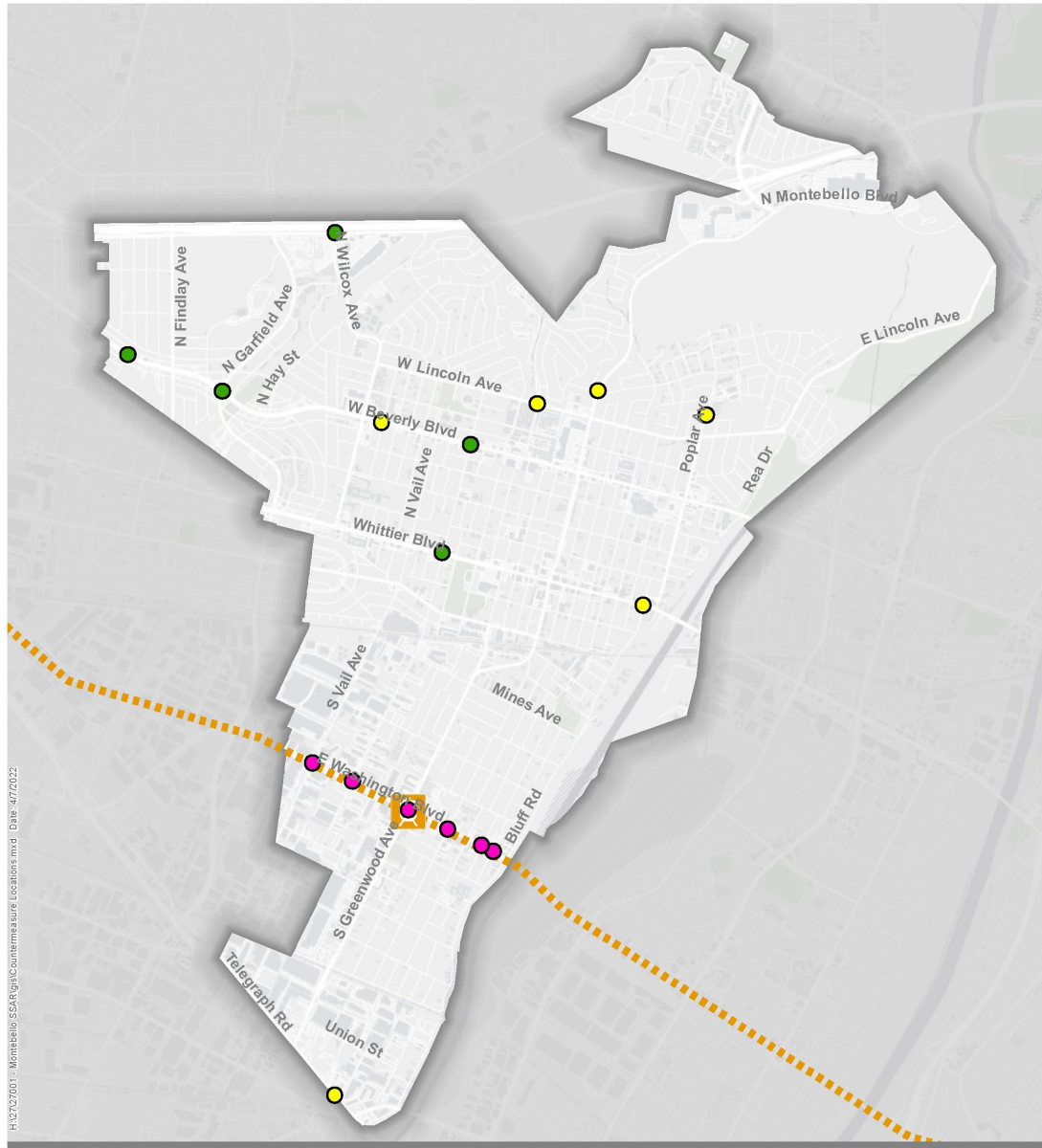
B. Level B projects: Provision of high-level concept plans and countermeasures:

1. Beverly Boulevard/21st Street
2. Montebello Boulevard/Avenida de la Merced
3. Northbound I-5 Freeway Off-Ramp/Telegraph Road
4. Bluff Road/Whittier Boulevard
5. Lincoln Avenue/Howard Avenue
6. Eula Drive/Poplar Avenue

C. Level C projects: Provision of list of recommended countermeasures

1. Greenwood Avenue/Washington Boulevard
2. Montebello Boulevard/Washington Boulevard
3. Maple Avenue/Washington Boulevard
4. Vail Avenue/Washington Boulevard
5. 4th Street/Washington Boulevard
6. 5th Street/Washington Boulevard

Figure 3: Priority Safety Projects Map



Legend

- Level-A Countermeasures
- Level-B Countermeasures
- Level-C Countermeasures
- Planned Metro L Line (Gold) Station
- Planned Metro L Line (Gold) Extension

Level A Projects

A1 Beverly Boulevard and Garfield Avenue

Beverly Boulevard and Garfield Avenue is a signalized intersection surrounded by commercial land uses. This priority Level A location has an ACSS of 85.76, is located within a DAC, and a census tract with CalEnviroScreen score of 83.8.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, raised center medians, median curbs, continental crosswalks with limit lines, and improvement to southeast curb turn radii.

Concept A1 is anticipated to

Cost \$365,000¹

Save \$8,349,611²

Provide BCR of 22.88³

Table 4 Countermeasure List for Priority Location A1 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Protected Left Turn Phase	S07	30%
Install Raised Median on Approaches	S12	25%
Leading Pedestrian Intervals	S21PB	60%

¹ Includes environmental cost (25% of construction items not including PS&E), and construction engineering cost (10% of subtotal). Modifications may be made to maximize project funding for the City.

² Project savings is achieved by reducing potential future crashes due to the application of safety countermeasures. Total benefit savings account for the life of the safety improvement and historical crash data at the project site.

³ Benefit Cost Ratio (BCR) is an indicator of the relationship between project costs and project benefits. BCR is determined by total benefits and total project cost.

A2 Maple Avenue and Whittier Boulevard

Maple Avenue and Whittier Boulevard is a signalized intersection surrounded by commercial land uses and Montebello Intermediate School on the Northwest corner. This priority Level A location has an ACSS of 47.16, is located within a DAC, and a census tract with CalEnviroScreen score of 87.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, reconstruction of an existing raised median, upgrades to curb ramps for ADA-accessibility, and continental crosswalks with limit lines.

Concept A2 is anticipated to

Cost \$318,300¹

Save \$2,026,738²

Provide BCR of 6.37³

Table 5 Countermeasure List for Priority Location A2 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Leading Pedestrian Intervals	S21PB	60%

A3 Beverly Boulevard and Bradshaw Street

Beverly Boulevard and Bradshaw Street is a signalized intersection surrounded by commercial land uses. This priority Level A location has an ACSS of 42.48, is located within a DAC, and a census tract with CalEnviroScreen score of 83.8.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including a new traffic signal with upgrades from the pre-existing, curb extensions/bulb-outs with high visibility treatments and ADA-accessible curb ramps, and continental crosswalks with limit lines.

Concept A3 is anticipated to

Cost \$738,700¹

Save \$6,870,223²

Provide BCR of 9.30³

Table 6 Countermeasure List for Priority Location A3 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Leading Pedestrian Intervals	S21PB	60%

A4 Wilcox Avenue and Via Campo

Wilcox Avenue and Via Campo is a signalized intersection, surrounded by commercial land uses on the southerly corners and California Highway 60 with landscaped buffer zone on the northerly corners. This priority Level A location has an ACSS of 53.90, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 89.5 and 80.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, leading pedestrian intervals, and continental crosswalks with limit lines.

Concept A4 is anticipated to

Cost \$266,600¹

Save \$1,606,931²

Produce BCR of 6.03³

Table 7 Countermeasure List for Priority Location A4 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Add Intersection Lighting	S01	40%
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Install Leading Pedestrian Intervals	S21PB	60%

A5 Beverly Boulevard and Maple Avenue

Beverly Boulevard and Maple Avenue is a signalized intersection surrounded by commercial land uses and residential land uses on the northwest corner. This priority Level A location has an ACSS of 46.73, is located within a DAC, and a census tract with CalEnviroScreen score of 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new traffic signals and poles, traffic signal modifications, loop detector replacement, leading pedestrian intervals, continental crosswalks with limit lines, and shortening concrete center medians to provide extra space for crosswalks.

Concept A5 is anticipated to:

Cost \$274,200¹

Save \$6,621,900²

Produce BCR of 24.15³

Table 8 Countermeasure List for Priority Location A5 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Provide Protected Left-Turn Phases	S07	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Leading Pedestrian Intervals	S21PB	60%

Level B Projects

B1 Beverly Boulevard and 21st Street

Beverly Boulevard and 21st Street is a two-way stop-controlled intersection surrounded primarily by commercial land uses and one residential land use on the southeast corner. This priority Level B location has an ACSS of 49.21, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 87.2 and 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including four continental crosswalks with limit lines, installation of pedestrian barricades, and removal of a pedestrian crosswalk across Beverly Boulevard, to redirect pedestrian traffic to the existing High-Intensity Activated crosswalk beacon (HAWK) at the Beverly Boulevard and 20th Street intersection less than 400-feet East. This location was not included in the HSIP BCR Analysis due to the recent installation of a HAWK Signal. Concept B1 is anticipated to provide a BCR of 497.05.

Table 9 Countermeasure List for Priority Location B1 | Top countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Upgrade Intersection Pavement Markings	NS7	25%
Install/ Upgrade Pedestrian Crossing	NS21PB	35%

B2 Montebello Boulevard and Avenida de la Merced

Montebello Boulevard and Avenida de la Merced is a signalized intersection surrounded primarily by residential land uses and Taylor Ranch Park on the southwest corner. This priority Level B location has an ACSS of 34.87, is located within a DAC, and a census tract with a CalEnviroScreen score of 80.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications and upgrades, warning sign relocation and upgrades, leading pedestrian intervals, curb extensions, and continental crosswalks with limit lines.

Concept B2 is anticipated to:

Cost \$469,300¹

Save \$4,604,803²

Produce BCR of 9.81³

Table 10 Countermeasure List for Priority Location B2 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Provide Protected Left Turn Phase	S07	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Leading Pedestrian Intervals	S21PB	60%

B3 Northbound I-5 Freeway Off-Ramp and Telegraph Road

Northbound I-5 Freeway Off-Ramp and Telegraph Road is a one-way stop-controlled T-intersection bordered by commercial land uses to the East and Interstate 5 to the West. This priority level B location has an ACSS of 46.17, is located within a DAC, and a census tract with a CalEnviroScreen score of 99.1.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including raised medians within the center turn lane to organize vehicle flow, and conversion of the intersection from one-way stop to a signalized intersection. Coordination with Caltrans is required to determine applicable countermeasures for the location.

Concept B3-A in its entirety is anticipated to

Cost \$675,900¹

Save \$14,580,422²

Produce BCR of 21.57³

Table 11 Countermeasure List for Priority Location B3 | Top countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Install Signals	NS03	30%
Install Raised Median on Approaches	NS14	25%
Install Left-Turn Lane	NS18	35%

B4 Bluff Road and Whittier Boulevard

Bluff Road and Whittier Boulevard is a signalized intersection surrounded by commercial uses with one vacant lot on the southeast corner. This priority Level B location has an ACSS of 47.11, intersection is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 88.8 and 94.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications, loop detector replacement, new flashing beacon, and continental crosswalks with limit lines.

Concept B4 is anticipated to

Cost \$358,600¹

Save \$1,935,964²

Produce BCR of 5.40³

Table 12 Countermeasure List for Priority Location B4 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Add Intersection Lighting	S01	40%
Improve Signal Hardware	S02	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Leading Pedestrian Intervals	S21PB	60%

B5 Lincoln Avenue and Howard Avenue

Lincoln Avenue and Howard Avenue is a signalized intersection surrounded by residential land uses. This priority Level B location has an ACSS of 9.13, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 80.0 and 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications and upgrades, and continental crosswalks with limit lines. Reconfigured roadway striping on Lincoln Avenue has also been identified to address corridor collisions, such as unsafe speed, improper turning, and pedestrian right of way. Roadway reconfiguration will provide buffered bicycle lanes and reduce vehicle speeds.

Concept B5 is anticipated to

Cost \$502,500⁴¹

Save \$5,095,879²

Produce BCR of 10.14³

Table 13 Countermeasure List for Priority Location B5 | Top 3 countermeasures shown in **bold text**.

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Provide Protected Left Turn Phase	S07	30%
Road Diet	R14	30%
Install Separated Bike Lanes	R33PB	45%
Install Leading Pedestrian Intervals	S21PB	60%

B6 Eula Drive and Poplar Avenue

Eula Drive and Poplar Drive is a one-way stop-controlled T-intersection, with an uncontrolled mid-block crossing, surrounded by residential land uses to the West and La Merced Elementary School to the West. This priority Level B location has an ACSS of 38.05, is located within a DAC, and a census tract with CalEnviroScreen score of 77.4.

In 2015, a head-on collision caused by a driver under the influence occurred at Eula and Poplar Drive, in proximity to La Merced Elementary School. The collision involved five individuals, three were youths ages 15 to 18. Review of crash history and existing roadway geometry have identified countermeasures to enhance improvements to pedestrian visibility and safety, especially on-foot school-related traffic, such as sidewalk extension, curb extension, RRFB with signage, ADA ramps, and a realigned crosswalk with shorter crossing distance. Improvements also include student loading zones for passenger vehicles and district school buses. Additional countermeasures to reduce alcohol/ drug related injuries and fatalities, referenced in Emphasis Area 5 of the report, include targeted enforcement in the presence of youths and educational programs about transportation risk behaviors.

⁴ Cost of striping is revised to \$6,000 for the intersection. Assumed cost of striping for the entire corridor is \$30,000.

Level C Projects

Recommendations for Level C locations were less tailored to the specifics of the intersection knowing that there are upcoming changes to Washington Boulevard, which is planned for future construction related to the planned Los Angeles County Metropolitan Transportation Authority (Metro) L Line (Gold) Eastside Extension Phase 2. To efficiently dedicate resources to the City, recommended countermeasures were focused on pedestrian and bicycle improvements with the anticipation of increased activity to get to and from the new transit facilities. Vehicle operation recommendations were also included at certain locations based on crash data history or identified potential crash risks of the existing geometry or equipment. Each of the countermeasure recommendations should be considered in the redesign of Washington Boulevard and incorporated where feasible.

C1 Greenwood Avenue and Washington Boulevard

Greenwood Avenue and Washington Boulevard is a signalized intersection surrounded by commercial retail uses. This priority Level C location has an ACSS of 68.56, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including improved signal hardware, high-visibility crosswalks, leading pedestrian intervals, and pedestrian scale lighting.

Table 14 Countermeasure List for Priority Location C1

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C2 Montebello Boulevard and Washington Boulevard

Montebello Boulevard and Washington Boulevard is a signalized intersection surrounded by commercial land uses. This priority Level C location has an ACSS of 58.13, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including pedestrian support facilities, traffic signal modifications, advanced warning flashing beacons, and advanced stop bars.

Table 15 Countermeasure List for Priority Location C2

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C3 Maple Avenue and Washington Boulevard

Maple Avenue and Washington Boulevard is a signalized intersection bordered by commercial land uses. This priority Level C location has an ACSS of 56.41, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, continental crosswalks with limit lines, leading pedestrian intervals, and corridor level speed management.

Table 16 Countermeasure List for Priority Location C3

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C4 Vail Avenue and Washington Boulevard

Vail Avenue and Washington Boulevard is a signalized intersection surrounded primarily by industrial warehouses. This Level C location has an ACSS 48.07, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 90.2 and 96.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including pedestrian scale lighting, signal timing modifications, advanced stop bars, and continental crosswalks with limit lines.

Table 17 Countermeasure List for Priority Location C4

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C5 4th Street and Washington Boulevard

4th Street and Washington Boulevard is a one-way stop-controlled T-intersection surrounded by commercial and residential land uses. The priority Level C location has an ACSS of 48.68, is not located within a DAC, and a census tract with CalEnviroScreen score of 69.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including directional curb ramps with truncated domes, raised medians on approaches, and continental crosswalks with limit lines.

Table 18 Countermeasure List for Priority Location C5

Countermeasure (CM)	CM Code	CRF
Install Advanced Stop Bar	S20PB	15%
Install High-Visibility Crosswalks	NS21PB	35%

C6 5th Street and Washington Boulevard

5th Street and Washington Boulevard is a two-way stop-controlled intersection, with uncontrolled pedestrian crossings, surrounded by commercial land uses. The priority Level C location has an ACSS 39.46, is not located within a DAC, and a census tract with CalEnviroScreen score of 69.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including advanced warning signage, continental crosswalks with limit lines, directional curb ramps with truncated domes, and corridor level speed management.

Table 19 Countermeasure List for Priority Location C6

Countermeasure (CM)	CM Code	CRF
Install Flashing Beacons as Advance Warning	S10	30%
Install Advanced Stop Bar	S20PB	15%
Install High-Visibility Crosswalks	NS21PB	35%

Emphasis Area Strategies

The trends in City of Montebello's 5-year crash data analysis were compared to statewide crash patterns documented in the *California Safe Roads: 2020-2024 California Strategic Highway Safety Plan (SHSP)* to identify key areas for focused improvements. Out of 16 challenge areas outlined in the SHSP, three were found to be statistically significant, including Intersections, Pedestrians, and Aging Drivers. One change area, Commercial Vehicles, was notable though not statistically significant.

The four challenge areas confirmed by the Stakeholder Working Group (SWG), following presentation of Crash Analysis results, were identified in the LRSP as Emphasis Areas. The SWG also identified Bicyclists and Improving Incident Response as additional Emphasis Areas for the City of Montebello to investigate. The following section of this Safe Travel Plan outlines a total of six emphasis areas, goals, strategies, and partner agencies involved in increasing safety on the City of Montebello's local roads.

Emphasis Area 1: Intersections

Intersection crashes—crashes that occur within 250 feet of the intersection in the City of Montebello—were identified as a statistically significant challenge area compared to statewide trends in the SHSP. Crashes at intersections throughout Montebello generally had higher crash severity scores compared to roadway segments. Unsignalized intersections have a higher cost for fatal and severe crashes because fatal and severe crashes at these locations tend to result in more severely injured persons on average.

The crash analysis identified priority intersections using the annualized crash severity score, and from this data, the top scoring intersections were reviewed to determine priority locations. Establishing natural break points in the crash severity score, the top 20 intersections were identified.

Goals for Emphasis Area 1:

- Reduce annual intersection-related fatalities from 1.6 per year to 0.8 per year or fewer per year by 2030 (50% reduction).
- Reduce annual intersection-related injuries from 249 per year to 187 or fewer per year in 2030 (25% reduction).

Strategies for Emphasis Area 1:

Strategy 1.1 Develop a system to track and evaluate countermeasure effectiveness at high-crash intersections: The SSAR-portion of this Safe Travel Plan identifies countermeasure improvements at 17 intersections on the local roadway network. As the City of Montebello proceeds to implement the proposed strategies, City staff will implement a system to cross-compare the rate of both crashes and injury severity occurring pre- and post-treatment installation. This strategy will help to inform effectiveness of treatment types within the context of City of Montebello and provide guidance on best practices for Citywide roadway and intersection improvements. Brief descriptions of three evaluation methods are included below:

1. Observational B/A Studies: In observational B/A studies, traffic analysts gather and analyze data for the two periods before and after the implementation of a project. May or may not include linear or nonlinear traffic volume correction.
2. Experimental B/A Studies: In experimental studies, comparable sites of similar traffic volume and geometric features are randomly assigned to a treatment or a non-treatment group. The treatment is then implemented at the sites in the treatment group, and crash and traffic volume data are obtained before and after implementing the treatment.
3. Economic Effectiveness Evaluation: Utilization of Benefit/Cost (B/C) analysis, in which the expected change in crash frequency is converted to a monetary value, summed, and then compared to the countermeasure cost. Alternatively, in Cost-effectiveness evaluation, the observed change in crash frequency is compared directly to the actual construction cost.

Strategy 1.2 Create intersection safety checklists for existing conditions and new design: The City will develop an intersection safety checklist to identify and prioritize projects for improvements based on the intersection's current conditions. The checklist will be developed based on existing conditions at intersections with low-volume crash per traffic volumes and can evolve to provide greater citywide coverage and inclusion of identified emerging technologies and findings from Strategy 1.1. An example item for the checklist includes review of the flashing "don't walk" time provided for pedestrians at traffic signals. Brief descriptions of resources the City can reference are listed below:

1. Safety Performance for Intersection Control Evaluation (SPICE) Tool: The SPICE Tool is a macro-based, Microsoft Excel spreadsheet, to assess the safety performance of a variety of intersection geometry and control scenarios in terms of predicted crash frequency and severity.
2. Capacity Analysis for Planning of Junctions (CAP-X) Tool: The CAP-X Tool is a macro-based, Microsoft Excel spreadsheet, to assess the operational performance of a variety of intersection geometry and control scenarios in terms of volume to capacity ratio and multimodal accommodations.
3. FHWA's Systemic Safety Project Selection Tool: The Systemic Tool provides a step-by-step process for conducting systemic safety analysis; considerations for determining a reasonable distribution between the implementation of spot safety improvements and systemic safety improvements; and a mechanism for quantifying the benefits of safety improvements implemented through a systemic approach.

- Strategy 1.3 Increase public awareness about the emergency notification system sign at rail grade crossings to alert the public on what to do in an emergency at the crossing: Four at-grade rail crossings exist in the City at Vail Avenue, Maple Avenue, Greenwood Avenue, and Montebello Boulevard. Between one and three crashes per year occurred within 250 feet of an at-grade rail crossing. While several crashes were reported close to rail crossings, only one fatal crash at Montebello Boulevard involved a train. This single collision occurred in 2016 and involved a pedestrian and a freight train. The collision was not included in the SWTIRS data; instead, information was gathered from news reports at the time of the crash. Stakeholder Working Group Members identified a need to address at-grade rail crossings during working group meetings. Strategy 1.3 aligns with the Stakeholder interest and California's SHSP Intersections Challenge Area Initiative 4.
- Strategy 1.4 Expand the use of retroreflective backplates: Retroreflective backplates are added to traffic signal heads to improve visibility in both daytime and nighttime conditions. The treatment increases operational safety of signalized intersections and has the added benefit of increasing road user awareness of an upcoming intersection during power outages. Caltrans announced in 2021 plans to install the treatment at over 5,500 signalized intersections throughout the state and implementing the treatment at City-managed intersections will promote consistency of treatments throughout Montebello.
- Strategy 1.5 Monitor and evaluate crashes and potential improvements around transit stops: Access to transit and other forms of public transportation is a valuable mobility service within the community; however, due to stop proximity to intersections and crosswalks, transit stops can impact passenger vehicle and pedestrian travel patterns creating conflict zones between vehicles and pedestrians. During the five-year study period (2015-2019), 92 crashes involved a bus (18% identified as "school bus" and 82% identified as general "bus"). The City can initiate a system to monitor and evaluate transit stops through a study that will assist in identifying improvements to benefit drivers, pedestrians, and cyclists. Areas of focus for monitoring and evaluation include, but are not limited to, accessibility of transit stops, crosswalk safety near stops, and the impact of stops on other transportation modes. The City, along with SWG, will identify locations of study, areas of improvement, and work with police department to identify and recommend GIS-based collision data software.

Emphasis Area 2: Pedestrians and Bicyclists

Pedestrian-involved crashes in the City of Montebello were identified as a statistically significant challenge area compared to statewide trends in the SHSP. Across the five study years (2015-2019), there were a total of 142 pedestrian-involved crashes, and it was found that pedestrian crashes are 5 times more likely to result in a fatal/severe injury than total reported crashes.

Stakeholder Working Group Members identified a need to address bicycle-involved collisions during working group meetings. Across the five study years (2015-2019), there were a total of 119 bicycle-involved crashes, and it was found that bicycle crashes are 3 times more likely to result in a fatal/severe injury than total reported crashes.

In both pedestrian- and bicycle-involved crashes, the most common age group reported includes ages 18 and under (27%). In bicycle-involved crashes, the age group 25-44 was equally as common (27%). Compared to drivers, pedestrians aged 45 and over are overrepresented, while bicyclists aged 18 to 24 years old are overrepresented in the data. Locations of all pedestrian-involved and bicycle-involved crashes are shown in Figure 4: Pedestrian- and Bicycle-Involved Collisions, 2015-2019.

Goals for Emphasis Area 2:

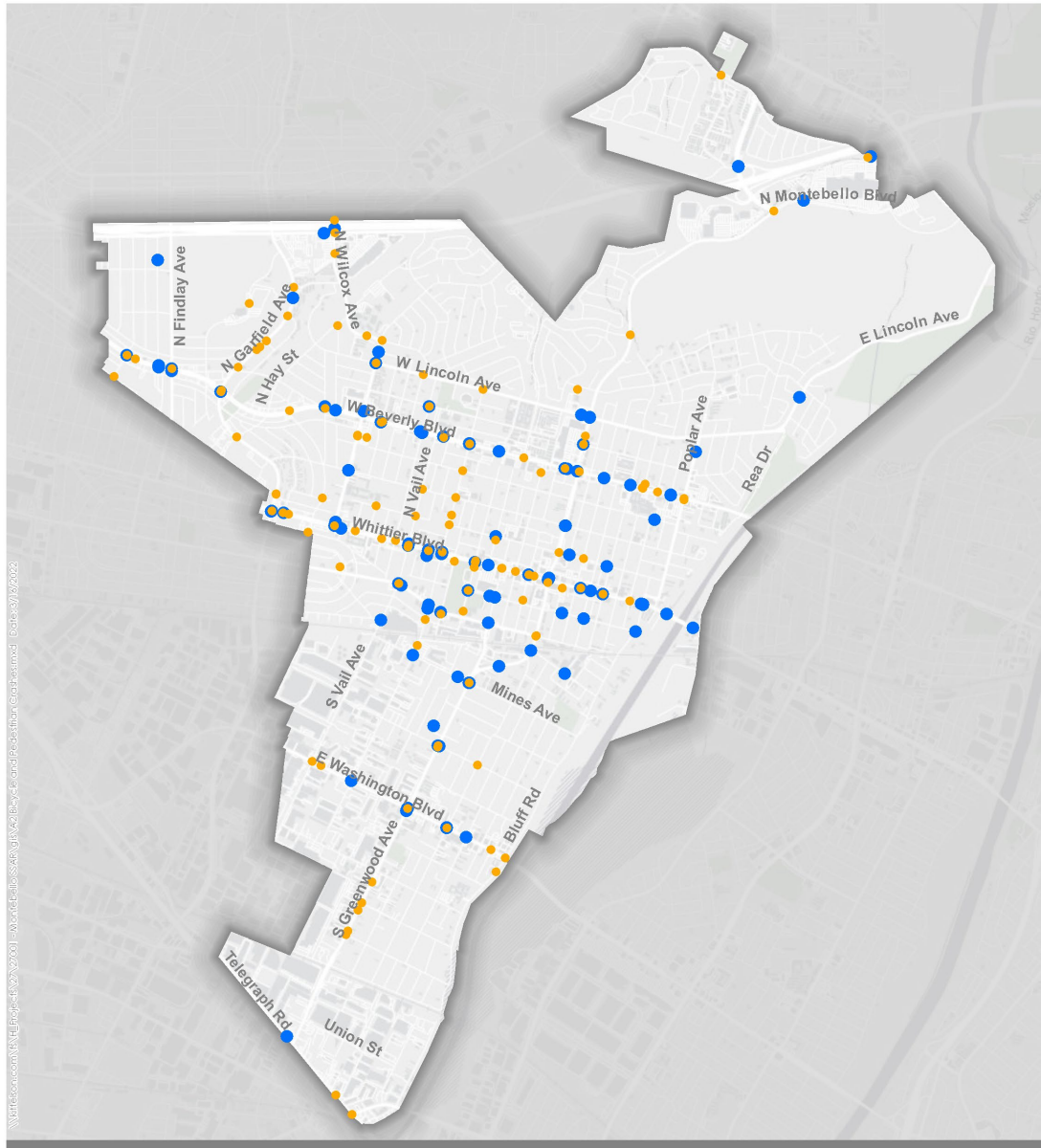
- Reduce annual pedestrian-involved collisions from 28 per year to fewer than 14 per year in 2030 (50% reduction).
- Reduce annual bicyclist-involved collisions from 24 per year to fewer than 12 per year in 2030 (50% reduction).

Strategies for Emphasis Area 2:

- Strategy 2.1 Conduct public education and outreach to motorists to raise their awareness of pedestrian and bicycle safety needs: The City will initiate a public awareness campaign to increase driver awareness of pedestrian and bicycle safety laws and the importance of safety, due to vulnerabilities, while driving near pedestrians and bicyclists. Specific messaging within the campaign will be determined in a collaborative process by the stakeholder working group representatives.
- Strategy 2.2 Conduct periodic roadway safety assessments of locations with growing traffic and pedestrian volumes and locations: Potential assessment locations include locations with documented pedestrian and bicycle safety issues, upcoming roadway or transit station improvement projects, and location identified by local feedback. Assessments will involve site reconnaissance to observe existing conditions and potential impromptu discussions with passerby and local business owners. Challenges for walking and bicycling identified in the assessments will be catalogued and further reviewed for potential infrastructure and non-infrastructure solutions.

- Strategy 2.3 Identify opportunities for grant funding: Through roadway safety assessments in Strategy 2.2, the City will identify infrastructure improvement opportunities throughout the local roadway network. Regional, State and Federal grants are available to local agencies to implement improvements, such as the Metro Call for Projects, Highway Safety Improvement Program, Active Transportation Program, Senate Bill 1 Programs, Green California, Safe Streets and Roads for All (SS4A), and the Federal Infrastructure Investment Jobs Act (IIJA), among others.
- Strategy 2.4 Adopt Citywide Complete Streets Policy: The City will develop and adopt a Complete Streets Policy to guide design on future roadway projects and developments ensuring high-quality mobility and access for pedestrians, bicyclists, transit riders, motorists, and other modes for people of all ages and abilities.

Figure 4: Pedestrian- and Bicycle-Involved Collisions, 2015-2019



Party Involved

- Pedestrian Involved
- Bicycle Involved

Emphasis Area 3: Aging Drivers

The volume of crashes involving Aging Drivers in the City of Montebello was identified as statistically significant compared to statewide trends in the SHSP. The Aging Drivers Challenge Area includes instances where the driver of a motor vehicle is 65 years or older, and across the five study years (2015-2019), there were a total of 358 crashes involving a driver of the age of 65 resulting in 192 injuries and 1 fatality. Locations involving a driver aged 65 and over are shown in Figure 5: Crashes Involving an Aging Driver 2015-2019.

In an article by BMJ Publishing Group's *Injury Prevention Journal* (2002), drivers over the age of 75 were found to have a fatality rate of 3.7 deaths per 100 million vehicle miles traveled (MVMT), a much higher rate than the nationwide average of 1.44 fatalities per 100 MVMT.

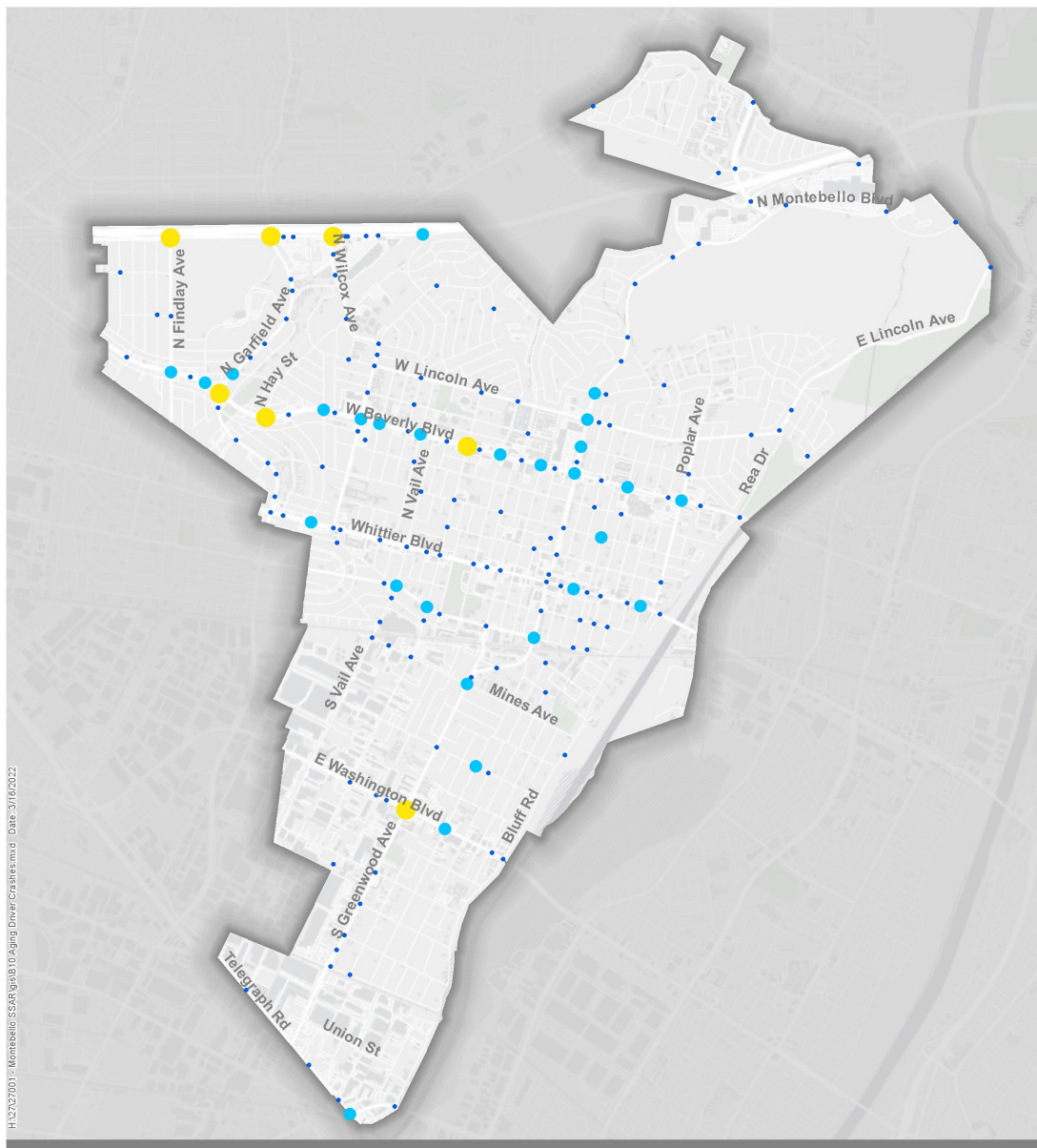
Goals for Emphasis Area 3:

- Reduce annual fatalities involving aging drivers 65 years or older from 0.2 per year to 0 (zero) per year in 2030.
- Reduce annual injuries involving aging drivers 65 years or older from 38 per year to fewer than 29 per year in 2030 (25% reduction).

Strategies for Emphasis Area 3:

- Strategy 3.1 Develop effective methods to identify at-risk older drivers: Visual processing impairment increases crash risk among older drivers. Many older drivers meet the legal requirements for licensing despite having vision impairments that elevate crash risk. In a 2003 study of aging drivers, participants who had received educational content on vision impairment were more likely to acknowledge that the quality of their eyesight was less than excellent, compared to the control group that received no educational content. The City of Montebello, through the Senior Citizen Center, will develop methods to identify at-risk older drivers through distribution of educational content and providing additional resources for maintaining mobility among the aging population.
- Strategy 3.2 Develop enhanced training for emergency service personnel on the proper assessment and triage of older persons at crash scenes: Higher death rates per miles travelled among older drivers is not correlated to unsafe driving but rather a higher vulnerability to injuries that are potentially life-threatening. Triage systems are one of the key principles of accident management, in which patients are prioritized to provide them with proper services and treatments. The City of Montebello will coordinate with ambulance contractors to develop protocols prioritizing treatment and response for older populations involved in vehicle collisions.
- Strategy 3.3 Incorporate the FHWA Older Driver and Pedestrian Guidelines into the local design guidelines: The *Handbook for Designing Roadways for the Aging Population* provides practitioners guidelines in the areas of roadway geometry, operations, and traffic control devices. The Handbook is available online at: http://safety.fhwa.dot.gov/older_users/#training.

Figure 5: Crashes Involving an Aging Driver 2015-2019



Legend

- 1-2 Crashes
- 3-6 Crashes
- 7+ Crashes

Emphasis Area 4: Commercial Vehicles

The volume of crashes involving a commercial vehicle, while not statistically significant, were notable within the City's crash history. The commercial vehicles challenge area includes instances where the collision involves a truck, truck tractor, school bus, or other bus. Montebello is a leading City in the trucking industry, with one of the nation's largest concentrations of railroad yards and freight handling equipment within miles of its boundaries, and higher concentrations of commercial vehicles on Montebello's roadway network introduces increased opportunities for vehicle-to-vehicle conflict. Within the study period (2015-2019), a total of 101 collisions involved a commercial vehicle. Locations of collisions involving a commercial vehicle are shown in Figure 6: Crashes Involving a Commercial Vehicle, 2015-2019.

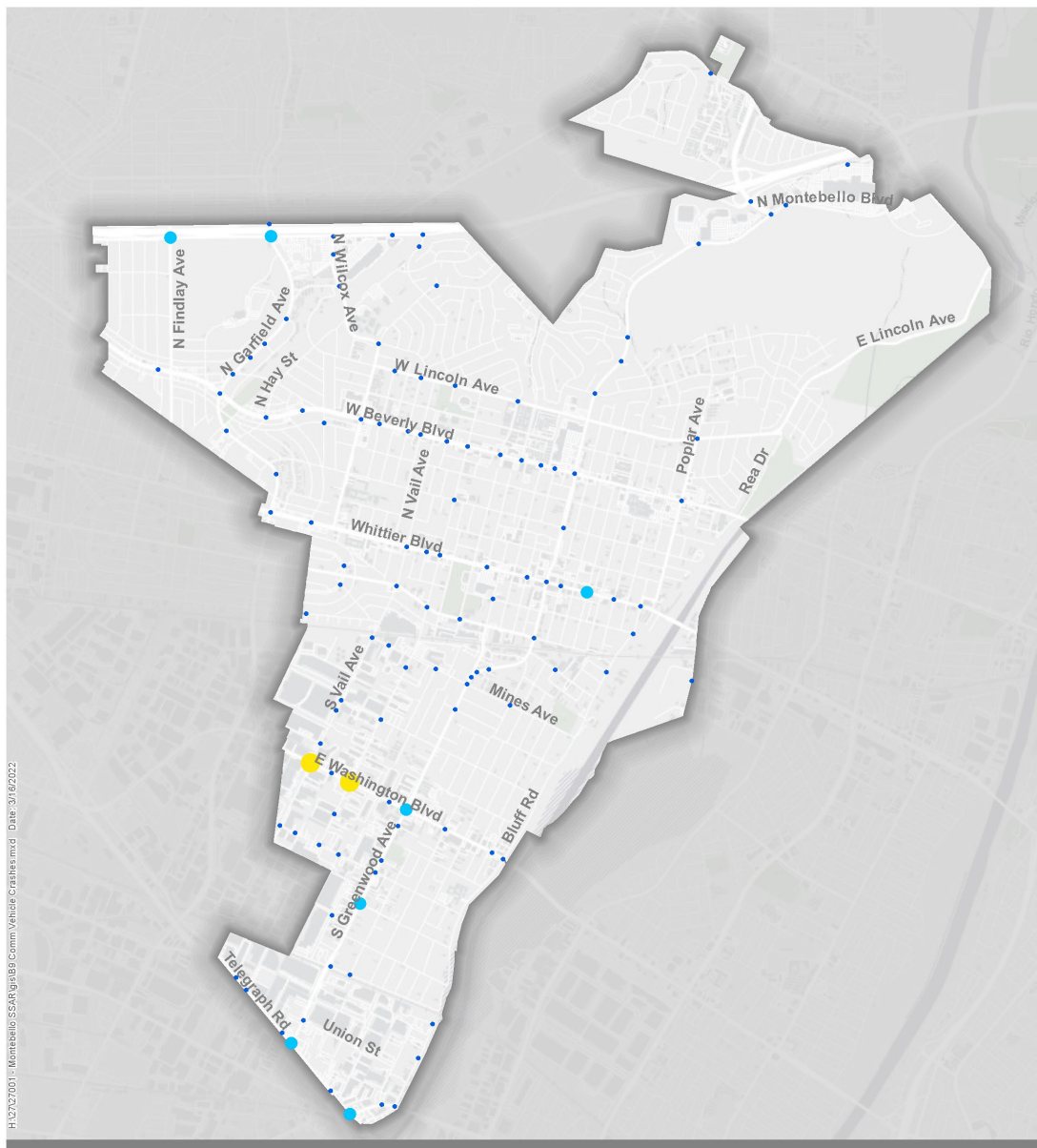
Goals for Emphasis Area 4:

- Reduce citywide crash shares from 20 per year to less than 10 per year in 2030 (50% reduction)

Strategies for Emphasis Area 4:

- Strategy 4.1 Operation Safe Driver Week: Operation Safe Driver Week is a campaign initiative occurring annually in July to increase safety on the roadway for both commercial vehicles and passenger vehicles. During this enforcement effort, officers throughout North America engage in heightened traffic, safety enforcement, and education aimed at combatting risky driving behaviors in both commercial motor vehicle drivers and passenger vehicle drivers. Key focuses of the 2021 campaign included following to close, speeding, and failure to obey traffic control devices. The initiative is designed to promote safe driving all year round, within a week-long focused effort by enforcement officers. The Commercial Vehicle Safety Alliance (CVSA) provides useful resources and training materials for distribution to the many businesses operating commercial vehicles on the local roadway network.
- Strategy 4.2 Brake Safety Week: CVSA's Brake Safety Month and Brake Safety Week occur annually in the fall and is a campaign to encourage commercial vehicle drivers to thoroughly check all vehicle brake components. During this campaign, commercial motor vehicle inspectors conduct brake system inspections on large trucks and buses throughout North America to identify brake-system violations. System inspections help to ensure all commercial vehicles on the local roadway network are operating according to government regulations and can reduce collisions involving commercial vehicles.
- Strategy 4.3 One-day brake safety enforcement initiative: This unannounced event can be held at any time during the year and involves inspectors checking brakes to identify brake violations. Inspections are conducted by enforcement officers during traffic stops to ensure brake safety compliance by commercial vehicles throughout the calendar year.

Figure 6: Crashes Involving a Commercial Vehicle, 2015-2019



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Legend

- 1-2 Crashes
- 3-5 Crashes
- 6+ Crashes

0 4,200 Feet

**Total Crashes Involving
Commercial Vehicles
Montebello, CA**

Emphasis Area 5: Driving Under the Influence

Reducing rates of intoxicated driving is supported by creating cultural changes in perspectives around driving under the influence and through use of enforcement. During the study period (2015-2019), a total of 458 collisions occurred where a driver was under the influence of drug or alcohol resulting in 182 injuries and 5 fatalities. The City will increase enforcement efforts to reduce driving under the influence in the community and implement educational campaigns for cultural shifts toward traffic safety. Locations of collisions caused by driving under the influence are shown in Figure 7: Crashes Involving a Driver Under the Influence of Drug or Alcohol, 2015-2019.

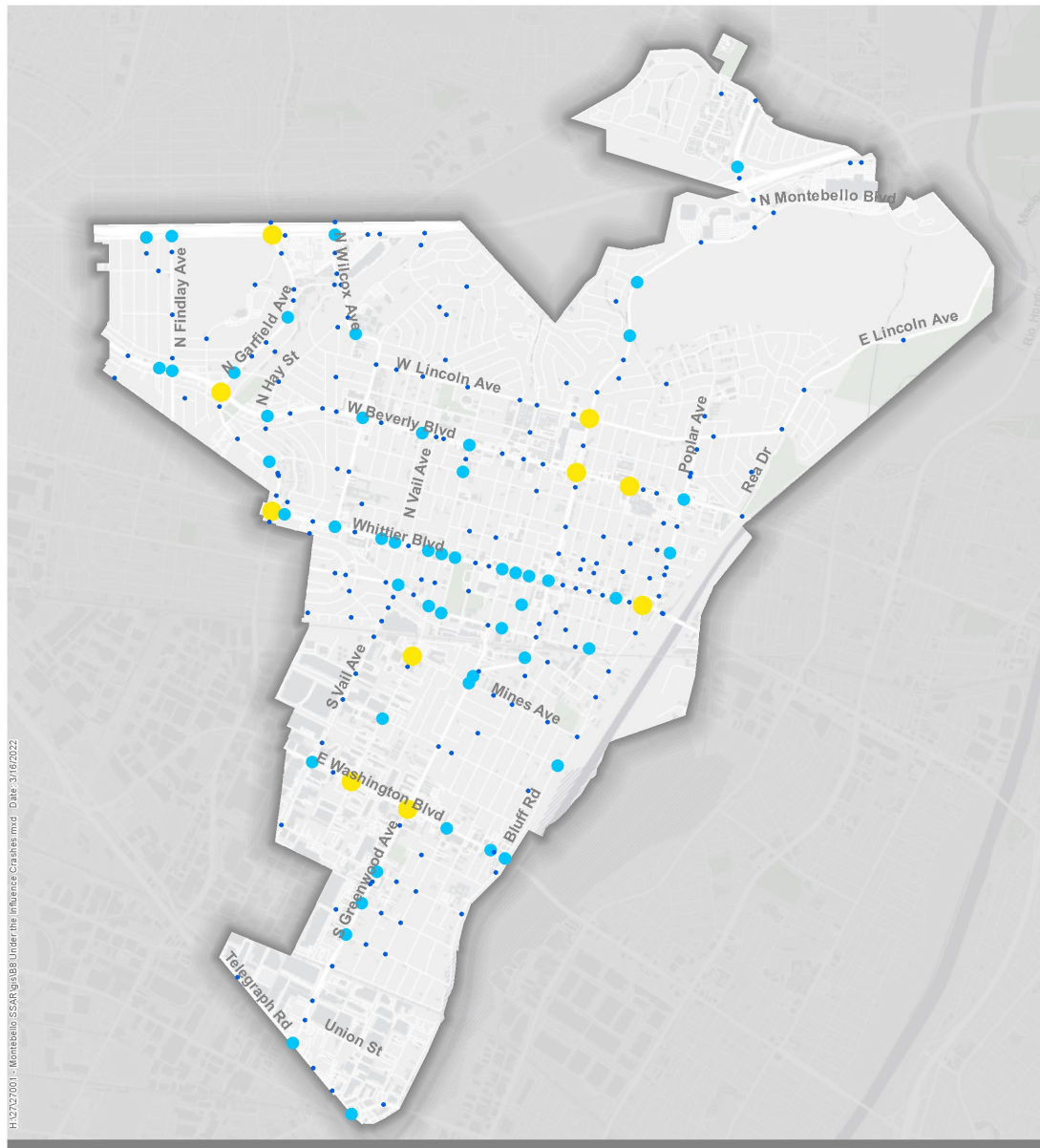
Goals for Emphasis Area 5:

- Reduce annual alcohol/drug-related fatalities from 1.0 per year to less than 0.5 per year in 2030 (50% reduction).
- Reduce annual alcohol/drug-related injuries from 36 per year to less than 27 per year in 2030 (25% reduction).

Strategies for Emphasis Area 5:

- Strategy 5.1 Increase the number and effectiveness of sobriety checkpoints and targeted enforcement: A sobriety checkpoint is a roadblock set up by law enforcement officers to detect and deter intoxicated driving in locations where there is a high incidence of crashes and fatalities. The City Police Department will focus enforcement efforts on Holidays and typical timeframes of intoxicated driving, which include typical holidays such as Saint Patrick's Day, Cinco de Mayo, Fourth of July, and fall-winter holidays. The City may also examine opportunities in unannounced sobriety checkpoints in historically high DUI areas.
- Strategy 5.2 Develop educational programs targeting specific audiences, such as middle-high school students, or the 18-to-34-year-old age group: Impaired driving can involve youths in cars, either as a passenger with the offender or as teen drivers. Students will learn about the consequences of underage drinking and driving and transportation risk behaviors. The National Highway Traffic Safety Administration (NHTSA) reported 16% of 15- to 18-year-old drivers involved in fatal crashes in 2019 had been drinking. Educational materials for adults will center around driver's responsibilities, hazardous road conditions, and the effects of alcohol and drugs.
- Strategy 5.3 Create effective media campaigns in both visual and print media: December is National Impaired Driving Prevention Month with it being the deadliest for fatalities involving DUIs. The City will provide outreach to the community using messaging that upholds values around protecting neighbors, alternative options to driving under the influence, and the individual person/ financial risks of intoxicated driving. The City Police Department will identify areas of high DUI arrests to post visual signage. Campaigns can center around ridesharing or appointing a designated driver, and other forms of messaging within the campaign will be determined in a collaborative process by the stakeholder working group representatives.

Figure 7: Crashes Involving a Driver Under the Influence of Drug or Alcohol, 2015-2019



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Legend

- 1-2 Crashes
- 3-5 Crashes
- 6+ Crashes

**Total Crashes by Party Condition
Impaired
Montebello, CA**

Emphasis Area 6: Improve Incident Response

Based on feedback from stakeholder meetings, there is interest in consistency and streamlined coordination among emergency responders in the City of Montebello. The National Center for Biotechnology Information (NCBI) cites communication failures as a significant contributor to the loss of life in a roadway accident. Technological areas for improvement include alerting platforms, geographical information systems, and street-level cameras that can continue to address communications issues for emergencies. Traffic incident handling restores the flow of traffic as safely and quickly as possible following a roadway incident. Through the efficient coordination of emergency services, the process to respond to a traffic incident can reduce the duration of traffic impacts and decrease the possibility of a secondary traffic crash.

A quantity of 66 crashes involving emergency responder services (EMS) vehicles was observed over the 5-year study period, indicating improvements to minimize the quantity of crashes between motorists and emergency responders is needed. Crash data includes motorists' crashing into parked EMS vehicles, and data does not discern if the responders were traveling to an incident with sirens and lights engaged (Code 3). The number of crashes involving emergency vehicles may indicate that there are right-of-way conflicts during emergency response. Adding pre-emption technology to traffic signals or discussing with emergency responders as to why these crashes are occurring may be informational to prevent future crashes involving emergency vehicles.

Goals for Emphasis Area 6:

- Reduce crashes with emergency responder services vehicles from an average of 11 per year to 5 per year by 2030 (55% reduction).
- Reduce crashes caused by construction as a roadway condition from 2.2 per year to 1.1 per year by 2030 (50% reduction).
- Increase average incident clearance time by 25% by year 2030.

Strategies for Emphasis Area 6:

Strategy 6.1 Implement Traffic Signal Pre-Emption System: Traffic signal pre-emption can change the traffic signal to red light illumination for conflicting traffic and provide green light illumination for approaching emergency responder services (EMS) staff when traveling rapidly to respond to a crash or incident. It is recommended the City pursue funding to implement technology to equip the traffic signals and EMS vehicles for emergency vehicle pre-emption. The implementation can be phased with prioritization along major corridors and within proximity to key facilities such as police and fire stations, and medical facilities providing emergency care.

- Strategy 6.2 Participate in Crash Responder Safety Week annually in November: Crash Responder Safety Week is an initiative to commit passenger vehicles to safer driving practices for a safer work environment around emergency responders reporting to crash incidents on highways and local roads. Throughout the week, involved agencies will draw attention to the important work of first responders at the scene of roadway incidents, and the campaign celebrates the work of first responders while honoring those who have fallen in the line of duty. The City will support dissemination of the Traffic Incident Management (TIM) training to emergency response teams, which would be made available by the Federal Highway Administration. The City and involved agencies will disseminate daily campaign messaging throughout the week using social media, newsletters, and other outreach channels. Daily campaign messaging includes Slow Down - Move Over, Honoring Veterans, and Traffic Incident Awareness, among others.
- Strategy 6.3 Incorporate guidance from the *Framework for Improving Cross-Sector Coordination for Emergency Preparedness and Response (Framework)*: Prepared by the Public Health and Law Enforcement Emergency Preparedness Workgroup (Workgroup), the Framework makes recommendations for action items that are intended to make cross-sectoral collaboration more feasible and productive without duplicating the many existing initiatives designed to streamline emergency preparedness and response. The Framework includes recommendations for improving data and resource sharing, as well as guidance for establishing Citywide guidelines and protocols between emergency responders. Involved agencies will review the Framework and identify opportunities to adopt applicable recommendations.
- Strategy 6.4: Adopt the Work Area Traffic Control Handbook (WATCH): First adopted by the Colorado Department of Transportation, WATCH details policies and standards guidelines for common temporary traffic control zones in a work area. Deploying traffic control devices consistent with WATCH guidelines is effective in reducing crashes, expediting traffic flow, and improving public relations. WATCH outlines signage and detour considerations for first responders, pedestrians, bicyclists, and motorists as well as standards for road detour quality. Traffic control noted in WATCH ensures the safety of all parties, and the City and involved partners will deploy traffic control devices consistent with WATCH guidance.

Next Steps

The City of Montebello Public Works Department will coordinate among departments, local agencies, and organizations as needed to apply or co-apply for funding resources or grant opportunities. The City will advance strategies and continue partnership with stakeholders to implement the education, enforcement, engineering, and emerging technology strategies as needed to assist in implementing the vision and goals of this Safe Travel Plan.

Engineering improvements to local roads are implemented according to a typical schedule involving multiple phases, including but not limited to planning, environmental analysis, design, and construction. Funding must be acquired by the City to proceed with each phase of implementation which will influence the schedule. For example, the HSIP receives project applications only on even years. The strategies identified in this Safe Travel Plan will follow the typical schedule and any additional phases as needed to meet state and federal requirements.

This Safe Travel Plan will be a living document and will be updated as needed by the City of Montebello Public Works Department with input from the SWG representatives; these representatives will attend an annual meeting to confirm the LSRP's direction, process, and progress. Moreover, an annual SWG meeting will occur annually and a representative from each SWG organization will be invited to attend providing attendees with an opportunity to review status and weigh in upon upcoming year priorities.

The LRSP's goals will be evaluated as needed (at minimum, every 5 years) to measure success and progress toward the identified goals, to evaluate collision statistics, and to identify any new applicable goals that should be worked toward or arising collision trends.

Typical Schedule

Planning

City staff will develop short-term, medium-term, and long-term plans for implementation. The timeline for planning may be affected by available funding, environmental impacts, adoption in local, regional, and state planning documents, and may last 1-12 months.

Environmental Analysis

Environmental assessment or environmental impact statement is required for projects not qualifying for a categorical exclusion under the National Environmental Policy Act (NEPA). The timeline for environmental analysis is affected by the scope and complexity of the project.

Design

Design includes preliminary design, final design, right of way acquisition, and may last 1-36 months.

Construction

Construction schedules vary depending on inclement weather, availability of materials, and unforeseen discoveries. The phase may range from 1 to over 36 months.

CITY OF MONTEBELLO

APPENDIX A: Letters of Support



 **MARK
THOMAS**

May 9, 2022

Mr. James Enriquez, PE
Director of Public Works / City Engineer
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, California 90640

RE: Letter of Support for City of Montebello Systemic Safety Analysis Report / Local Road Safety Plan (SSAR/LRSP).

Dear Mr. Enriquez,

On behalf of Falck Mobile Health Corp. dba CARE Ambulance Service we would like to offer this letter of support documenting our support for improving transportation safety in the City of Montebello. Falck has been an active participant during the preparation of the SSAR/LRSP led by the City. We concur with the project vision dedicated to a roadway network that provides safe travel throughout the City.

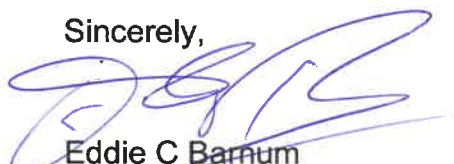
As a stakeholder involved in the SSAR/LRSP, our organization representatives have been involved in review of five years of vehicle, pedestrian, and bicycle crash history, identification of potential solutions to address trends, and prioritization of strategies aligned with the project emphasis areas. We applaud the City of Montebello's focus to create a culture of safe travel behaviors and reduce severe and fatal transportation crashes citywide.

To achieve positive outcomes, Falck commits to continued partnership on the SSAR/LRSP, including potential involvement through:

- Input on best methods to promote safety during dedicated campaigns (social media, in-school programs, etc.),
- Incorporate partner-provided safety messaging into communications (as appropriate),
- Promotion of safety events and activities to our constituents,
- Written letter of support for future grant pursuits led by City or other partners for SSAR/LRSP activities, and
- Attendance at annual SSAR/LRSP Stakeholder Working Group update meeting.

We look forward to continued involvement with the City of Montebello to bring about positive change in the community. If you should have any questions, please do not hesitate to contact me at (714) 628-6457, or by email at eddie.barnum@falck.com.

Sincerely,



Eddie C Barnum
Division Manager



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

April 25, 2022

Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

RE: Letter of Support for City of Montebello Systemic Safety Analysis Report/Local Road Safety Plan (SSAR/LRSP)

Dear Mr. Enriquez,

On behalf of the Los Angeles County Metropolitan Transportation Authority (Metro) we would like to offer this letter of support for improving transportation safety in the City of Montebello. Metro has been an active participant during the preparation of the SSAR/LRSP led by the City.

Consistent with Metro policies, including Vision 2028 and the Complete Streets Policy, Metro strongly encourages cities within Los Angeles County to assess and consider the needs of all roadway users, with a special emphasis on the most vulnerable users. In January 2021, the Metro Board of Directors prompted the development of a Metro Street Safety Policy, which we are preparing concurrently with Montebello's plan. Our participation in this process has been instructive for our future collaboration on safety issues with all Los Angeles County cities.

As a stakeholder involved in the SSAR/LRSP, our organization representatives have been involved in review of five years of vehicle, pedestrian, and bicycle crash history, identification of potential solutions to address trends, and prioritization of strategies aligned with the project emphasis areas. We applaud the City of Montebello's focus to create a culture of safe travel behaviors and reduce severe and fatal transportation crashes citywide.

To achieve positive outcomes, Metro looks forward to continued collaboration, including potential involvement through:

- Coordinating on messaging and public communication,
- Promotion of safety events and activities to our constituents,
- Support for future grant pursuits led by City or other partners for SSAR/LRSP activities, subject to specific consideration for any given project/grant program, and
- Attendance at annual SSAR/LRSP Stakeholder Working Group update meeting.

We look forward to continued involvement with the City of Montebello to bring about positive change in the community. If you should have any questions, please do not hesitate to contact Jacob Lieb on my staff at (213) 547-4272, or by email at LiebJ@metro.net.

Sincerely,

Jim de la Loza
Chief Planning Officer

April 20, 2022

Mr. James Enriquez, PE
Director of Public Works / City Engineer
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, California 90640

**RE: Letter of Support for City of Montebello Systemic Safety Analysis Report /
Local Road Safety Plan (SSAR/LRSP).**

Dear Mr. Enriquez,

On behalf of Montebello Bicycle Coalition, we would like to offer this letter of support documenting our support for improving transportation safety in the City of Montebello. Montebello Bicycle Coalition has been an active participant during the preparation of the SSAR/LRSP led by the City. We concur with the project vision dedicated to a roadway network that provides safe travel throughout the City.

As a stakeholder involved in the SSAR/LRSP, our organization representatives have been involved in review of five years of vehicle, pedestrian, and bicycle crash history, identification of potential solutions to address trends, and prioritization of strategies aligned with the project emphasis areas. We applaud the City of Montebello's focus to create a culture of safe travel behaviors and reduce severe and fatal transportation crashes citywide.

To achieve positive outcomes, Montebello Bicycle Coalition commits to continued partnership on the SSAR/LRSP, including potential involvement through:

- Input on best methods to promote safety during dedicated campaigns (social media, in-school programs, etc.),
- Incorporate partner-provided safety messaging into communications (as appropriate),
- Promotion of safety events and activities to our constituents,
- Written letter of support for future grant pursuits led by City or other partners for SSAR/LRSP activities, and
- Attendance at annual SSAR/LRSP Stakeholder Working Group update meeting.

We look forward to continued involvement with the City of Montebello to bring about positive change in the community. If you should have any questions, please do not hesitate to contact me at (323)528-1402, or by email at charger440@att.net.

Sincerely,

Gilbert Jauregui
Chairperson

April 5, 2022

Mr. James Enriquez, PE
Director of Public Works / City Engineer
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, California 90640

**RE: Letter of Support for City of Montebello Systemic Safety Analysis Report /
Local Road Safety Plan (SSAR/LRSP).**

Dear Mr. Enriquez,

On behalf of Montebello Bus Lines, we would like to offer this letter of support documenting our support for improving transportation safety in the City of Montebello. Montebello Bus Lines has been an active participant during the preparation of the SSAR/LRSP led by the City. We concur with the project vision dedicated to a roadway network that provides safe travel throughout the City.

As a stakeholder involved in the SSAR/LRSP, our organization representatives have been involved in review of five years of vehicle, pedestrian, and bicycle crash history, identification of potential solutions to address trends, and prioritization of strategies aligned with the project emphasis areas. We applaud the City of Montebello's focus to create a culture of safe travel behaviors and reduce severe and fatal transportation crashes citywide.

To achieve positive outcomes, Montebello Bus Lines commits to continued partnership on the SSAR/LRSP, including potential involvement through:

- Input on best methods to promote safety during dedicated campaigns (social media, in-school programs, etc.),
- Incorporate partner-provided safety messaging into communications (as appropriate),
- Promotion of safety events and activities to our constituents,
- Written letter of support for future grant pursuits led by City or other partners for SSAR/LRSP activities, and
- Attendance at annual SSAR/LRSP Stakeholder Working Group update meeting.

We look forward to continued involvement with the City of Montebello to bring about positive change in the community. If you should have any questions, please do not hesitate to contact me at (323) 558-1625, or by email at Llbarra@cityofmontebello.com.

Sincerely,



Lupita Ibarra
Director of Transportation
Montebello Bus Lines- City of Montebello

April 1, 2022

Mr. James Enriquez, PE
Director of Public Works / City Engineer
CITY OF MONTEBELLO
1600 West Beverly Boulevard
Montebello, California 90640

**RE: Letter of Support for City of Montebello Systemic Safety Analysis Report /
Local Road Safety Plan (SSAR/LRSP).**

Dear Mr. Enriquez,

On behalf of The Montebello Fire Department, we would like to offer this letter of support documenting our support for improving transportation safety in the City of Montebello. The Montebello Fire Department has been an active participant during the preparation of the SSAR/LRSP led by the City. We concur with the project vision dedicated to a roadway network that provides safe travel throughout the City.

As a stakeholder involved in the SSAR/LRSP, our organization representatives have been involved in review of five years of vehicle, pedestrian, and bicycle crash history, identification of potential solutions to address trends, and prioritization of strategies aligned with the project emphasis areas. We applaud the City of Montebello's focus to create a culture of safe travel behaviors and reduce severe and fatal transportation crashes citywide.

To achieve positive outcomes, The Montebello Fire Department commits to continued partnership on the SSAR/LRSP, including potential involvement through:

- Input on best methods to promote safety during dedicated campaigns (social media, in-school programs, etc.),
- Incorporate partner-provided safety messaging into communications (as appropriate),
- Promotion of safety events and activities to our constituents,
- Written letter of support for future grant pursuits led by City or other partners for SSAR/LRSP activities, and
- Attendance at annual SSAR/LRSP Stakeholder Working Group update meeting.

We look forward to continued involvement with the City of Montebello to bring about positive change in the community. If you should have any questions, please do not hesitate to contact me at (213) 424-4289, or by email at cbarker@cityofmontebello.com.

Sincerely,

Craig Barker

Battalion Chief

CITY OF MONTEBELLO

APPENDIX B: Crash Data Analysis





TECHNICAL MEMORANDUM

March 2, 2022

Project# 27001

To: Homayoun Behboodi
Engineering Department
City of Montebello

From: Kittelson & Associates, Inc.

CC: Paul Martin, Mark Thomas & Company, Inc.

RE: **City of Montebello Systemic Safety Analysis Report – Crash Data Analysis**

Kittelson & Associates, Inc. (Kittelson) is assisting the City of Montebello (City) in preparing a Systemic Safety Analysis Report (SSAR) to identify roadway improvements and countermeasures to improve systemic safety performance. As part of this effort, Kittelson has prepared this memorandum summarizing crash data, trends, and locations for the January 1, 2015 through December 31, 2019 period (5 years).

For this memorandum, Kittelson documented the safety data analysis conducted to identify crash patterns and trends, crash risk factors associated with increased crash frequency or severity, and priority locations for potential safety improvements. The information and findings in this memorandum will inform forthcoming countermeasure identification, project development, and goals for the SSAR. The memorandum is organized into the following sections:

- Data Summary
- Citywide Crash Patterns and Trends
- Comparison to Statewide Trends
- Network Screening Analysis
- Next Steps

DATA SUMMARY

Kittelson developed a database of the most recent five years of reported crashes, representing January 1, 2015, through December 31, 2019, with data from California's Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley's Transportation Injury Mapping System (TIMS). Kittelson also initially obtained year 2020 crash data for evaluation. When reviewing the data, it was found that the City has significantly fewer reported crashes in 2020 than the prior four years, which may be due to lower traffic levels, different travel patterns during the COVID-19 pandemic, or crash data processing delays. As a result, year 2020 data was not included in the city-wide analysis and years 2015 through 2019 was the most reliable recent five years of data to use for analysis.

SWITRS crash data is only partially geolocated, while the UC Berkeley TIMS crash data is mostly geolocated. Thus, Kittelson used reference data saved in each crash record for primary and secondary streets and the distance and direction from each intersection to geocode and manually offset crashes. Additionally, crashes that occurred on grade-separated freeways that travel through the city (Interstate 5 and State Route 60) have been excluded from the crash data. However, crashes reported at the ramp terminal intersections that are associated with grade-separated freeways and highways in the City are included in the analysis database. Finally, Kittelson identified and removed duplicate records if multiple entries



appeared to represent the same crash, as identified by inspection of crash details for entries with the same time and date. The final dataset includes 2,637 crashes from SWITRS/TIMS.

CITYWIDE CRASH PATTERNS AND TRENDS

This section presents citywide crash patterns and trends and includes a focus on identifying patterns associated with injury and fatal crash outcomes. By analyzing reported crashes together, systemic trends across locations can be identified. Separating out fatal and severe injury crashes helps identify what type of crashes or locations are most impactful in reducing crashes that have the most severe outcomes. Findings from this analysis will help inform safety countermeasures selected in subsequent project tasks.

All Road Users

The first analysis examined reported crashes across all road users – motor vehicles, pedestrians, and bicyclists. Trends and findings are presented based on the following:

- Crash severity
- Crash type
- Primary crash factors
- Time of day
- Human factors and personal attributes
- Vehicle equipment factors

Following this analysis, bicycle and pedestrian crashes are discussed separately. Additional comparisons that were reviewed but did not result in notable findings nor inform citywide crash patterns and trends are provided in **Attachment A**.

CRASH SEVERITY

Crashes are classified by severity based on the most severe outcome associated with the crash, with the following reported severities (in descending order of severity): fatal, serious injury, other visible injury, complaint of pain, and property damage only (PDO).

Table 1 presents the number of crashes by severity and road users involved (e.g., pedestrian bicyclist, motor vehicle), followed by share percentages of the column. Key findings include:

- Among the reported crashes, 51 (2.4%) resulted in either a fatality or serious injury.
- Bicyclist- and pedestrian-involved crashes are over-represented among fatal and severe crashes.
- Motorcycle crashes are frequent and commonly result in fatal or severe injury.
- Approximately half of reported crashes resulted in property damage only.



Table 1: Crash Severity by Road User Involved (2015-2019)

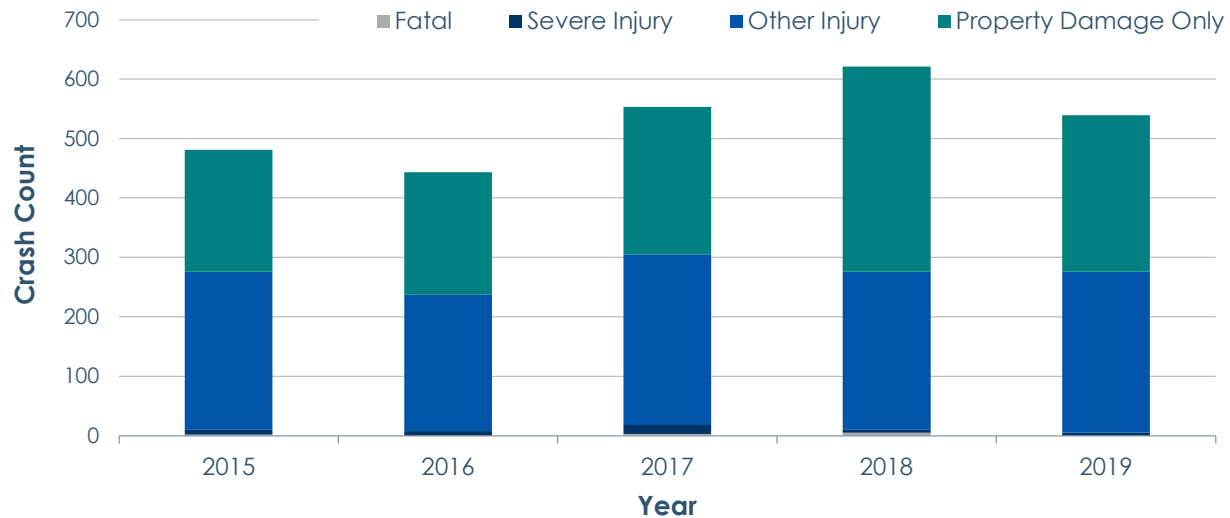
Road User Involved	Fatal (% of column)	Severe Injury (% of column)	Other Visible Injury (% of column)	Complaint of Pain (% of column)	Property Damage Only (% of column)	Total Crashes (% of column)
Vehicle-Vehicle or Vehicle-Other	4 (40%)	15 (37%)	239 (66%)	811 (85%)	1228 (97%)	2297 (87%)
Pedestrian-Involved	2 (20%)	13 (32%)	44 (12%)	76 (8%)	7 (0.6%)	142 (5%)
Bicyclist-Involved	1 (10%)	6 (15%)	52 (14%)	45 (5%)	15 (1%)	119 (5%)
Pedestrian- and Bicyclist-Involved	0 (0%)	0 (0%)	1 (0.2%)	1 (0.1%)	0 (0%)	2 (0%)
Motorcycle-Involved	3 (30%)	7 (17%)	28 (8%)	28 (3%)	17 (1%)	83 (3%)
Grand Total (% of total crashes)	10 (0.4%)	41 (2%)	361 (14%)	958 (36%)	1267 (48%)	2637 (100%)

Note: Percentages may not sum to 100% due to rounding and overlap in crashes

Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Figure 1 shows reported crashes by year and severity. Other injury includes injuries that are not severe, including “other visible injuries” and “complaints of pain.” As shown in the figure, the number of crashes slightly decreased from 2015 through 2016 and increased from 2016 through 2018 before decreasing again in 2019.

Figure 1: Crash Frequency by Year and Severity



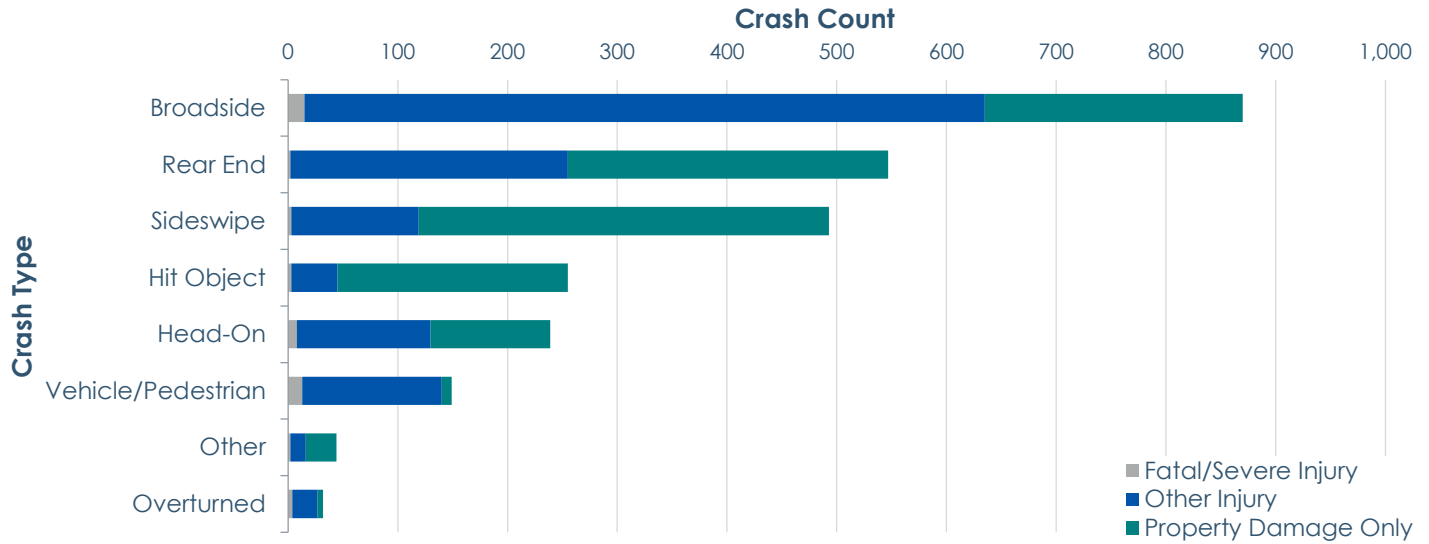
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

CRASH TYPE

The reported crash type provides an indication of the movements most frequently involved in crashes and in severe outcomes. Figure 2 presents crashes by reported crash type and severity, arranged in descending order based on the frequency of total reported crashes.



Figure 2: Reported Crashes by Type and Severity (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

As Figure 2 demonstrates, underreporting and vulnerability of pedestrian-involved crashes is likely occurring due to the discrepancy between the fatal and severe injury crash share and the number of total reported crashes by type.

The three most frequent crash types reported for all crash severities were:

- Broadside (33%)
- Rear end (21%)
- Sideswipe (19%)

The main crash types for fatal and severe injury crashes frequently reported were:

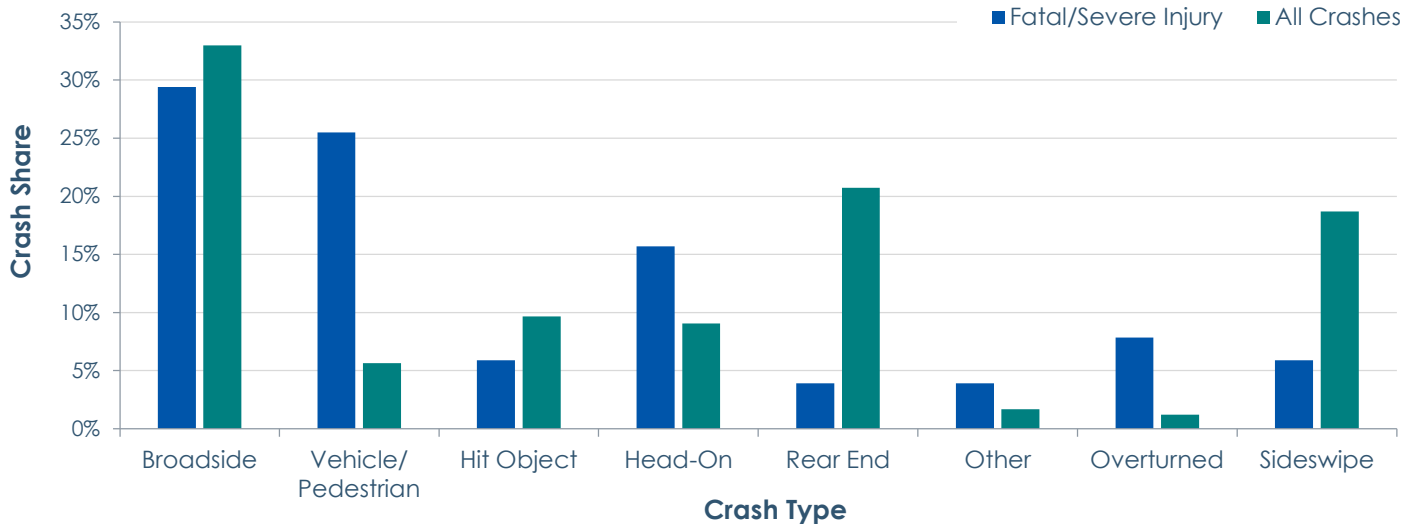
- Broadside (29%)
- Vehicle/Pedestrian (25%)

These two crash types – broadside and vehicle-pedestrian – together account for 54% of fatal and severe injury crashes in the City. Figure 3 compares the proportion of crash types for total reported crashes against fatal and severe injury crashes. As shown in the figure:

- Vehicle/pedestrian and overturned crashes are overrepresented, and almost five times more likely to result in a fatal or severe injury than the total reported crashes.
- Head-On crashes are overrepresented, and about two times more likely to result in a fatal or severe injury than the total reported crashes.
- Broadside crashes are slightly underrepresented, but almost have an equal likelihood to result in a fatal or severe injury compared to the total reported crashes.



Figure 3: Crash Type for Fatal/Severe Injury Crashes Compared to All Crashes (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

PRIMARY CRASH FACTOR

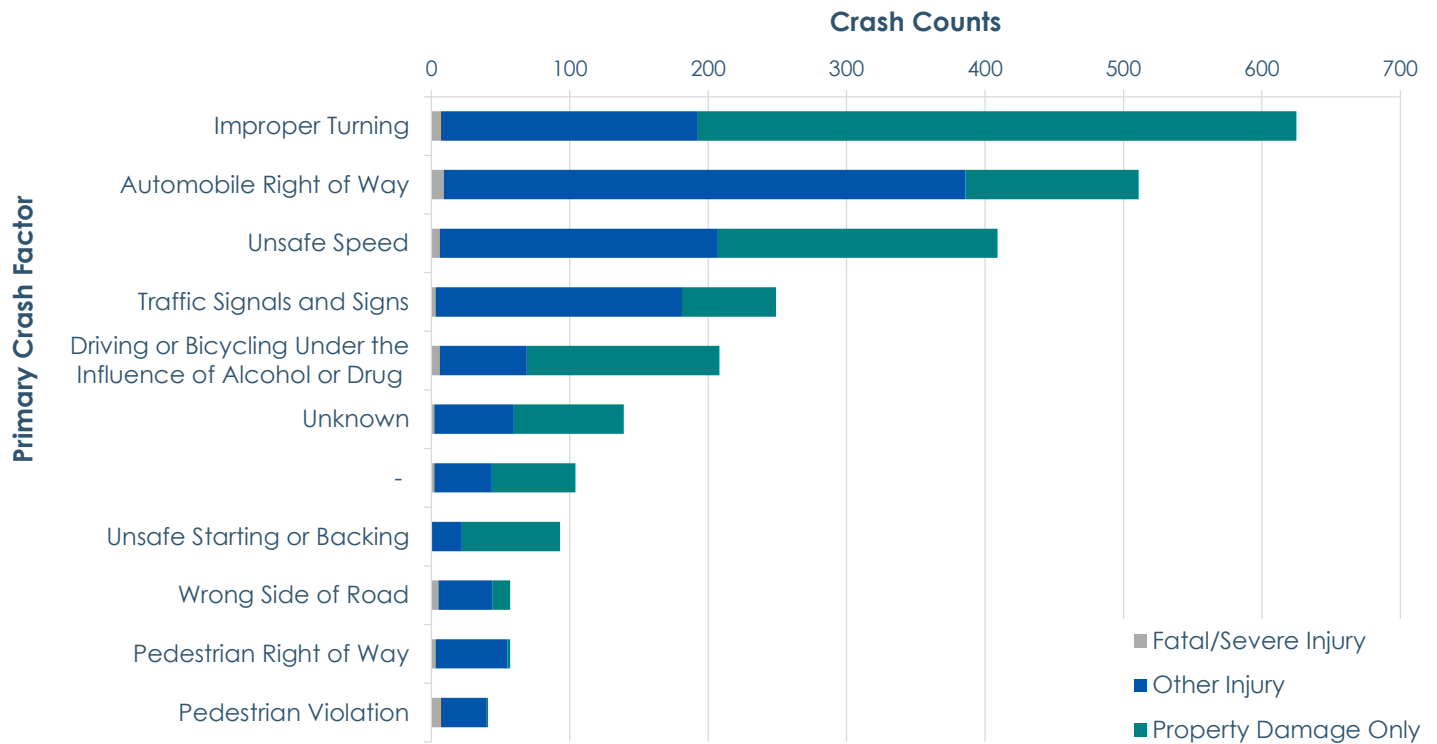
Reporting officers identify a primary collision factor (PCF) for each crash. There are several different PCFs from which they can select. It is up to the officer's judgement and information available at the scene for them to select the factor that is most relevant. Officers select one from among a list of PCFs based on violations and road user behavior.

Figure 4 presents the ten most frequently cited PCFs for crashes in the city. The figure is arranged in descending order based on the frequency of total crashes. While some crash factors occur more frequently for total reported crashes or the proportion of injury crashes (e.g., improper turning or automobile right-of-way), others like pedestrian violations, unsafe speed, and driving or bicycling under the influence account for larger shares of fatal and severe injury crashes when compared to their overall reporting. As shown in the figure:

- Improper turning was the most frequently cited crash factor (24%), followed by automobile right-of-way (19%) and unsafe speed (16%)
- Automobile right-of-way (9), pedestrian violations (7 crashes), and improper turning (7) are the crash factors with the highest fatal and severe injury crash frequencies, accounting for 45% of total reported fatal and severe injury crashes.



Figure 4: Reported Primary Crash Factor by Severity (2015-2019)



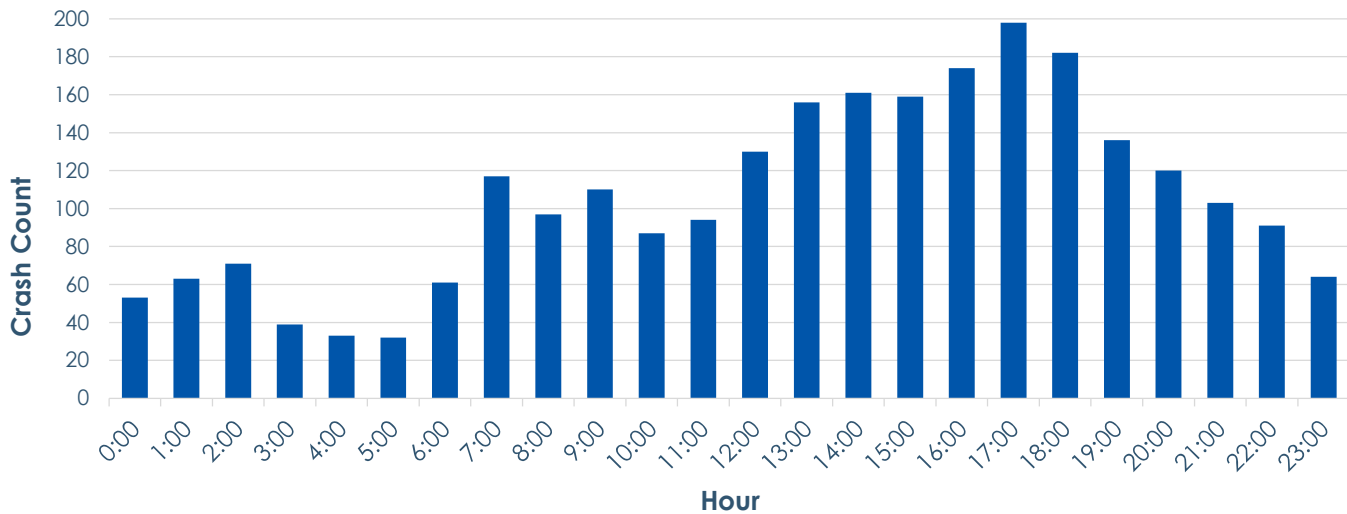
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

TIME OF DAY

Figure 5 presents reported crashes by time of day (under all weather conditions). As shown in the figure:

- Crash frequency is higher in the afternoon and through evening commute times.
- The hour between 5-6pm has the highest frequency of reported crashes, accounting for 8% of reported crashes.

Figure 5: Reported Crashes by Time of Day (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

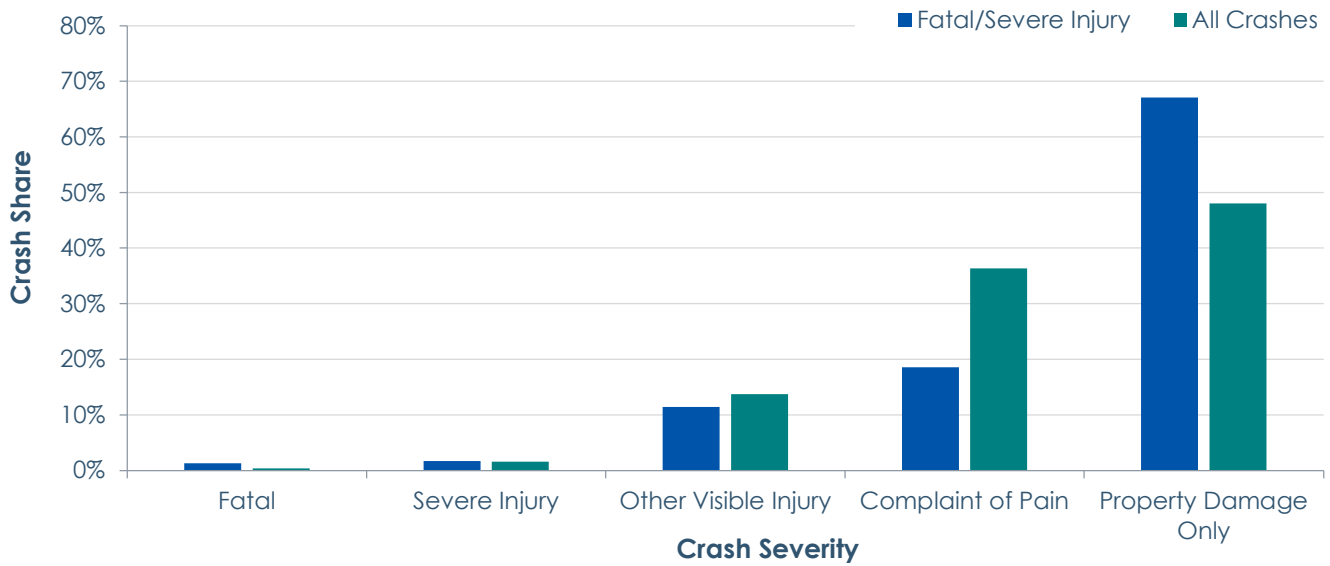
HUMAN FACTORS AND PERSONAL ATTRIBUTES

- This section focuses reported human factors and personal attributes that may inform countermeasures development. These factors consist of driving under the influence, hit and run instances, and unsafe speeds.

Figure 6 through Figure 8 show the crash shares of alcohol/drug involved, hit and run, and unsafe speed as the primary crash factor by crash severity. As shown in the figures:

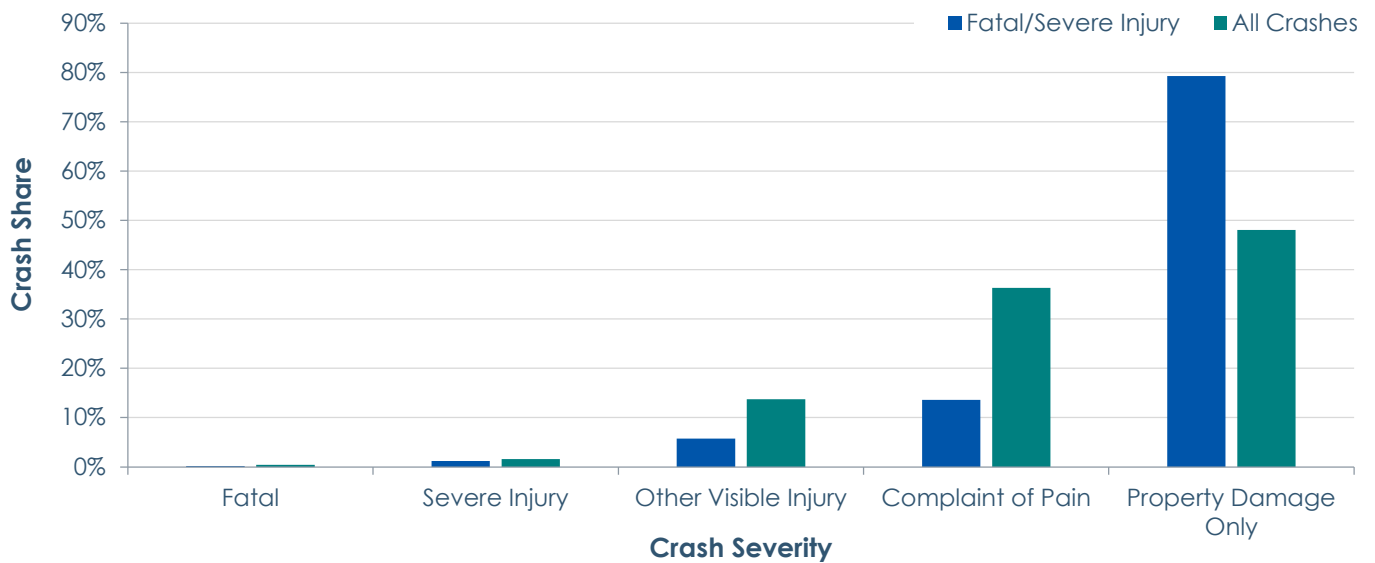
- 474 reported crashes (18% of total crashes) involved impaired individuals due to drug or alcohol consumption. Of these crashes, 14 have resulted in a fatality or severe injury (27% of fatal/severe injury crashes).
- When alcohol/drugs are involved, crashes are 2 times more likely to result in a fatal or severe injury than total reported crashes.
- 574 reported crashes (22% of total crashes) were classified as a hit and run. Of these crashes, 8 resulted in a fatality or severe injury (16% of fatal/severe injury crashes).
- Unsafe speed was recorded as the primary crash factor for 409 crashes (16% of total crashes).
- Unsafe speed crashes are slightly underrepresented across fatal/severe injury crashes when compared to the total reported crashes.
- The majority of parties in reported crashes (73%) were reported as not using their cell phone at the time of the crash. However, the percentage of parties using a cellular device may be underreported by responding officers as it is not usually feasible to prove someone was using a cellular device and parties involved may not report if they were.

Figure 6: Crash Severity as Share of Alcohol/Drug Involved Crashes (2015-2019)



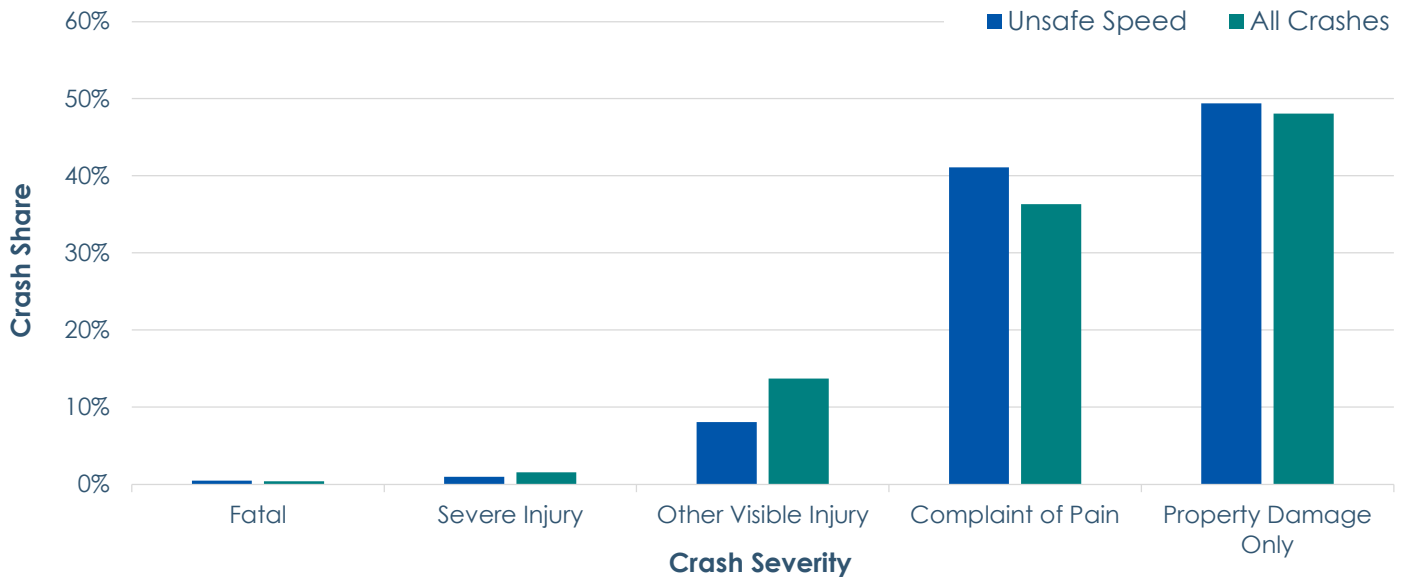
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Figure 7: Crash Severity as Share of Hit and Run Crashes (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Figure 8: Crash Severity as Share of Unsafe Speed Crashes (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

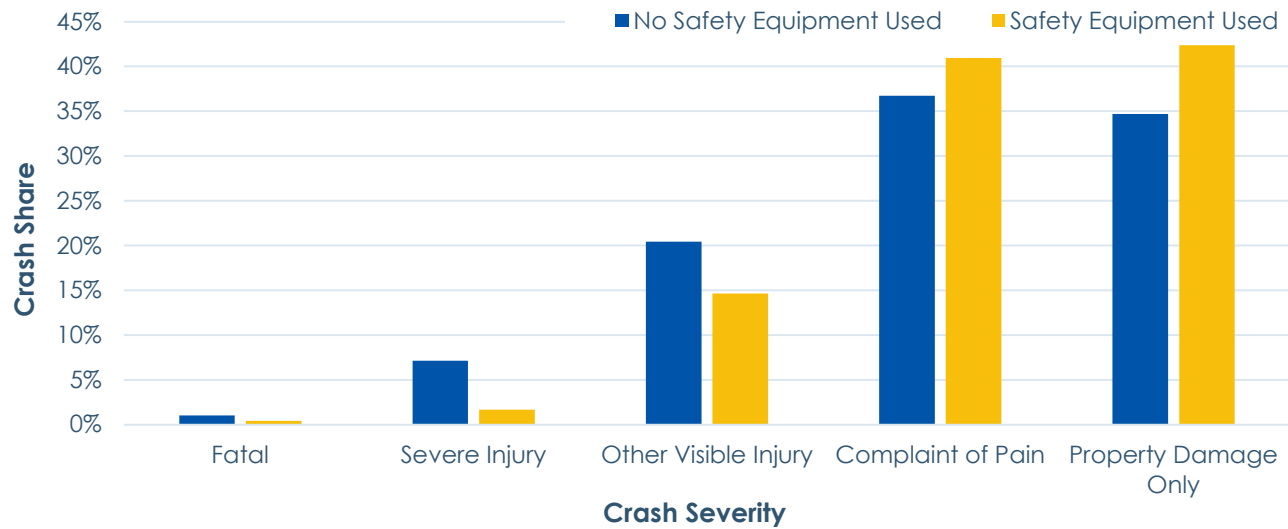
VEHICLE EQUIPMENT FACTORS

This section focuses reported vehicle equipment factors that may inform countermeasures development. SWITRS/TIMS reported data includes information on motor vehicle occupant restraints at the time of the crash.

- The majority (66%) of motor vehicle parties (drivers and passengers) in reported crashes used some sort of safety equipment (e.g. lap/shoulder harness, helmet, lap belt).
- 89% of fatal/severe crashes involved parties that were not utilizing any safety equipment.

Figure 9 shows the shares of the degree of safety equipment used in a crash by severity. As a note, this does not include reported crashes with no reported information pertaining to the use of safety equipment (323 crashes).

Figure 9: Crash Shares of Safety Equipment Used by Crash Severity (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

CRASHES AT AT-GRADE RAIL CROSSINGS

Currently, there are four at-grade rail crossings in the city. These are located at Vail Avenue, Maple Avenue, Greenwood Avenue, and Montebello Boulevard. As shown in Table 2, between one and three crashes per year occurred within 250 feet of an at-grade rail crossing. No crashes occurred at the Greenwood Avenue crossing; and the Vail Avenue crossing had the most (seven crashes). Looking at all of the crossing, no fatal or severe injury crashes occurred, and one bicycle-involved crash occurred at the Montebello Boulevard location. While close to rail crossings, none of the crashes involved a train.

Table 2: Crashes at At-Grade Rail Crossings (2015-2019)

Location	Number of Crashes					Total Crashes	Fatal/ Severe	Bike	Pedesrian
	2015	2016	2017	2018	2019				
Vail Ave.	1	2	1	2	1	7	0	0	0
Maple Ave.	0	0	0	1	0	1	0	0	0
Greenwood Ave.	0	0	0	0	0	0	0	0	0
Montebello Blvd.	1	1	2	0	0	4	0	1	0

Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Pedestrians, Bicyclists, and Motorcyclists

This section focuses exclusively on reported crashes involving people walking (pedestrians), bicycling (bicyclists), and riding motorcycles/mopeds (motorcyclists). Across the five study years (2015-2019) there was a total of 142 pedestrian-involved crashes, 119 bicycle-involved crashes, and 83 motorcycle-involved crashes.

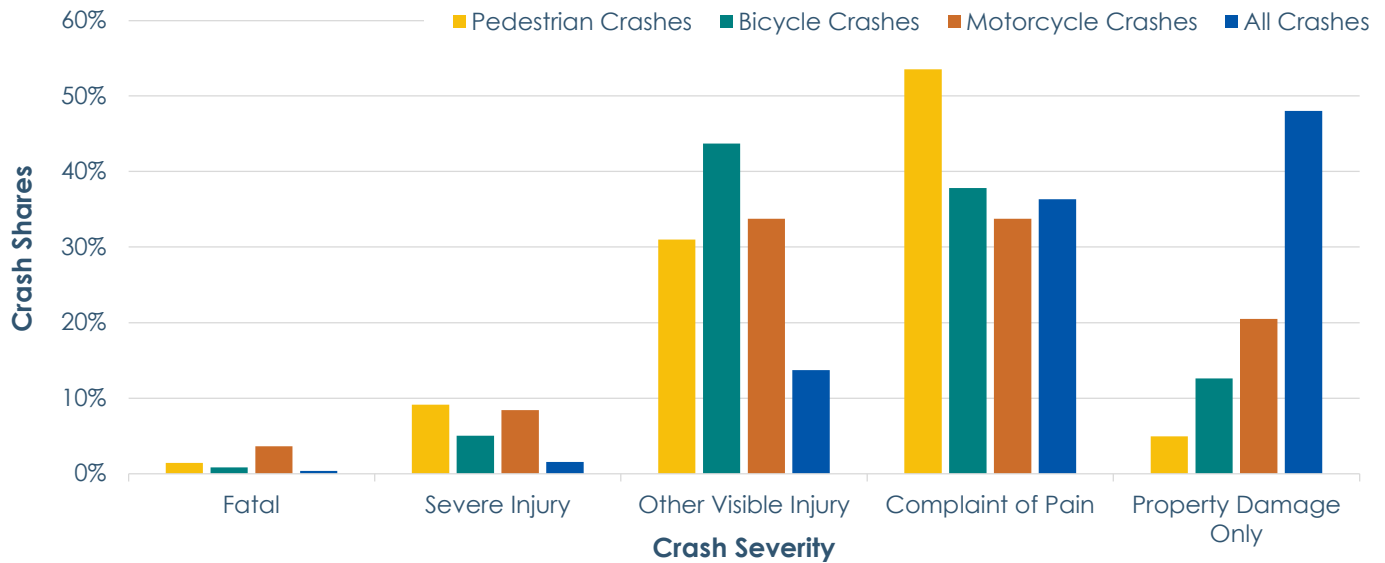
CRASH SEVERITY

Figure 10 shows severity as shares of pedestrian, bicycle, and motorcycle crashes compared to total reported crashes. As shown in the figure:



- Pedestrian crashes are 5 times more likely to result in a fatal/severe injury than total reported crashes.
- Bicycle crashes are 3 times more likely to result in a fatal/severe injury than total reported crashes.
- Motorcycle crashes are 6 times more likely to result in a fatal/severe injury than total reported crashes.

Figure 10: Pedestrian, Bicycle, Motorcycle and Total Crash Shares by Severity (2015-2019)



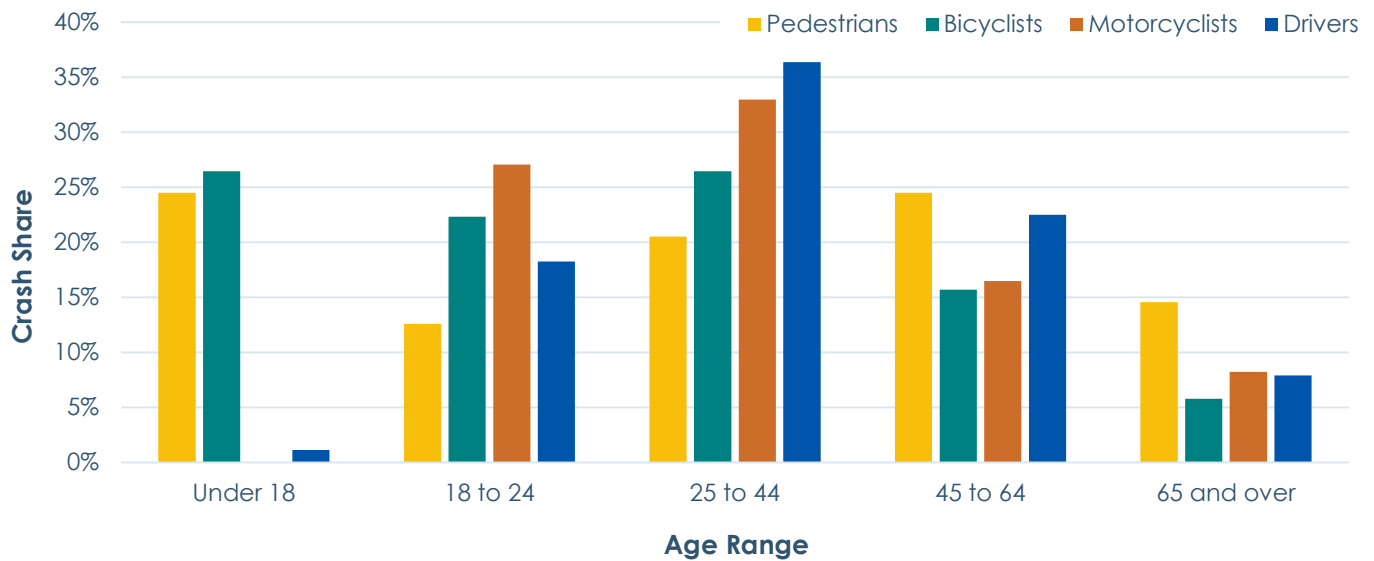
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

PARTY AGE

Figure 11 shows the age ranges for pedestrians, bicyclists, and drivers involved in crashes. As shown in the figure:

- The most common pedestrian age group reported is 18 and under (27%).
- The most common bicyclist age groups are 18 and under (27%) and 25 to 44 (27%).
- The most common motorcyclist age group is 25 to 44 (33%).
- Pedestrians are overrepresented in the 45 to 64 and 65 and over age groups compared to drivers.
- Bicyclists and motorcyclists are overrepresented in the 18 to 24 age group compared to drivers.
- Motorcyclists are slightly overrepresented in the 65 and over age group compared to drivers.

Figure 11: Pedestrian, Bicyclist, Motorcyclist, and Driver Crash Shares by Party Age (2015-2019)



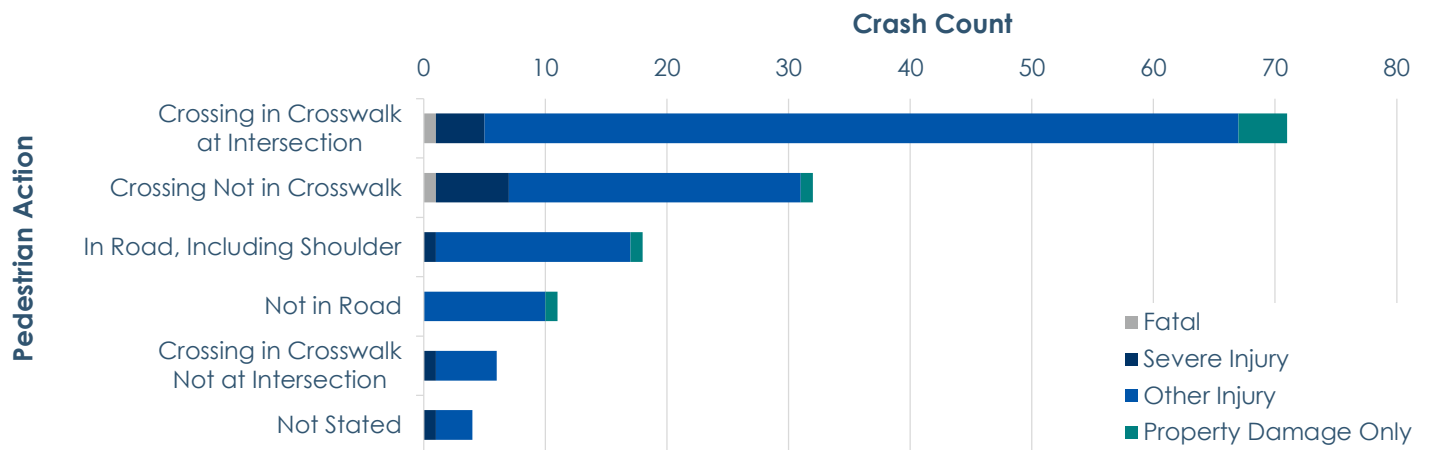
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

PEDESTRIAN CRASH STATISTICS

Figure 12 shows crashes involving pedestrians by pedestrian actions. As shown in the figure:

- The most reported pedestrian action is crossing in a crosswalk at an intersection (50%), followed by crossing not in the crosswalk (23%).
- The most reported pedestrian action for fatal/severe injury crashes is crossing not in the crosswalk (47% of fatal/severe injury pedestrian crashes).

Figure 12: Pedestrian Involved Crashes by Pedestrian Action (2015-2019)



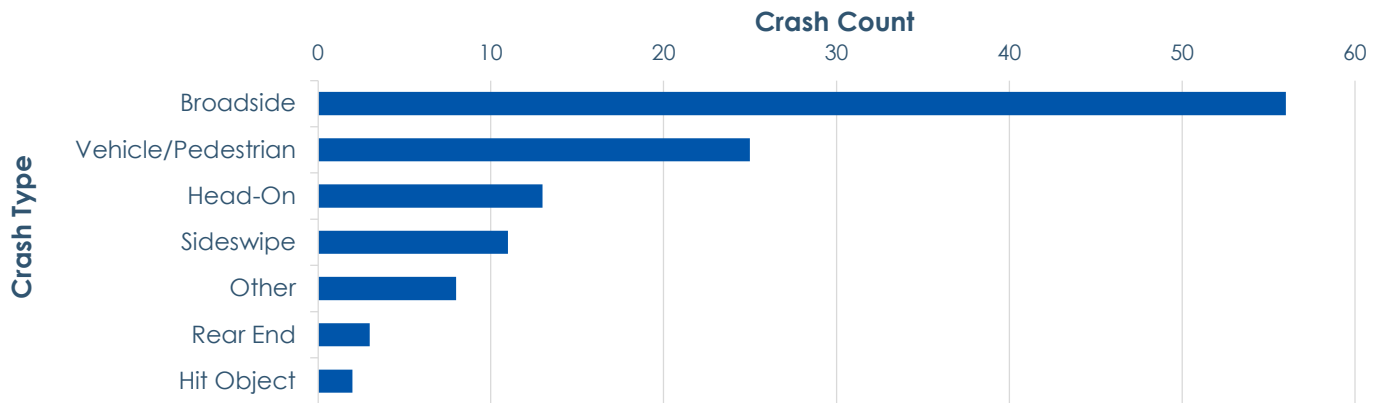
Source: SWITRS, TIMS, compiled by Kittelson, 2022.



BICYCLE CRASH STATISTICS

Figure 13 shows the breakdown of crash types for bicycle crashes. As shown in the figure, the most common bicycle crash type recorded is broadside (47%), followed by vehicle/pedestrian (21%). For the vehicle/pedestrian crash type, SWITRS classifies bicyclists as pedestrians based on the responding officer report; therefore, there may be a lack of clarity on the specific vehicular movements that precede a bicycle crash that is categorized as a vehicle/pedestrian crash.

Figure 13: Bicycle Crashes by Crash Type (2015-2019)

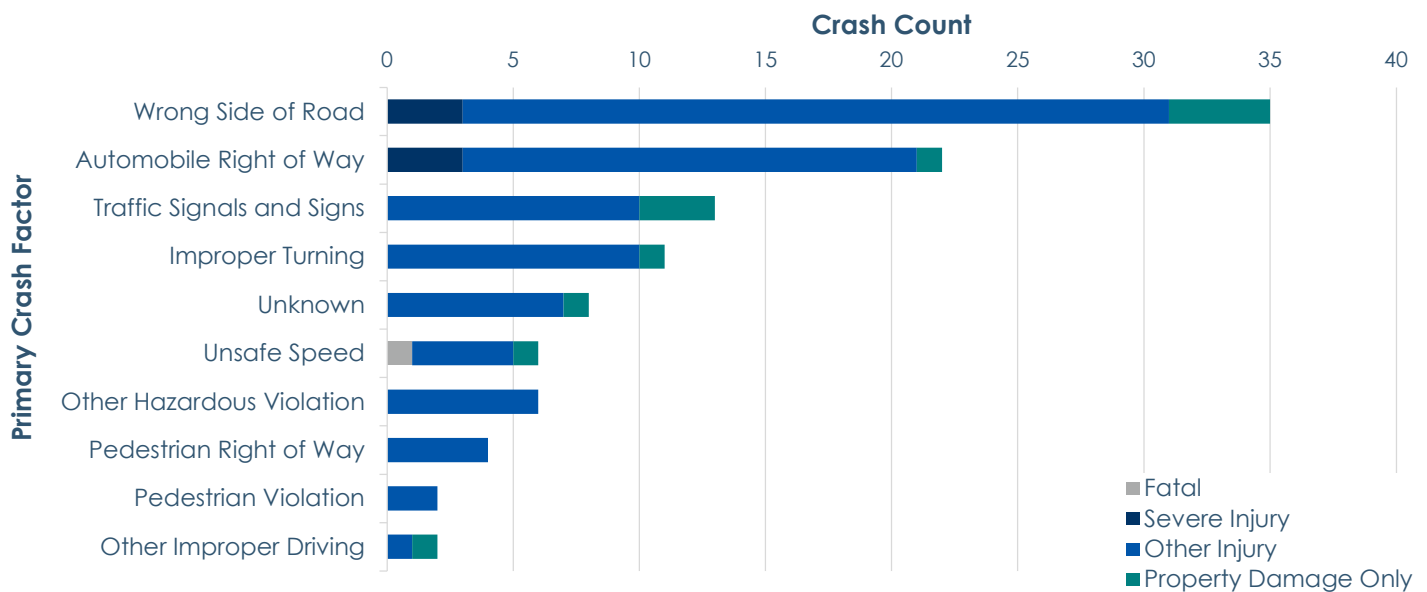


Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Figure 14 shows primary crash factor for bicycle crashes by severity. As shown in the figure:

- The three most common primary crash factors for bicycle crashes are wrong side of the road (32%), automobile right of way (20%), and traffic signals and signs (12%).
- The most common primary bicycle crash factors that align with fatal and severe injuries consist of wrong side of the road (43% of fatal/severe injury bicycle crashes) and automobile right of way (43% of fatal/severe injury bicycle crashes). Another notable factors is unsafe speed.

Figure 14: Primary Crash Factor for Bicycle Crashes by Severity (2015-2019)



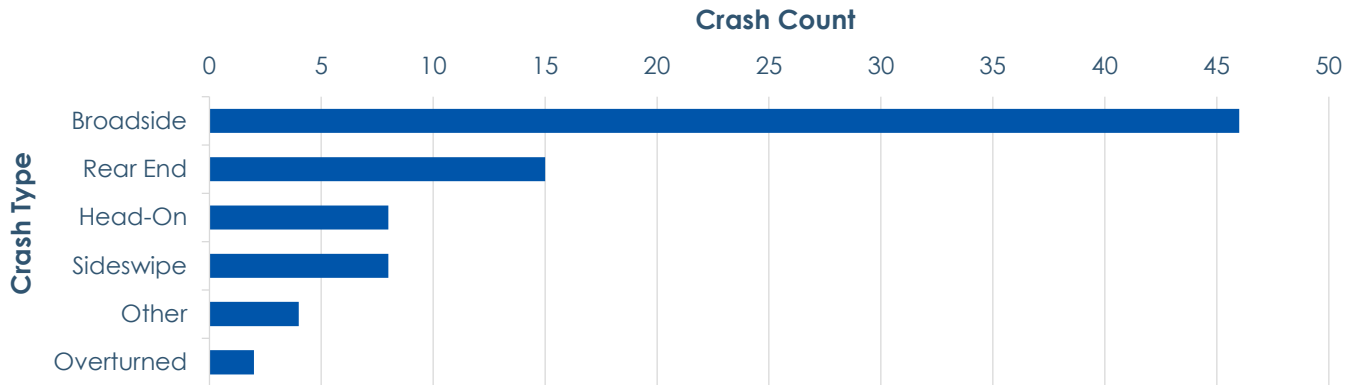
Source: SWITRS, TIMS, compiled by Kittelson, 2022.



MOTORCYCLE CRASH STATISTICS

Figure 15 shows the breakdown of crash types for motorcycle crashes. As shown in the figure, the most common motorcycle crash type recorded is broadside (55%), followed by rear end (18%).

Figure 15: Motorcycle Crashes by Crash Type (2015-2019)

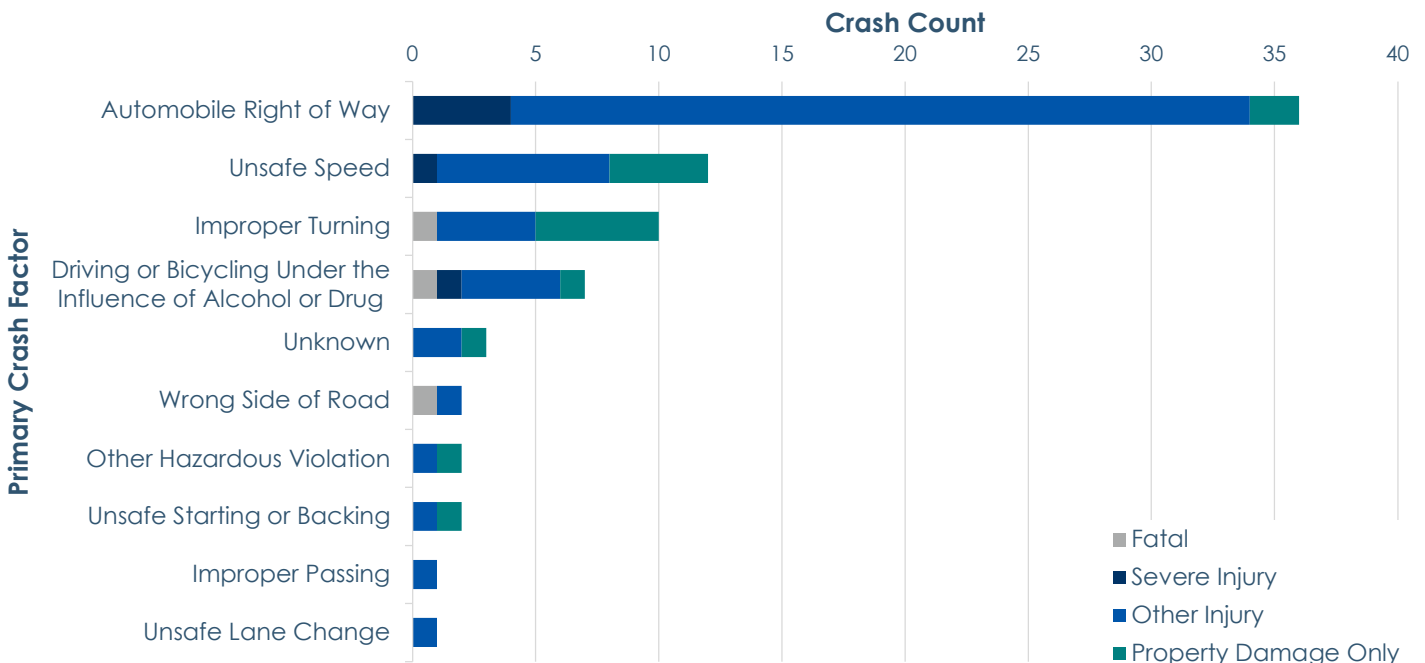


Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Figure 16 shows primary crash factor for motorcycle crashes by severity. As shown in the figure:

- The three most common primary crash factors for motorcycle crashes are automobile right of way (45%), unsafe speed (15%), and improper turning (13%).
- The most common primary motorcycle crash factor that aligns with fatal and severe injuries is automobile right of way (44% of fatal/severe injury motorcycle crashes).
- Other notable primary crash factors for motorcycle crashes include driving or bicycling under the influence of alcohol or drug, wrong side of road, improper turning, and unsafe speed.

Figure 16: Primary Crash Factor for Motorcycle Crashes by Severity (2015-2019)



Source: SWITRS, TIMS, compiled by Kittelson, 2022.



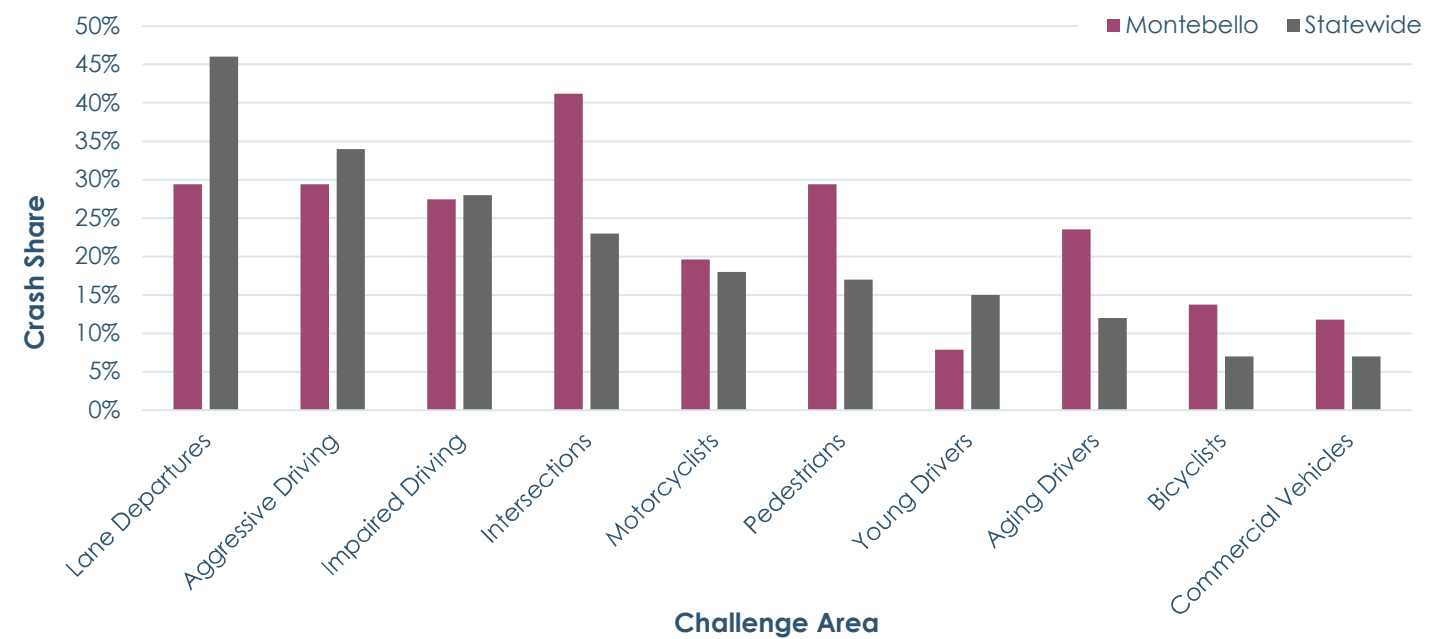
COMPARISON TO STATEWIDE TRENDS

This section discusses how Montebello crash patterns compare to statewide crash patterns as documented in the *California Safe Roads: 2020-2024 California Strategic Highway Safety Plan (SHSP)*. The SHSP identified 16 challenge areas that represent the biggest contributors to traffic issues in California. Of the 16 challenge areas, 6 have been identified as High Priority Areas. Of the remaining 10 identified as Focus Areas, 6 are not able to be correlated with data due to the lack of available data. Below is a summary of the SHSP Challenge Areas:

- **High Priority Areas:** Pedestrians, Bicyclists, Impaired Driving, Intersections, Lane Departures, Speed Management/Aggressive Driving
- **Focus Areas:** Aging Drivers, Commercial Vehicles, Motorcyclists, Young Drivers, Distracted Driving*, Driver Licensing*, Emergency Response*, Emerging Technologies*, Occupant Protection*, Work Zones*

Figure 17 shows a comparison between the City's crash statistics and the statewide data.

Figure 17. Fatal and Severe Injury Crash Shares by Challenge Area Compared to Statewide Statistics



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

- Montebello has statistically significant higher shares of fatal/severe injury crashes that take place at intersections, involve pedestrians, or involve aging drivers.
- Although not statistically significant, there is strong evidence that commercial vehicles are overrepresented when compared to statewide statistics.
- Montebello has statistically significant lower shares of fatal/severe injury crashes with lane departures.
- There is some evidence that Montebello is underrepresented in crashes involving young drivers, aggressive drivers, and impaired drivers when compared to statewide statistics.

The top three SHSP challenge areas that can inform the development of countermeasures in Montebello are pedestrians, aging drivers, and intersections.

* These areas cannot be compared with the data available at this time



NETWORK SCREENING ANALYSIS

This section describes the network screening and systemic evaluation of Montebello's roadway network. In addition to the network screening, Kittelson also reviewed risk factors and physical characteristics at the priority intersections.

Data and Network Screening Approach

Kittelson identified the intersections and segments with the highest crash severity using the Equivalent Property Data Only (EPDO) network screening performance measure from the AASHTO *Highway Safety Manual (HSM)*. The EPDO calculation was performed for all public intersections and roadway segments. Private roads and grade-separated highways were excluded from the analysis. The EPDO performance measure is described below. Moving forward throughout this document, the EPDO performance measure is referred to as a crash severity score.

The crash severity score assigns weight to individual crashes based on the crash severity and location of the crash (Table 3). Weights, provided by the 2020 Caltrans' Local Roadway Safety Manual, are based on the cost of property-damage-only (PDO) crashes, assigning each crash with a score relative to a PDO crash.

Table 3: Crash Weights by Severity and Location Type

Location Type	Crash Weight by Severity				
	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only
Signalized Intersection	119.55	119.55	10.70	6.08	1.00
Unsignalized Intersection	190.23	190.23	10.70	6.08	1.00
Roadway	164.66	164.66	10.70	6.08	1.00

Source: Caltrans, *Local Roadway Safety: A Manual for California's Local Road Owners (Version 1.5)*, 2020.

The weights prioritize fatal and severe injury crashes equally to recognize that a death versus a severe injury is often a function of the individual involved or of emergency response time. Therefore, both outcomes represent locations where the City may want to prioritize improvements. Crash weights vary by location due to the relative costs associated with the crash severity at the location types. Specifically, unsignalized intersections have a higher cost for fatal and severe crashes because fatal and severe crashes at these locations tend to result in more severely injured persons on average.

Intersection Methodology

Kittelson first identified signalized and unsignalized intersections in the City road network and then defined crashes as intersection or segment crashes. An intersection crash is defined as a crash that occurs within 250 feet of the intersection. These crashes were spatially joined and summarized in ArcGIS to show the total number of crashes by severity at each intersection. Where intersections were less than 500 feet from each other, crashes were assigned to the nearest of the two intersections. Crashes occurring more than 250 feet from any intersection were separated to be used in the segment analysis discussed below.

The crash severity score for the intersections was calculated by multiplying each crash severity total by the associated weight (by intersection type) and summing the results using the following formula:

Crash Severity Score = Fatal weight * # of fatal crashes + severe injury weight * # of severe injury crashes + other visible injury weight * # of other visible injury crashes + complaint of pain injury weight * # of complaint of pain injury weight crashes + PDO crashes



Kittelton annualized the crash severity score by dividing the score by the years (five) of crash data analyzed.

Roadway Segment Methodology

After completing the intersection analysis, Kittelson used the crashes reported more than 250 feet from the nearest intersection to conduct a separate segment analysis. A Python script in ArcGIS allowed for splitting the Montebello street network into overlapping half-mile segments, incrementing the segments by one quarter (0.25) of a mile. This methodology helps to identify portions of roadway with the greatest potential for safety improvements.

After splitting the network, the Python script spatially joined non-intersection crashes to each segment. Similar to the intersection methodology above, crashes were summarized by severity, and the totals were multiplied by the crash severity weights for roadway segments. The weighted crash severity scores of the crashes were totaled and annualized by the number of years of crash data (five) to generate an annualized crash severity score.

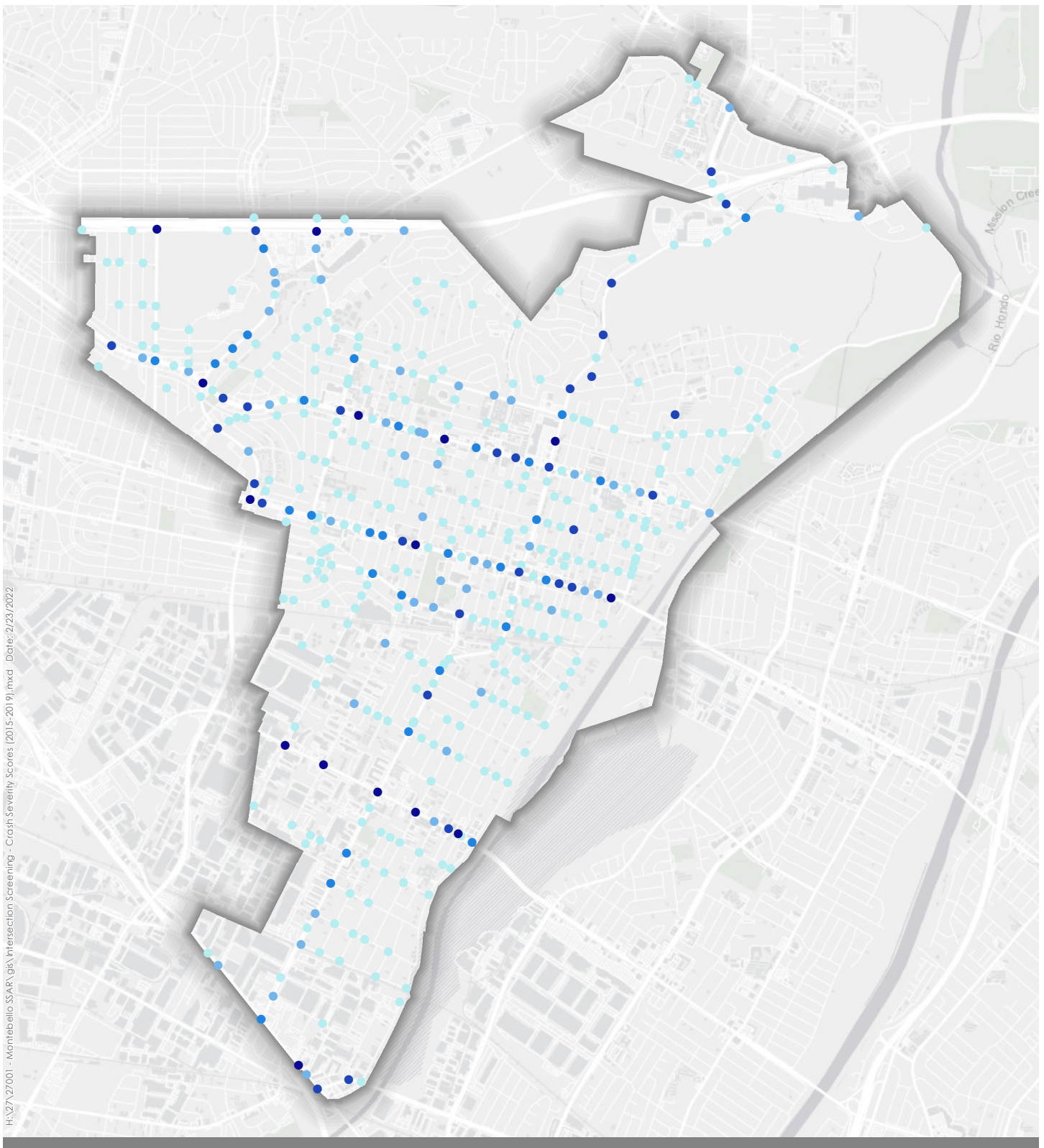
Findings

Kittelton identified priority intersections using the annualized crash severity scores; the results are presented below. Crash severity scores ranged from zero (no reported crashes during the 5 years) to 114.11.



Figure 18A subset of priority roadway segments was not developed. Roadway segments generally had lower crash severity scores compared to intersections. In addition, the segments with the highest severity scores were located near intersections already identified as priority intersections and would likely be addressed with intersection improvements.

Figure 18 shows the results of the crash severity scoring by percentiles for intersection locations. Intersections shown as not falling within one of the quartiles indicates that there were no reported crashes at that location.



H:\27\27001 - Montebello SSAR\gis\Intersection Screening - Crash Severity Scores (2015-2019).mxd Date: 2/23/2022

Crash Severity Scoring



- 95 - 100th Percentile (45.94 - 114.11)
- 85 - 94th Percentile (25.74 - 45.93)
- 75 - 84th Percentile (10.02 - 25.73)
- 60 - 74th Percentile (4.57 - 10.01)
- 0 - 59th Percentile (0.20 - 4.56)

Figure 18
Intersection Crash Severity Score
Screening by Percentile
Montebello, CA



Priority Intersections

Kittelton identified priority intersections using the annualized crash severity score. The top scoring intersections were reviewed to determine priority locations. Establishing natural break points in the crash severity score, the top 20 intersections were identified. The resulting list of priority locations is provided in Table 4 as priority locations for roadway safety improvements.

Note, priority roadway segments were not identified since roadway segments generally had lower crash severity scores compared to intersections. The following segments with the highest severity scores are located near intersections already identified as priority intersections: Via Campo (from 2727 Via Campo driveway to Vail Avenue), Telegraph Road (from Maple Avenue to Bluff Road), Greenwood Avenue (from Washington Boulevard to Sycamore Connector Road), Whittier Boulevard (from 1st Street/Bluff Road to Van Norman Road).

Table 4: Priority Intersections by Crash Severity Score

Intersection	Traffic Control	Annualized Crash Severity Score
Garfield Avenue & Whittier Boulevard	Signalized	114.11
Beverly Boulevard & Garfield Avenue	Signalized	85.76
Greenwood Avenue & Washington Boulevard	Signalized	68.56
Findlay Avenue & Via Campo	Signalized	60.17
Montebello Boulevard & Washington Boulevard	Signalized	58.13
Maple Avenue & Washington Boulevard	Signalized	56.41
Wilcox Avenue & Via Campo	Signalized	53.90
Beverly Boulevard & 21st Street	Unsignalized	49.21
4th Street & Washington Boulevard	Unsignalized	48.68
Vail Avenue & Washington Boulevard	Signalized	48.07
Montebello Boulevard & Victoria Avenue	Signalized	47.34
Maple Avenue & Whittier Boulevard	Signalized	47.16
Bluff Road & 1st Street & Whittier Boulevard	Signalized	47.11
Beverly Boulevard & Maple Avenue	Signalized	46.73
I-5 Fwy Off Ramp & Telegraph Road	Unsignalized	46.17
Madison Avenue & 5th Street	Unsignalized	44.23
Garfield Avenue & Repetto Avenue	Unsignalized	43.91
4th Street & Whittier Boulevard	Signalized	42.68
Via Vista & Whittier Boulevard	Unsignalized	42.62
Beverly Boulevard & Bradshawe Street	Signalized	42.48

Operational and physical attributes of these priority intersections include the following:

- 14 of the 20 priority intersections (70%) are signalized intersections.
- 18 of the 20 priority intersections (90%) are located on either a major or secondary road in the City. These roads include: Washington Boulevard (5), Whittier Boulevard (5), Beverly Boulevard (4), Garfield Avenue (3), Montebello Boulevard (2), Telegraph Road (1), Greenwood Avenue (1), and Wilcox Avenue (1).
- 3 priority intersections (15%) have at least 2 major or secondary roads intersecting, 14 (70%) have a major or secondary road intersecting with a collector or residential street, 2 (10%) has at least 2 collectors intersecting, and 1 (5%) intersects with a freeway ramp (I-5).



CITY-FOCUSED INTERSECTIONS

The City of Montebello previously identified a set of priority intersections from a prior safety analysis (2018). The top 10 intersections prioritized by the city in 2018 and their respective annualized crash severity scores from this analysis of 2015-2019 crashes are listed in Table 5 below. The City's staff report detailing these intersections is in Attachment B.

Table 5: City-Focused Priority Intersections by Crash Severity Score

Intersection	Traffic Control	Annualized Crash Severity Score
Greenwood Avenue & Washington Boulevard	Signalized	68.56
Wilcox Avenue & Via Campo	Signalized	53.90
Beverly Boulevard & 21st Street	Unsignalized	49.21
4th Street & Washington Boulevard	Unsignalized	48.68
Bluff Road & 1st Street & Whittier Boulevard	Signalized	47.11
I-5 Fwy Off Ramp & Telegraph Road	Unsignalized	46.17
Washington Boulevard & 5th Street	Unsignalized	39.46
Poplar Avenue & Eula Drive	Unsignalized	38.05
Montebello Boulevard & Avenida de La Merced	Signalized	34.87
Howard Avenue & Lincoln Avenue	Signalized	9.13

Bold entries indicate intersections that overlap with Kittelson identified priority intersections

- 6 of the 10 intersections (60%) the City specifically wanted to focus on are also intersections Kittelson had identified as priority intersections.
- 5 of the 10 intersections (50%) the City specifically wanted to focus on are signalized.
- 9 of the 10 intersections (90%) the City specifically wanted to focus on are located on either a major or secondary road in the City. These roads include: Washington Boulevard (3), Whittier Boulevard (1), Beverly Boulevard (1), Montebello Boulevard (1), Telegraph Road (1), Wilcox Avenue (1), Greenwood Avenue (1), and Lincoln Avenue (1).
- 1 intersection (10%) has at least 2 major or secondary roads intersecting, 7 (70%) have a major or secondary road intersecting with a collector or residential street, 1 (10%) has at least 2 collectors intersecting, and 1 (10%) intersects with a freeway ramp (I-5).

NEXT STEPS

The findings presented above will be discussed, reviewed, and confirmed with City of Montebello staff and the Project Management Team. The findings will be used to develop countermeasure profiles for the most relevant safety treatments for the City based on identified crash risk and common crash patterns and trends. This analysis will also be used to determine the locations and projects most likely to provide the greatest potential crash reduction. Project scopes, concept designs, and planning-level cost estimates will be developed for the locations and projects considered to be most competitive for funding and most likely to improve roadway safety within the City of Montebello.



Attachment A: Other Crash Data Visuals

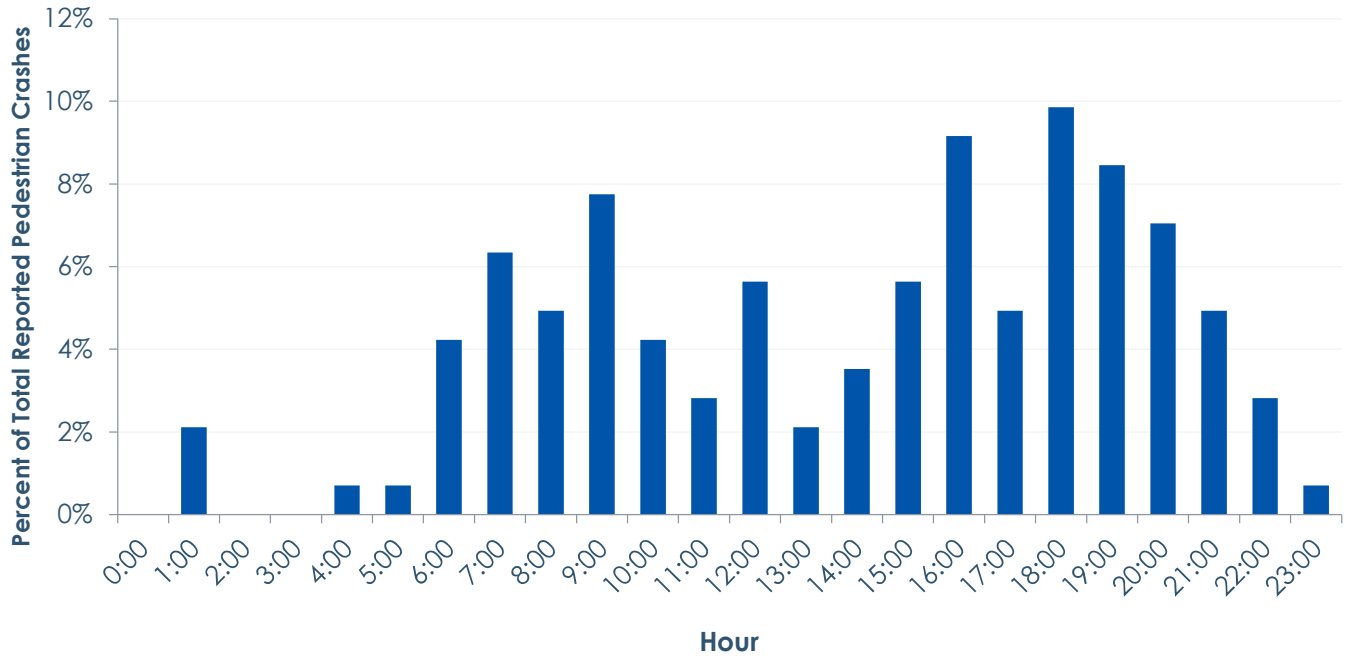
The charts in this attachment summarize additional crash data completed but not found to provide definitive information for informing next steps of the SSAR. These data summaries can potentially be helpful when looking to apply countermeasures that may target specific crash factors or for responding to inquiries on the data.

Data provided in this attachment include the following:

- Pedestrian Crashes by Hour of Day
- Crashes by Day of Week
- Crashes by Month
- Reported Race/Ethnicity of Parties Involved in Crashes
- Broadside Crashes by Primary Crash Factor
- Rear End Crashes by Primary Crash Factor
- Sideswipe Crashes by Primary Crash Factor

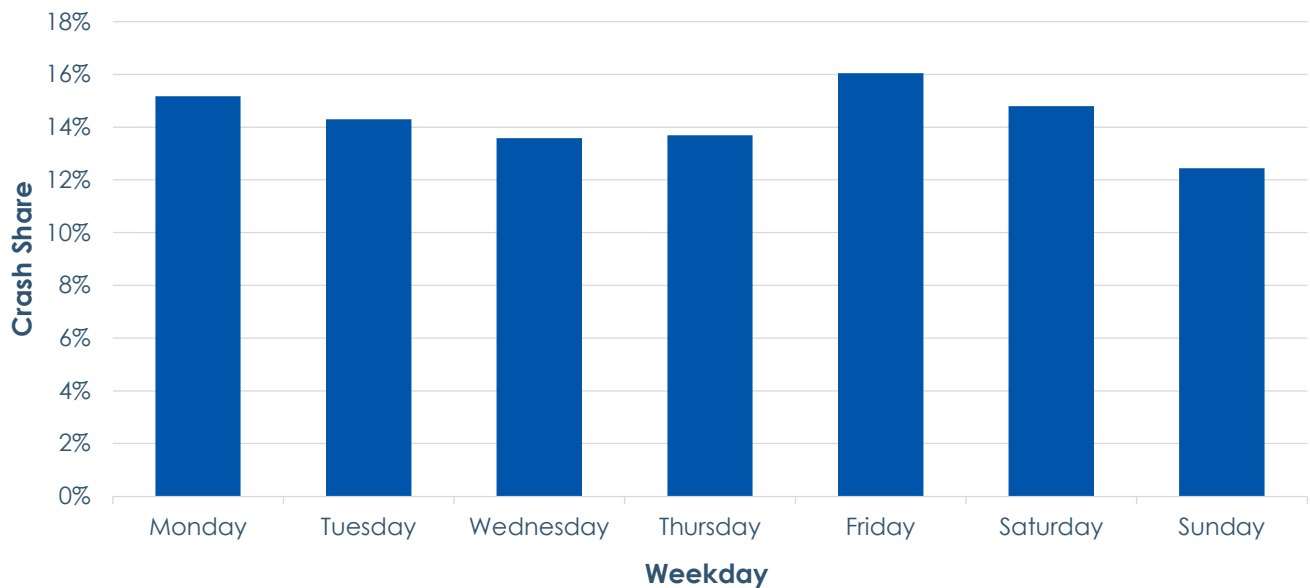


Figure 19: Pedestrian Crashes by Hour of Day



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

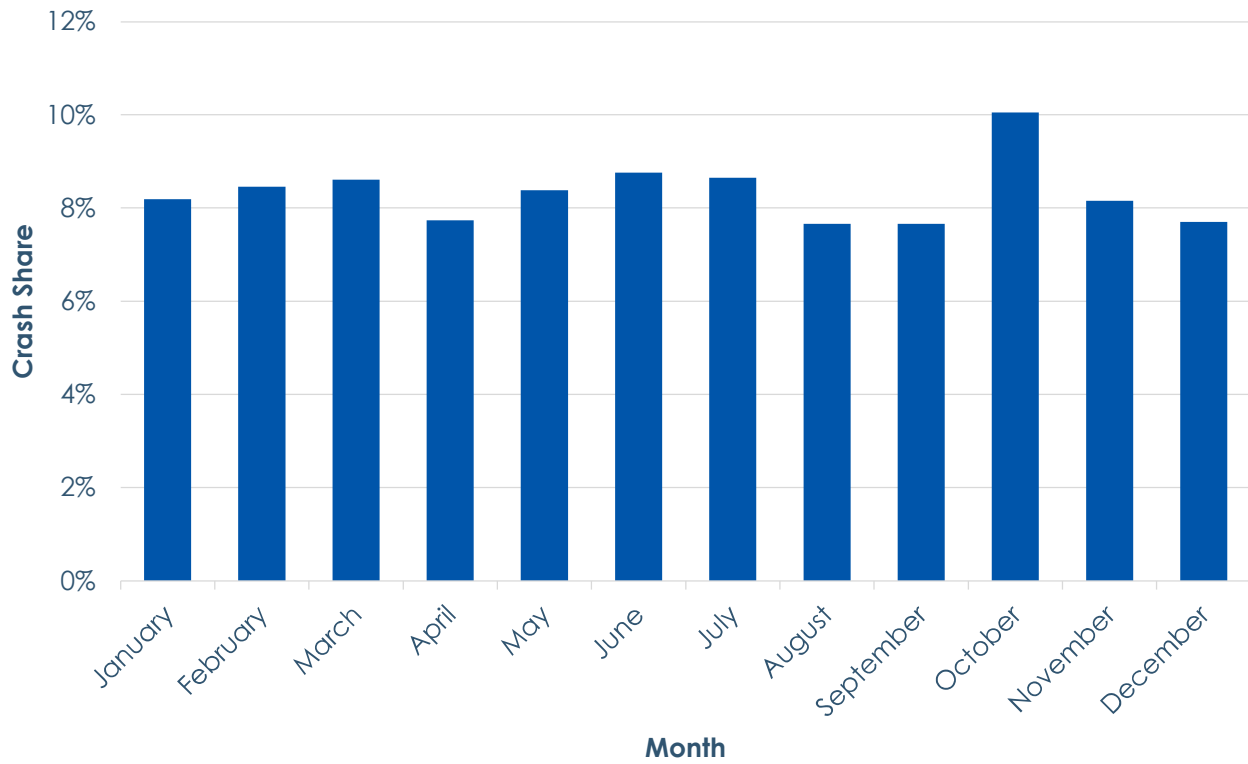
Figure 20: Crashes by Day of Week



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

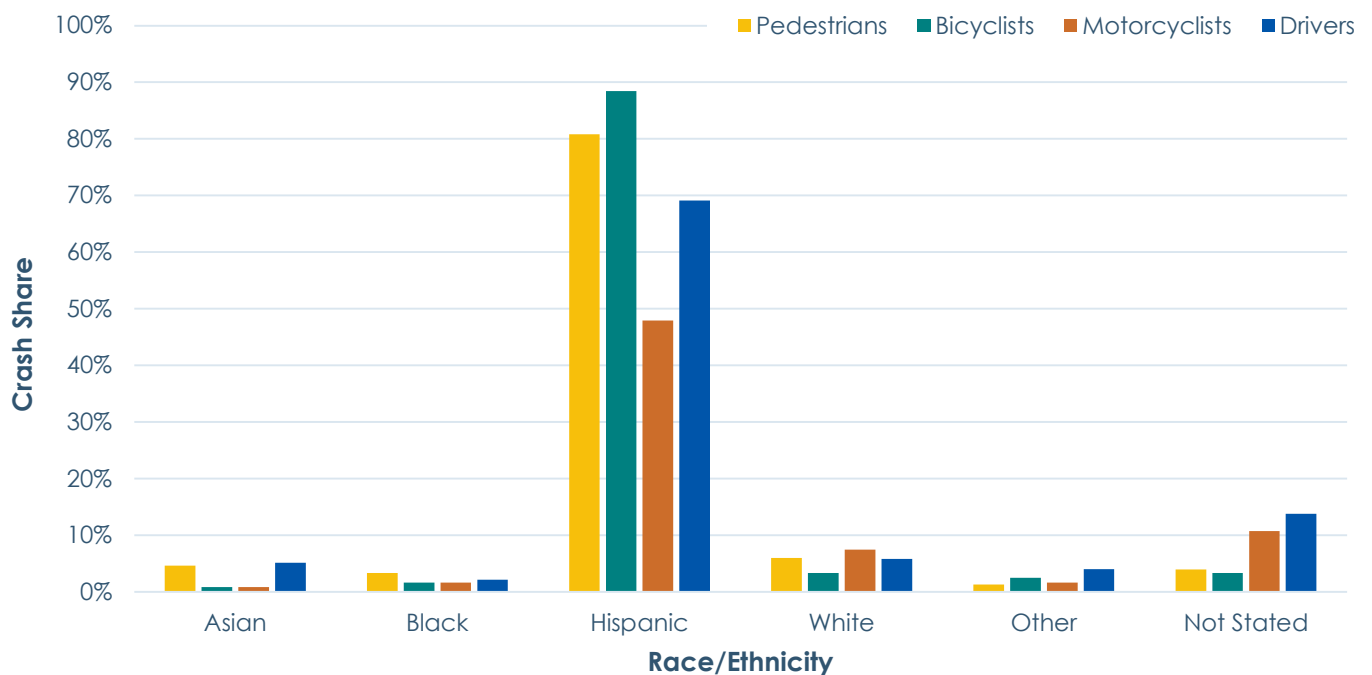


Figure 21: Crashes by Month



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

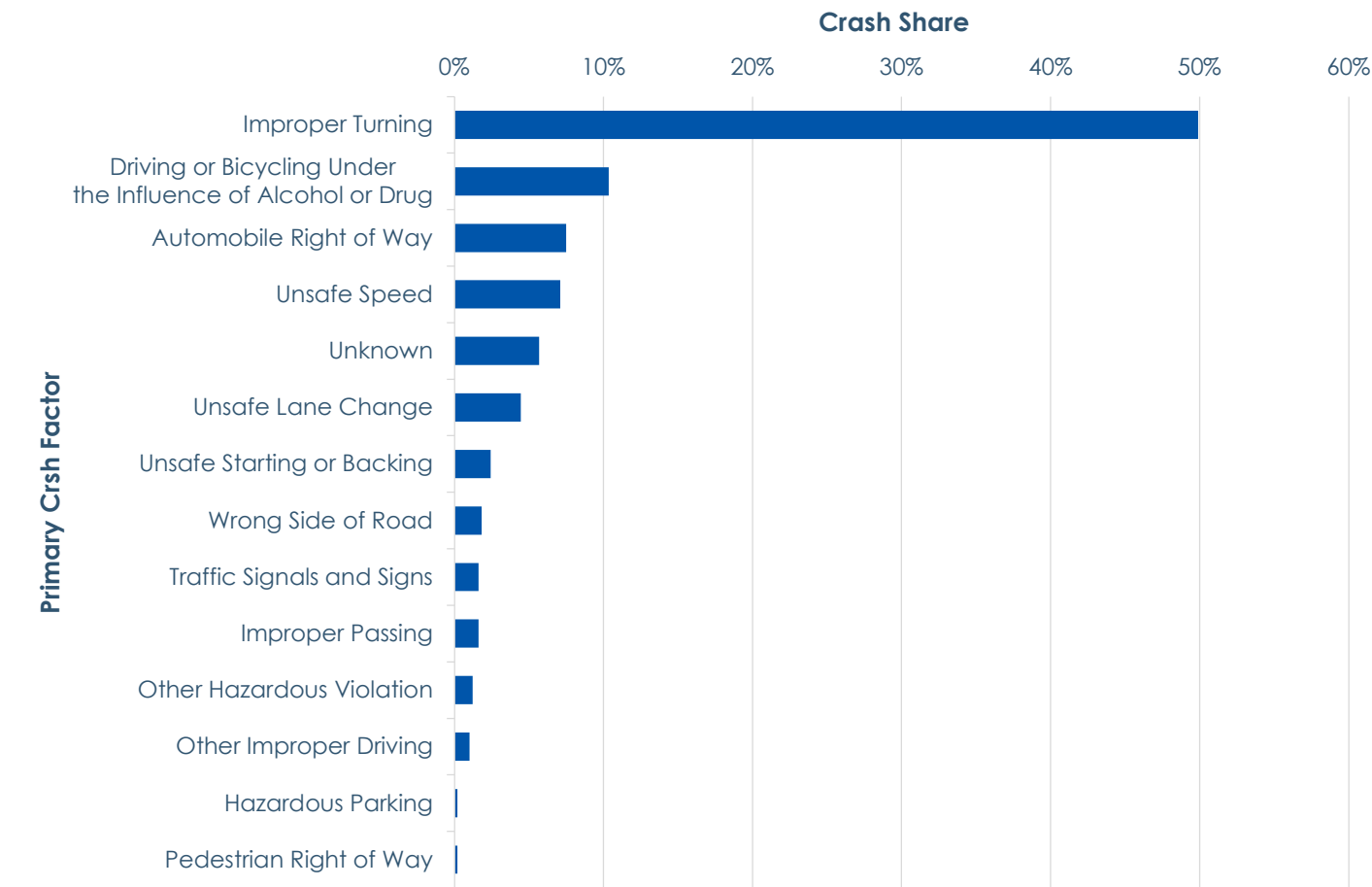
Figure 22: Reported Race/Ethnicity of Parties Involved in Crashes



Source: SWITRS, TIMS, compiled by Kittelson, 2022.



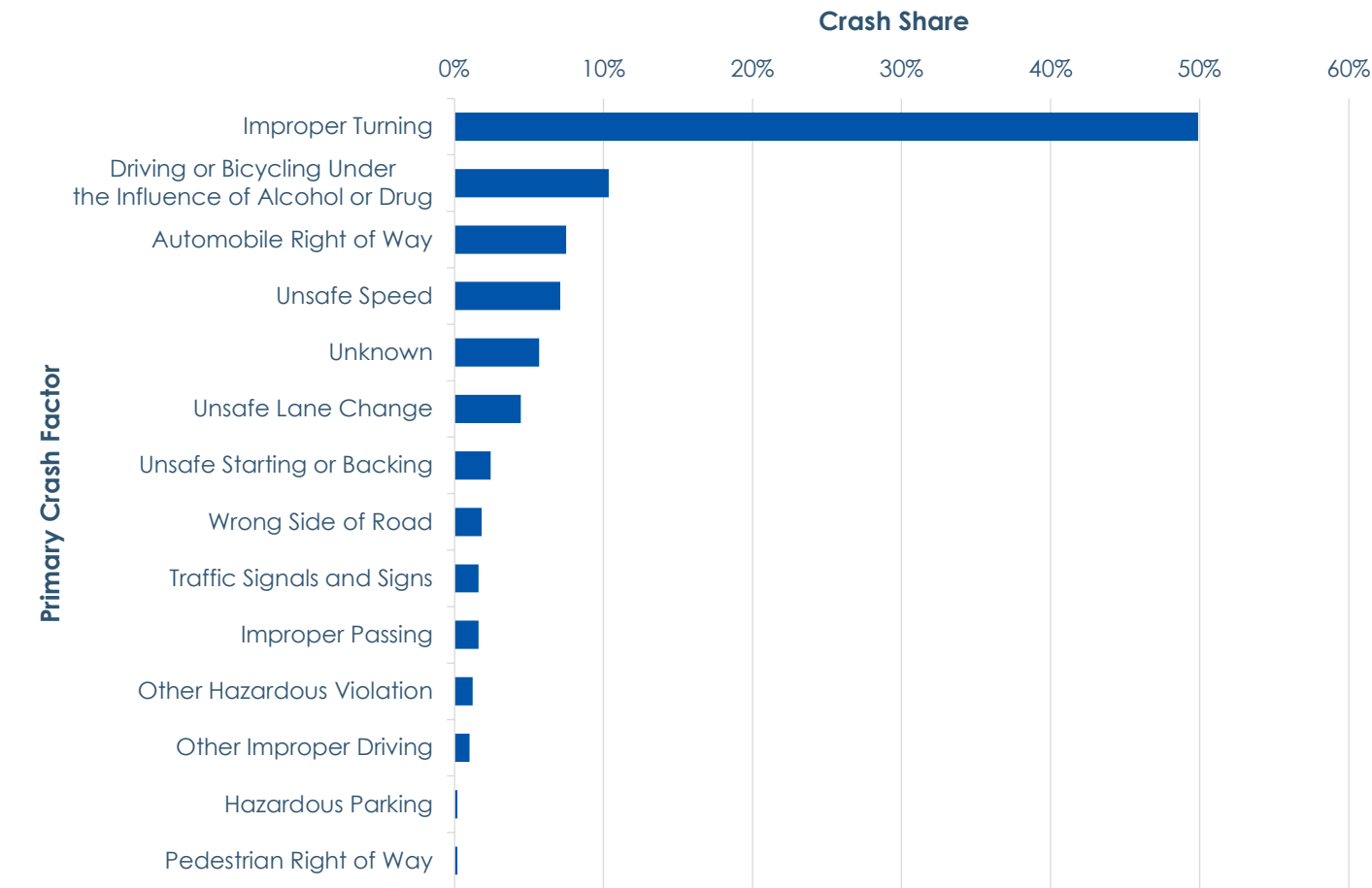
Figure 23: Broadside Crashes by Primary Crash Factor



Source: SWITRS, TIMS, compiled by Kittelson, 2022.



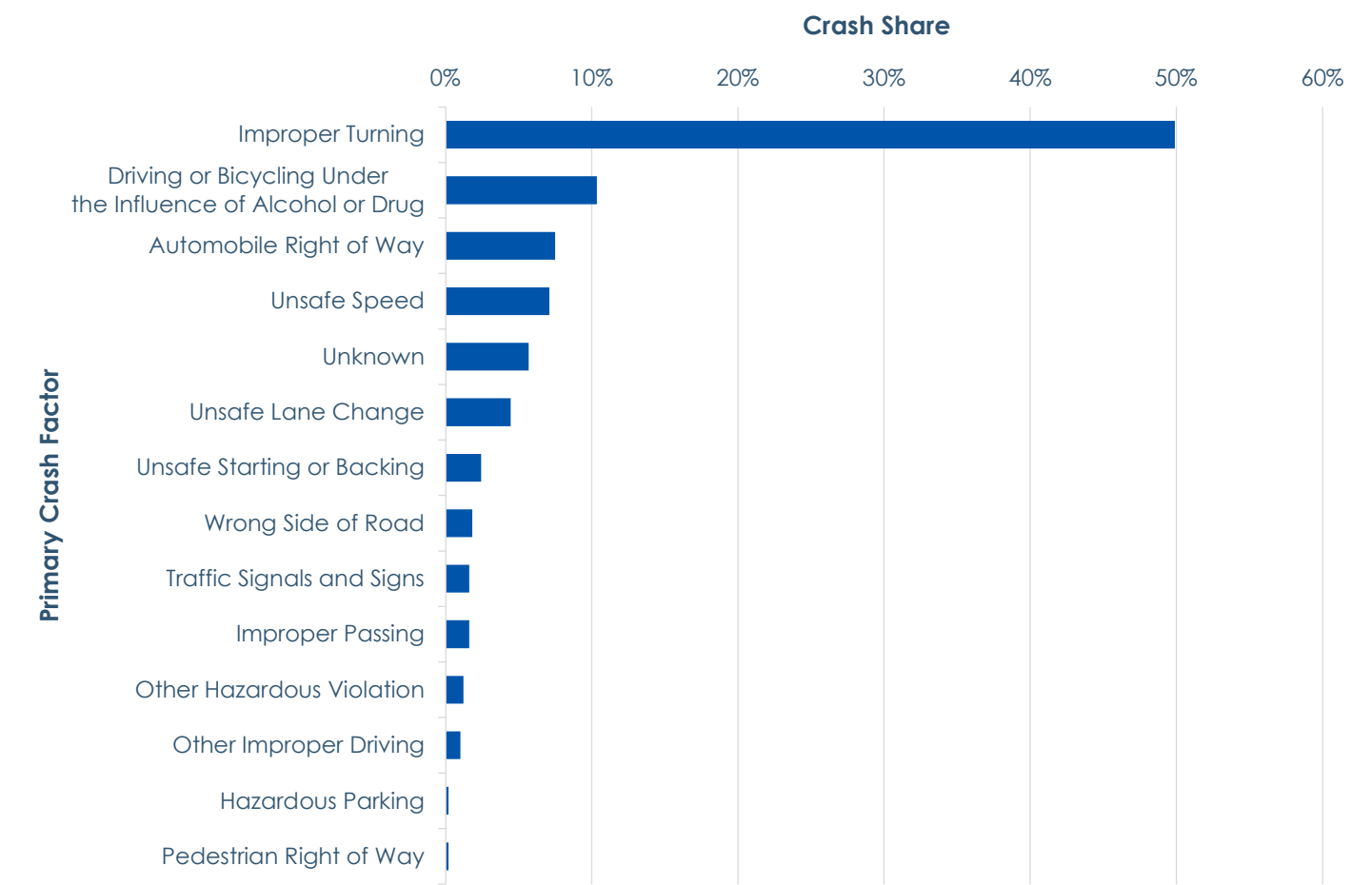
Figure 24: Rear End Crashes by Primary Crash Factor



Source: SWITRS, TIMS, compiled by Kittelson, 2022.



Figure 25: Sideswipe Crashes by Primary Crash Factor



Source: SWITRS, TIMS, compiled by Kittelson, 2022.

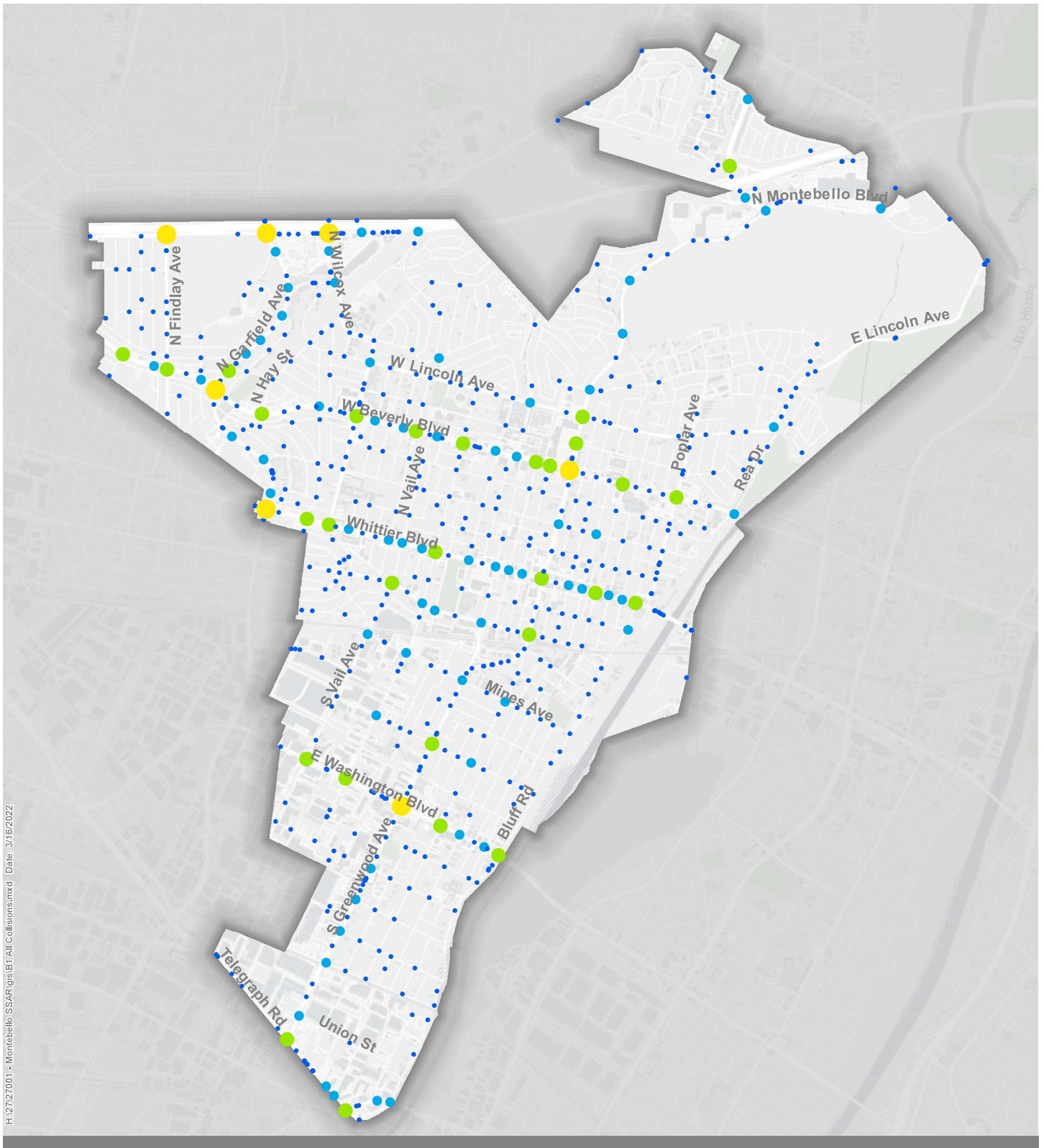


Attachment B: City of Montebello Staff Report (Sept 2018)

CITY OF MONTEBELLO

APPENDIX C: Collision Maps



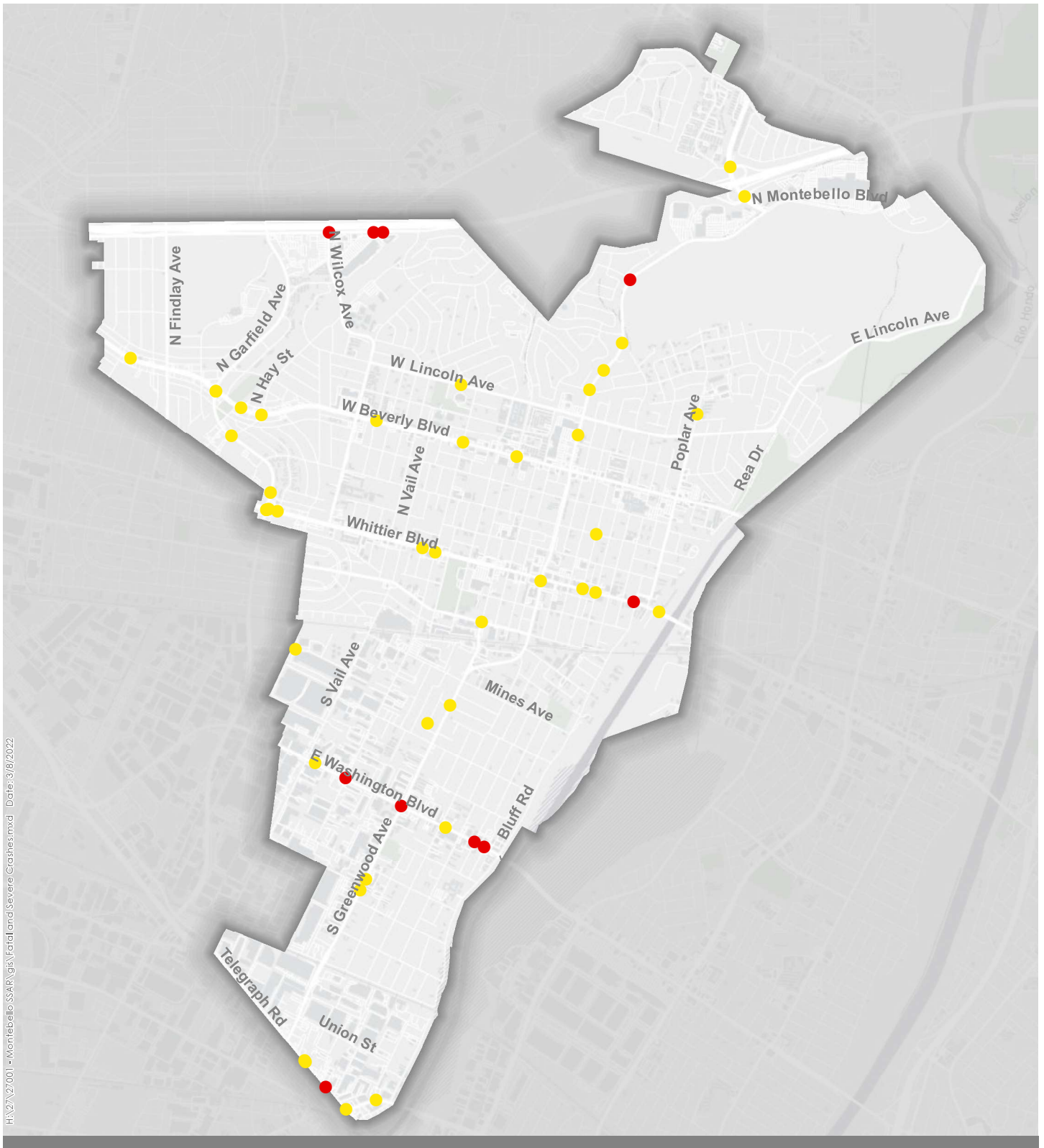


H:\27\27001 - Montebello SSAR\gis\B1\AllCollisions.mxd Date: 3/16/2022

Legend

- 1-6 Crashes
- 7-16 Crashes
- 17-34 Crashes
- 35+ Crashes





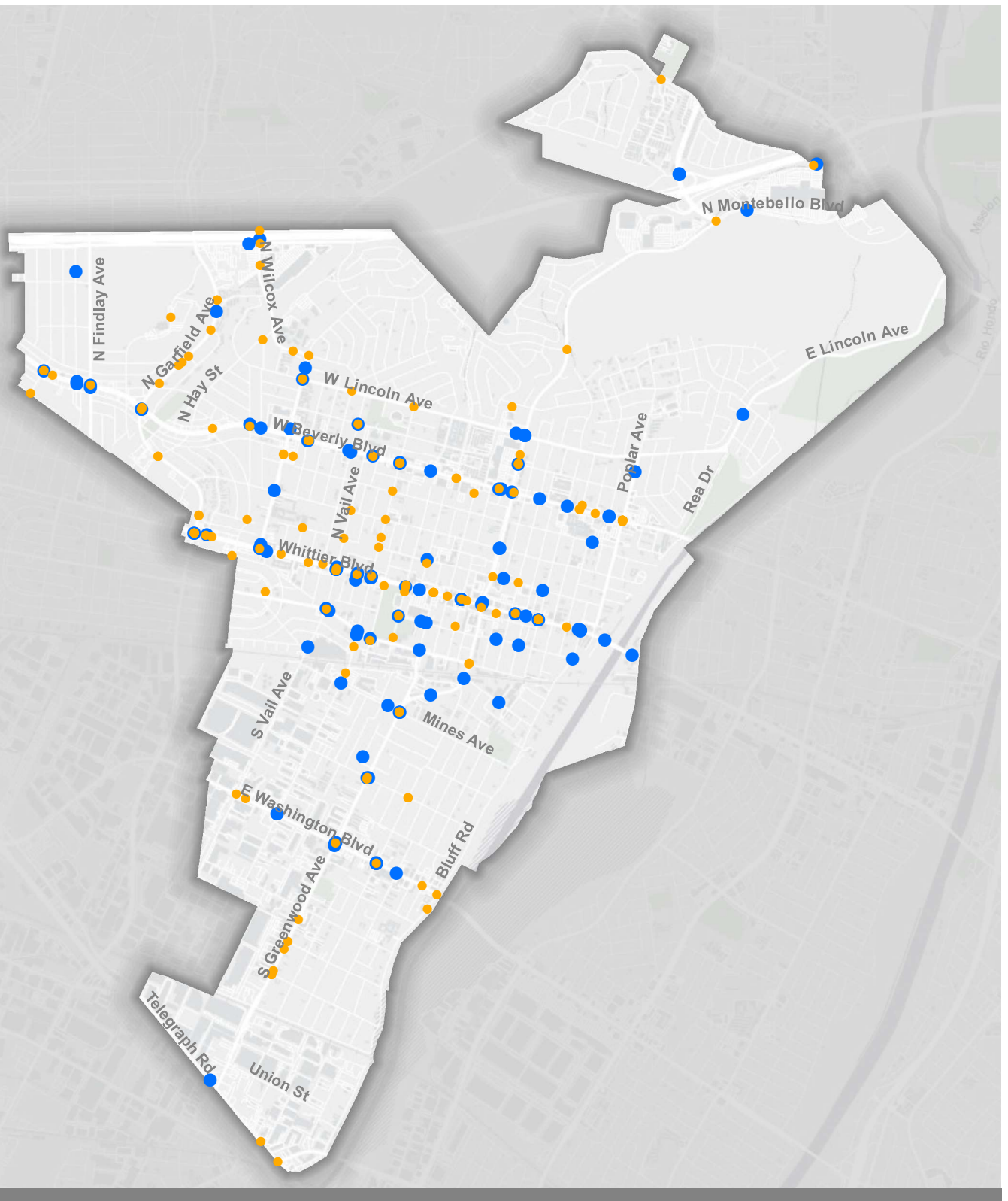
Crash Severity

- Fatal Crashes
- Severe Injury Crashes



Fatal and Severe Injury Crashes Montebello, CA

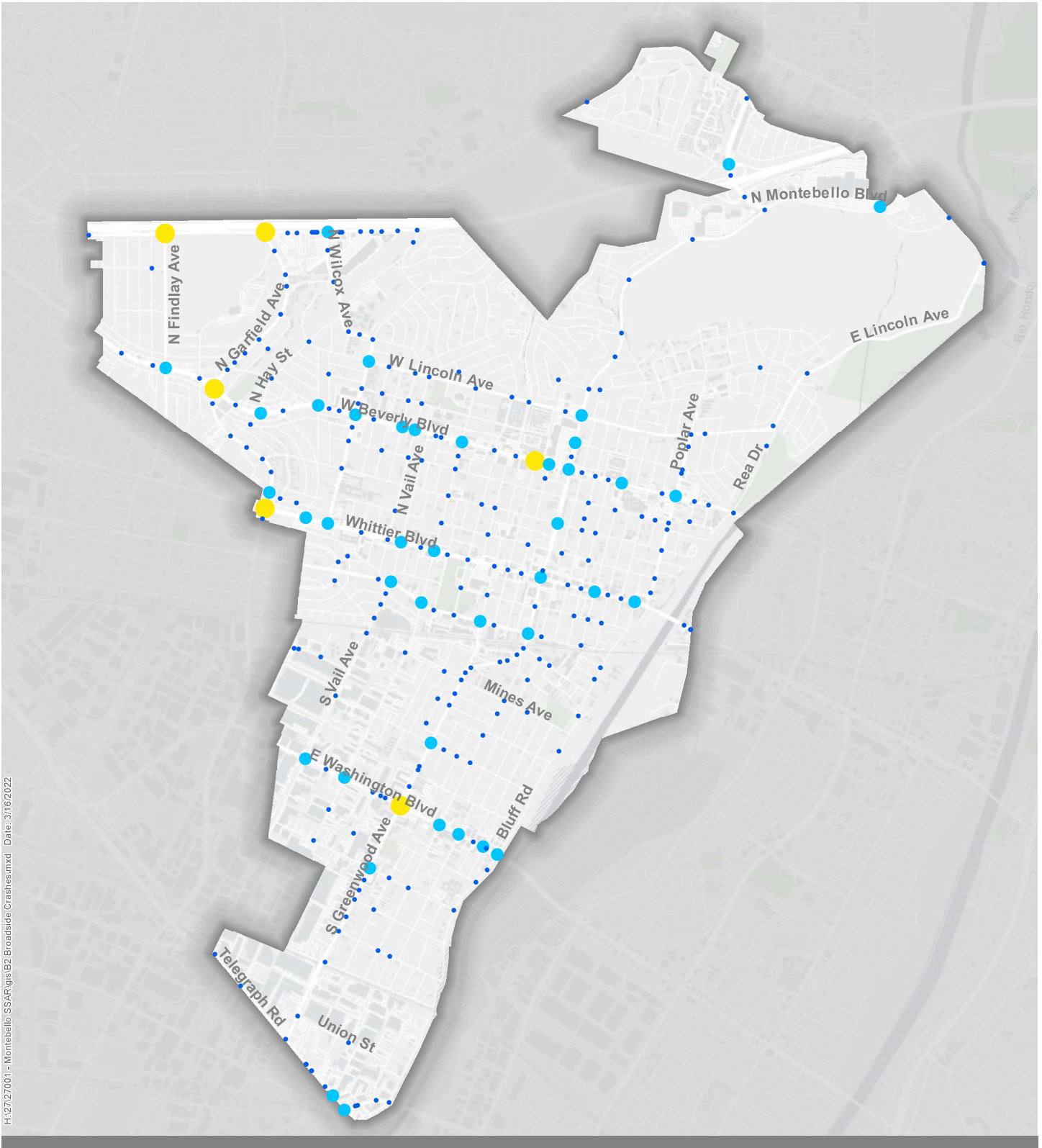
\\kittelson.com\fs1\Projects\27\27001 - Montebello SSAR\GIS\A2 Bicycle and Pedestrian Crashes.mxd Date: 3/16/2022



Party Involved

- Pedestrian Involved
- Bicycle Involved



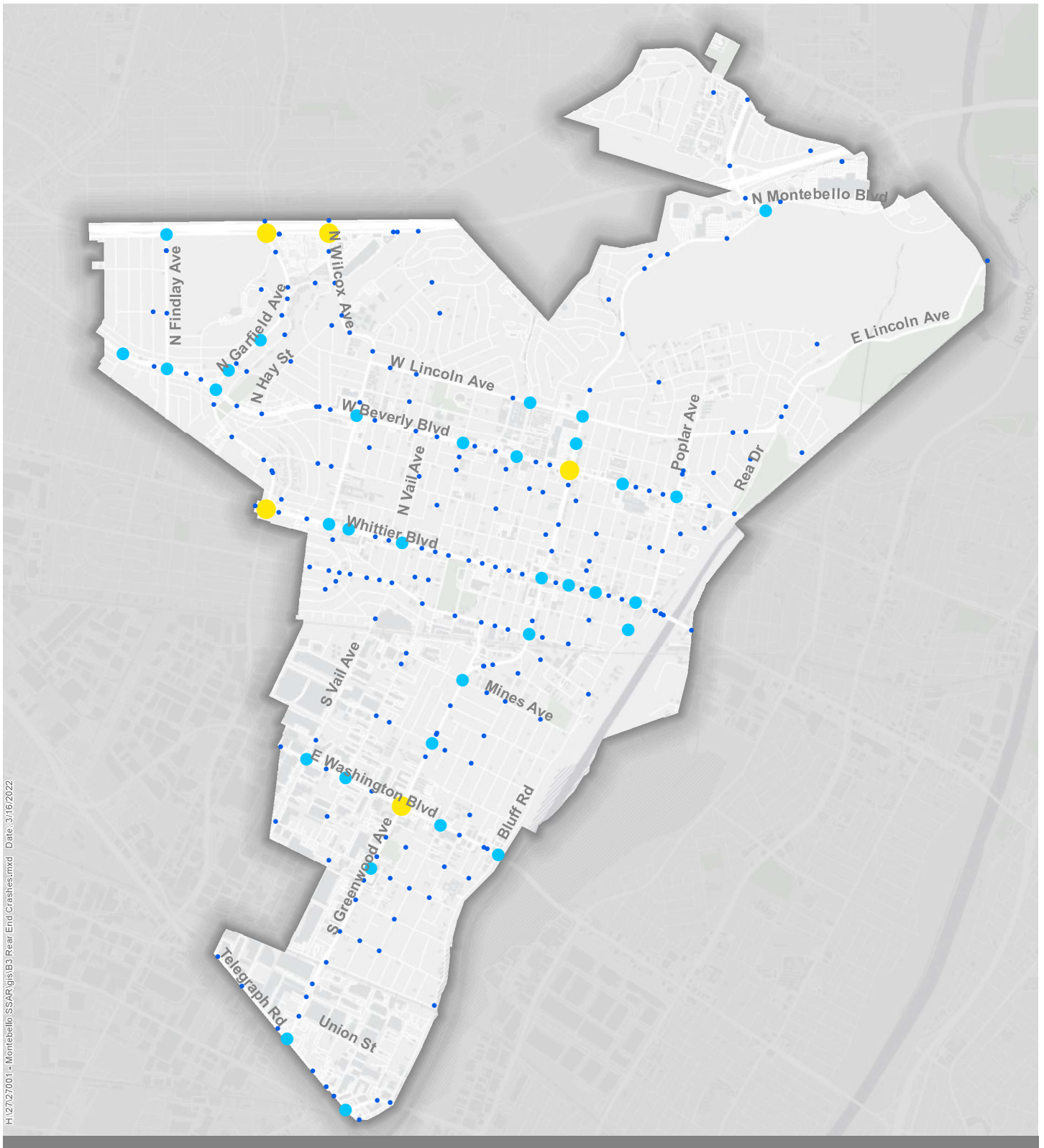


Legend

- 1-5 Crashes
- 6-14 Crashes
- 15+ Crashes



**Total Crashes by Collision Type
Broadside
Montebello, CA**



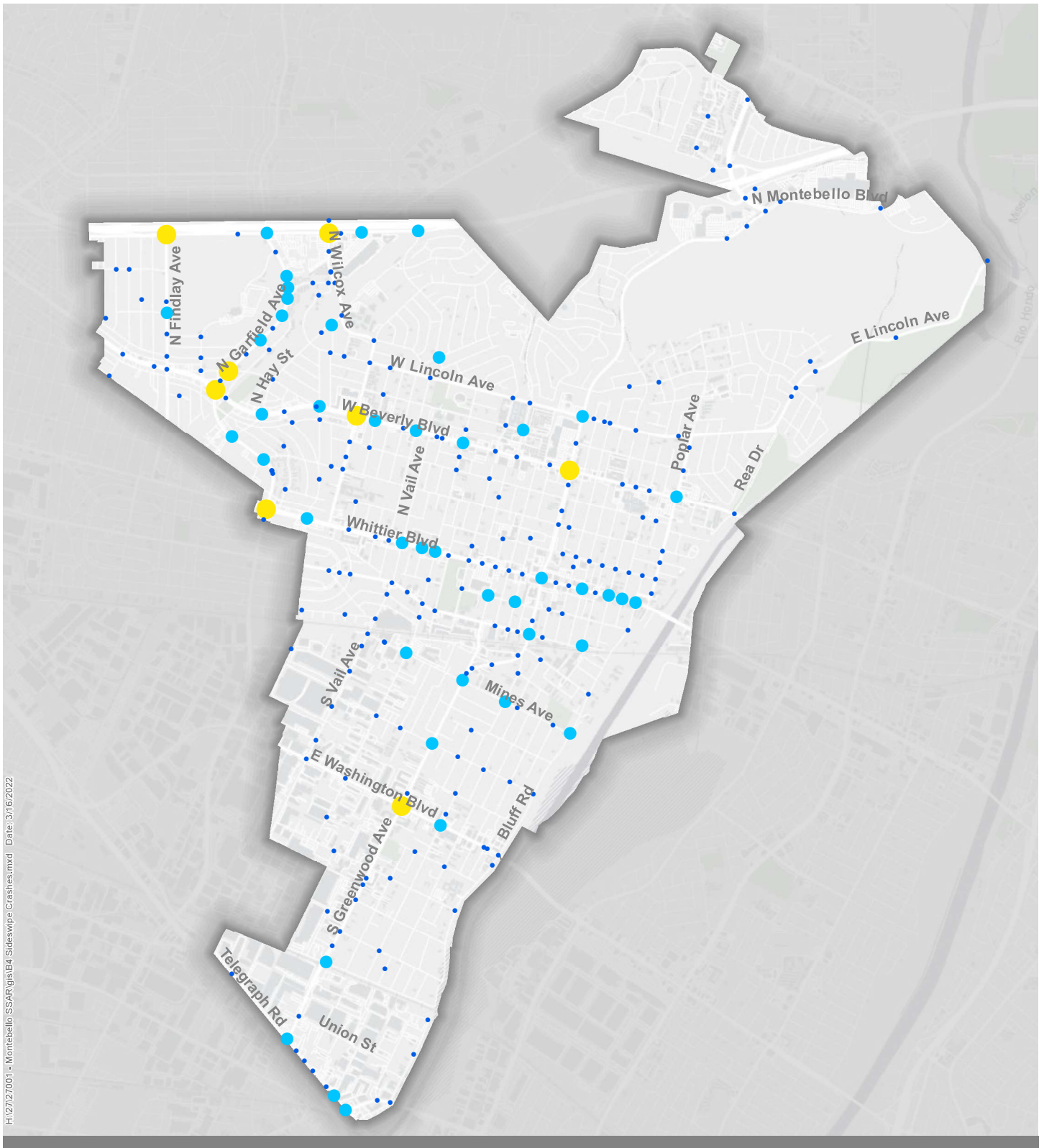
H:\27\27001 - Montebello SSAR\gis\B3 Rear End Crashes.mxd Date: 3/16/2022

Legend

- 1-3 Crashes
- 4-10 Crashes
- 11+ Crashes



Total Crashes by Collision Type
Rear End
Montebello, CA

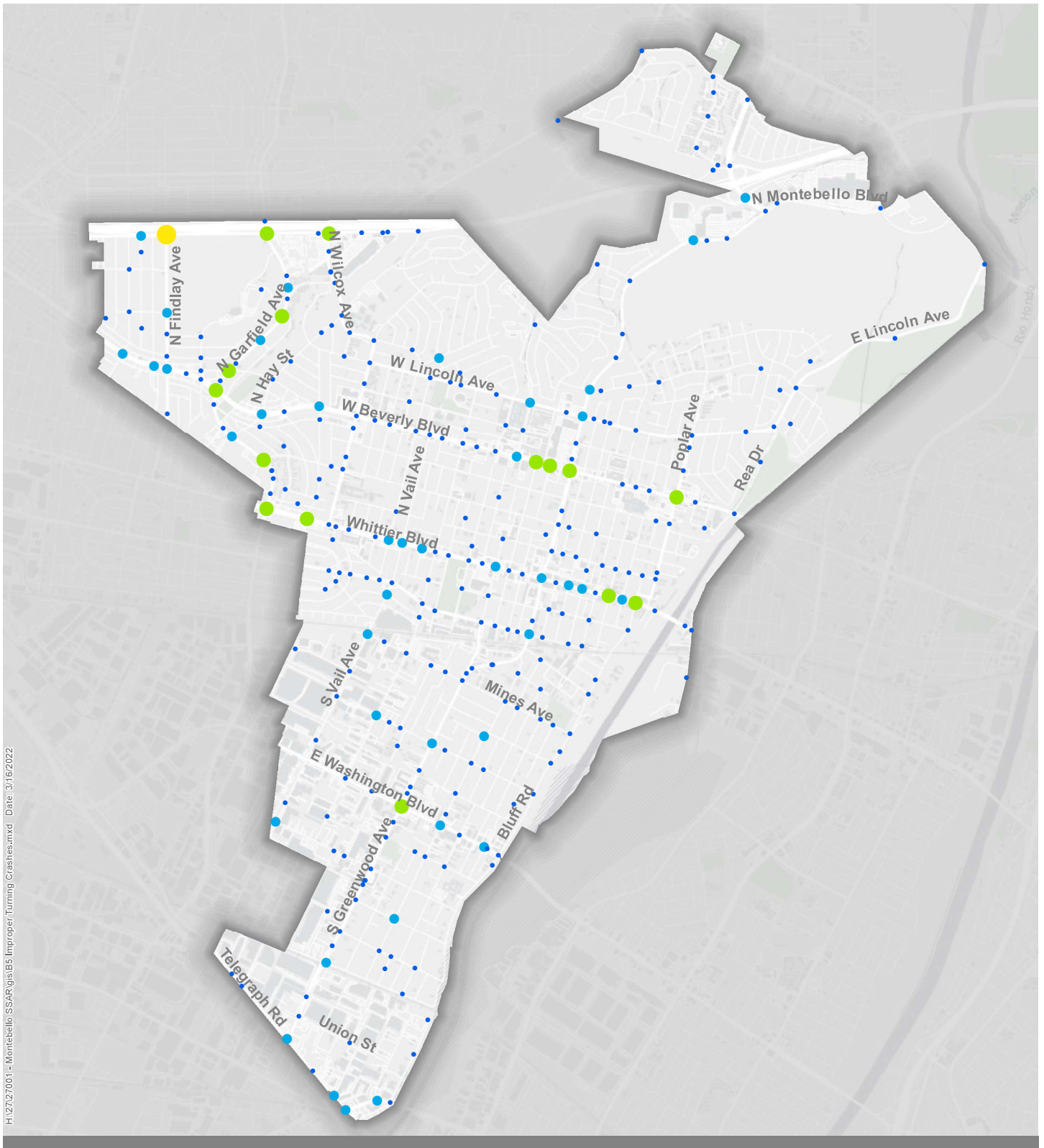


Legend

- 1-2 Crashes
- 3-6 Crashes
- 7+ Crashes



Total Crashes by Collision Type
Sideswipe
Montebello, CA

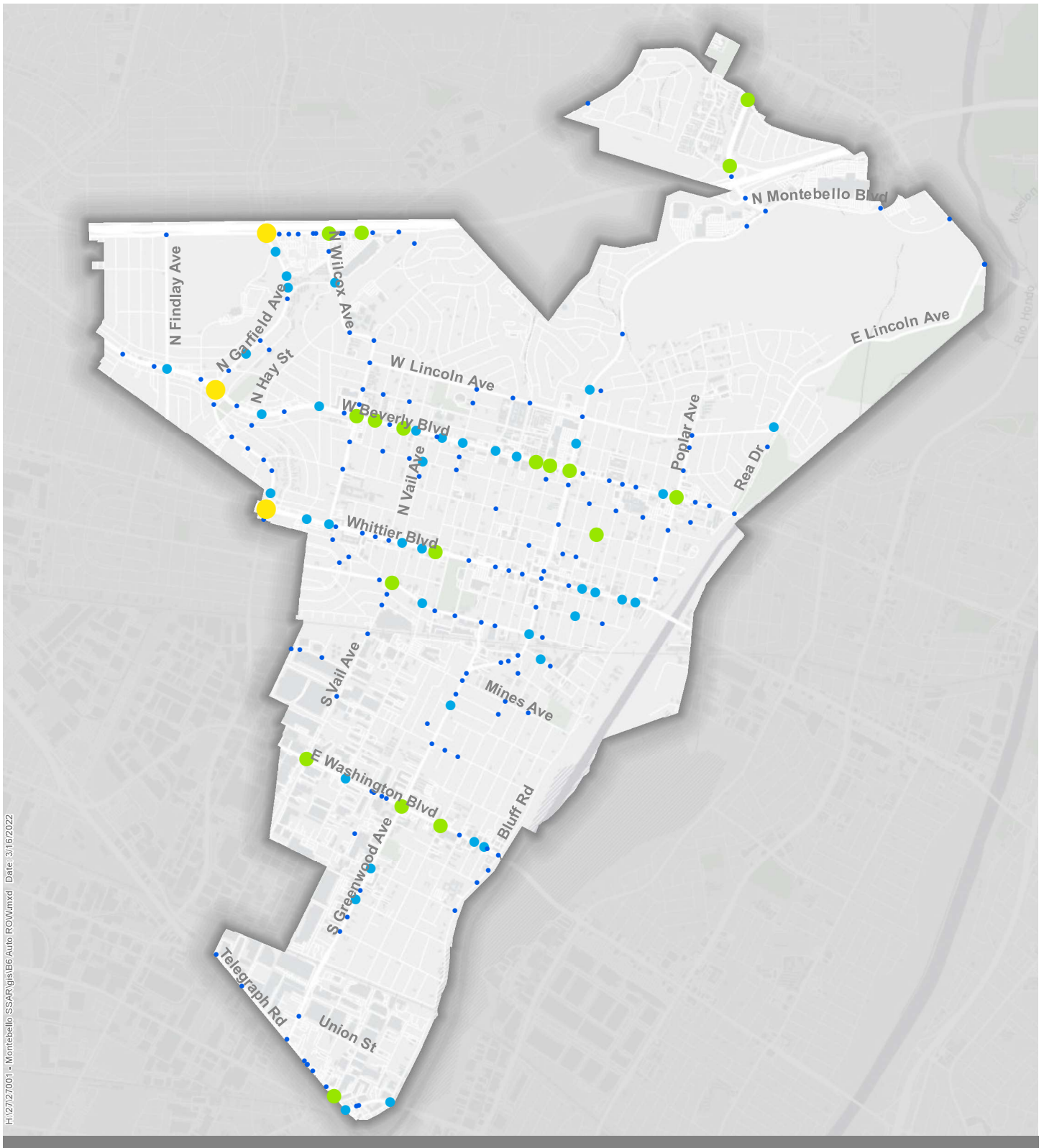


H:\27\27001 - Montebello SSAR\gis\B5 Improper Turning Crashes.mxd Date: 3/16/2022

Legend

- 1-2 Crashes
- 3-5 Crashes
- 6-13 Crashes
- 14+ Crashes





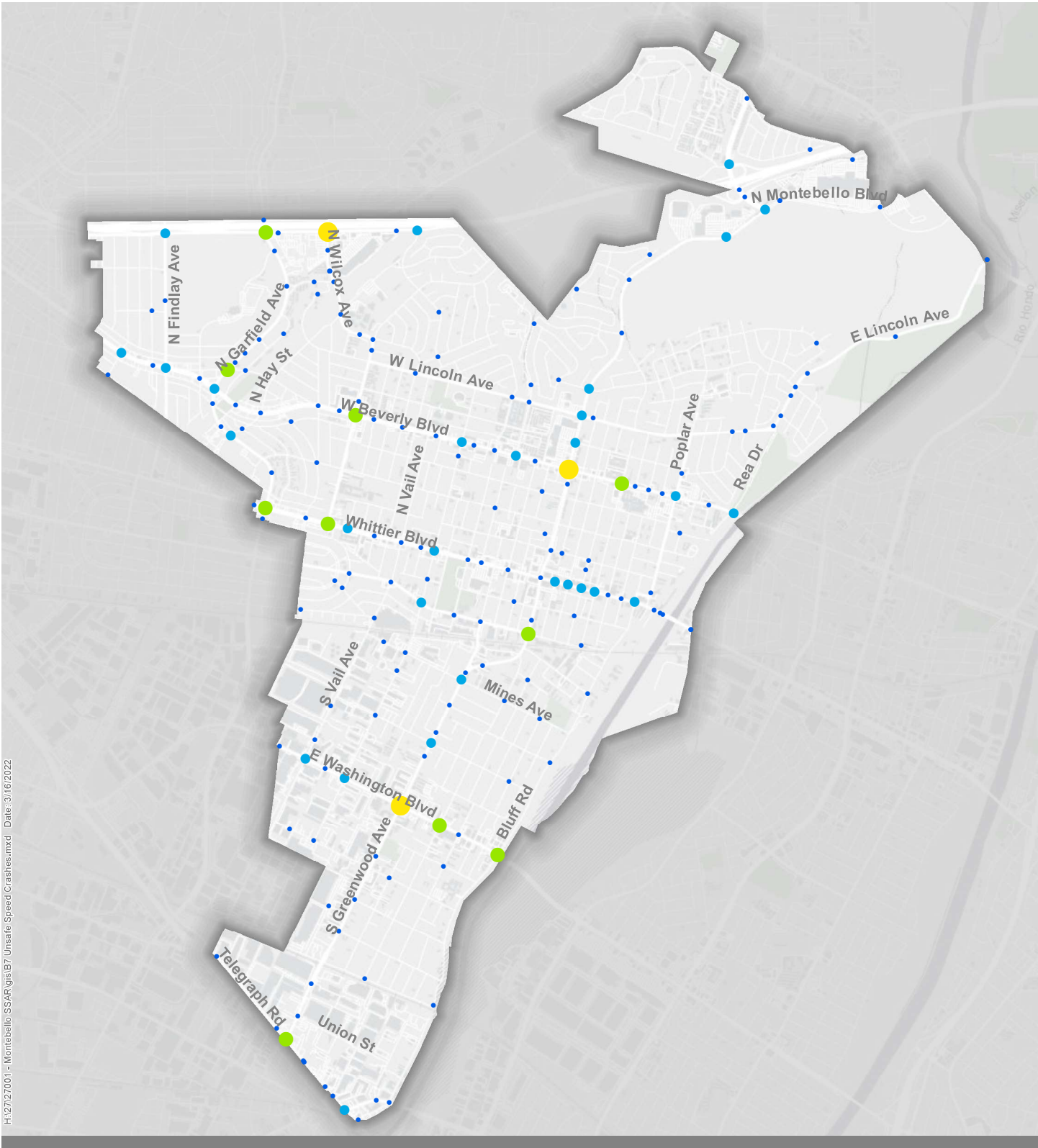
H:\27\27001 - Montebello SSAR\gis\B6\Auto ROW\mxd Date: 3/16/2022

Legend

- 1-2 Crashes
- 3-5 Crashes
- 6-11 Crashes
- 12+ Crashes



**Total Crashes by PCF
Automobile Right of Way
Montebello, CA**



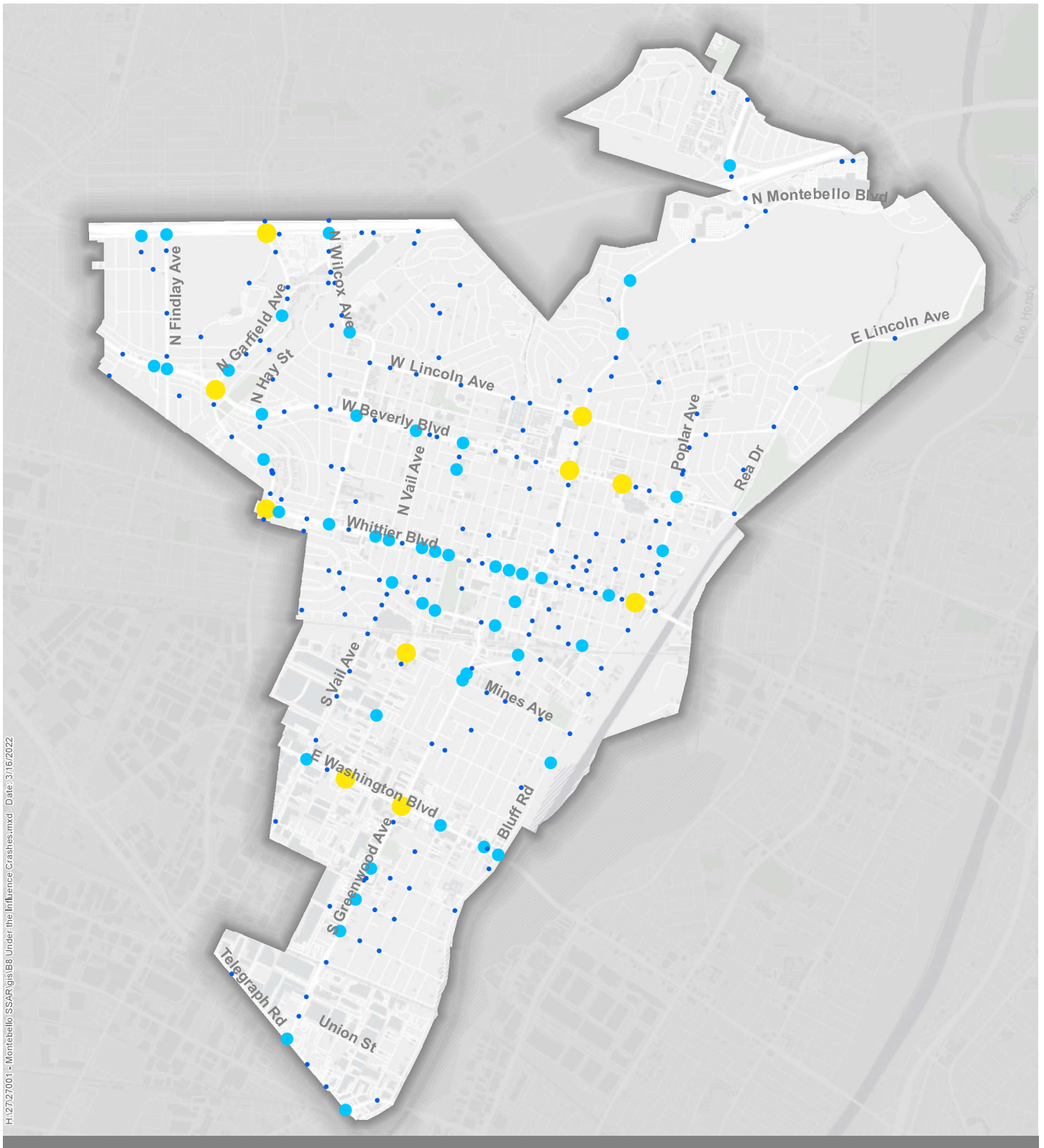
H:\27\27001 - Montebello SSAR\gis\B7 Unsafe Speed Crashes.mxd Date: 3/16/2022

Legend

- 1-2 Crashes
- 3-5 Crashes
- 6-10 Crashes
- 11+ Crashes



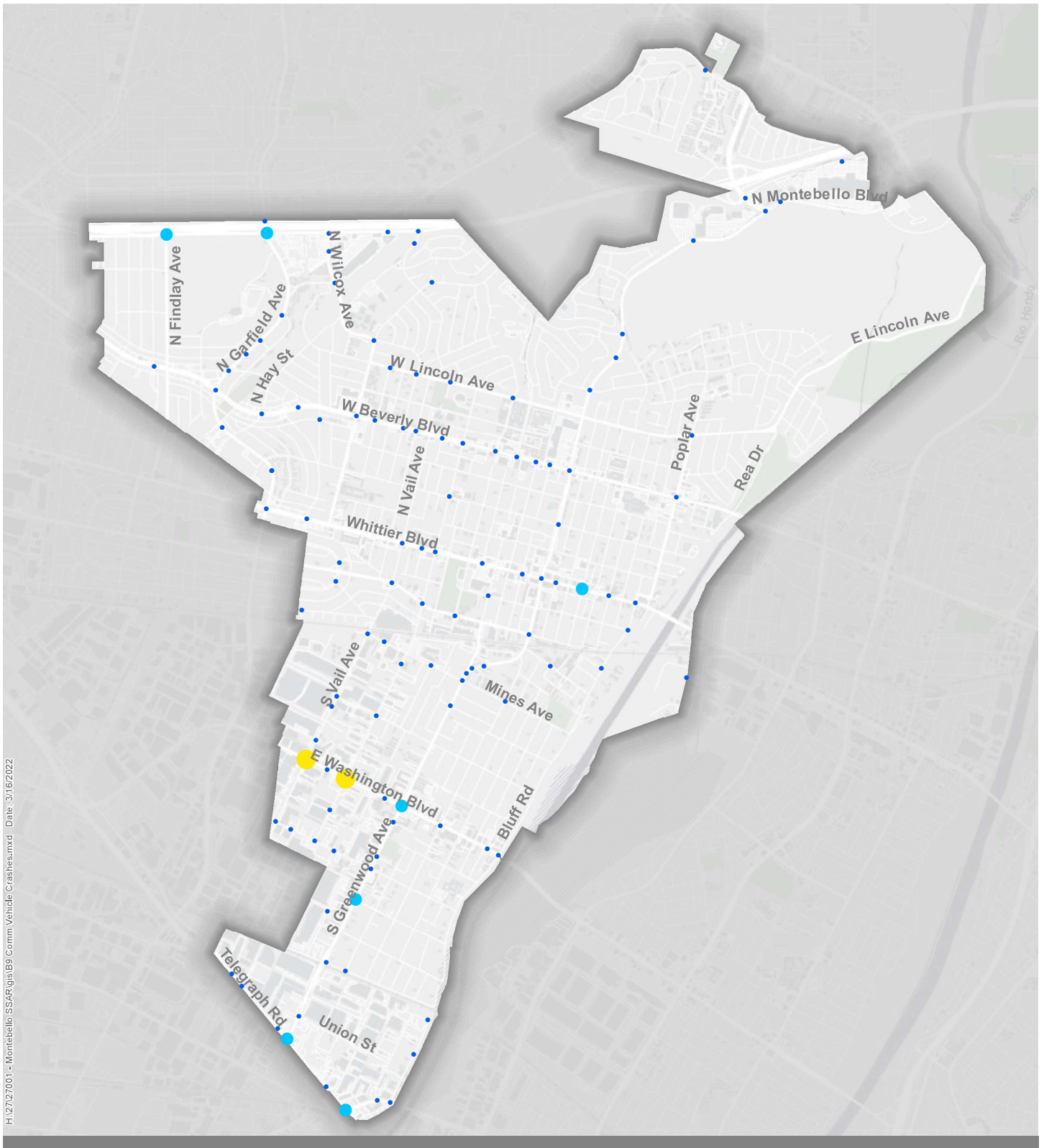
**Total Crashes by PCF
Unsafe Speed
Montebello, CA**



Legend

- 1-2 Crashes
- 3-5 Crashes
- 6+ Crashes

**Total Crashes by Party Condition
Impaired
Montebello, CA**



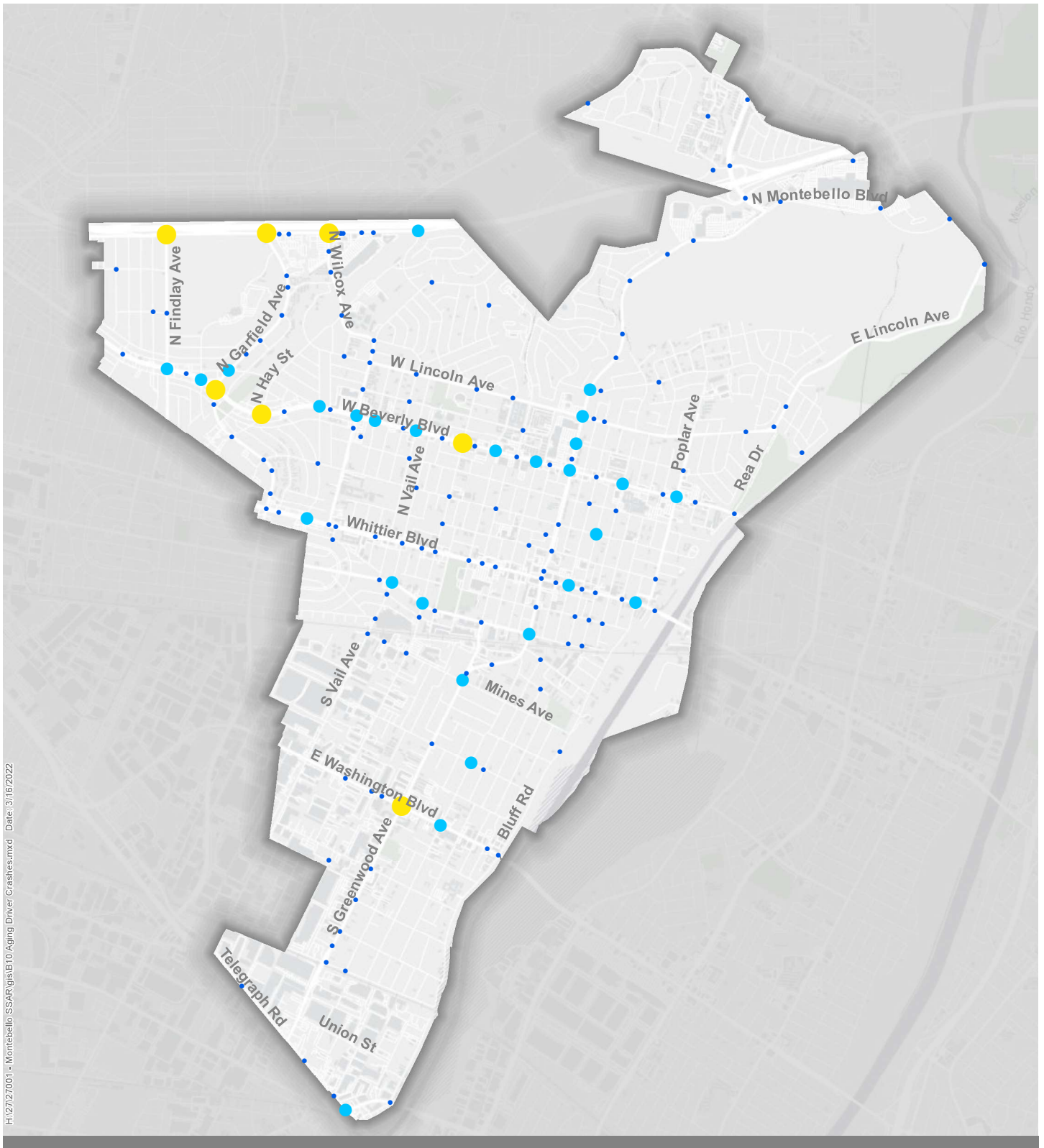
H:\27\27001 - Montebello SSAR\gis\B9 Comm Vehicle Crashes.mxd Date: 3/16/2022

Legend

- 1-2 Crashes
- 3-5 Crashes
- 6+ Crashes



**Total Crashes Involving
Commercial Vehicles
Montebello, CA**



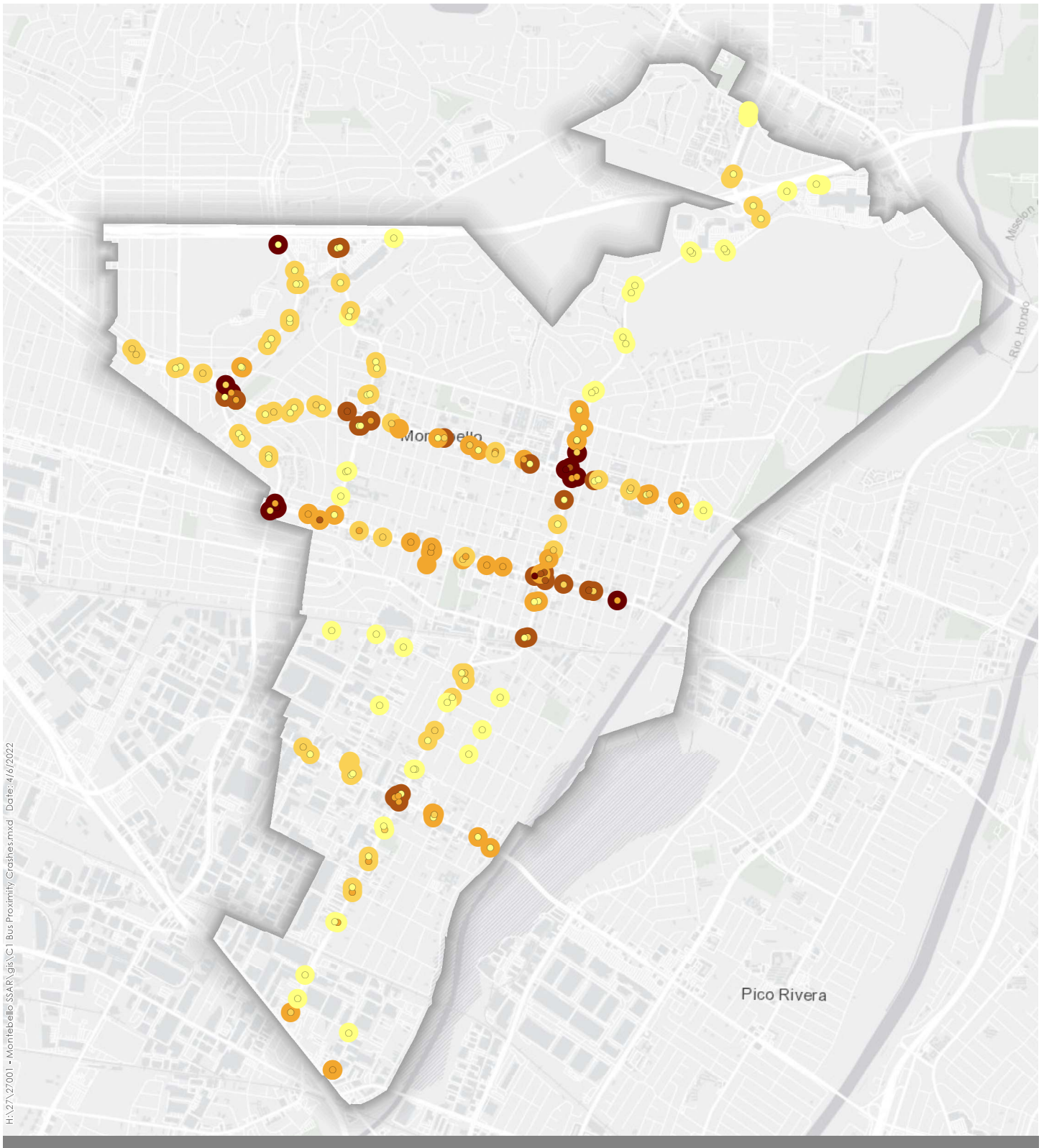
H:\27\27001 - Montebello SSAR\gis\B10 Aging Driver Crashes.mxd Date: 3/16/2022

Legend

- 1-2 Crashes
- 3-6 Crashes
- 7+ Crashes



**Total Crashes Involving
Aging Drivers (65+)
Montebello, CA**



H:\27\27001 - Montebello SSAP\GIS\C1 Bus Proximity Crashes.mxd Date: 4/6/2022

Legend

Ridership

1 - 438

439 - 1143



1144 - 2529

2530 - 4135

4136 - 8891

Crashes

2 - 19

20 - 36

37 - 51

52 - 69

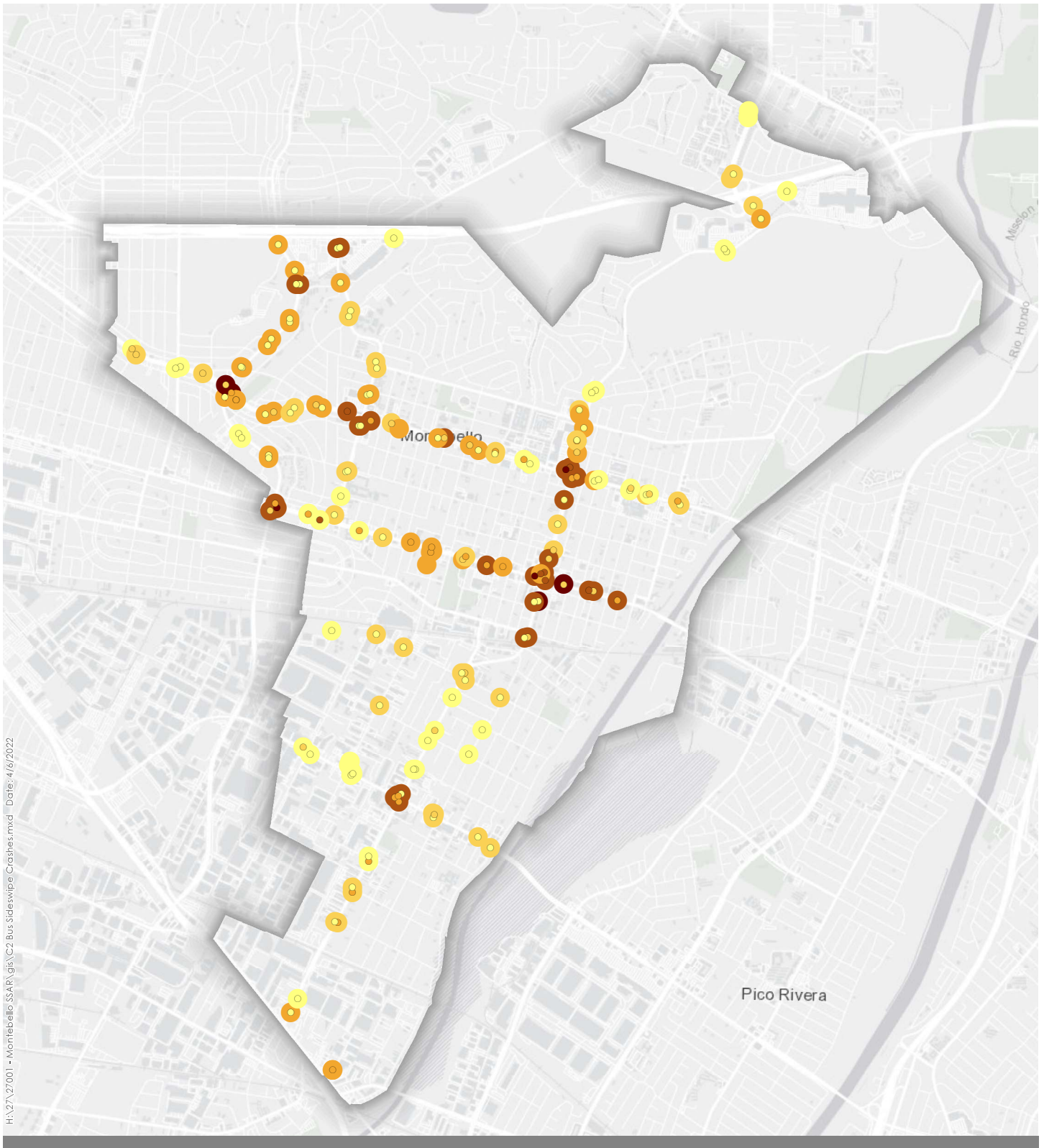
70 - 95



0 3,600 Feet



**All Crashes
within 1/8 mile from a Bus Stop
Montebello, CA**



H:\27\27001 - Montebello SSAR\gis\C2 Bus Sideswipe Crashes.mxd Date: 4/6/2022

Legend

Ridership

1 - 466

467 - 1142

1143 - 2528

2529 - 4134

4135 - 8891

Crashes

1 - 3

4 - 6

7 - 10

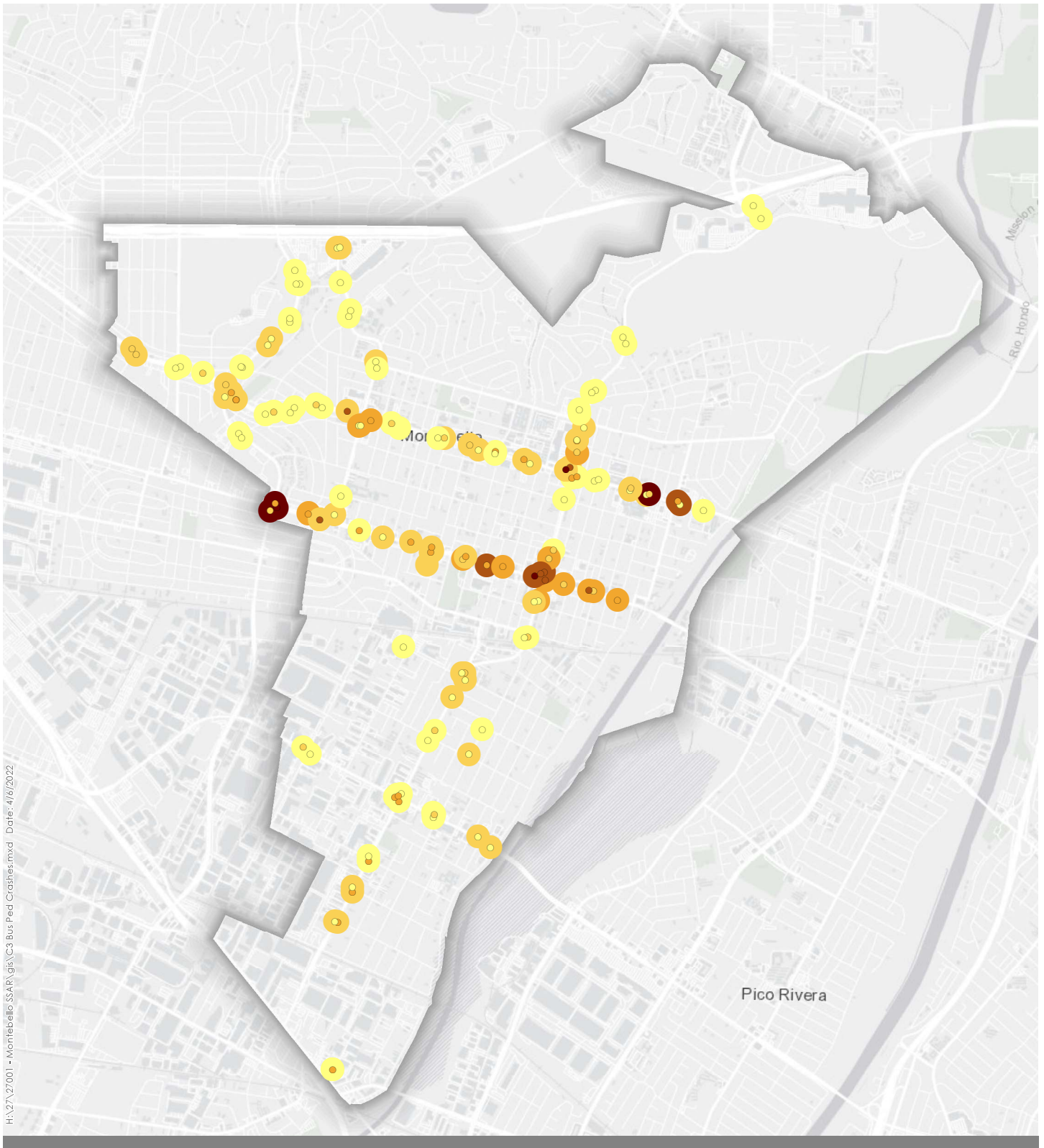
11 - 14

15 - 18

0 3,600 Feet



**Sideswipe Crashes
within 1/8 mile from a Bus Stop
Montebello, CA**



H:\27\27001 - Montebello SSAR\GIS\C3 Bus Ped Crashes.mxd Date: 4/6/2022

Legend

Ridership

5 - 466

467 - 1142

1143 - 2528

2529 - 4134

4135 - 8891

Crashes

1 - 2

3 - 4

5 - 6

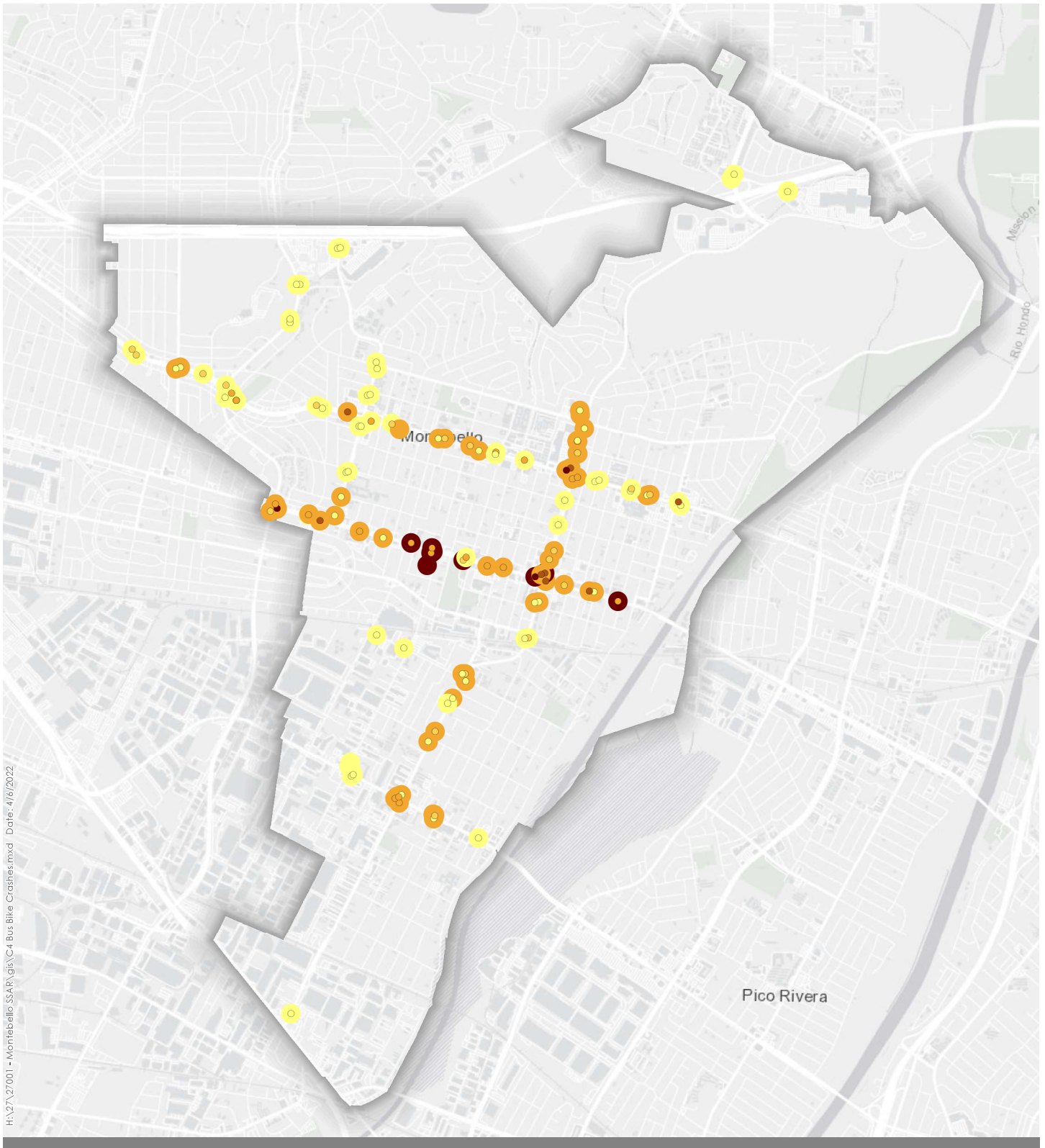
7 - 8

9 - 10

0 3,600 Feet



**Pedestrian Crashes
within 1/8 mile from a Bus Stop
Montebello, CA**

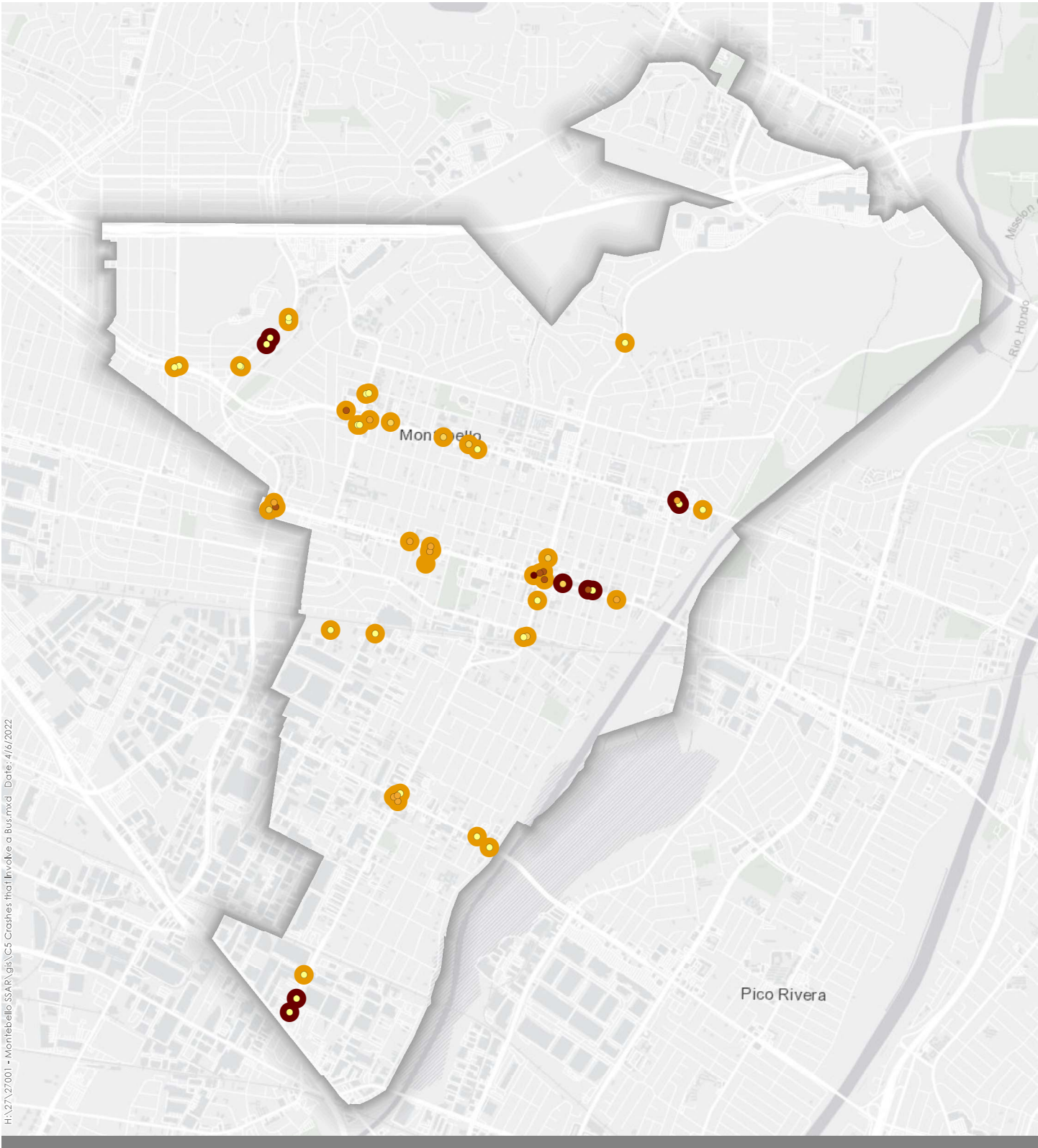


Legend

Ridership		Crashes	
● 1 - 510	● 1143 - 2234	● 1 - 2	● 3 - 5
● 511 - 1142	● 2235 - 4134	● 6 - 9	
	● 4135 - 8891		



**Bicycle Crashes
within 1/8 mile from a Bus Stop
Montebello, CA**



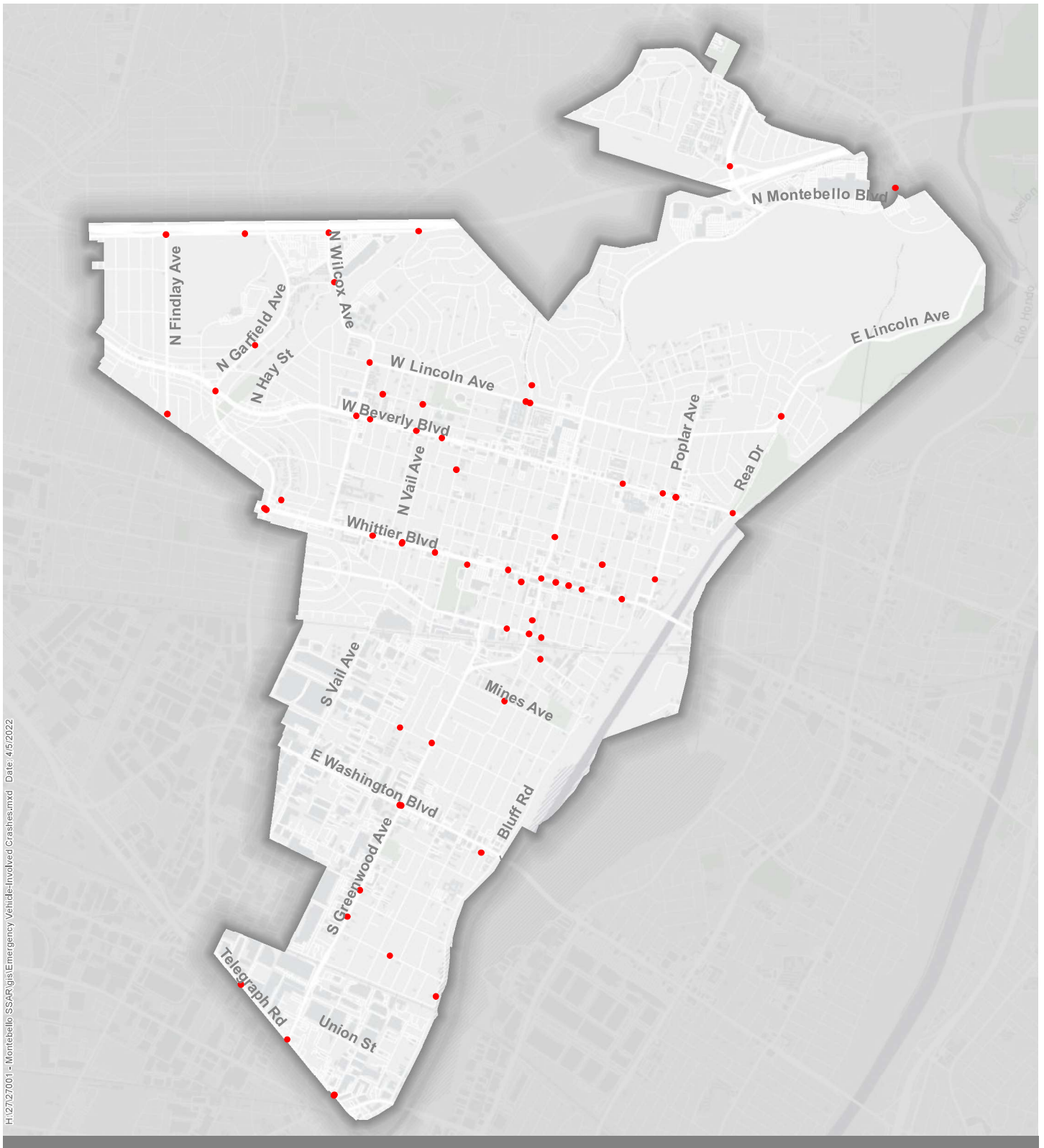
H:\27\27001 - Montebello SSAR\gis\C5 Crashes that Involve a Bus.mxd Date: 4/6/2022

Legend

Ridership		Crashes	
● 1 - 510	● 1140 - 2528	● 1	
● 511 - 1139	● 2529 - 5715	● 2	
	● 5716 - 8891		



Bus Crashes Montebello, CA



H:\27\27001 - Montebello SSAR\gis\Emergency Vehicle-Involved Crashes.mxd Date: 4/5/2022

Legend

- Crash Involving One or More Emergency Vehicles

Emergency Vehicle-Involved Crashes Montebello, CA

CITY OF MONTEBELLO

APPENDIX D: Crash Severity Calculations



Location	Type	Fatal Crashes			Severe Injury Crashes			Other Visible Injury Crashes			Complaint of Pain Crashes			Property Damage Only Crashes			Total Score	Years	Annualized Severity Score
		Amount	Weight	Score	Amount	Weight	Score	Amount	Weight	Score	Amount	Weight	Score	Amount	Weight	Score			
Garfield Ave. & Whittier Blvd.	Signalized Intersection	0	199.55	0.00	3	119.55	358.65	8	10.70	85.60	16	6.08	97.28	29	1.00	29.00	570.53	5	114.11
Beverly Blvd. & Garfield Ave.	Signalized Intersection	0		0.00	2		239.10	6		64.20	18		109.44	16		16.00			85.75
Beverly Blvd. & 21st St.	Unsignalized Intersection	0	190.23	0.00	1	190.23	190.23	2		21.40	5		30.40	4		4.00			49.21
I-5 Fwy. Off Ramp & Telegraph Rd.	Unsignalized Intersection	1		190.23	0		0.00	2		21.40	3		18.24	1		1.00			46.17
Via Campo (Vale Ave. to 400 ft. west of Wilcox Ave.)	Roadway Segment	1	164.66	164.66	0	164.66	0.00	2		21.40	6		36.48	1		1.00			44.71
Flotilla St. (Vail Ave. to Yates Ave.)	Roadway Segment	0		0.00	1		164.66	0		0.00	2		12.16	0		0.00			35.36

CITY OF MONTEBELLO

APPENDIX E: Crash Severity

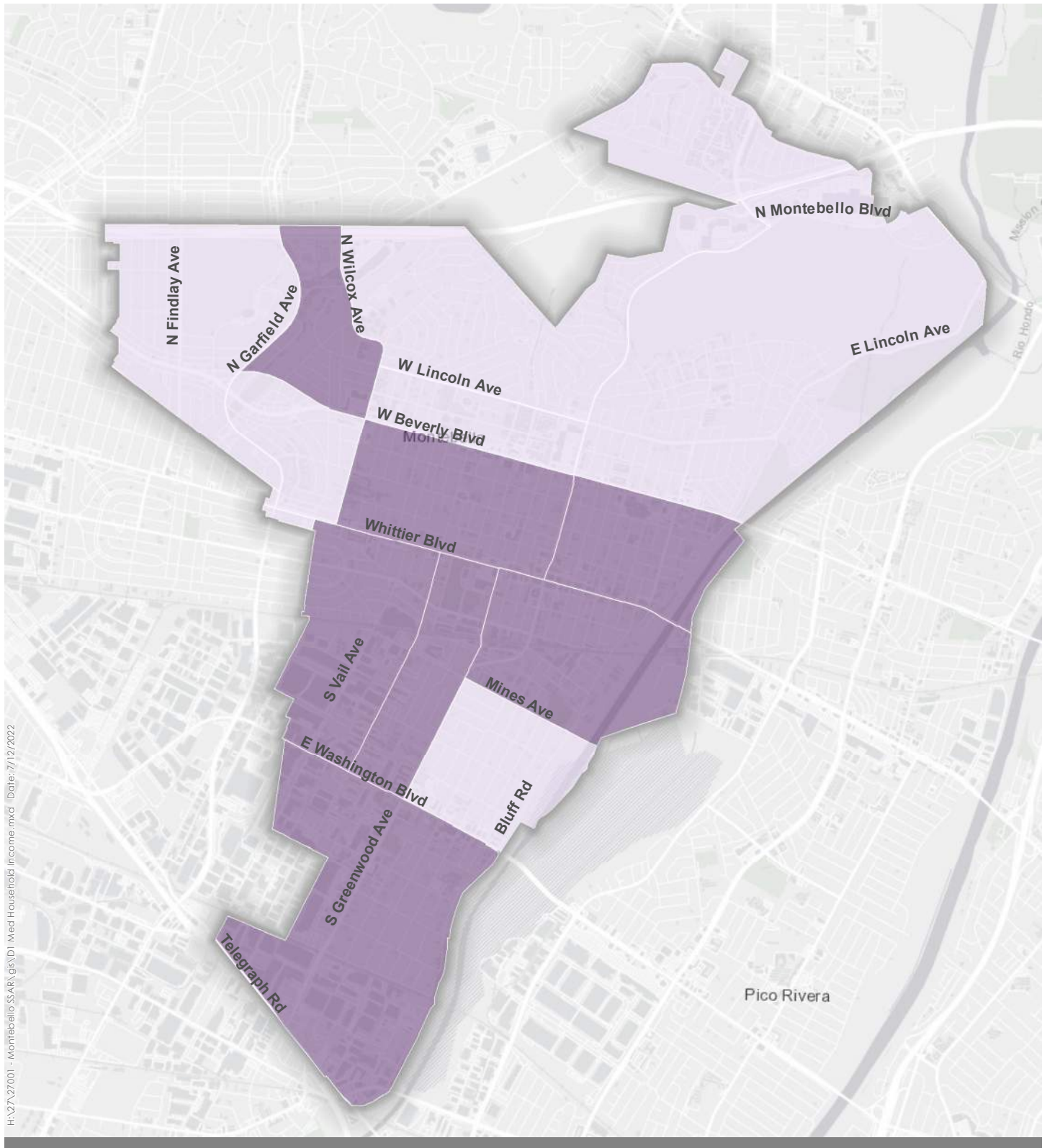


Intersection Name	Fatal Crashes	Severe Injury Crashes	ModCr	MinCr	PDO Crashes	Total Crashes	Crash Severity Score (Equivalent PDO Score)
Garfield Avenue & Whittier Boulevard	0	3	8	16	29	56	114.11
Beverly Boulevard & Garfield Avenue	0	2	6	18	16	42	85.76
Greenwood Avenue & Washington Boulevard	1	0	10	15	25	51	68.56
Findlay Ave & Via Campo	0	0	9	31	16	56	60.17
Montebello Blvd & Washington Blvd	0	1	9	10	14	34	58.13
Maple Ave & Washington Blvd	1	0	8	11	10	30	56.41
Wilcox Ave & Via Campo	1	0	4	14	22	41	53.90
Beverly Blvd & 21st St	0	1	2	5	4	12	49.21
4th St & Washington Blvd	1	0	1	6	6	14	48.68
Vail Ave & Washington Blvd	0	1	4	12	5	22	48.07
Montebello Blvd & Victoria Ave	0	1	3	13	6	23	47.34
Maple Ave & Whittier Blvd	0	1	5	9	8	23	47.16
Bluff Rd & 1st St & Whittier Blvd	1	0	3	11	17	32	47.11
Beverly Blvd & Maple Ave	0	1	3	12	9	25	46.73
I-5 Off Ramp & Telegraph Rd	1	0	2	3	1	7	46.17
Madison Ave & 5th St	0	1	1	3	2	7	44.23
Garfield Ave & Repetto Ave	0	1	0	4	5	10	43.91
4th St & Whittier Blvd	0	1	3	9	7	20	42.68
Via Vista & Whittier Blvd	0	1	1	2	0	4	42.62
Beverly Blvd & Bradshawe St	0	1	3	9	6	19	42.48
Washington Boulevard & 5th Street	1	0	0	1	1	3	39.46
E Eula Dr & Poplar Ave	0	1	0	0	0	1	38.05
Montebello Blvd & Ave de La Merced	0	1	2	5	3	11	34.87
Howard Ave & Lincoln Ave	0	0	2	3	6	11	9.13

CITY OF MONTEBELLO

APPENDIX F: Disadvantaged Communities Maps



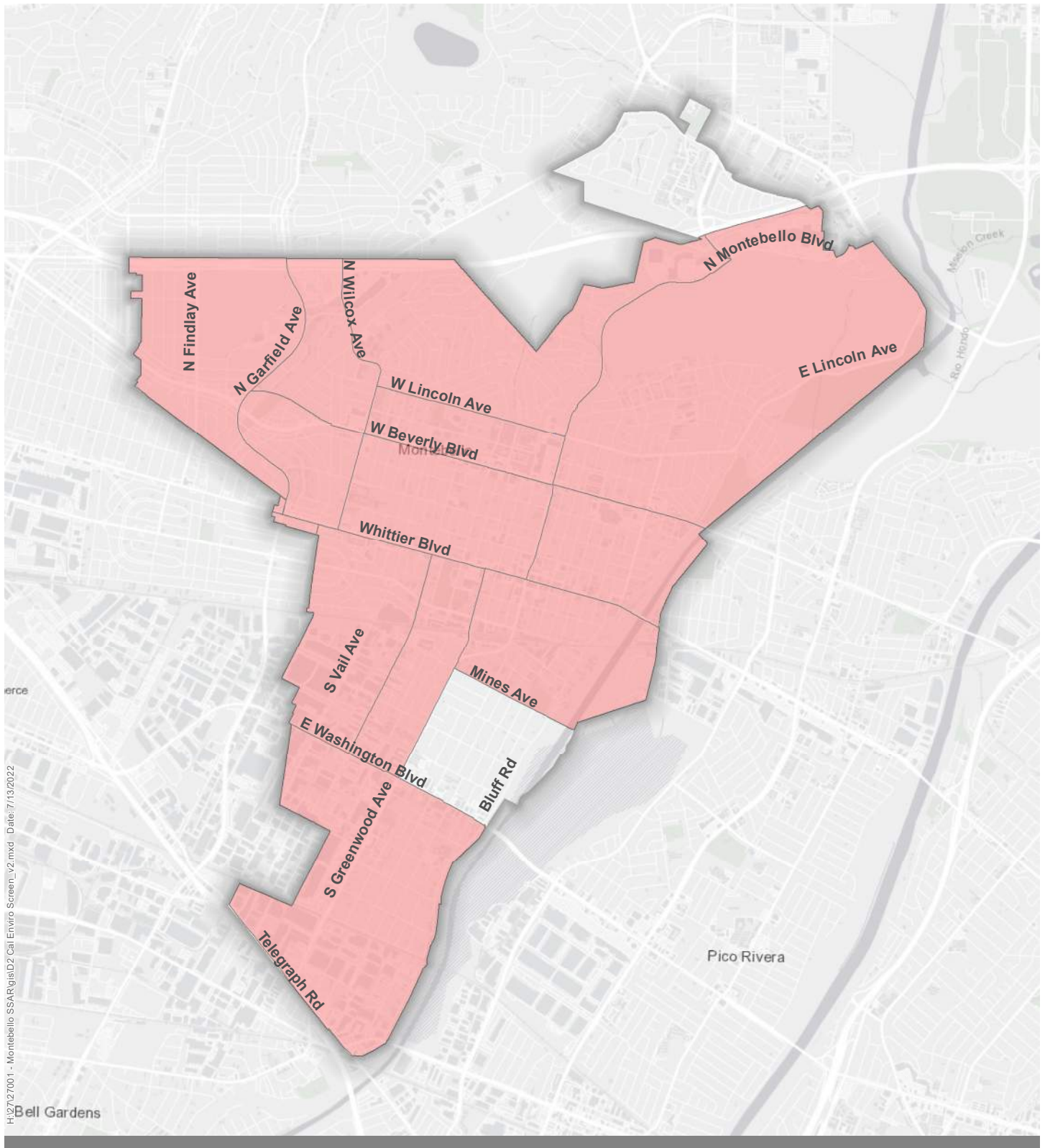


Source: US Census American Household Survey 5-Year Estimates, Table B19013.
 Note: The statewide median household income is \$78,672.



- Less than 80% of Statewide Median Household Income
- Greater than or Equal to 80% of Statewide Median Household Income

Disadvantaged Communities Median Household Income Montebello, CA

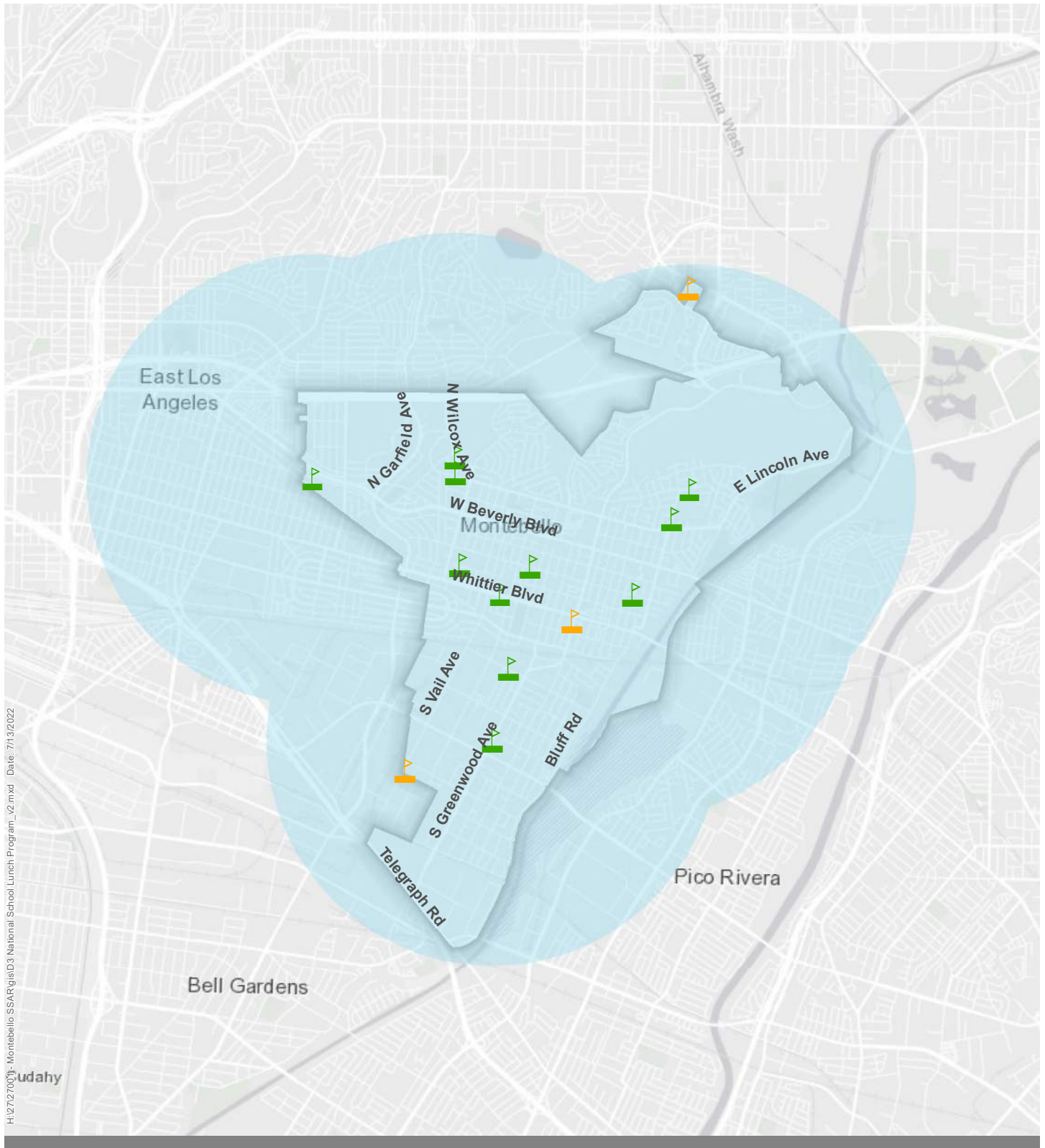


Source: California Communities Environmental Health Screening Tool (CalEnviroScreen) 4.0, available at <https://oehha.ca.gov/calenviroscreen/sb535>



Disadvantaged Census Tracts

Disadvantaged Communities SB 535 Disadvantaged Communities (2022 Update) Montebello, CA



H:\27127001-Montebello SSAR\GIS\03 National School Lunch Program_v2.mxd Date: 7/13/2022

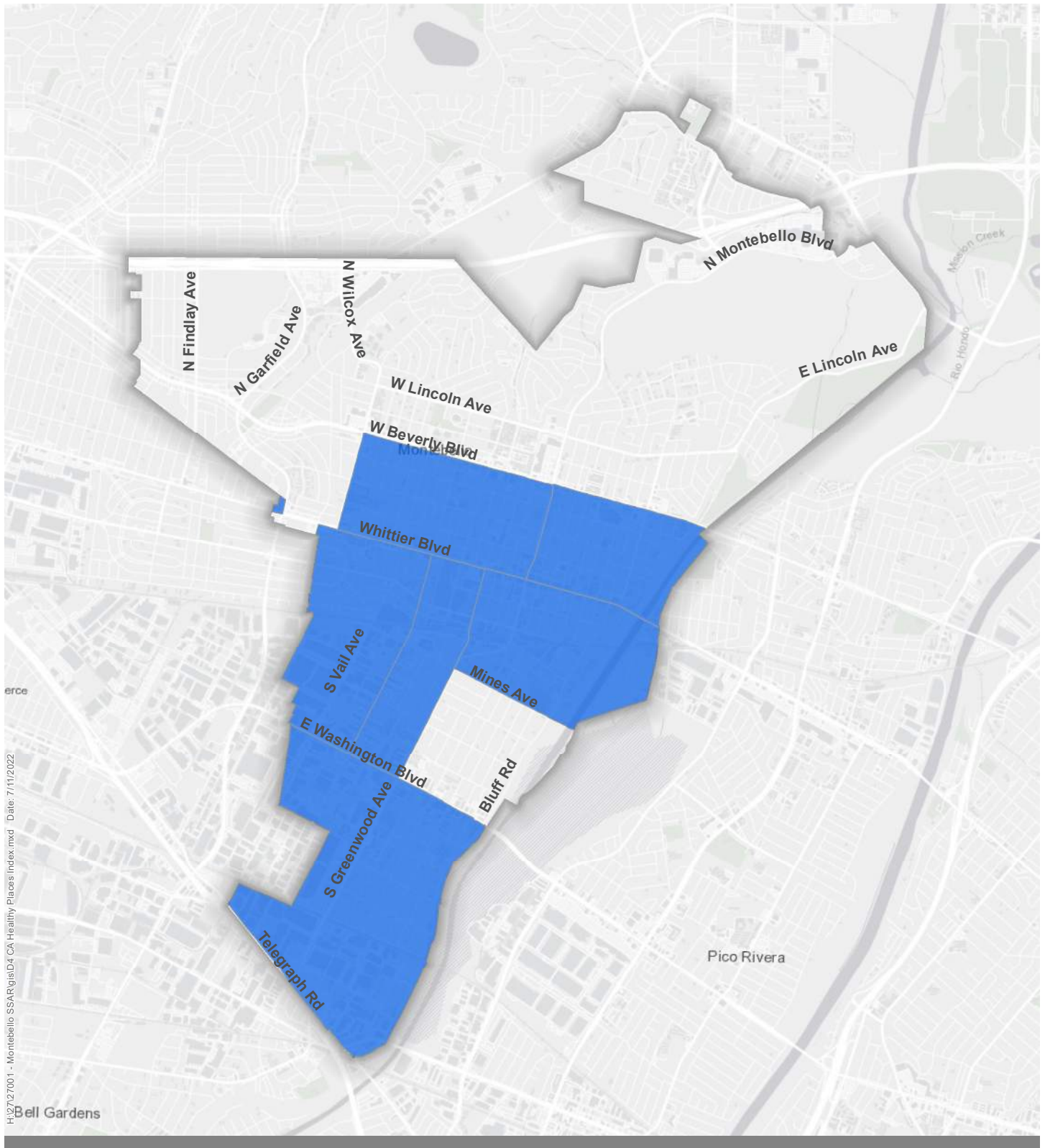
Source: Free or Reduced-Price Meal (Student Poverty) Data; CA Department of Education



-  Qualifying Schools
-  Non-Qualifying Schools
-  2-Mile Buffer Around Qualifying Schools



Disadvantaged Communities
75% of Students Qualifying for
Free or Reduced-Price Meals
Montebello, CA

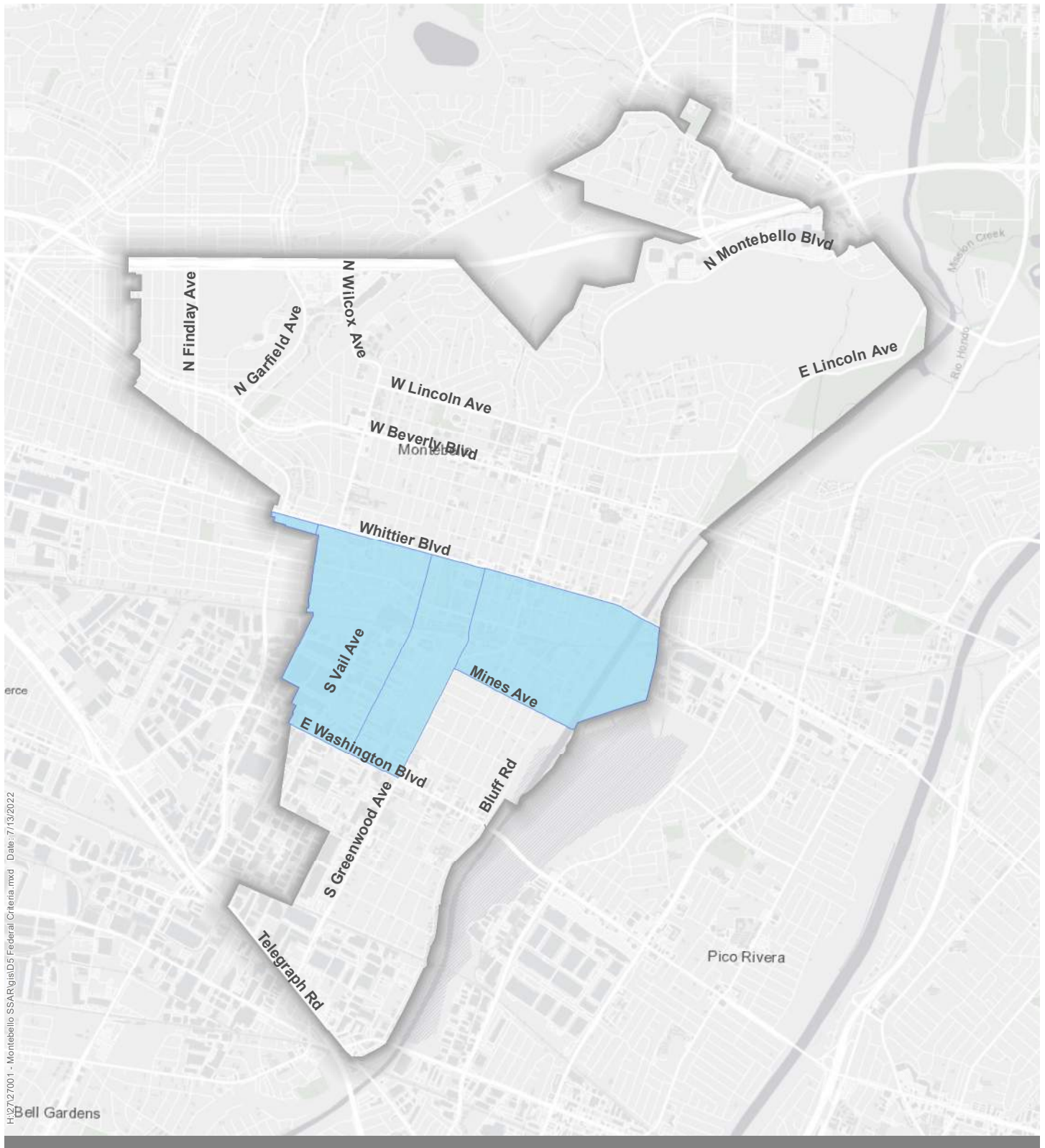


Source: California Healthy Places Index
HPI 3.0 Map available at <https://map.healthypacesindex.org/?redirect=false>



Disadvantaged Community (25th Percentile Ranking)

Disadvantaged Communities CA Healthy Places Index Montebello, CA

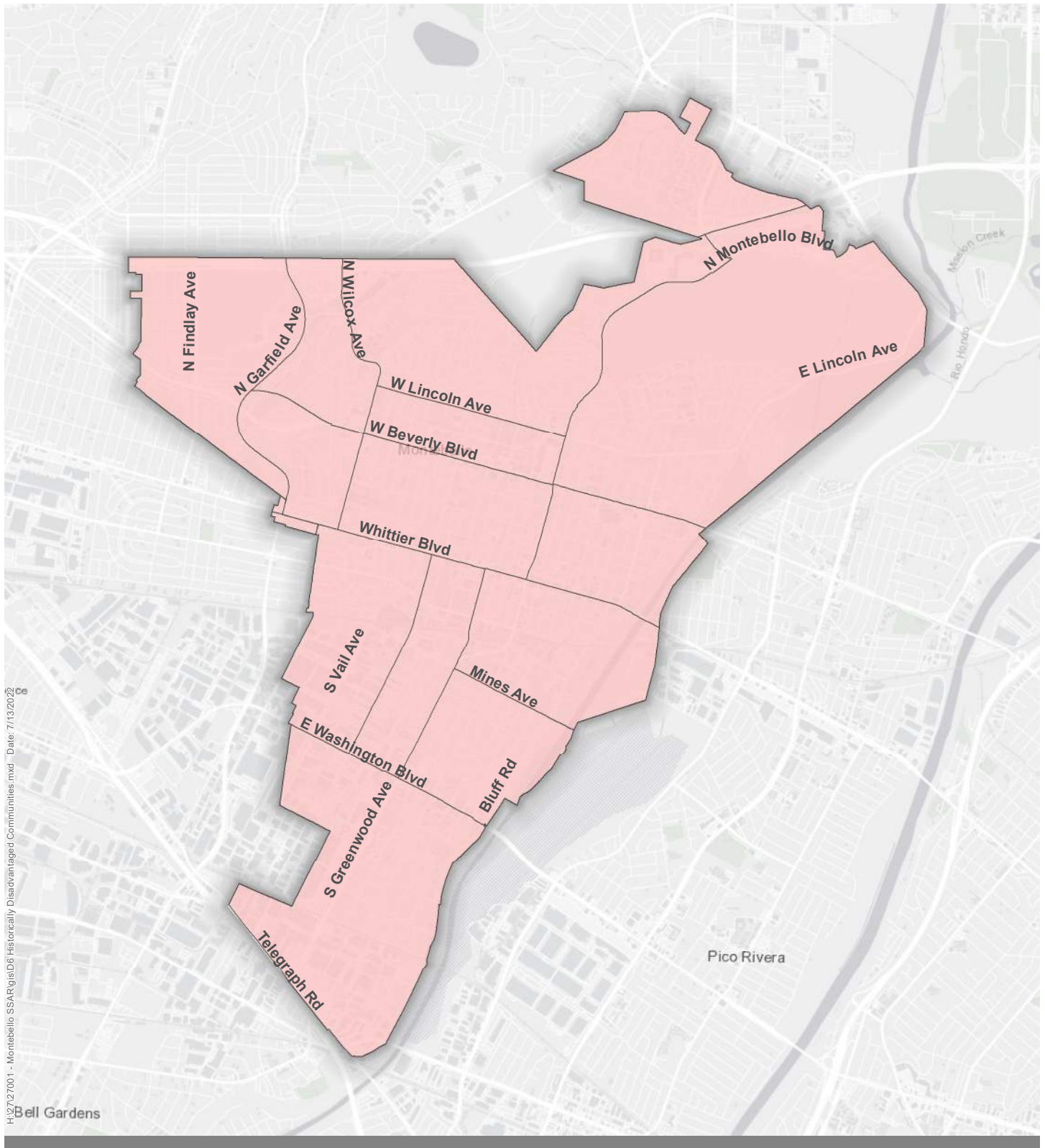


Source: RAISE Persistent Poverty Tool
 Tool available at <https://datahub.transportation.gov/stories/s/tsyd-k6ij>



 Areas of Persistent Poverty

Disadvantaged Communities Areas of Persistent Poverty Montebello, CA



Source: RAISE Persistent Poverty Tool
 Tool available at <https://datahub.transportation.gov/stories/s/tsyd-k6ij>

Historically Disadvantaged Communities

Disadvantaged Communities Historically Disadvantaged Communities Montebello, CA

CITY OF MONTEBELLO

APPENDIX G: Priority A/B Locations





A1 - BEVERLY BLVD AND GARFIELD AVE

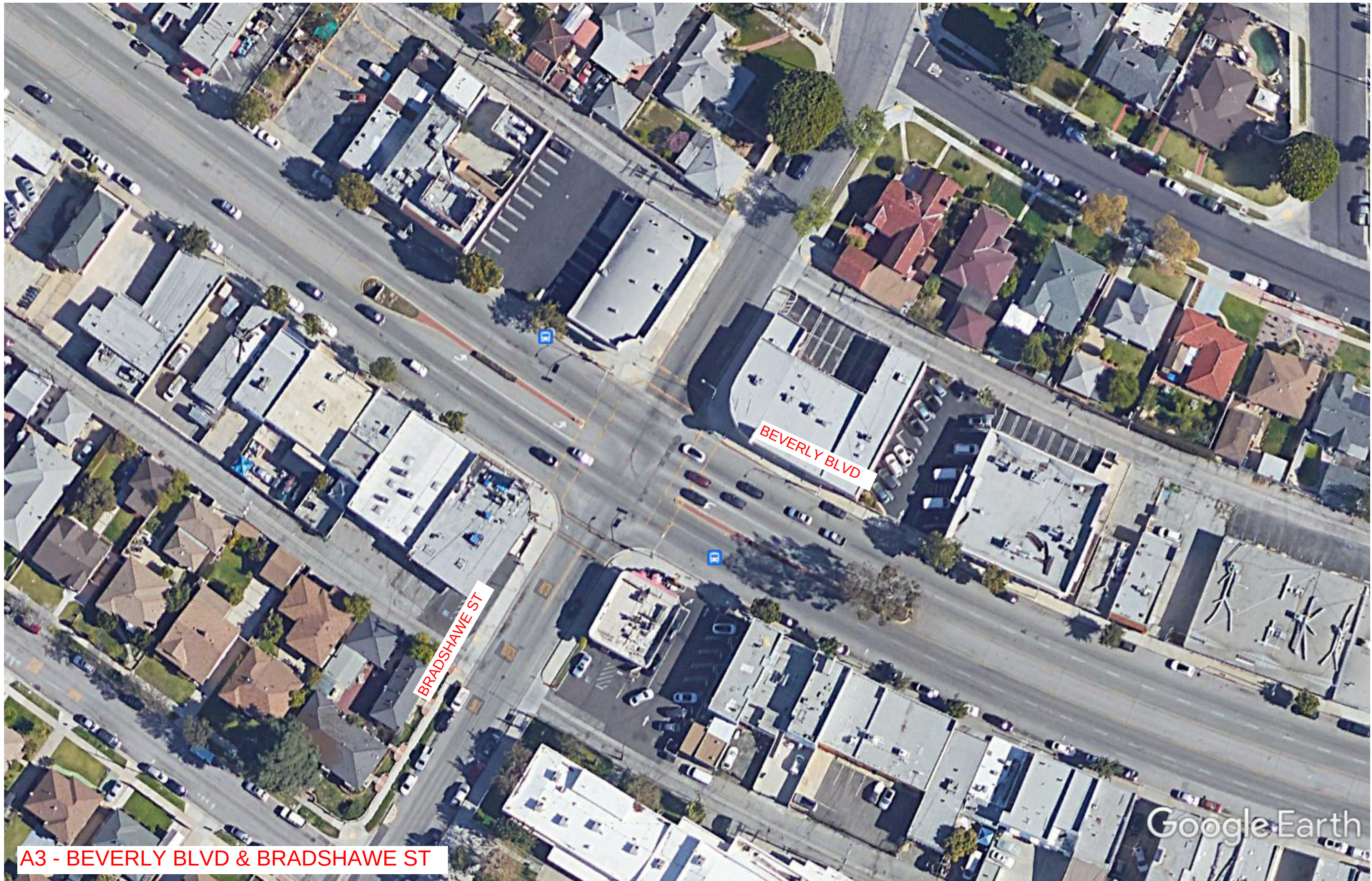


WHITTIER BLVD

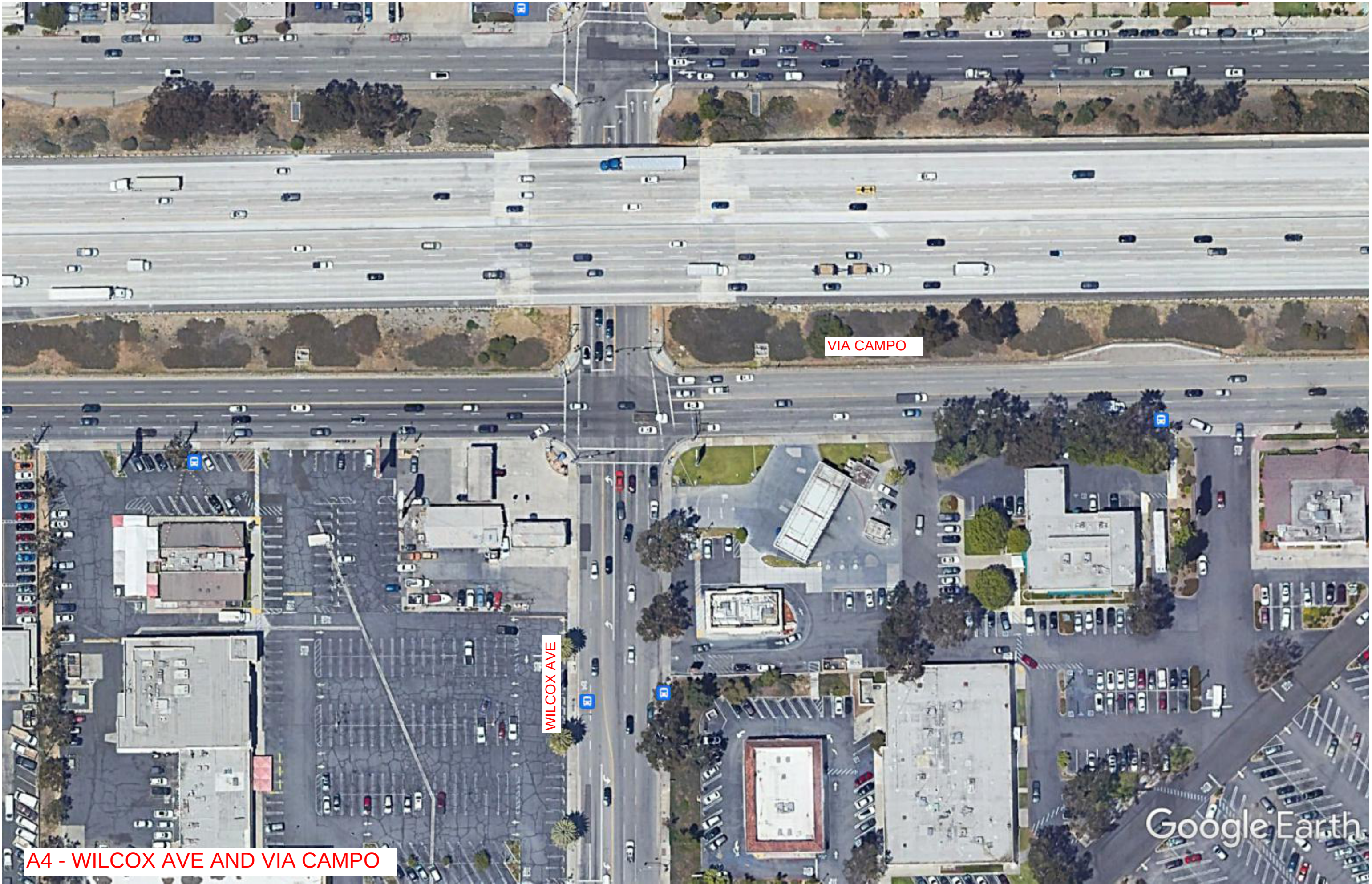
MAPLE AVE

Google Earth

A2 - MAPLE AVE AND WHITTIER BLVD



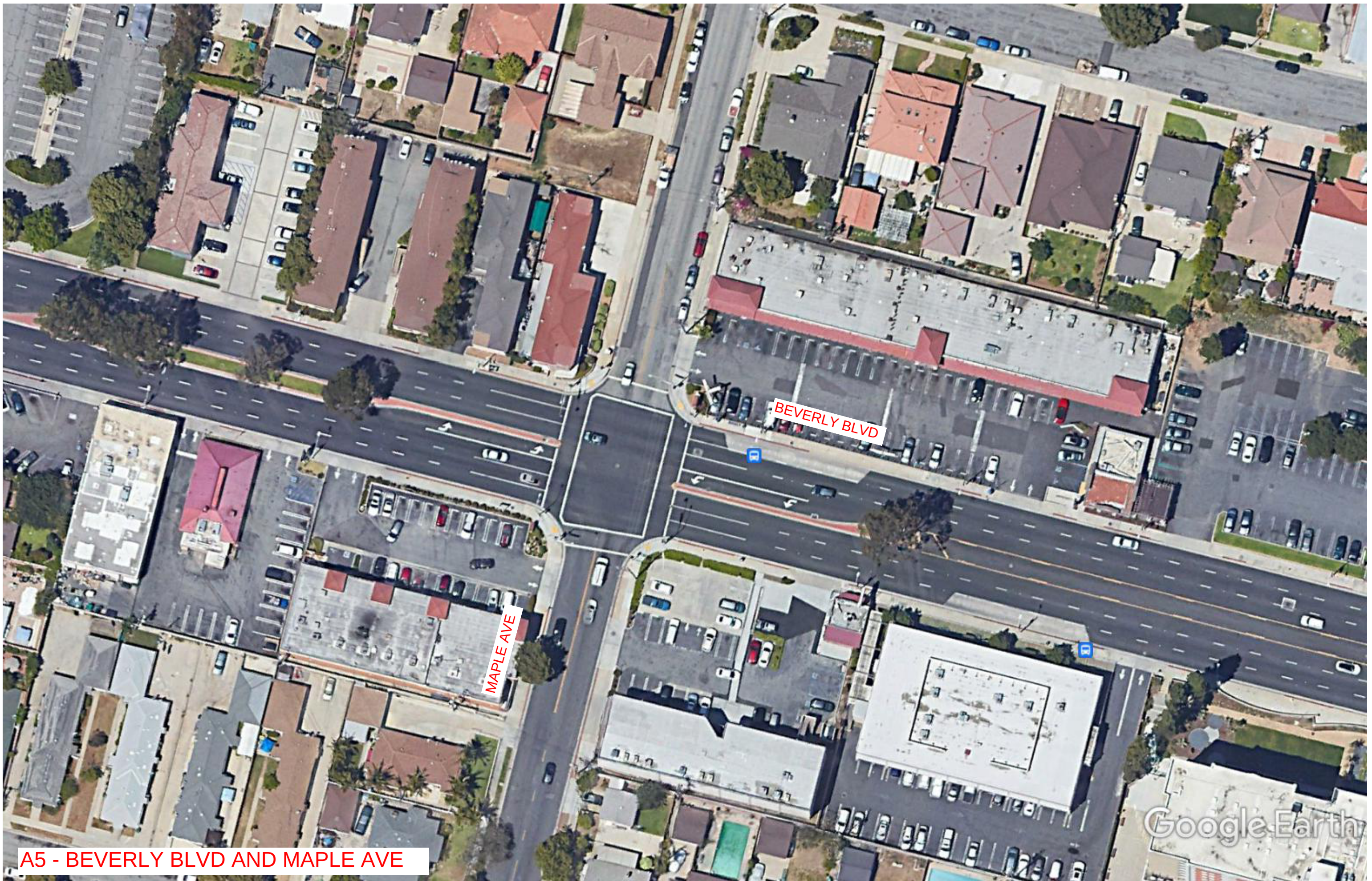
A3 - BEVERLY BLVD & BRADSHAW ST



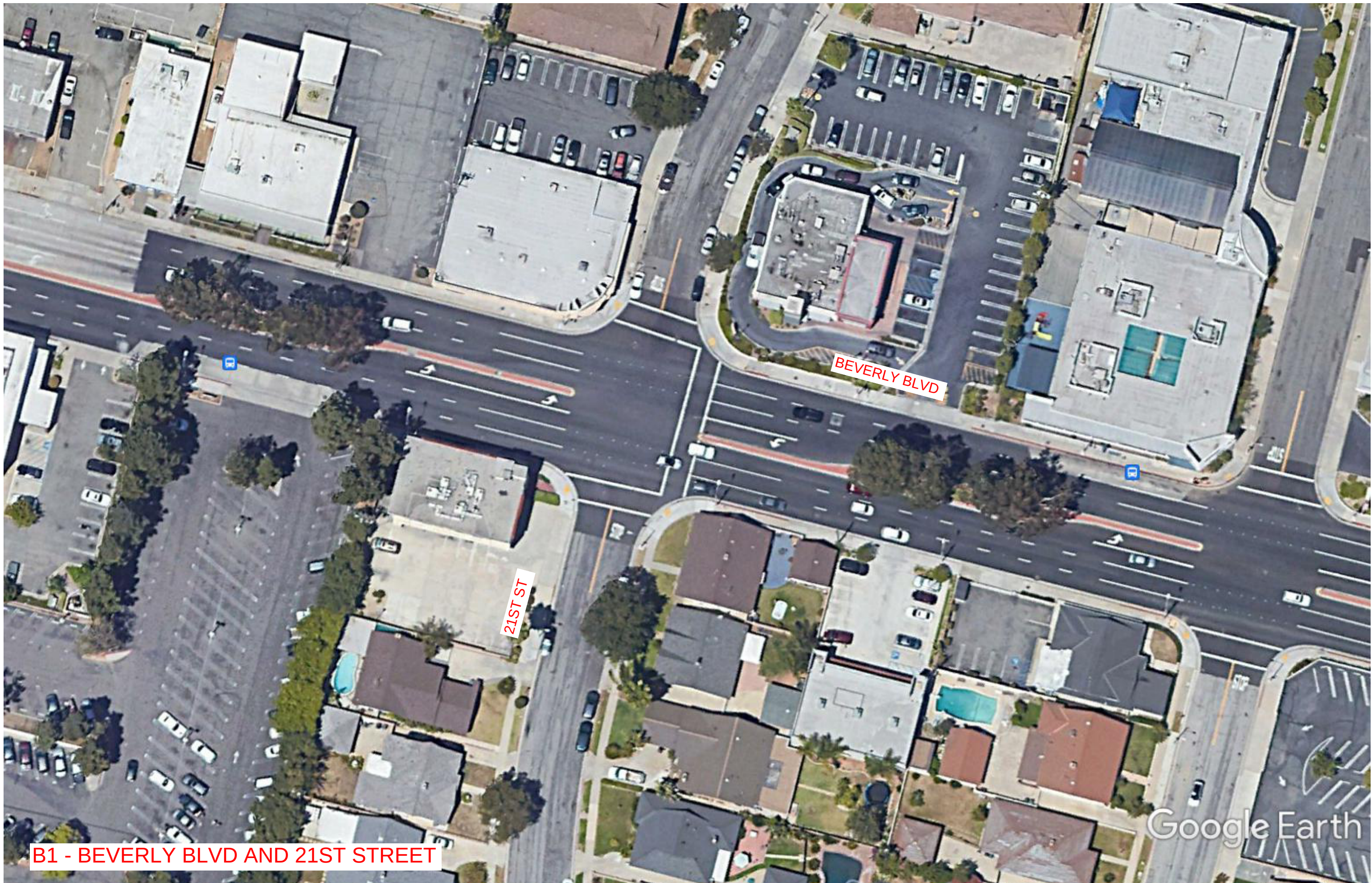
VIA CAMPO

WILCOX AVE

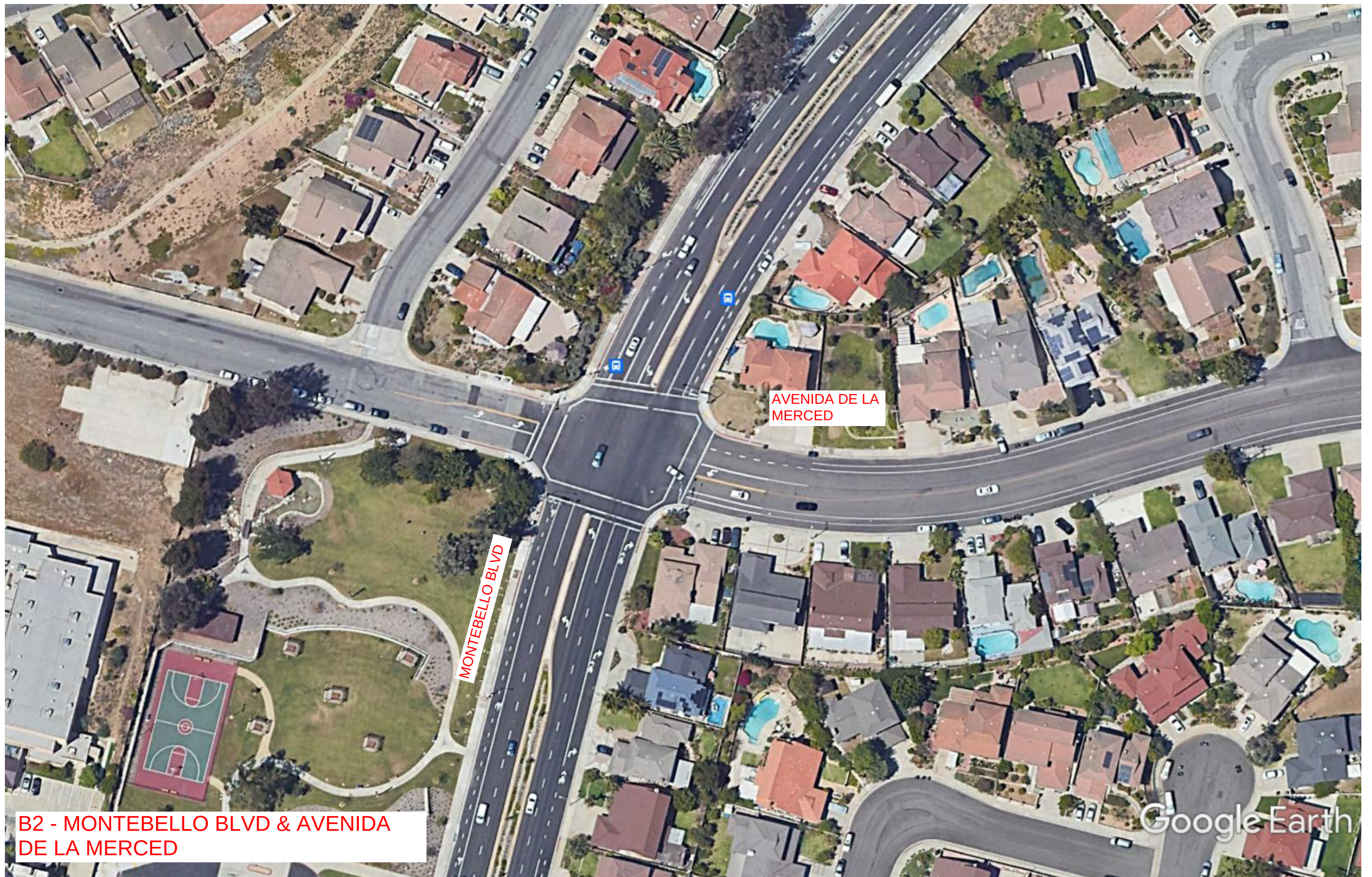
A4 - WILCOX AVE AND VIA CAMPO



A5 - BEVERLY BLVD AND MAPLE AVE



B1 - BEVERLY BLVD AND 21ST STREET

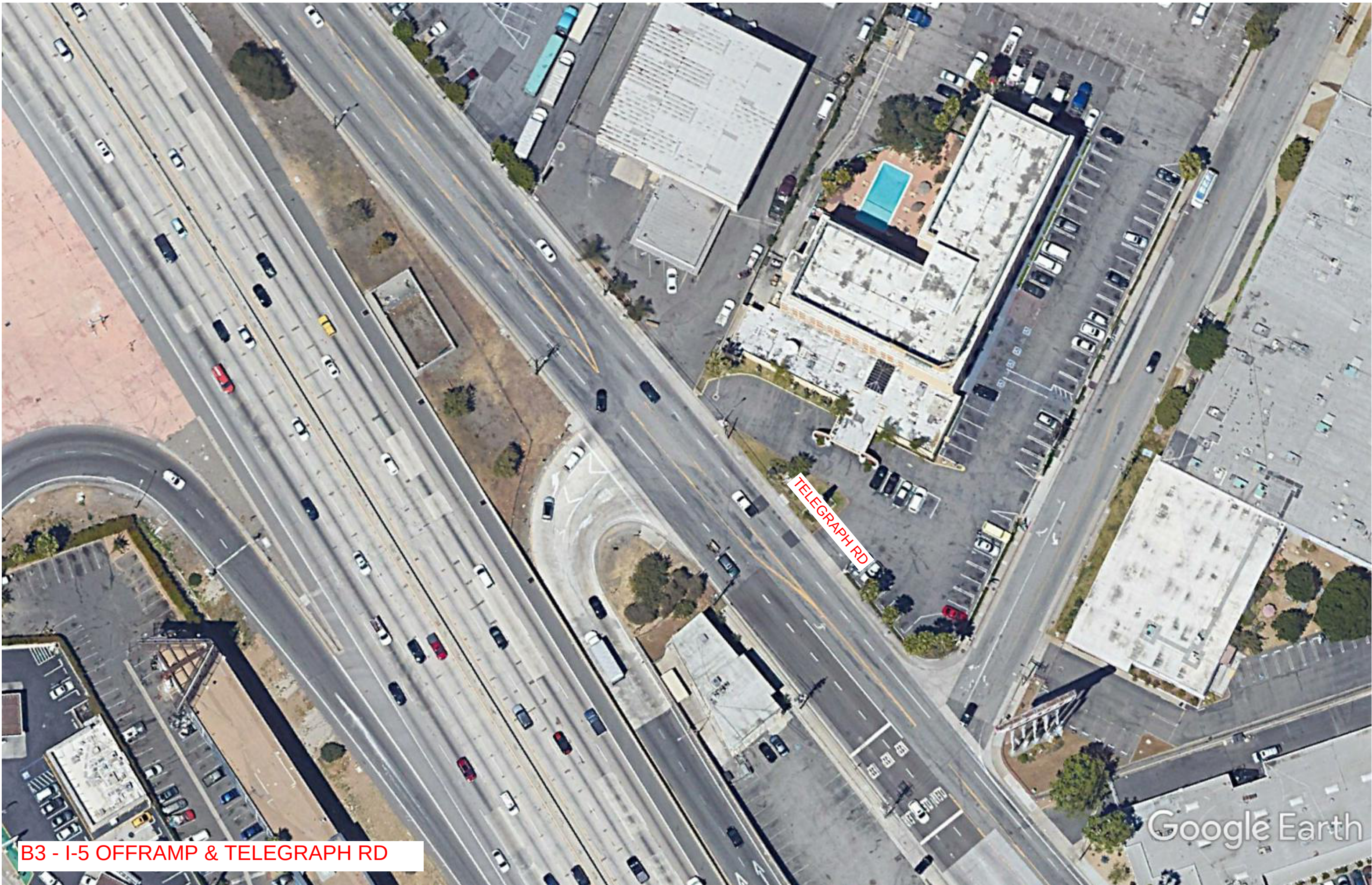


B2 - MONTEBELLO BLVD & AVENIDA DE LA MERCED

MONTEBELLO BLVD

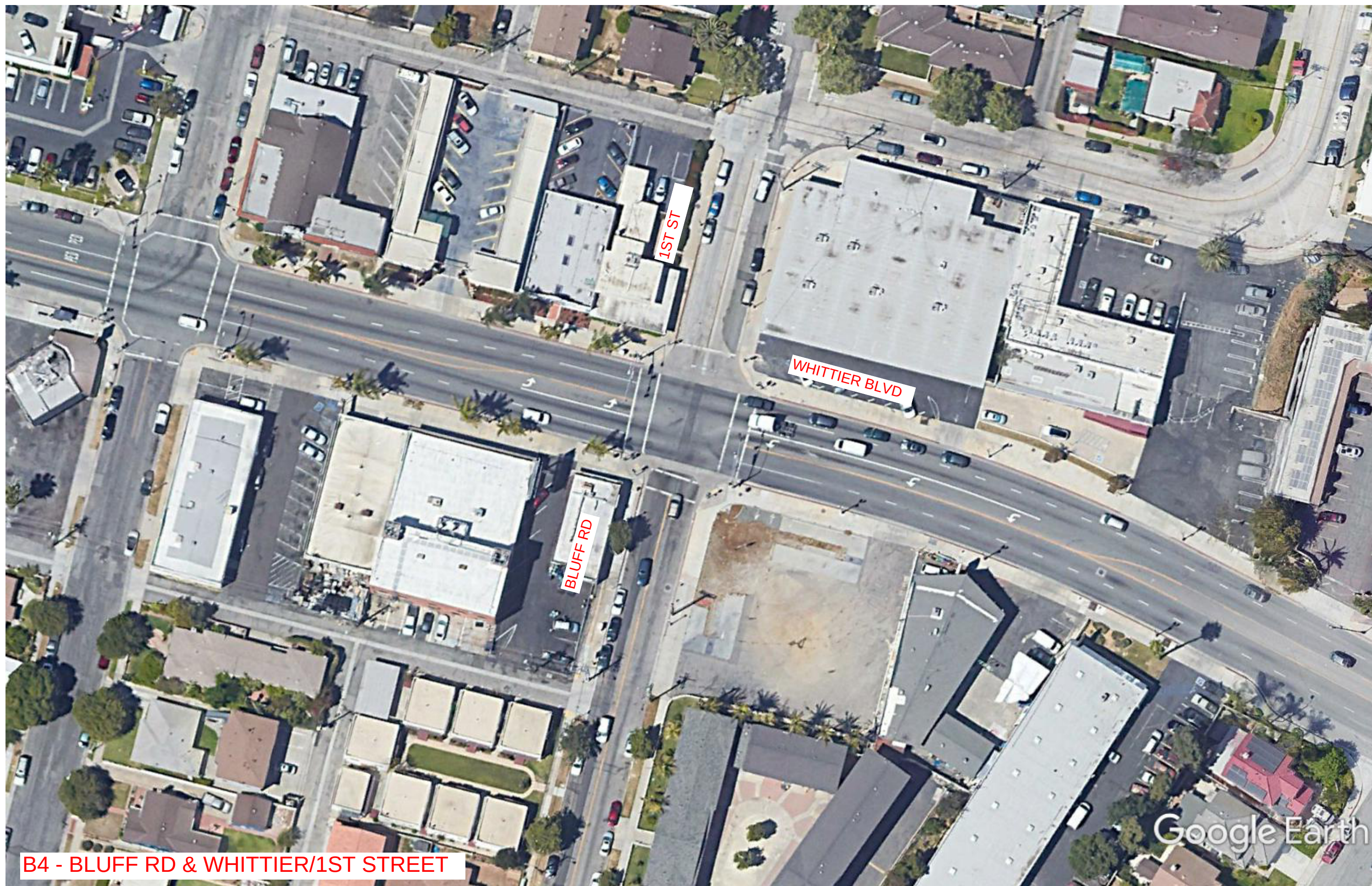
AVENIDA DE LA MERCED

Google Earth

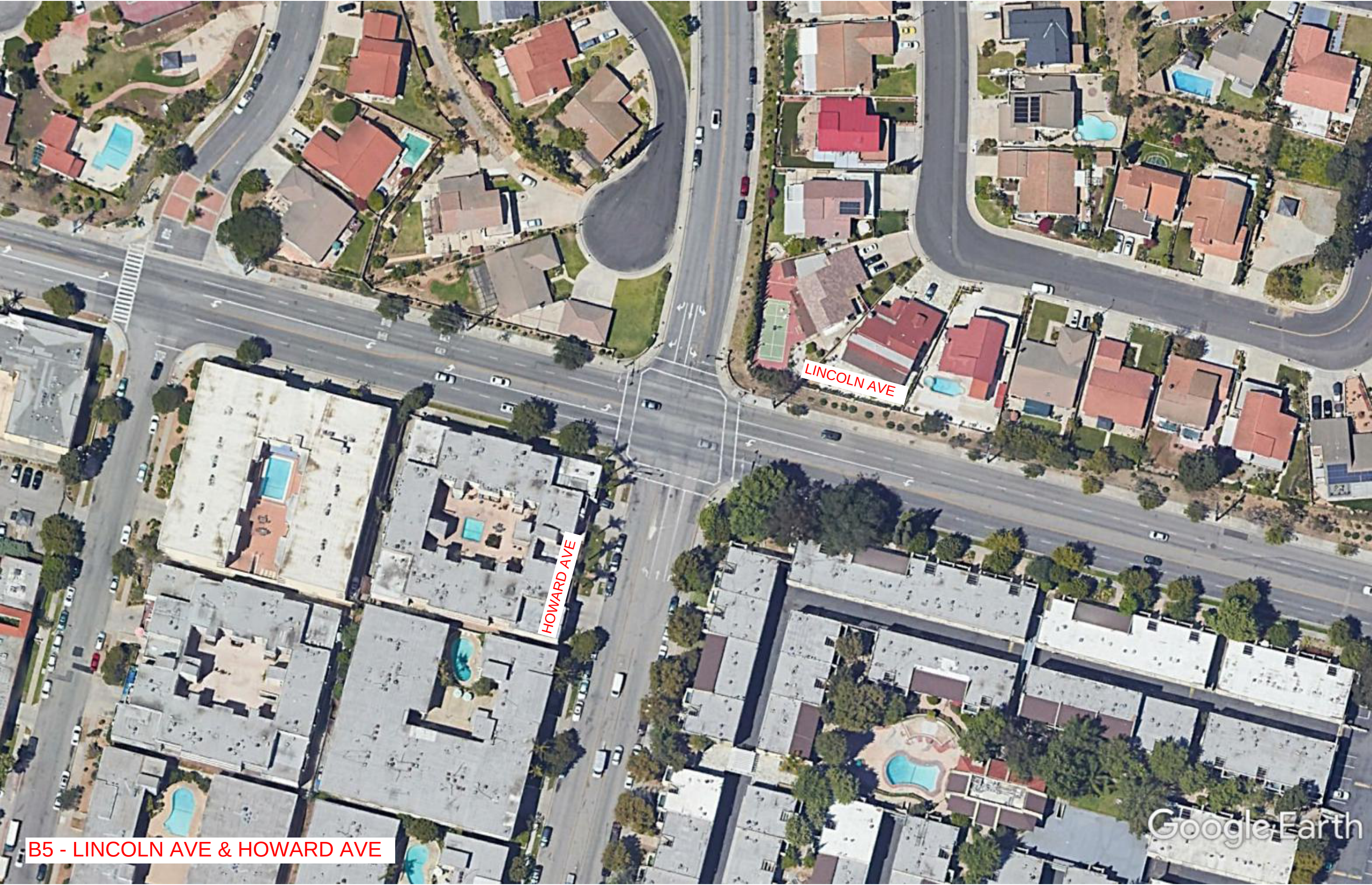


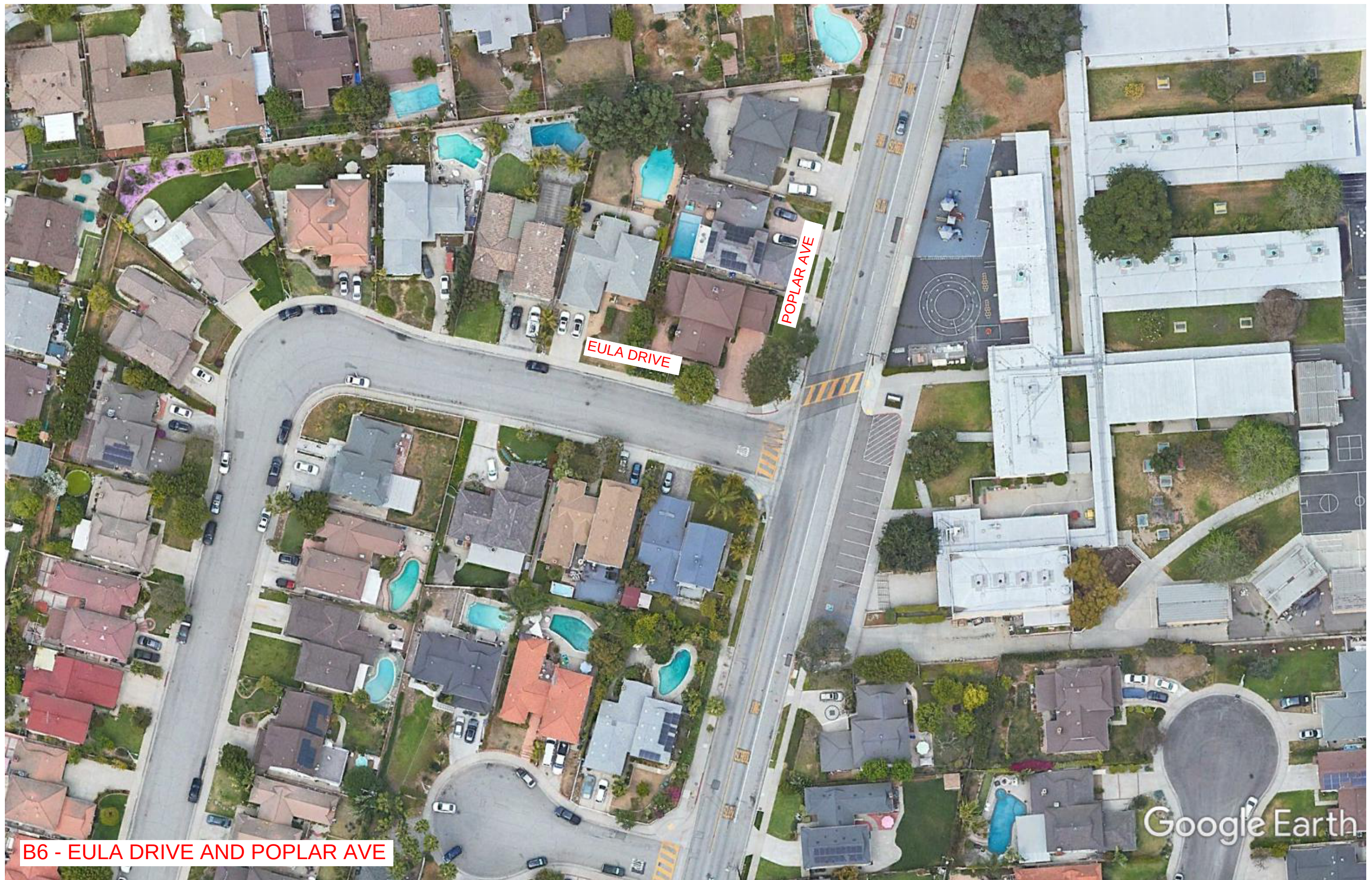
B3 - I-5 OFFRAMP & TELEGRAPH RD

Google Earth



B4 - BLUFF RD & WHITTIER/1ST STREET





B6 - EULA DRIVE AND POPLAR AVE

CITY OF MONTEBELLO

APPENDIX H: Priority Intersection Crash History

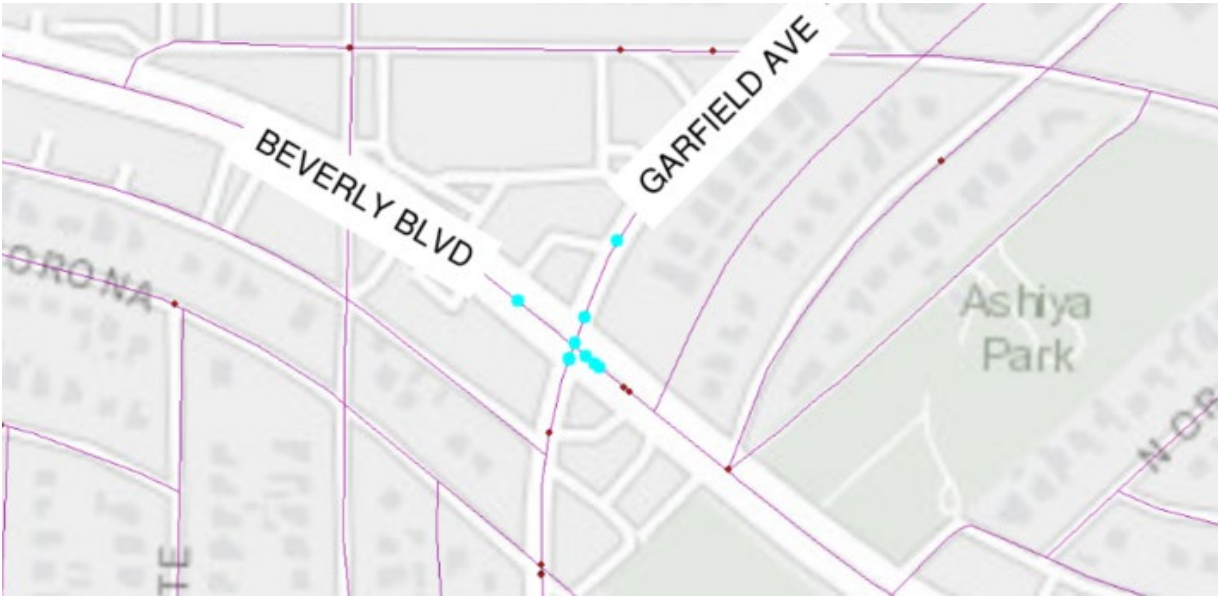


PRIORITY INTERSECTION A1

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7206734	20160218	637	E BEVERLY BL	S GARFIELD AV S		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
7206786	20160214	2027	WEST BEVERLY BL	VIA SAN CLEMENTE	30	East	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Hit Object	Fixed Object	Dark - Street Lights					Y
8003566	20160206	2307	NORTH GARFIELD AV	WEST BEVERLY BL		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8065199	20160501	2019	WEST BEVERLY BL	N GARFIELD AV N		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8085322	20160630	2103	WEST BEVERLY BL	NORTH GARFIELD AV		0 Not Stated, in Intersection	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Not Stated					Y
8139369	20161109	1212	BEVERLY BL	GARFIELD AV	50	East	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8151344	20160930	1750	NORTH GARFIELD AV	VIA SAN CARLO		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8171928	20161003	900	GARFIELD DR	BEVERLY BL	200	North	Other Visible Injury	Improper Turning	Head-On	Other Motor Vehicle	Daylight				Y	
8173702	20161006	2011	WEST BEVERLY BL	GARFIELD AV	42	East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	
8371263	20170411	2120	NORTH GARFIELD AV	BEVERLY BL		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8397054	20170520	1344	NORTH GARFIELD AV	GARFIELD AV	239	North	Other Visible Injury	Unsafe Speed	Broadside	Other Motor Vehicle	Not Stated				Y	
8397058	20170521	2216	BEVERLY BL	GARFIELD AV		0 Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8431247	20170713	1147	NORTH GARFIELD AV	WEST BEVERLY BL		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Broadside	Other Motor Vehicle	Daylight					
8431580	20170630	2500	WEST BEVERLY BL	NORTH GARFIELD AV		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Not Stated				Y	
8466067	20190826	1140	E BEVERLY BL	N GARFIELD AV N		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8525860	20171130	200	NORTH GARFIELD AV	BEVERLY BL	200	North	Property Damage Only	Unsafe Speed	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
8525872	20171124	1932	WEST BEVERLY BL	VIA SAN CLEMENTE	55	East	Property Damage Only	Improper Turning	Head-On	Parked Motor Vehicle	Dark - Street Lights					
8552494	20180101	1705	WEST BEVERLY BL	N GARFIELD AV N		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8597623	20180321	1922	NORTH GARFIELD AV	W BEVERLY BL W		0 Not Stated, in Intersection	Complaint of Pain	Unknown	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8616277	20180425	1126	WEST BEVERLY BL	GARFIELD AV		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8683473	20180721	1633	WEST BEVERLY BL	N GARFIELD AV N		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8698444	20180707	37	NORTH GARFIELD AV	W BEVERLY BL W		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8707166	20180810	1244	NORTH GARFIELD AV	BEVERLY BL		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8716917	20180901	137	WEST BEVERLY BL	GARFIELD AV		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8742943	20181003	1547	NORTH GARFIELD AV	W BEVERLY BL W		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Starting or Backing	Rear End	Other Motor Vehicle	Daylight				Y	
8769068	20181216	826	WEST BEVERLY BL	N GARFIELD AV N		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Head-On	Other Motor Vehicle	Daylight					
8840392	20181024	1640	NORTH GARFIELD AV	WEST BEVERLY BL		0 Not Stated, in Intersection	Severe Injury	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8842644	20190301	1750	W BEVERLY	N GARFIELD AV N		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
8900484	20190606	1614	WEST BEVERLY BL	GARFIELD AV		0 Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	
8994338	20191101	207	GARFIELD AV	BEVERLY BL	30	North	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
9005921	20191226	710	NORTH GARFIELD AV	BEVERLY BL W		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	

Horizontal Street	Beverly Blvd
Vertical Street	Garfield Ave

Crash Type	Crash Count
Property Damage Only	13
Injury	18
Fatal	0
TOTAL	31



Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7182715	20160204	1052	W WHITTIER	S MAPLE AV S		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
8003530	20160210	1340	WEST WHITTIER BL	SOUTH MAPLE AV S		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Bicycle	Daylight	Y		Y	
8085285	20160603	1528	MAPLE AV	WHITTIER BL	50	East	Property Damage Only	Unsafe Speed	Sideswipe	Other Motor Vehicle	Daylight					
8151378	20160906	2134	MAPLE AV	MAPLE AV 333		0	North	Severe Injury	-	Other	Not Stated	Dark - Street Lights			Y	
8171936	20161013	1851	WHITTIER BL	N MAPLE AV		0	Not Stated, in Intersection	Complaint of Pain	Wrong Side of Road	Head-On	Bicycle	Dark - Street Lights	Y		Y	
8319271	20170114	2500	W WHITTIER BL	MAPLE AV		0	Not Stated, in Intersection	Property Damage Only	-	Hit Object	Fixed Object	Dark - No Street Lights				
8336303	20170309	1258	N MAPLE AV	W WHITTIER BL		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8336385	20170313	1415	W WHITTIER BL	S MAPLE AV		0	Not Stated, in Intersection	Property Damage Only	-	Sideswipe	Bicycle	Daylight	Y			
8415860	20171004	1010	WHITTIER BL	MAPLE AV		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
8518988	20171115	1711	W WHITTIER BL	MAPLE AV	20	East	Complaint of Pain	Wrong Side of Road	Head-On	Other Motor Vehicle	Dark - Street Lights				Y	
8587074	20180222	1545	W WHITTIER AV	S MAPLE DR S		0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight			Y	
8621109	20180414	1509	W WHITTIER BL	S MAPLE AV		0	Not Stated, in Intersection	Other Visible Injury	Unsafe Speed	Rear End	Bicycle	Daylight	Y		Y	
8639144	20180501	1654	W WHITTIER BL	N MAPLE AV N		0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				
8688796	20180709	1431	SOUTH MAPLE AV	WEST WHITTIER BL		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8877706	20190511	1858	W WHITTIER BL	S MAPLE AV		0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Not Stated				
8924522	20190702	1229	WHITTIER BL	MAPLE AV		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
8985989	20191126	939	W WHITTIER BL	S MAPLE AVE		0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Rear End	Other Motor Vehicle	Daylight			Y	
9034108	20191204	929	W WHITTIER BL	N MAPLE AV N		0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Pedestrian	Daylight				
9034111	20191204	830	W WHITTIER BL	N MAPLE AV		0	Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y		Y	
9071720	20200211	1413	W WHITTIER BL	S MAPLE AV		0	Not Stated, in Intersection	Other Visible Injury	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y		Y	

Horizontal Street	Whittier Blvd
Vertical Street	Maple Ave

Crash Type	Crash Count
Property Damage Only	6
Injury	14
Fatal	0
TOTAL	20

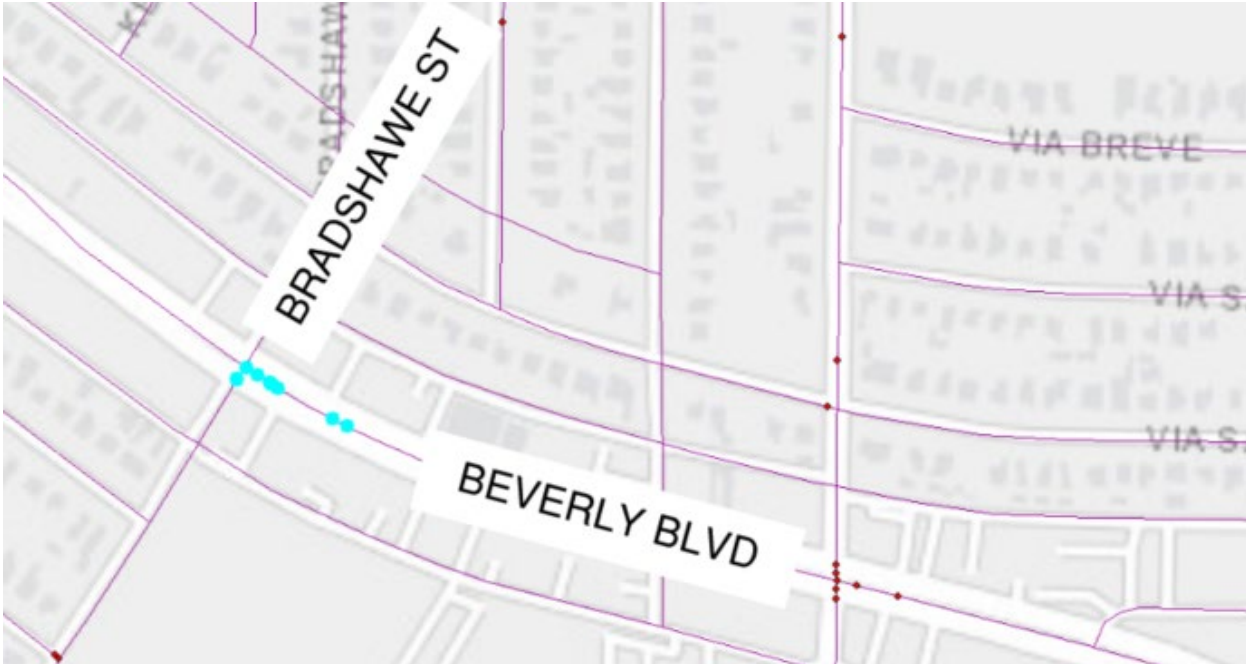


PRIORITY INTERSECTION A3

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity		Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7188028	20160117	1452	WEST BEVERLY BL	BRADSHAW AV		0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8028626	20160401	1721	E BEVERLY BL W	N BRADSHAW AV N		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8085053	20160622	2119	E BEVERLY BL	N BRADSHAW ST		0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Head-On	Bicycle	Not Stated		Y		Y	
8085081	20160606	1554	BEVERLY BL	BRADSHAW ST		70	East	Other Visible Injury	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8124419	20160809	1208	WEST BEVERLY BL	BRADSHAW AV		75	East	Complaint of Pain	Improper Turning	Hit Object	Fixed Object	Daylight				Y	
8167875	20190818	1740	WEST BEVERLY BL	S BRADSHAW ST		0	Not Stated, in Intersection	Property Damage Only	Unknown	Broadside	Other Motor Vehicle	Daylight					
8328753	20170219	1331	BEVERLY BL	BRADSHAW ST		0	Not Stated, in Intersection	Property Damage Only	Unknown	Sideswipe	Other Motor Vehicle	Daylight					
8418114	20170614	611	WEST BEVERLY BL	BRADSHAW ST		36	East	Complaint of Pain	Improper Turning	Head-On	Fixed Object	Daylight				Y	
8456759	20170802	1633	WEST BEVERLY BL	BRADSHAW AV		230	East	Severe Injury	Pedestrian Violation	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8456775	20170824	1332	WEST BEVERLY BL	BRADSHAW ST		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8544754	20171208	1627	WEST BEVERLY BL	N BRADSHAW AV NORT		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Sideswipe	Other Motor Vehicle	Daylight				Y	
8742903	20181023	1421	WEST BEVERLY BL	N BRADSHAW AV N		0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8842139	20190325	1535	BEVERLY BL	N BRADSHAW AV		0	Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8892122	20190604	743	WEST BEVERLY BL	BRADSHAW AV		200	East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8900488	20190530	931	WEST BEVERLY BL	BRADSHAW ST		0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8984050	20191008	1544	WEST BEVERLY BL	BRADSHAW ST		90	East	Complaint of Pain	Following Too Closely	Rear End	Other Motor Vehicle	Daylight				Y	
9046893	20200113	2221	BEVERLY BL	BRADSHAW AV		0	Not Stated, in Intersection	Other Visible Injury	Unknown	Hit Object	Fixed Object	Dark - Street Lights				Y	

Horizontal Street	Beverly Blvd
Vertical Street	Bradshawe St

Crash Type	Crash Count
Property Damage Only	3
Injury	14
Fatal	0
TOTAL	17

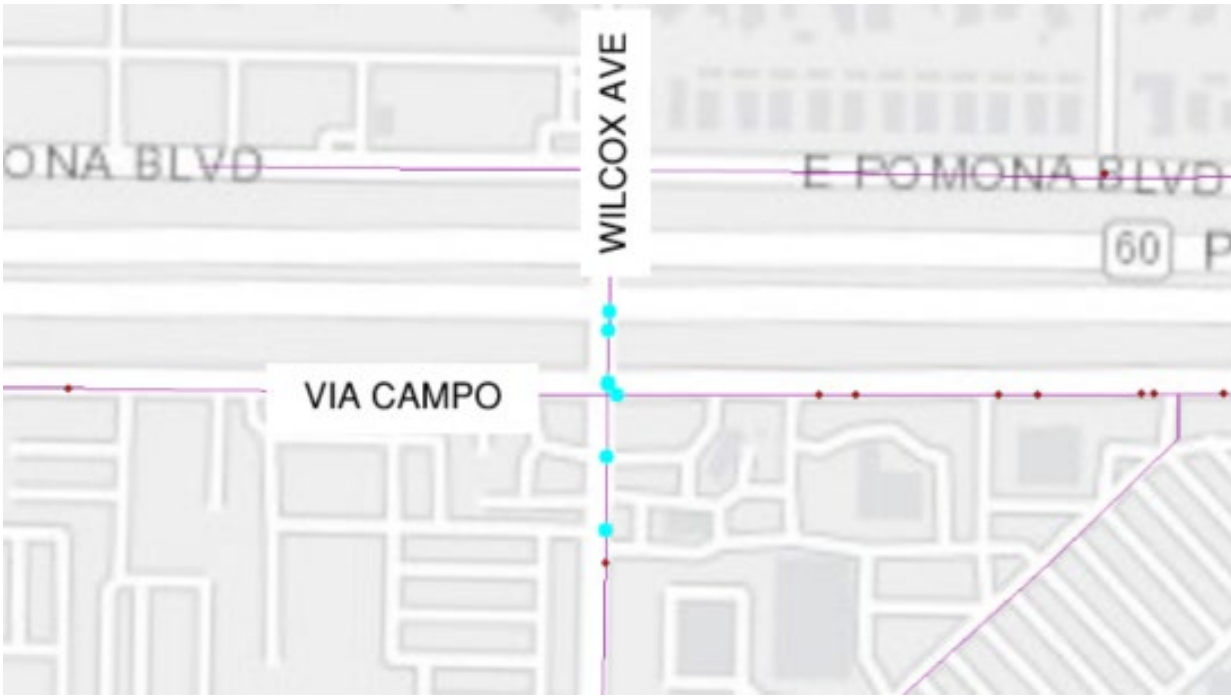


PRIORITY INTERSECTION A4

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8018297	20160317	1601	VIA CAMPO AV	WILCOX AV	35	North	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Head-On	Other Motor Vehicle	Daylight					Y
8065120	20160502	40	VIA CAMPO	WILCOX AV	80	West	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
8065140	20160520	934	N WILCOX AV	VIA CAMPO	100	South	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8102681	20160715	1323	W VIA CAMPO	N WILCOX AV	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8139381	20161110	1520	N WILCOX AV	VIA CAMPO	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8193923	20161121	652	N WILCOX AV	VIA CAMPO	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8371210	20170411	1840	N WILCOX AV	VIA CAMPO	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Starting or Backing	Sideswipe	Motor Vehicle on Other R	Daylight				Y	
8404875	20170501	801	N WILCOX AV	VIA CAMPO	0	Not Stated, in Intersection	Fatal	Driving or Bicycling Under the Influence of Alcohol or Drug	Broadside	Other Motor Vehicle	Daylight			Y		Y
8472271	20170929	1132	N WILCOX AV	W VIA CAMPO AV	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8474410	20170914	1213	N WILCOX AV	VIA CAMPO AV	117	South	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
8521776	20171116	1808	N WILCOX AV	VIA CAMPO	300	South	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8570230	20180205	1441	S WILCOX AV	VIA CAMPO	75	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8597648	20180314	2110	VIA CAMPO	WILCOX AV	0	Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Dark - Street Lights	Y			Y	
8635714	20180512	1415	N VIA CAMPO	N VAIL AV	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8644027	20180518	2500	N WILCOX AV	VIA CAMPO	0	Not Stated, in Intersection	Other Visible Injury	Unknown	Broadside	Other Motor Vehicle	Daylight				Y	
8644334	20180521	724	VIA CAMPO	WILCOX AV	80	West	Property Damage Only	Unsafe Speed	Sideswipe	Fixed Object	Daylight					
8683370	20180709	1356	WILCOX AV	VIA CAMPO	100	North	Other Visible Injury	Wrong Side of Road	Broadside	Motor Vehicle on Other R	Daylight		Y		Y	
8702120	20180831	1200	VIA CAMPO	WILCOX AV	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8702156	20180831	1202	VIA CAMPO	WILCOX AV	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
8743232	20181029	623	N WILCOX AV	VIA CAMPO	141	South	Property Damage Only	Unsafe Lane Change	Other	Other Motor Vehicle	Dark - Street Lights					
8774424	20181225	130	N WILCOX AV	W VIA CAMPO W	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
8779903	20181219	1446	VIA CAMPO	WILCOX AV	200	West	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
8792589	20190114	1725	W VIA CAMPO	N WILCOX AV N	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Overturned	Other Motor Vehicle	Dark - Street Lights				Y	
8820146	20190208	1859	N WILCOX AV	VIA CAMPO	150	South	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
8840399	20181011	1437	VIA CAMPO	N WILCOX AVE	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8840839	20190320	740	VIA CAMPO	WILCOX AV	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Hit Object	Fixed Object	Daylight					
8892130	20190610	1741	N WILCOX AV	VIA CAMPO	200	South	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8904292	20190629	1510	N WILCOX AVE	VIA CAMPO	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight					

Horizontal Street	Via Campo
Vertical Street	Wilcox Ave

Crash Type	Crash Count
Property Damage Only	15
Injury	12
Fatal	1
TOTAL	28

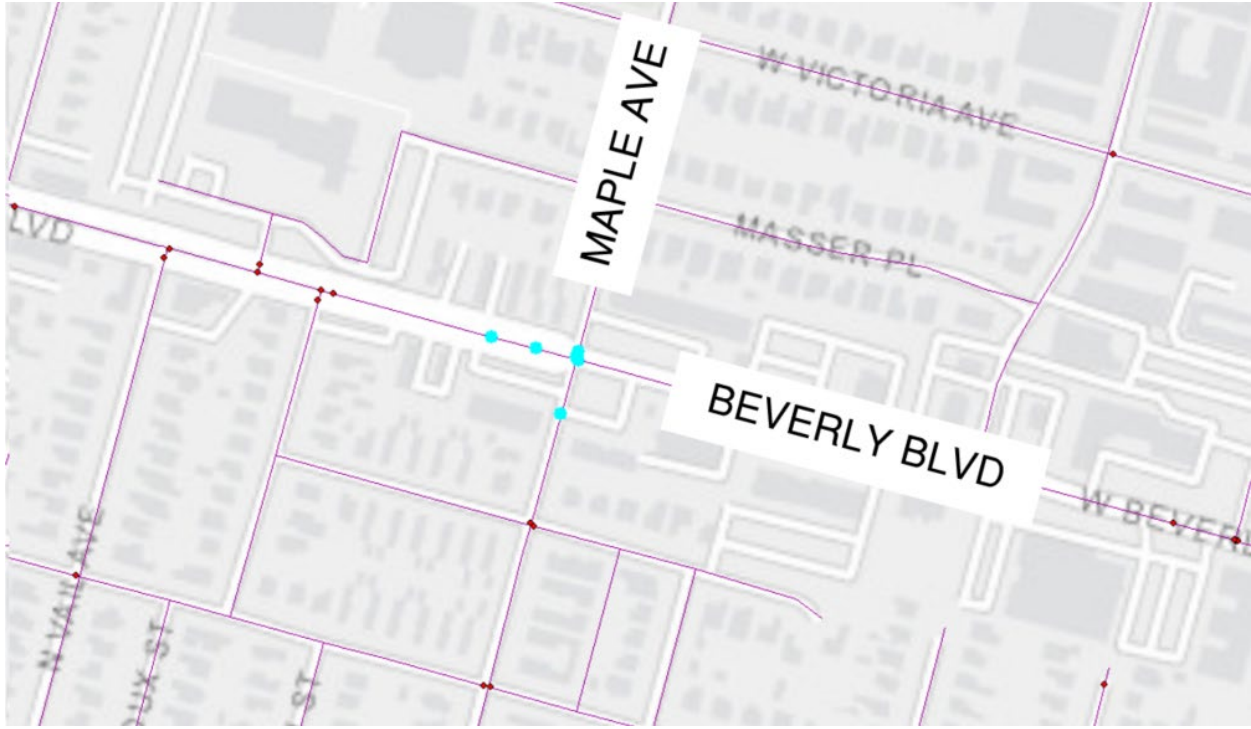


PRIORITY INTERSECTION A5

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8018357	20160310	1839	N MAPLE AV	BEVERLY BL	12	North	Severe Injury	Wrong Side of Road	Head-On	Pedestrian	Dusk - Dawn		Y		Y	
8047699	20160415	1435	WEST BEVERLY BL	MAPLE AV	30	West	Property Damage Only	Unsafe Lane Change	Rear End	Other Motor Vehicle	Daylight					
8102502	20160706	1823	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8167871	20190801	916	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Hit Object	Fixed Object	Daylight					
8171983	20161002	2500	N TOWNE AV	WEST BEVERLY BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Sideswipe	Other Motor Vehicle	Daylight				Y	
8173394	20161022	1220	NORTH MAPLE AV	WEST BEVERLY BL W	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8348677	20170313	635	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Property Damage Only	Pedestrian Violation	Vehicle/Pedestrian	Pedestrian	Dusk - Dawn	Y				
8371238	20170412	1447	N MAPLE AV	BEVERLY BL	115	South	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8552296	20180108	1424	WEST BEVERLY BL	N MAPLE AVE N	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8552510	20180125	1506	N MAPLE AV	BEVERLY BL	10	North	Property Damage Only	Unsafe Starting or Backing	Rear End	Other Motor Vehicle	Daylight					
8587046	20180211	2106	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Dark - Street Lights	Y			Y	
8701928	20180818	1915	WEST BEVERLY BL	N MAPLE AV N	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
8716281	20180908	1833	N MAPLE AV	W BEVERLY AV W	0	Not Stated, in Intersection	Property Damage Only	Unsafe Lane Change	Sideswipe	Other Motor Vehicle	Daylight					
8716900	20180913	1043	MAPLE AV	BEVERLY BL	6	South	Property Damage Only	Automobile Right of Way	Rear End	Other Motor Vehicle	Daylight					
8758410	20181116	1500	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Complaint of Pain	-	Broadside	Other Motor Vehicle	Daylight				Y	
8758481	20181115	1717	WEST BEVERLY BL	MAPLE AV	21	West	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn					
8769192	20181208	1718	WEST BEVERLY BL	N MAPLE AV NORTH	0	Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Dusk - Dawn	Y			Y	
8779916	20181231	1213	WEST BEVERLY BL	MAPLE AV	174	West	Other Visible Injury	Improper Turning	Hit Object	Fixed Object	Daylight				Y	
8856286	20190426	1008	WEST BEVERLY BL	N MAPLE AV	0	Not Stated, in Intersection	Other Visible Injury	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Daylight				Y	Y
8924494	20190701	1458	MAPLE AV	BEVERLY BL	0	Not Stated, in Intersection	Complaint of Pain	Wrong Side of Road	Broadside	Bicycle	Daylight		Y		Y	
9051647	20200121	642	WEST BEVERLY BL	N MAPLE AVE N	0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dusk - Dawn					
9071854	20200217	1913	WEST BEVERLY BL	N MAPLE AVE N	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Dark - Street Lights					

Horizontal Street	Beverly Blvd
Vertical Street	Maple Ave

Crash Type	Crash Count
Property Damage Only	9
Injury	13
Fatal	0
TOTAL	22



PRIORITY INTERSECTION B1

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8308084	20170216	1429	WEST BEVERLY BL	21ST ST		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight		Y		Y	
8397050	20170526	745	S 21ST ST	BEVERLY BL		7 West	Other Visible Injury	Improper Passing	Broadside	Other Motor Vehicle	Daylight				Y	
8450390	20170821	1722	BEVERLY BL	W BEVERLY BL 2421		0 Not Stated, in Intersection	Property Damage Only	Unsafe Lane Change	Rear End	Other Motor Vehicle	Not Stated					
8504224	20171120	1314	WEST BEVERLY BL	21ST ST	40	East	Severe Injury	Traffic Signals and Signs	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8552304	20180130	753	W BEVERLY	21ST ST		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	
8552325	20180131	1215	WEST BEVERLY BL	N 21ST ST N		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Sideswipe	Other Motor Vehicle	Daylight					
8842652	20190326	713	WEST BEVERLY BL	N 21ST ST N		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8847896	20190326	2220	WEST BEVERLY BL	18TH ST		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Dark - Street Lights					
8948361	20190827	1836	WEST BEVERLY BL	N 21ST ST		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8948365	20190827	1616	N 21ST ST	W BEVERLY BL W		0 Not Stated, in Intersection	Other Visible Injury	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8964289	20190828	635	N 21ST ST	WEST BEVERLY BL		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Sideswipe	Other Motor Vehicle	Daylight				Y	
9059524	20200225	815	N 21ST ST	W BEVERLY BL W		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	

Horizontal Street	Beverly Blvd
Vertical Street	21st St

Crash Type	Crash Count
Property Damage Only	3
Injury	9
Fatal	0
TOTAL	12



PRIORITY INTERSECTION B2

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8028625	20160412	1853	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Dusk - Dawn				Y	
8047694	20160403	2333	N MONTEBELLO BL	AVENIDA DE LA MERCED	234	North	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
8054665	20160510	1330	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8083837	20160610	1327	N MONTEBELLO BL	AVENIDA DE LA MERCED	48	South	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8102685	20160722	1417	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8396736	20170527	1705	WEST AVENIDA DE LA M	MONTEBELLO BL	0	Not Stated, in Intersection	Other Visible Injury	Improper Turning	Broadside	Other Motor Vehicle	Daylight				Y	
8513592	20171224	1730	N MONTEBELLO BL	AVENIDA LA MERCED	40	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn				Y	
8809094	20190218	1514	W AVENIDA DE LA MERC	MONTEBELLO BL	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8877009	20190519	911	W AVENIDA DE LA MERC	N MONTEBELLO BL N	0	Not Stated, in Intersection	Severe Injury	Improper Turning	Hit Object	Fixed Object	Daylight				Y	
9012266	20191230	2059	N MONTEBELLO BL	AVENIDA DE LA MERCED	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
9059540	20200213	1518	N MONTEBELLO BL	AVENIDA DE LA MERCED	0	Not Stated, in Intersection	Complaint of Pain	-	Rear End	Other Motor Vehicle	Daylight				Y	

Horizontal Street	Montebello Blvd
Vertical Street	Ave de la Merced

Crash Type	Crash Count
Property Damage Only	3
Injury	8
Fatal	0
TOTAL	11

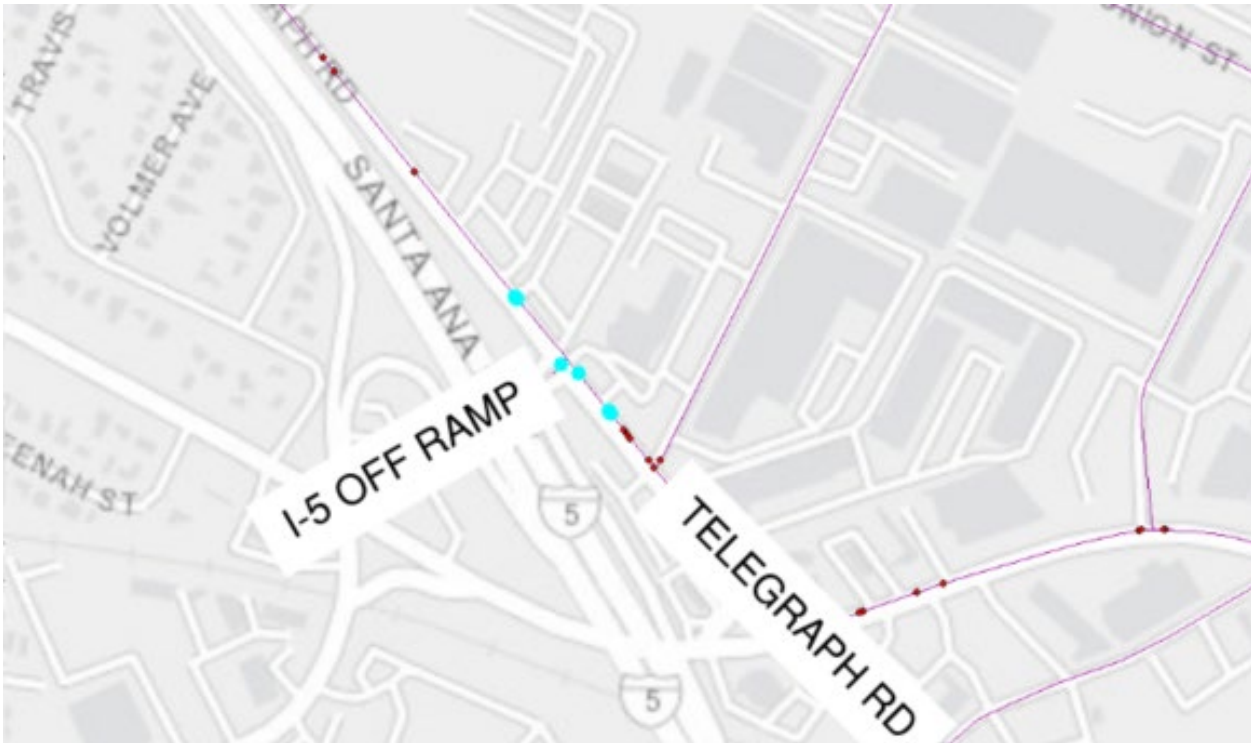


PRIORITY INTERSECTION B3

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8028625	20160412	1853	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Dusk - Dawn				Y	
8047694	20160403	2333	N MONTEBELLO BL	AVENIDA DE LA MERCED	234	North	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
8054665	20160510	1330	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8065119	20160528	330	TELEGRAPH RD	GAGE RD	150	West	Other Visible Injury	Driving or Bicycling Under the Influence of Alcohol or Drug	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	Y
8083837	20160610	1327	N MONTEBELLO BL	AVENIDA DE LA MERCED	48	South	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8102685	20160722	1417	N MONTEBELLO BL	W AVENIDA DE LA MERC	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8143207	20160903	910	W TELEGRAPH RD	GAGE RD	450	West	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8319137	20170118	2500	TELEGRAPH AV	SLAUSON AV	600	West	Other Visible Injury	Pedestrian Violation	Vehicle/Pedestrian	Non-Collision	Dark - Street Lights	Y			Y	
8396736	20170527	1705	WEST AVENIDA DE LA M	MONTEBELLO BL	0	Not Stated, in Intersection	Other Visible Injury	Improper Turning	Broadside	Other Motor Vehicle	Daylight				Y	
8513592	20171224	1730	N MONTEBELLO BL	AVENIDA LA MERCED	40	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn				Y	
8541272	20171216	934	TELEGRAPH RD	GAGE AV	150	West	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8644362	20180514	1238	TELEGRAPH RD	SLAUSON AV	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8702039	20180808	1836	TELEGRAPH RD	GAGE RD	250	West	Complaint of Pain	-	Sideswipe	Other Motor Vehicle	Daylight				Y	
8809094	20190218	1514	W AVENIDA DE LA MERC	MONTEBELLO BL	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8877009	20190519	911	W AVENIDA DE LA MERC	N MONTEBELLO BL N	0	Not Stated, in Intersection	Severe Injury	Improper Turning	Hit Object	Fixed Object	Daylight				Y	
8910802	20180920	2307	TELEGRAPH RD	GAGE AV	299	West	Fatal	Driving or Bicycling Under the Influence of Alcohol or Drug	Broadside	Other Motor Vehicle	Dark - Street Lights			Y		Y
9012266	20191230	2059	N MONTEBELLO BL	AVENIDA DE LA MERCED	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
9059540	20200213	1518	N MONTEBELLO BL	AVENIDA DE LA MERCED	0	Not Stated, in Intersection	Complaint of Pain	-	Rear End	Other Motor Vehicle	Daylight				Y	

Horizontal Street	Telegraph Rd
Vertical Street	I-5 Off Ramp

Crash Type	Crash Count
Property Damage Only	4
Injury	13
Fatal	1
TOTAL	18



PRIORITY INTERSECTION B4

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8065137	20160502	155	E WHITTIER BL	BLUFF RD	66	East	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Dark - Street Lights					Y
8085342	20160623	2050	N BLUFF RD	W WHITTIER BL W	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - No Street Lights					
8173382	20161020	1516	BLUFF RD	WHITTIER BL	76	South	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	
8328765	20170217	1312	E WHITTIER BL	1ST ST	120	East	Property Damage Only	Unsafe Speed	Hit Object	Fixed Object	Daylight					
8329221	20170219	103	E WHITTIER BL	NATASHA LN	120	East	Property Damage Only	Improper Turning	Hit Object	Other Object	Dark - Street Lights					
8397082	20170523	1921	E WHITTIER BL	BLUFF RD	0	Not Stated, in Intersection	Complaint of Pain	Unknown	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
8616536	20180420	1916	E WHITTIER BL	S BLUFF RD	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
8616544	20180418	835	S BLUFF RD	WHITTIER BL	5	South	Complaint of Pain	Wrong Side of Road	Broadside	Bicycle	Daylight		Y		Y	
8667207	20180609	2020	WHITTIER BL	BLUFF RD	200	East	Complaint of Pain	Unsafe Starting or Backing	Sideswipe	Other Motor Vehicle	Dark - Street Lights				Y	
8672653	20180602	2230	E GREENWOOD AV	WASHINGTON BL	50	South	Property Damage Only	Unknown	Sideswipe	Other Motor Vehicle	Dark - Street Lights					
8698497	20180715	505	WHITTIER BL W	BLUFF RD	124	East	Complaint of Pain	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights				Y	
8702031	20180816	1555	WHITTIER ALLEY BL	BLUFF 2ND ALLEY RD	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Other	Bicycle	Daylight		Y		Y	
8702087	20180809	725	E WHITTIER BL	N 2ND ST	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8716936	20180916	2500	WHITTIER BL	1ST ST	0	Not Stated, in Intersection	Property Damage Only	-	Head-On	Fixed Object	Dark - Street Lights					
8765139	20181114	1538	WHITTIER BL	BLUFF RD	5	East	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
8784948	20190115	444	E WHITTIER BL	BLUFF RD	25	East	Property Damage Only	Unsafe Starting or Backing	Other	Other Object	Dusk - Dawn					
8836870	20190320	1327	E WHITTIER BL	BLUFF RD	50	East	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8896039	20190524	928	E WHITTIER BL	BLUFF RD	0	Not Stated, in Intersection	Complaint of Pain	Unknown	Vehicle/Pedestrian	Pedestrian	Daylight		Y		Y	
8964937	20190910	1634	E WHITTIER BL	NATASHA LN	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8976333	20191005	1010	E WHITTIER BL	S BLUFF RD S	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
9010211	20191101	1616	BLUFF RD	WHITTIER BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	

Horizontal Street	Whittier Blvd
Vertical Street	Bluff Rd

Crash Type	Crash Count
Property Damage Only	12
Injury	9
Fatal	0
TOTAL	21



PRIORITY INTERSECTION B5

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8065079	20160502	724	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8085346	20160606	1715	N HOWARD AV	W LINCOLN AV W		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8127005	20160802	1850	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Rear End	Other Motor Vehicle	Dusk - Dawn					
8143360	20160909	2053	W LINCOLN AV	TAYLOR AV	108	East	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
8513833	20171223	346	HOWARD AV	LINCOLN AV	40	South	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Sideswipe	Other Motor Vehicle	Dark - Street Lights					Y
8569973	20180205	2149	LINCOLN AV	HOWARD ST		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - No Street Lights					
8669988	20180629	907	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8674030	20180618	2029	W LINCOLN AV	LINCOLN AV 1001		0 Not Stated, in Intersection	Other Visible Injury	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	Y
8742895	20181031	1710	W LINCOLN AV	HOWARD AV	75	East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8762742	20181024	1815	LINCOLN AV	N HOWARD AV		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn				Y	

Horizontal Street	Lincoln Ave
Vertical Street	Howard Ave

Crash Type	Crash Count
Property Damage Only	5
Injury	5
Fatal	0
TOTAL	10



PRIORITY LOCATION B5/D1

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In which direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8018385	20160329	1755	N MONTEBELLO BL	LINCOLN AV		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8028614	20160419	2024	W LINCOLN AV	TAYLOR AV		85 East	Other Visible Injury	Driving or Bicycling Under the Influence of Alk	Broadside	Parked Motor Vehicle	Dark - Street Lights				Y	Y
8028622	20160415	1437	LINCOLN AV	MAPLE AV		0 Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8065079	20160502	724	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8083826	20160606	640	LINCOLN AV	MAPLE AV		75 East	Property Damage Only	Unsafe Starting or Backing	Other	Parked Motor Vehicle	Daylight					
8085346	20160606	1715	N HOWARD AV	W LINCOLN AV W		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8127005	20160802	1850	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Rear End	Other Motor Vehicle	Dusk - Dawn					
8143211	20160919	1809	W LINCOLN AV	LINCOLN AV 900		0 Not Stated, in Intersection	Complaint of Pain	Improper Turning	Broadside	Other Motor Vehicle	Daylight				Y	
8143360	20160909	2053	W LINCOLN AV	TAYLOR AV		108 East	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
8173374	20161029	1532	NORTH MONTEBELLO BL	LINCOLN AV		150 South	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8173639	20161026	1842	N MAPLE AV	LINCOLN AV		9 North	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8341320	20170306	1719	WEST LINCOLN AV	MONTEBELLO BL		150 West	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8371279	20170411	1948	N MAPLE AV	LINCOLN AV		0 Not Stated, in Intersection	Other Visible Injury	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Dark - Street Lights	Y			Y	
8418090	20170613	724	W LINCOLN AV	N MONTEBELLO BL N		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8429948	20170727	847	W LINCOLN AV	VAIL ST		25 East	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8431596	20170624	1849	N MONTEBELLO BL	E LINCOLN AV E		0 Not Stated, in Intersection	Complaint of Pain	Pedestrian Right of Way	Vehicle/Pedestrian	Bicycle	Daylight		Y		Y	
8509326	20171015	1329	W LINCOLN AV	MONTEBELLO BL		200 West	Other Visible Injury	Wrong Side of Road	Broadside	Bicycle	Daylight		Y		Y	
8513833	20171223	346	HOWARD AV	LINCOLN AV		40 South	Property Damage Only	Driving or Bicycling Under the Influence of Alk	Sideswipe	Other Motor Vehicle	Dark - Street Lights					Y
8544499	20171217	2335	MONTEBELLO BL	LINCOLN BL		100 North	Property Damage Only	Driving or Bicycling Under the Influence of Alk	Rear End	Other Motor Vehicle	Not Stated					Y
8569973	20180205	2149	LINCOLN AV	HOWARD ST		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - No Street Lights					
8570218	20180206	1646	N MONTEBELLO	LINCOLN AV		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Starting or Backing	Rear End	Other Motor Vehicle	Daylight				Y	
8597676	20180310	1819	N MONTEBELLO BL	LINCOLN AV		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Lane Change	Sideswipe	Other Motor Vehicle	Dark - Street Lights				Y	
8616281	20180427	1243	W LINCOLN AV	N 18TH ST		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8616624	20180424	2027	N MONTEBELLO	AVENIDA DE LA MERCEI		60 South	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
8640519	20180515	755	W LINCOLN AV	MONTEBELLO BL		0 Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8669980	20180601	2311	MONTEBELLO BL	LINCOLN AV		166 North	Complaint of Pain	Driving or Bicycling Under the Influence of Alk	Rear End	Parked Motor Vehicle	Dark - Street Lights				Y	Y
8669988	20180629	907	HOWARD AV	LINCOLN AV		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8674030	20180618	2029	W LINCOLN AV	LINCOLN AV 1001		0 Not Stated, in Intersection	Other Visible Injury	Driving or Bicycling Under the Influence of Alk	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	Y
8676044	20180725	1351	TAYLOR AV	LINCOLN AV		228 South	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8742895	20181031	1710	W LINCOLN AV	HOWARD AV		75 East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8762742	20181024	1815	LINCOLN AV	N HOWARD AV		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn				Y	
8843270	20190112	204	N MONTEBELLO	MICHAEL COLLINS CIR		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Head-On	Fixed Object	Dark - Street Lights					
8847544	20190319	1300	N MONTEBELLO BL	LINCOLN AV		40 South	Complaint of Pain	Following Too Closely	Rear End	Other Motor Vehicle	Daylight				Y	
8856291	20190409	2109	N MONTEBELLO BL	W LINCOLN AV		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - No Street Lights				Y	
8900504	20190607	1706	N MONTEBELLO BL	W LINCOLN AV W		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8917761	20190729	2328	N MONTEBELLO BL	LINCOLN AV		50 South	Property Damage Only	-	Sideswipe	Other Object	Dark - Street Lights					
8969804	20191015	1852	W LINCOLN AV	HOWARD AV		300 West	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	
8975433	20191010	1251	N MONTEBELLO BL	W LINCOLN AV W		0 Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight					
9034112	20191218	404	N MONTEBELLO BL	LINCOLN AV		12 North	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Dark - Street Lights					
6849601	20150210	1511	MONTEBELLO BL	LINCOLN AV		15 South	Complaint of Pain	Traffic Signals and Signs	Broadside	Bicycle	Daylight		Y		Y	
6890947	20150327	1332	TAYLOR AV	LINCOLN AV		30 North	Property Damage Only	Unknown	Sideswipe	Other Motor Vehicle	Daylight					
6998583	20150622	752	N HOWARD AV	LINCOLN AV		100 North	Property Damage Only	Improper Turning	Rear End	Parked Motor Vehicle	Dark - Street Lights					
7005249	20150618	1852	W LINCOLN AV	18TH ST		60 West	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Not Stated					
7041133	20150323	1721	MONTEBELLO BL	LINCOLN AV		0 Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
7140986	20151120	2323	W LINCOLN AV	EDISON POLE		15 East	Severe Injury	Improper Turning	Overturned	Fixed Object	Dark - Street Lights				Y	
7141002	20151121	1543	W LINCOLN AV	TAYLOR AV		410 West	Complaint of Pain	Improper Turning	Hit Object	Parked Motor Vehicle	Daylight				Y	
7170262	20151230	1721	MONTEBELLO BL	LINCOLN AV		95 North	Complaint of Pain	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights				Y	

Segment	Lincoln Ave
Extents	18th St to Montebello Blvd

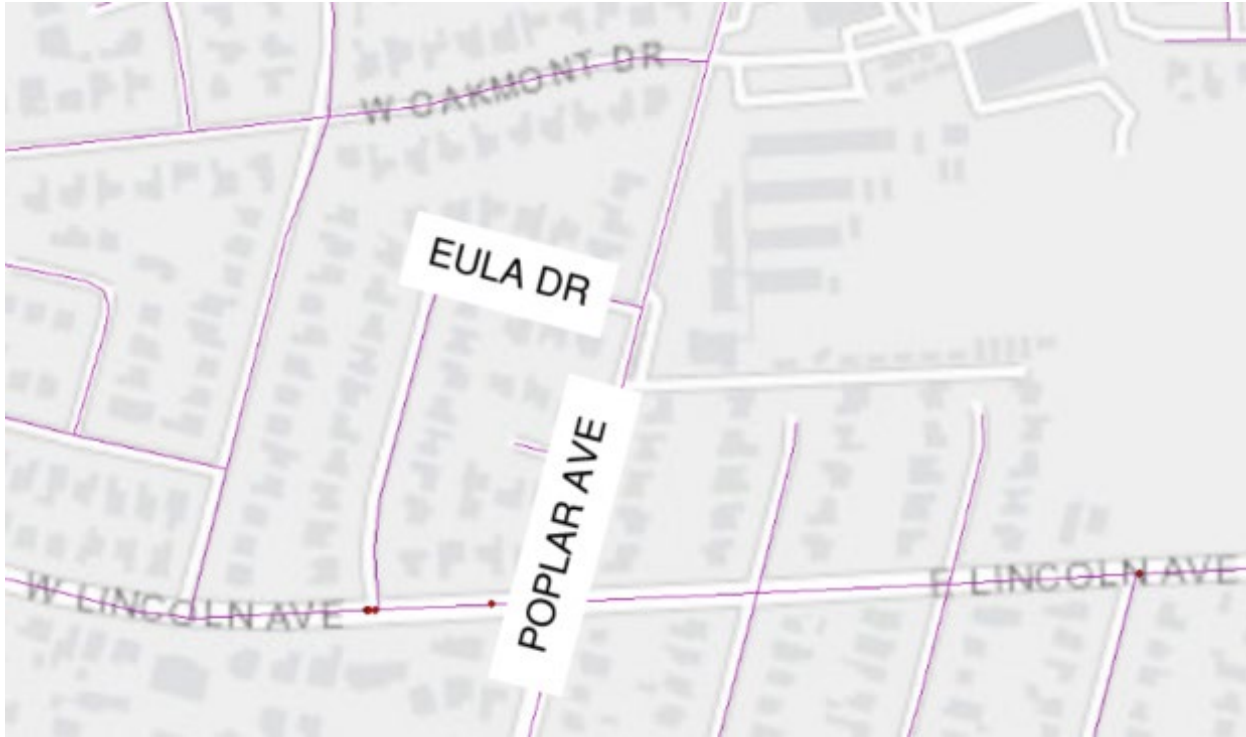
Crash Type	Crash Count
Property Damage Only	0
Injury	29
Fatal	0
Total	29

PRIORITY INTERSECTION B6

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7170241	20151212	116	POPLAR AV	EULA DR		20 North	Severe Injury	Driving or Bicycling Under the Influence of Alcohol or Drug	Head-On	Other Motor Vehicle	Dark - Street Lights				Y	Y

Horizontal Street	Eula Dr
Vertical Street	Poplar Ave

Crash Type	Crash Count
Property Damage Only	0
Injury	1
Fatal	0
TOTAL	1



PRIORITY INTERSECTION C1

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
6718562	20171013	806	WEST WASHINGTON BL	S GREENWOOD AV S	0	Not Stated, in Intersection	Fatal	Unknown	Vehicle/Pedestrian	Pedestrian	Daylight	Y		Y		
7181233	20160127	1519	WEST WASHINGTON BL	GREENWOOD AV	75	West	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
7206705	20160209	1422	WEST WASHINGTON BL	SOUTH GREENWOOD AV	146	East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
7206956	20160213	1001	WEST WASHINGTON BL	S GREENWOOD AV S	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8047697	20160416	1733	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8102615	20160703	2015	WEST WASHINGTON BL	GREENWOOD AV	30	East	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn					
8126884	20160824	1027	S GREENWOOD AV	WASHINGTON BL	6	North	Property Damage Only	Traffic Signals and Signs	Broadside	Bicycle	Daylight		Y			
8144180	20161012	2027	S GREENWOOD AV	WASHINGTON BL	636	North	Property Damage Only	Hazardous Parking	Rear End	Parked Motor Vehicle	Dark - Street Lights					
8151425	20160925	757	S GREENWOOD AV	WEST WASHINGTON BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8173390	20161010	800	SOUTH GREENWOOD AV	WEST WASHINGTON BL	0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Sideswipe	Bicycle	Daylight		Y		Y	
8173643	20161024	434	N GREENWOOD AV	WEST WASHINGTON BL	0	Not Stated, in Intersection	Property Damage Only	-	Broadside	Other Motor Vehicle	Dark - Street Lights					
8319189	20170108	2222	WEST WASHINGTON BL	N GREENWOOD AV	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8371218	20170405	2035	WEST WASHINGTON BL	GREENWOOD AV	0	Not Stated, in Intersection	Complaint of Pain	Improper Turning	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	
8371234	20170424	1403	S GREENWOOD AV	WASHINGTON BL	114	North	Property Damage Only	Automobile Right of Way	Sideswipe	Other Motor Vehicle	Daylight					
8415963	20171024	1049	WASHINGTON BL	GREENWOOD AV	100	West	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight					
8472472	20170923	212	W WASHINGTON AV	GREENWOOD AV	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
8472475	20170907	748	SOUTH GREENWOOD AV	WEST WASHINGTON BL	0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8473278	20170915	1035	S GREENWOOD AV	WASHINGTON BL	6	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8473945	20170921	1407	WEST WASHINGTON BL	GREENWOOD AV	100	East	Complaint of Pain	Unsafe Starting or Backing	Hit Object	Fixed Object	Daylight				Y	
8509353	20171015	2	S GREENWOOD AV	WASHINGTON BL	200	North	Property Damage Only	-	Rear End	Parked Motor Vehicle	Dark - Street Lights					
8520873	20171124	1213	WASHINGTON BL	S GREENWOOD AV	0	Not Stated, in Intersection	Property Damage Only	-	Sideswipe	Other Motor Vehicle	Daylight					
8597382	20180329	1617	WEST WASHINGTON BL	GREENWOOD AV	200	West	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	
8658432	20180630	2110	W WASHINGTON	GREENWOOD AV	6	East	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
8683378	20180724	1103	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8683457	20180726	1357	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8701988	20180828	1110	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8715890	20180905	1745	S GREENWOOD AV	WASHINGTON BL	54	North	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8716949	20180925	1620	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8758402	20181105	1036	S GREENWOOD AV	WASHINGTON BL	10	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8764957	20181109	1855	S GREENWOOD AV	EAST WASHINGTON BL	0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights					
8774412	20181221	1731	WEST WASHINGTON BL	GREENWOOD AV	39	East	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
8783921	20181220	1356	S GREENWOOD AV	WASHINGTON BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8824591	20190202	2500	WASHINGTON BL	GREENWOOD AV	50	West	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Dark - Street Lights					
8836874	20190317	2101	WEST WASHINGTON BL	S GREENWOOD AV	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	
8853240	20181012	32	S GREENWOOD	WEST WASHINGTON BL	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Other Motor Vehicle	Dark - Street Lights					
8877435	20190506	1118	WEST WASHINGTON BL	GREENWOOD AV	200	West	Other Visible Injury	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8900500	20190617	1352	WEST WASHINGTON BL	GREENWOOD AV	200	West	Complaint of Pain	Improper Turning	Sideswipe	Other Motor Vehicle	Not Stated				Y	
8917856	20190730	1042	WEST WASHINGTON BL	GREENWOOD AV	50	West	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Not Stated				Y	
8959244	20190928	2004	S GREENWOOD AV	W WASHINGTON BL W	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8962710	20190915	1411	WEST WASHINGTON BL	S GREENWOOD AV	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Daylight					
8969784	20191030	829	WEST WASHINGTON BL	S GREENWOOD AV	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8969861	20191018	211	S GREENWOOD AV	WASHINGTON BL	60	South	Other Visible Injury	Automobile Right of Way	Vehicle/Pedestrian	Bicycle	Dark - Street Lights		Y		Y	
8976337	20191028	1230	W GREENWOOD AV	S WASHINGTON BL S	0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight					
8980231	20191028	1241	S GREENWOOD AV	WASHINGTON BL	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
9010381	20191130	1838	WEST WASHINGTON BL	GREENWOOD AV	50	East	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Dark - Street Lights					Y
6852919	20150213	1831	WASHINGTON BL	GREENWOOD AV	720	West	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
6876226	20150311	104	WASHINGTON BL	GREENWOOD AV	100	West	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Sideswipe	Other Motor Vehicle	Dark - Street Lights					Y
7025347	20150723	1751	WASHINGTON BL	GREENWOOD AV	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
7046017	20150731	907	S GREENWOOD AV	WASHINGTON BL	100	South	Property Damage Only	Improper Turning	Broadside	Other Motor Vehicle	Daylight					
7140877	20151110	1320	GREENWOOD AV	WASHINGTON BL	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated				Y	
7158619	20151214	1400	GREENWOOD AV	WASHINGTON BL	300	North	Property Damage Only	Improper Turning	Sideswipe	Parked Motor Vehicle	Not Stated					

Horizontal Street	Washington Blvd
Vertical Street	Greenwood Ave

Crash Type	Crash Count
Property Damage Only	25
Injury	25
Fatal	1
TOTAL	51



PRIORITY INTERSECTION C2

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7206940	20160206	1448	S MONTEBELLO BL	WASHINGTON BL	132	North	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8018324	20160317	1820	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Not Stated				Y	
8028593	20160414	1800	WEST WASHINGTON BL	S MONTEBELLO BL S	0	Not Stated, in Intersection	Other Visible Injury	Unsafe Speed	Broadside	Bicycle	Daylight		Y		Y	
8085297	20160603	1438	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight					
8102673	20160715	1659	S MONTEBELLO BL	WASHINGTON BL	24	North	Complaint of Pain	Unsafe Speed	Hit Object	Fixed Object	Daylight				Y	
8173635	20161028	1123	WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
8319228	20170107	1825	EAST WASHINGTON BL	MONTEBELLO BL	100	East	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Dark - Street Lights					
8334943	20170202	2500	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Bicycle	Daylight		Y		Y	
8336287	20170304	1143	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8371275	20170328	723	S MONTEBELLO BL	W WASHINGTON BL W	0	Not Stated, in Intersection	Other Visible Injury	Pedestrian Right of Way	Vehicle/Pedestrian	Pedestrian	Daylight	Y			Y	
8415979	20171025	932	WEST WASHINGTON BL	MONTEBELLO BL	90	West	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8456656	20170821	800	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Property Damage Only	-	Sideswipe	Other Motor Vehicle	Daylight					
8551904	20180102	742	WEST WASHINGTON BL	MONTEBELLO BL	135	East	Severe Injury	Unsafe Speed	Rear End	Parked Motor Vehicle	Daylight				Y	
8569925	20180202	1707	W WASHINGTON AV	S GREENWOOD BL	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8569945	20180220	733	WEST WASHINGTON BL	S 4TH ST	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					
8570261	20180113	1850	WEST WASHINGTON BL	MONTEBELLO BL	0	Not Stated, in Intersection	Other Visible Injury	-	Hit Object	Pedestrian	Daylight		Y		Y	
8667255	20180626	935	WEST WASHINGTON BL	MONTEBELLO BL	175	East	Property Damage Only	Other Than Driver (or Pedestrian)	Hit Object	Other Object	Daylight					
8683453	20180712	1517	WEST WASHINGTON BL	GREENWOOD AV	73	East	Property Damage Only	Unsafe Lane Change	Sideswipe	Other Motor Vehicle	Daylight					
8716913	20180907	1442	WEST WASHINGTON BL	S MONTEBELLO BL S	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8877693	20190501	1628	W WASHINGTON AV	MONTEBELLO BL	200	West	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8877710	20190503	948	MONTEBELLO BL	WASHINGTON BL	50	North	Property Damage Only	Improper Turning	Head-On	Fixed Object	Daylight					
8917860	20190705	1549	WEST WASHINGTON BL	MONTEBELLO BL	66	North	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8959295	20190902	2012	EAST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Property Damage Only	Following Too Closely	Rear End	Other Motor Vehicle	Dark - Street Lights					
8974090	20190802	1125	WEST WASHINGTON BL	S MONTEBELLO BL	0	Not Stated, in Intersection	Property Damage Only	-	Broadside	Other Motor Vehicle	Daylight					
8977094	20191029	2500	WEST WASHINGTON BL	MONTEBELLO BL	0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8982005	20191024	1208	S MONTEBELLO BL	W WASHINGTON BL W	0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight					
8984062	20191016	1107	S MONTEBELLO	WASHINGTON BL	150	North	Other Visible Injury	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight				Y	
9005929	20191227	2000	WASHINGTON BL	MONTEBELLO BL S	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Dark - Street Lights				Y	
9005933	20191226	733	WASHINGTON BL	MONTEBELLO BL	30	East	Other Visible Injury	Traffic Signals and Signs	Rear End	Other Motor Vehicle	Daylight				Y	
9006037	20191229	1228	EAST WASHINGTON BL	MONTEBELLO BL	9	West	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
9030722	20191022	855	MONTEBELLO BL	WASHINGTON BL	0	Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				Y	
6876908	20150326	606	WASHINGTON BL	MONTEBELLO BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
7116466	20151024	807	MONTEBELLO BL	WASHINGTON BL	0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
7140909	20151102	1727	MONTEBELLO BL	WASHINGTON BL	20	North	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	

Horizontal Street	Washington Blvd
Vertical Street	Montebello Blvd

Crash Type	Crash Count
Property Damage Only	14
Injury	20
Fatal	0
TOTAL	34

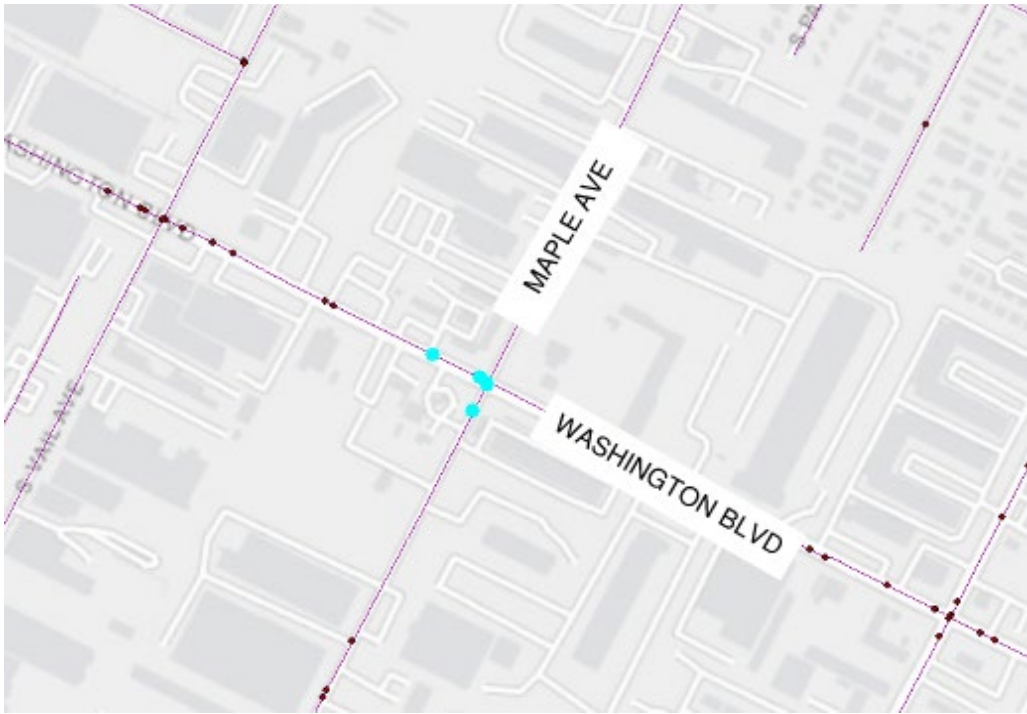


PRIORITY INTERSECTION C3

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8008701	20170215	840	WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Other Visible Injury	Unsafe Lane Change	Broadside	Other Motor Vehicle	Daylight				Y	
8028591	20160421	1635	WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8150967	20160913	1538	WEST WASHINGTON BL	MAPLE AV	182	West	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight				Y	
8314209	20170123	908	W WASHINGTON ST	N MAPLE AV		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Head-On	Other Motor Vehicle	Daylight				Y	
8396744	20170508	543	WEST WASHINGTON BL	SOUTH MAPLE AV		0 Not Stated, in Intersection	Complaint of Pain	-	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8396752	20170524	1707	WEST WASHINGTON BL	MAPLE AV	9	West	Other Visible Injury	Wrong Side of Road	Broadside	Bicycle	Daylight		Y		Y	
8415864	20171020	1520	WEST WASHINGTON BL	S MAPLE AV		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
8432445	20170717	615	S MAPLE AV	W WASHINGTON BL W		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8465380	20180505	1623	S MAPLE AV	WASHINGTON BL		0 Not Stated, in Intersection	Fatal	Unsafe Lane Change	Overturned	Other Motor Vehicle	Daylight			Y		
8569647	20180210	900	S MAPLE AV	W WASHINGTON BL W		0 Not Stated, in Intersection	Other Visible Injury	-	Broadside	Other Motor Vehicle	Daylight				Y	
8569969	20180212	2011	WASHINGTON BL	MAPLE AV	300	East	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Dark - Street Lights					Y
8587112	20180202	2345	S MAPLE AV	WEST WASHINGTON BL		0 Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8611437	20180319	2122	S MAPLE AV	WASHINGTON BL		0 Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Sideswipe	Other Motor Vehicle	Dark - Street Lights					
8616556	20180407	1900	N MAPLE AV	EAST WASHINGTON BL		0 Not Stated, in Intersection	Complaint of Pain	-	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
8616628	20180415	2038	WEST WASHINGTON BL	S MAPLE AV		0 Not Stated, in Intersection	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Dark - Street Lights					Y
8665689	20180608	1920	S MAPLE AV	WASHINGTON BL	15	West	Property Damage Only	Driving or Bicycling Under the Influence of Alcohol or Drug	Head-On	Parked Motor Vehicle	Dark - Street Lights					Y
8676032	20180707	351	WEST WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Complaint of Pain	Unknown	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
8742756	20181012	635	MAPLE AV	WASHINGTON BL		0 Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dusk - Dawn					
8742911	20181009	2200	WEST WASHINGTON BL	S MAPLE AV S		0 Not Stated, in Intersection	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights				Y	
8758967	20181107	1306	WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight					
8820087	20190203	1802	S MAPLE AV	WASHINGTON BL	90	South	Other Visible Injury	-	Hit Object	Fixed Object	Dark - Street Lights				Y	
8842083	20190315	1320	S MAPLE AV	WEST WASHINGTON BL		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Vehicle/Pedestrian	Pedestrian	Daylight		Y		Y	
8856178	20190419	1754	MAPLE AV	WASHINGTON BL		0 Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Dusk - Dawn				Y	
6822427	20150122	2044	WEST WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Dark - Street Lights					
6927107	20150417	1903	WEST WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
6962591	20150526	553	WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Head-On	Other Motor Vehicle	Daylight					
7025255	20150724	829	WASHINGTON BL	MAPLE AV	156	West	Property Damage Only	-	Other	Other Object	Not Stated					
7025304	20150723	2056	WEST WASHINGTON BL	MAPLE AV		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
7066299	20150811	828	MAPLE AV	WEST WASHINGTON BL		0 Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				Y	
7140853	20151125	1434	WEST WASHINGTON BL	MAPLE AV	138	West	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	

Horizontal Street	Washington Blvd
Vertical Street	Maple Ave

Crash Type	Crash Count
Property Damage Only	10
Injury	19
Fatal	1
TOTAL	30



PRIORITY INTERSECTION C4

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
7188040	20160128	2500	WEST WASHINGTON BL	S VAIL AV S		0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight				
8126417	20160826	757	WEST WASHINGTON BL	SOUTH VAIL AV S		0	Not Stated, in Intersection	Property Damage Only	-	Broadside	Other Motor Vehicle	Daylight				
8173427	20161019	1239	WEST WASHINGTON BL	S VAIL AV		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8456648	20170816	1649	WEST WASHINGTON BL	VAIL AV		57	West	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight			Y	
8456652	20170804	1130	W WASHINGTON	VAIL AV		159	East	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Not Stated			Y	
8472467	20170904	1130	W WASHINGTON	VAIL AV		180	West	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight			Y	
8473293	20170929	1321	WEST WASHINGTON BL	VAIL AV SOUTH		0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
8518992	20171124	649	W WASHINGTON	S VAIL AVE S		0	Not Stated, in Intersection	Complaint of Pain	Unknown	Broadside	Other Motor Vehicle	Daylight			Y	
8519220	20171122	1749	VAIL AV	WASHINGTON BL		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Dark - Street Lights			Y	
8597632	20180311	1019	W WASHINGTON	VAIL AV		72	West	Complaint of Pain	Driving or Bicycling Under the Influence of Alcohol or Drug	Rear End	Other Motor Vehicle	Daylight			Y	Y
8666072	20180628	2023	S VAIL AV	W WASHINGTON AV		0	Not Stated, in Intersection	Property Damage Only	Unsafe Speed	Head-On	Other Motor Vehicle	Dark - Street Lights				
8683513	20180705	1829	VAIL AV	WASHINGTON BL		0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight				
8701952	20180822	1901	S VAIL AV	W WASHINGTON BL W		0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8742728	20181015	1420	S VAIL AV	WEST WASHINGTON BL		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
8792577	20190111	729	S VAIL AV	W WASHINGTON AV W		0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8938635	20190826	720	W WASHINGTON	VAIL ST		225	East	Severe Injury	-	Vehicle/Pedestrian	Pedestrian	Daylight	Y		Y	
8948373	20190820	2102	WEST WASHINGTON BL	S VAIL AV		0	Not Stated, in Intersection	Complaint of Pain	Unknown	Vehicle/Pedestrian	Pedestrian	Dark - Street Lights	Y		Y	
8959618	20190830	1702	S VAIL AV	W WASHINGTON BL W		0	Not Stated, in Intersection	Other Visible Injury	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y	
8994397	20191125	1518	WEST WASHINGTON BL	VAIL ST		0	Not Stated, in Intersection	Complaint of Pain	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Daylight			Y	
6876238	20150311	103	WASHINGTON BL	VAIL AV		0	Not Stated, in Intersection	Other Visible Injury	Driving or Bicycling Under the Influence of Alcohol or Drug	Sideswipe	Other Motor Vehicle	Dark - Street Lights			Y	Y
7066213	20150821	700	WEST WASHINGTON BL	VAIL AV		60	East	Complaint of Pain	Unsafe Speed	Rear End	Other Motor Vehicle	Daylight			Y	
7171032	20151203	1906	WEST WASHINGTON BL	VAIL AV		0	Not Stated, in Intersection	Property Damage Only	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				

Horizontal Street	Washington Blvd
Vertical Street	Vail Ave

Crash Type	Crash Count
Property Damage Only	5
Injury	17
Fatal	0
TOTAL	22



PRIORITY INTERSECTION C5

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8102490	20160727	1120	WEST WASHINGTON BL	4TH ST	81	West	Complaint of Pain	Improper Turning	Sideswipe	Other Motor Vehicle	Daylight				Y	
8167149	20180115	1740	WEST WASHINGTON BL	S 4TH ST	0	Not Stated, in Intersection	Fatal	Pedestrian Violation	Vehicle/Pedestrian	Pedestrian	Dark - Street Lights	Y		Y		
8327790	20170216	750	WASHINGTON AV	4TH ST	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Rear End	Other Motor Vehicle	Daylight				Y	
8373994	20170415	2329	WEST WASHINGTON	4TH ST	0	Not Stated, in Intersection	Complaint of Pain	Driving or Bicycling Under the Influence of Alcohol or Drug	Broadside	Other Motor Vehicle	Not Stated				Y	Y
8450486	20170805	2203	WEST WASHINGTON BL	4TH ST	40	West	Property Damage Only	Improper Turning	Rear End	Other Motor Vehicle	Dark - Street Lights					
8597374	20180309	930	WEST WASHINGTON BL	S 4TH ST	0	Not Stated, in Intersection	Property Damage Only	Automobile Right of Way	Sideswipe	Other Motor Vehicle	Daylight					
8616269	20180416	1455	WEST WASHINGTON BL	S 4TH ST	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8616632	20180403	1554	SOUTH 4TH ST	SOUTH 4TH ST 1017	0	Not Stated, in Intersection	Property Damage Only	Improper Turning	Hit Object	Fixed Object	Daylight					
8649386	20180603	1514	S 4TH ST	WASHINGTON BL	42	South	Property Damage Only	Unsafe Starting or Backing	Broadside	Other Motor Vehicle	Daylight					
8743221	20180929	1106	S 4TH ST	WASHINGTON BL	200	North	Property Damage Only	Improper Turning	Broadside	Parked Motor Vehicle	Daylight					
8769289	20181218	1545	S 4TH ST	W WASHINGTON BL W	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	
8948341	20190822	2135	WEST WASHINGTON BL	S 4TH ST	0	Not Stated, in Intersection	Other Visible Injury	Traffic Signals and Signs	Broadside	Other Motor Vehicle	Dark - Street Lights				Y	
6876222	20150314	1504	4TH ST	WASHINGTON BL	8	North	Property Damage Only	Improper Turning	Head-On	Other Motor Vehicle	Daylight					
7141005	20151124	1235	WASHINGTON BL	4TH ST	0	Not Stated, in Intersection	Complaint of Pain	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight				Y	

Horizontal Street	Washington Blvd
Vertical Street	4th St

Crash Type	Crash Count
Property Damage Only	6
Injury	7
Fatal	1
TOTAL	14

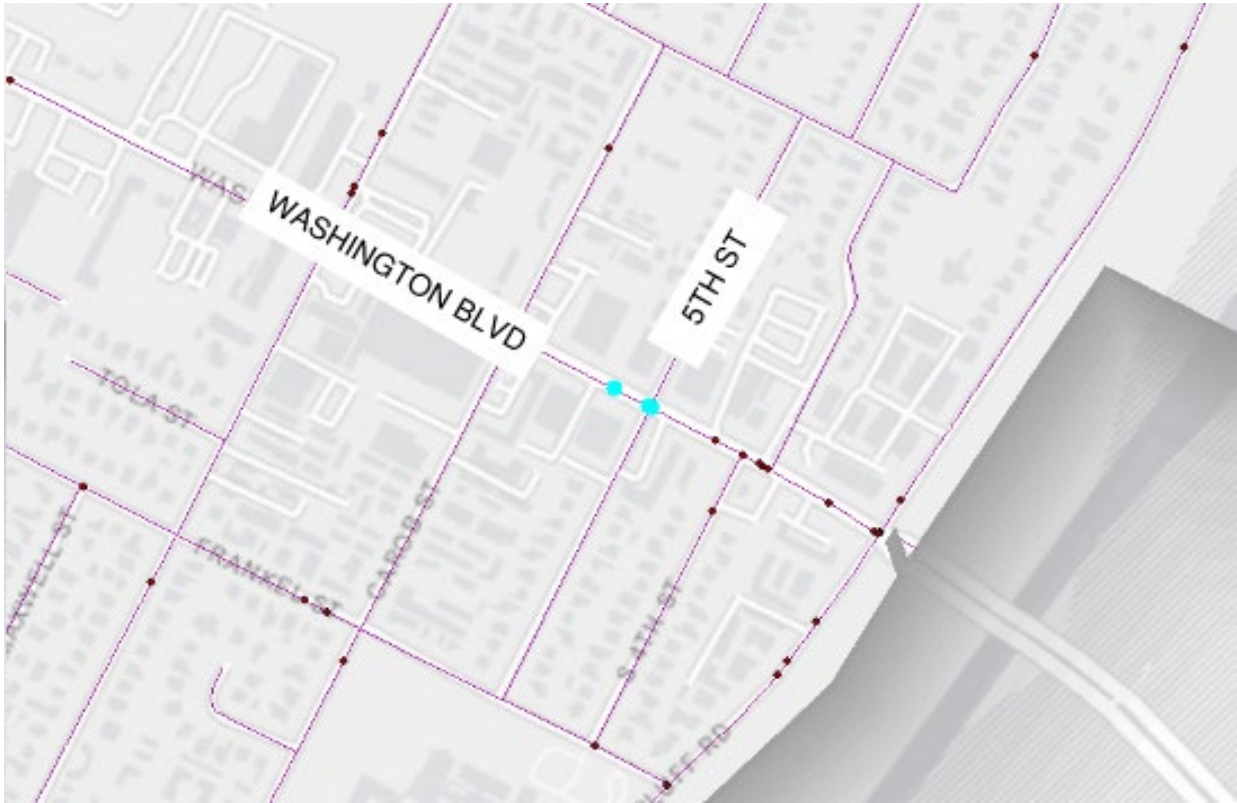


PRIORITY INTERSECTION C6

Crash ID	Crash Date	Crash Time	Primary Road	Secondary Road	Distance from Center of Intersection	In Which Direction?	Crash Severity	Primary Collision Factor	Crash Type	Type of Object Hit	Lighting Condition	Ped Involved	Bike Involved	Fatality	Injury	DUI
8429936	20170629	1329	WEST WASHINGTON BL	5TH ST	100	West	Complaint of Pain	Automobile Right of Way	Head-On	Other Motor Vehicle	Daylight					Y
8465506	20170603	1325	EAST WASHINGTON BL	S 5TH ST	0	Not Stated, in Intersection	Fatal	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight			Y		
8877689	20190511	908	WEST WASHINGTON BL	5TH ST	6	East	Property Damage Only	Automobile Right of Way	Broadside	Other Motor Vehicle	Daylight					

Horizontal Street	Washington Blvd
Vertical Street	5th St

Crash Type	Crash Count
Property Damage Only	1
Injury	1
Fatal	1
TOTAL	3



CITY OF MONTEBELLO

APPENDIX I: Countermeasure Identification



 **MARK
THOMAS**

Selected countermeasures for HSIP application

Countermeasures		CRF	Life	FE	A1: Beverly Blvd & Garfield Ave	A2: Whittier Blvd & Maple Ave	A3: Beverly Blvd & Bradshaw St	A4: Via Campo & Wilcox Ave	A5: Beverly Blvd & Maple Ave	B2: Montebello Blvd & Avenida de la Merced	B4: Whittier Blvd & Bluff Rd	B5: Lincoln Ave & Howard Ave	Combination of B5 and D1
SI-1	Add intersection lighting (S.I.)	0.4	20	90%				•			•		
SI-2	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	0.15	10	90%	•	•	•	•	•	•	•	•	•
SI-3	Improve signal timing (coordination, phases, red, yellow, or operation)	0.15	10	50%	•		•	•	•		•	•	•
SI-7	Provide protected left turn phase (left turn lane already exists)	0.3	20	90%	•				•	•		•	•
SI-8	Convert signal to mast arm (from pedestal-mounted)	0.3	20	90%			•				•		
SI-10	Install flashing beacons as advance warning (S.I.)	0.3	10	90%						•	•		
SI-17PB	Install pedestrian countdown signal heads	0.25	20	90%		•	•		•				
SI-21PB	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	0.6	10	90%	•	•	•	•	•		•	•	•
BCR					22.88	6.37	9.30	6.03	24.15	9.81	5.40	2.82	10.14

Selected countermeasures for HSIP application

Countermeasures		CRF	Life	FE	B3-A: Telegraph Rd & I-5 Off Ramp	B3-B: Telegraph Rd & I-5 Off Ramp
NS-3	Install signals	0.3	20	90%	●	●
NS-14	Install raised median on approaches (NS.I.)	0.25	20	90%	●	●
NS-18	Install left-turn lane (where no left-turn lane exists)	0.35	20	90%	●	●
NS-20PB	Install pedestrian crossing at uncontrolled locations (new signs and markings only)	0.25	10	90%		
BCR					21.57	12.63

Selected countermeasures for HSIP application

Countermeasures		CRF	Life	FE	Combination of B5 and D1
R14	Road Diet (Reduce travel lanes and add a two way left-turn and bike lanes)	0.35	20	90%	●
R33PB	Install Separated Bike Lanes	0.45	20	90%	●
BCR					10.14

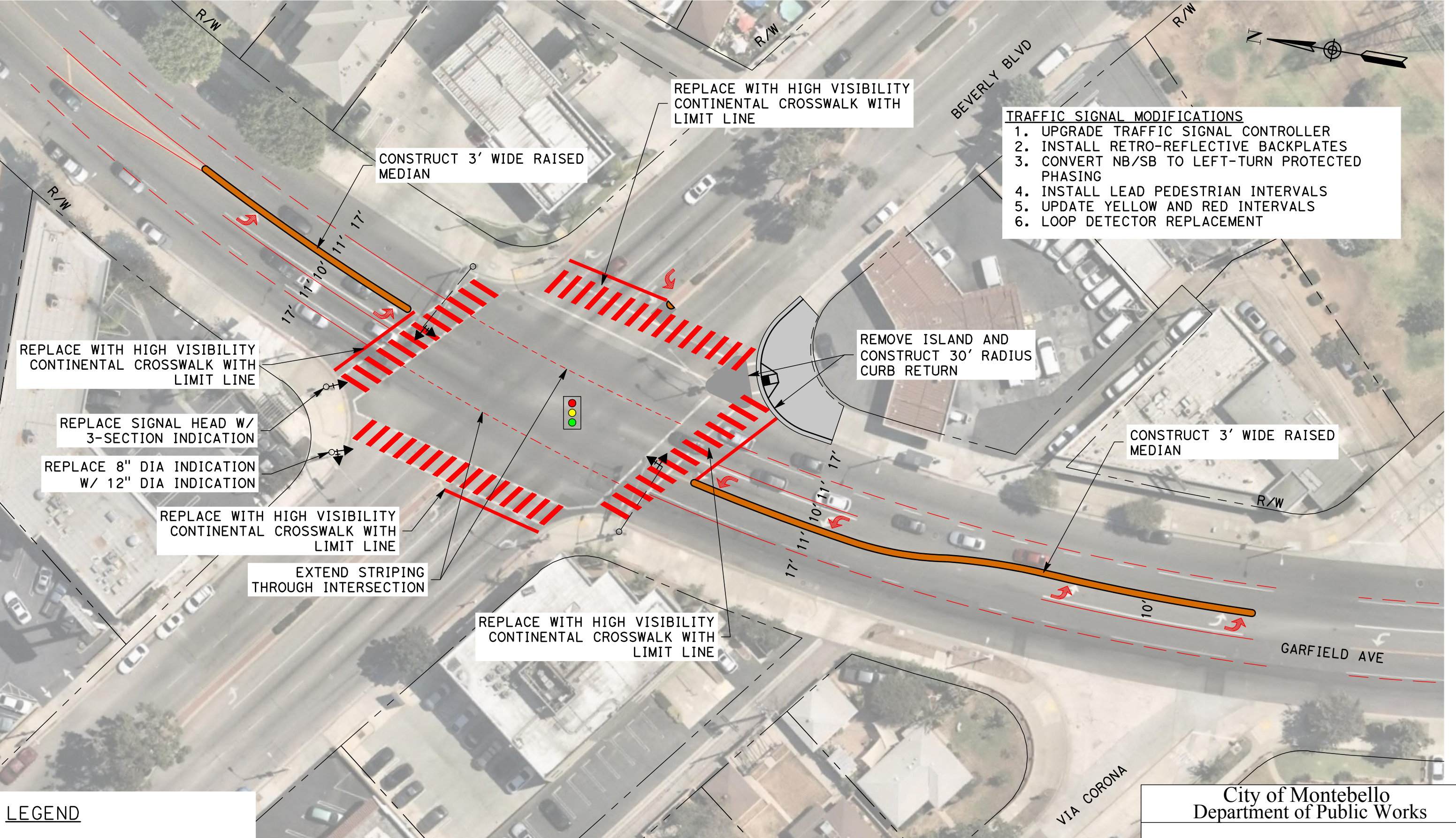
Intersection Countermeasures to Consider in Washington Boulevard Improvement Designs

Countermeasure (Caltrans LRSM ID)	C1 - Washington Blvd. & Greenwood Ave.	C2 - Washington Blvd. & Montebello Blvd.	C3 - Washington Blvd. & Maple Ave.	C4 - Washington Blvd. & Vail Ave.	C5 - Washington Blvd. & 4th St.	C6 - Washington Blvd. & 5th St.
Overhead mast arms (S08)	● Northbound/ Southbound	● Northbound/ Southbound	● Northbound/ Southbound	● Northbound/ Southbound		
Install retroreflective back plates (S02)	●	●	●	●		
Advanced warning signage/Advanced warning flashing beacons (S10)	●	● Along Montebello Blvd.	● Along Maple Ave.	● Along Vail Ave.		● Along Washington Blvd.
High-visibility crosswalks (NS21PB)	●	●	●	●	●	●
Advanced stop bars (S20PB / NS21PB)	●	●	●	●	●	●
Countdown pedestrian timers (S17PB)	●	●	●	●		
Directional curb ramps with truncated domes	●	●	●	●	●	●
Pedestrian-scale lighting	●	●	●	●	●	●
Update yellow/red interval clearance times (S03)	●	●	●	●		
Lead Pedestrian Intervals (S21PB)	●	●	●	●		
Corridor-level speed management	●	●	●	●	●	●
Access control for future redevelopment	●	●	●	●	●	●
Other countermeasures	• No right-turn on red restrictions				• Add raised median to restrict offset north and south leg access to right-in/right-out only (S14)	

CITY OF MONTEBELLO

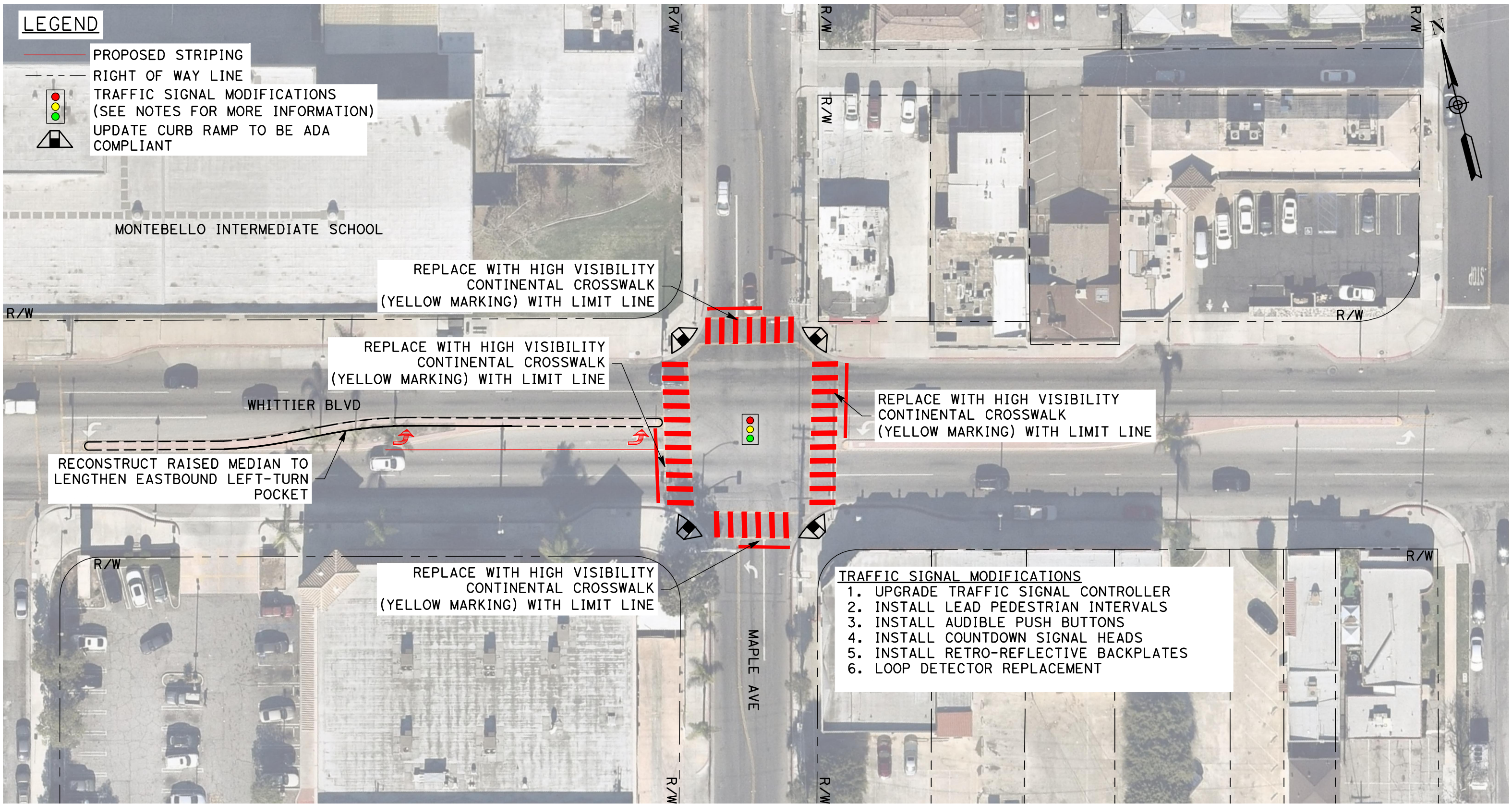
APPENDIX J: Countermeasure Concept Plans





LEGEND

- PROPOSED STRIPING
- RIGHT OF WAY LINE
- TRAFFIC SIGNAL MODIFICATIONS
(SEE NOTES FOR MORE INFORMATION)
- UPDATE CURB RAMP TO BE ADA
COMPLIANT



City of Montebello Department of Public Works		
Montebello SSAR Concept Exhibits - A2 Whittier Blvd & Maple Ave		
SCALE 1":40'	PLAN NO.	SHEET OF

LEGEND

PROPOSED STRIPING

- RIGHT OF WAY LINE

TRAFFIC SIGNAL MODIFICATIONS
(SEE NOTES FOR MORE INFORMATION)

ADA CURB RAMP



CONSTRUCT BULB-OUT

RELOCATE BUS STOP
TO BULB-OUT

RECONSTRUCT
DWY

8' FROM EX
CURB FACE

EXTEND BULB-OUT
BEYOND DWY

SHORTEN MEDIAN NOSE TO BE OUT
OF CROSSWALK PATH OF TRAVEL

BEVERLY BLVD

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK
(YELLOW MARKING) WITH LIMIT LINE

15'

1

CONSTRUCT BULB-OUT

TRAFFIC SIGNAL MODIFICATIONS

1. UPGRADE TRAFFIC SIGNAL CONTROLLER
2. INSTALL NEW SIGNAL POLE, MAST ARM, AND SIGNAL HEADS FOR NB/SB DIRECTIONS
3. INSTALL RETRO-REFLECTIVE BACKPLATES
4. INSTALL LEAD PEDESTRIAN INTERVALS
5. UPDATE YELLOW AND RED INTERVALS
6. INSTALL AUDIBLE PUSH BUTTONS
7. INSTALL COUNTDOWN SIGNAL HEADS
8. REMOVE MEDIAN-MOUNTED PUSH BUTTONS
9. LOOP DETECTOR REPLACEMENT

BRADSHAW ST

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK
(YELLOW MARKING) WITH LIMIT LINE

- CONSTRUCT BULB-OUT

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK
(YELLOW MARKING) WITH LIMIT LINE

SHORTEN MEDIAN NOSE TO
BE OUT OF CROSSWALK
PATH OF TRAVEL

8' FROM EX
CURB FACE

16

RECONSTRUCT
DWY

EXTEND BULB-OUT
BEYOND DWY

RELOCATE BUS STOP
TO BULB-OUT

CONSTRUCT BULB-OUT

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK
(YELLOW MARKING) WITH LIMIT LINE

CONSTRUCT BULB-OUT*

1. BULBOUTS TO BE FINISHED WITH HIGH-VISIBILITY TREATMENTS (REFLECTORS, SIGNAGE, PAINT, ETC) TO BE DETERMINED AT A LATER TIME.
2. BULBOUTS CAN BE FINISHED WITH TEXTURED PAVEMENT/CONCRETE AND DROUGHT TOLERANT PLANTING WHERE FEASIBLE.



City of Montebello
Department of Public Works

Montebello SSAR Concept Exhibits - A3 Beverly Blvd & Bradshawe St

SCALE 1":40'

PLAN NO.

SHEET OF

LEGEND

- PROPOSED STRIPING
- RIGHT OF WAY LINE
- TRAFFIC SIGNAL MODIFICATIONS
(SEE NOTES FOR MORE INFORMATION)



REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK WITH
LIMIT LINE

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK WITH
LIMIT LINE

VIA CAMPO

WILCOX AVE

REPLACE WITH HIGH VISIBILITY
CONTINENTAL CROSSWALK WITH
LIMIT LINE

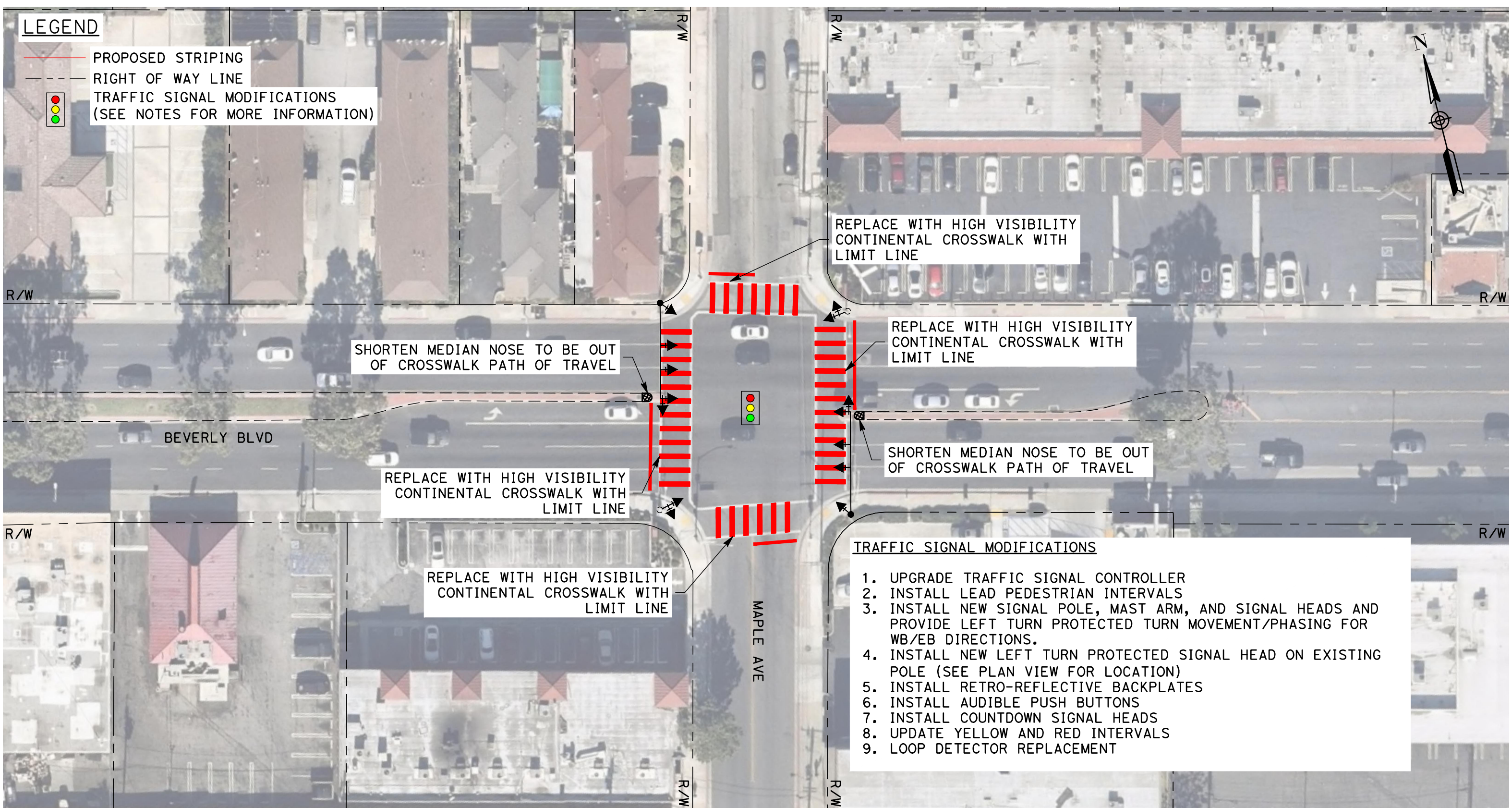
TRAFFIC SIGNAL MODIFICATIONS

1. UPGRADE TRAFFIC SIGNAL CONTROLLER
2. INSTALL LEAD PEDESTRIAN INTERVALS
3. INSTALL RETRO-REFLECTIVE BACKPLATES
4. UPDATE YELLOW AND RED INTERVALS
5. INTERCONNECT WITH ADJACENT SIGNAL
6. INSTALL ADDITIONAL LIGHTING
7. LOOP DETECTOR REPLACEMENT

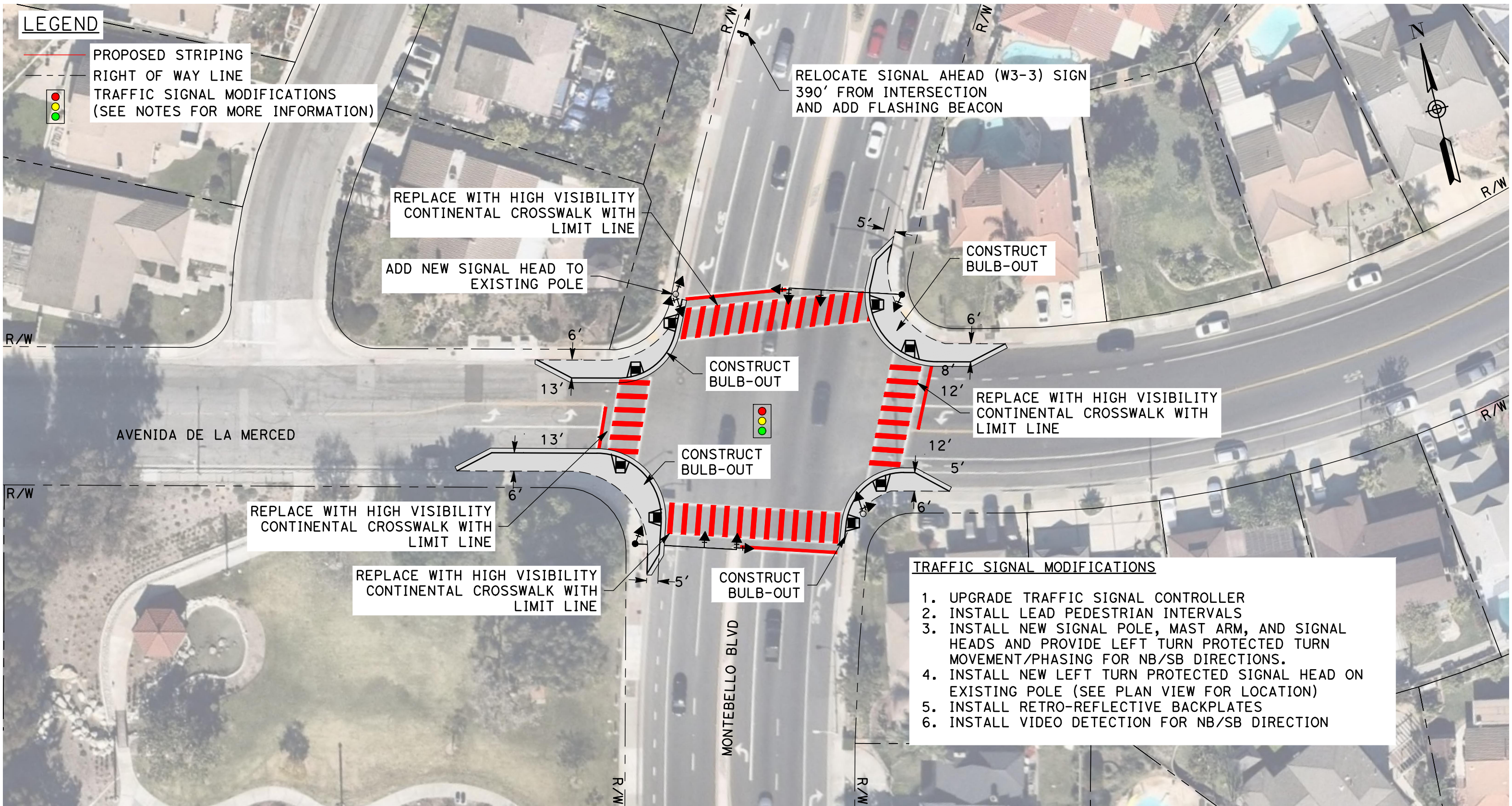


City of Montebello
Department of Public Works

Montebello SSAR Concept Exhibits -
A4 Via Campo & Wilcox Ave



City of Montebello Department of Public Works		
Montebello SSAR Concept Exhibits - A5 Beverly Blvd & Maple Ave		
SCALE 1":40'	PLAN NO.	SHEET OF

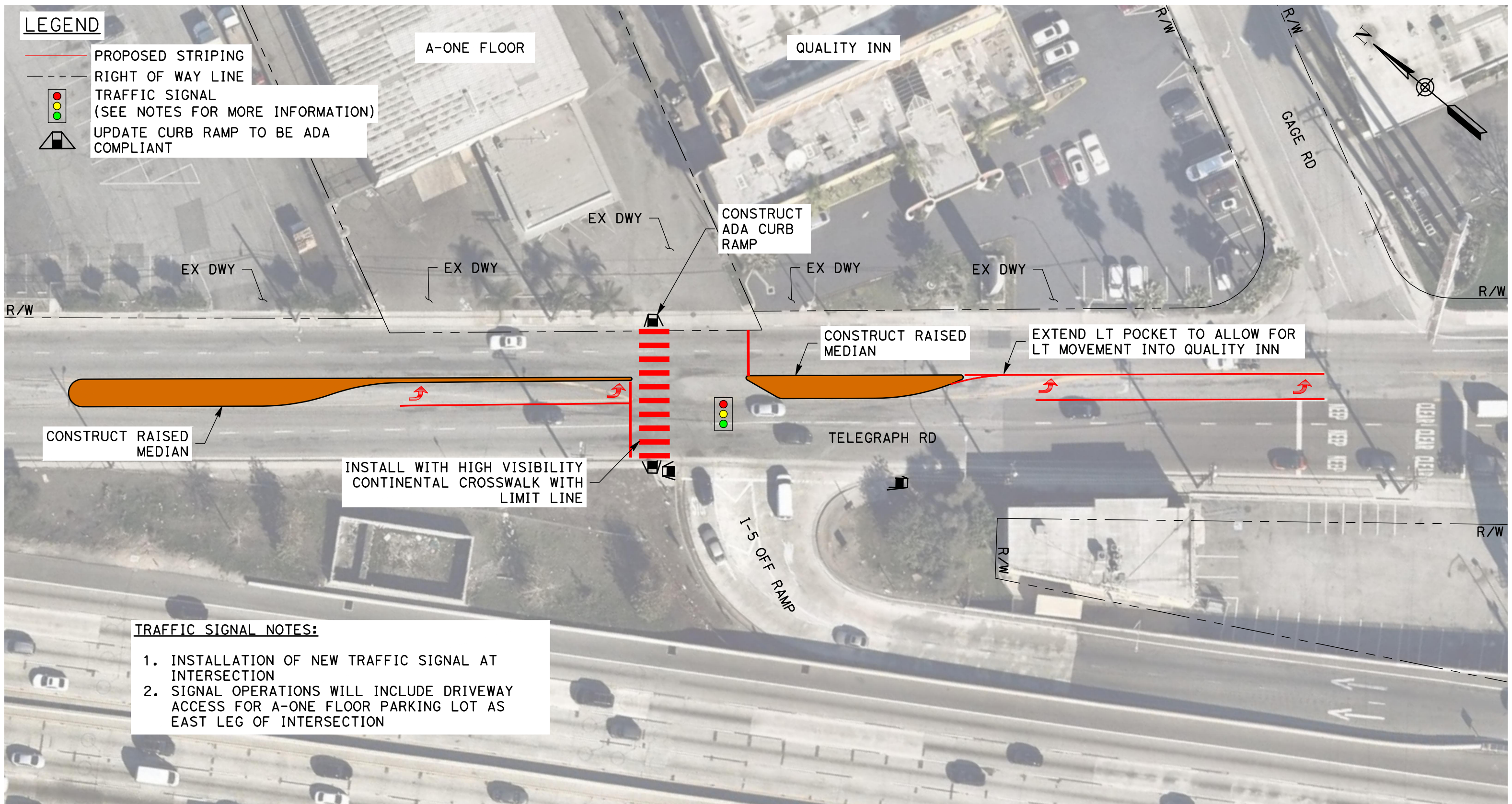


City of Montebello
Department of Public Works
Montebello SSAR Concept Exhibits -
B2 Montebello Blvd &
Avenida de la Merced

SCALE 1"=40'	PLAN NO.	SHEET OF
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LEGEND

- PROPOSED STRIPING
- RIGHT OF WAY LINE
- TRAFFIC SIGNAL
(SEE NOTES FOR MORE INFORMATION)
- UPDATE CURB RAMP TO BE ADA COMPLIANT



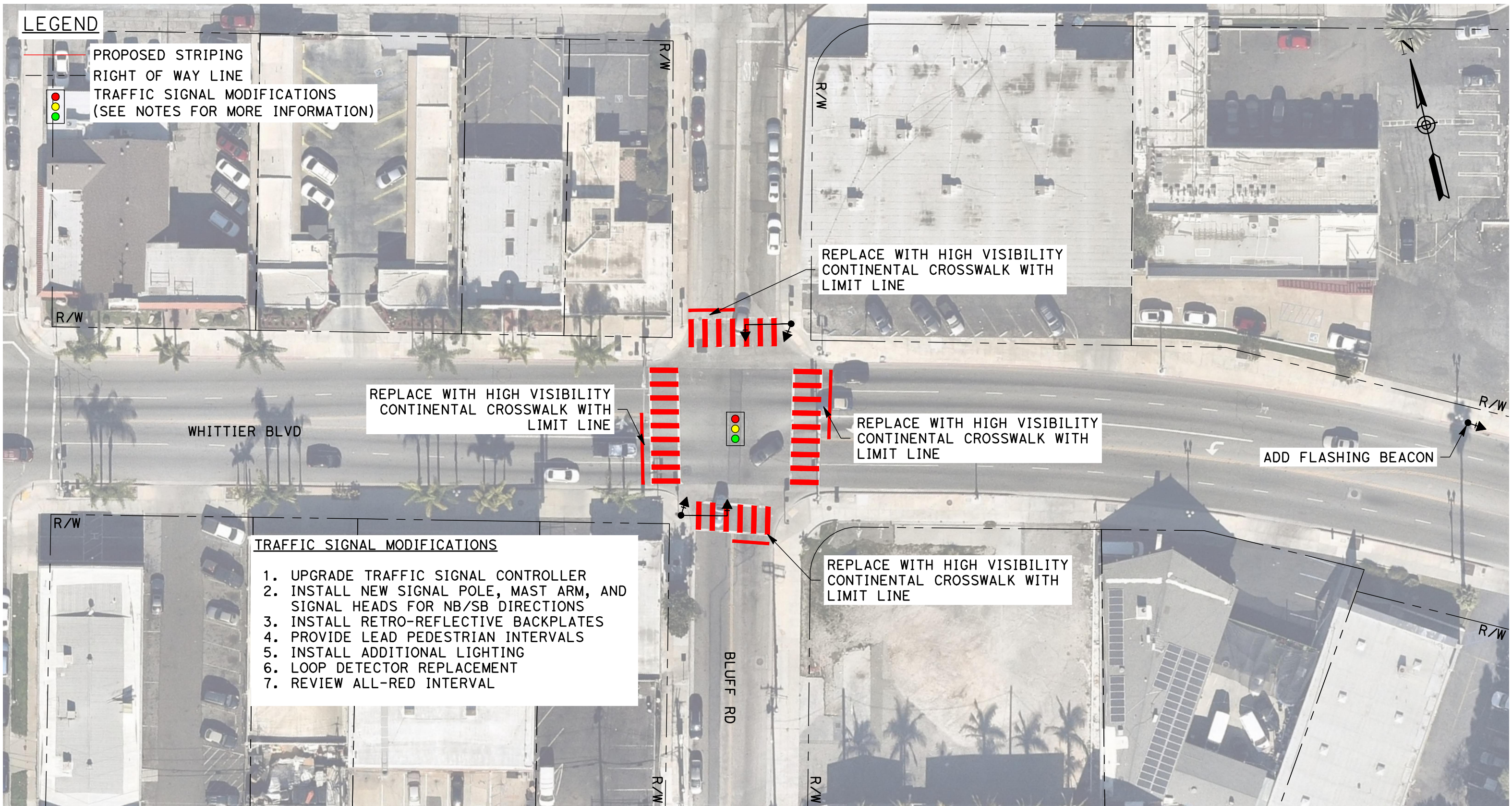
- TRAFFIC SIGNAL NOTES:**
1. INSTALLATION OF NEW TRAFFIC SIGNAL AT INTERSECTION
 2. SIGNAL OPERATIONS WILL INCLUDE DRIVEWAY ACCESS FOR A-ONE FLOOR PARKING LOT AS EAST LEG OF INTERSECTION



City of Montebello Department of Public Works		
Montebello SSAR Concept Exhibits - B3 Telegraph Rd & I-5 Off Ramp		
SCALE 1":40'	PLAN NO.	SHEET OF

LEGEND

- PROPOSED STRIPING
- RIGHT OF WAY LINE
- TRAFFIC SIGNAL MODIFICATIONS
(SEE NOTES FOR MORE INFORMATION)



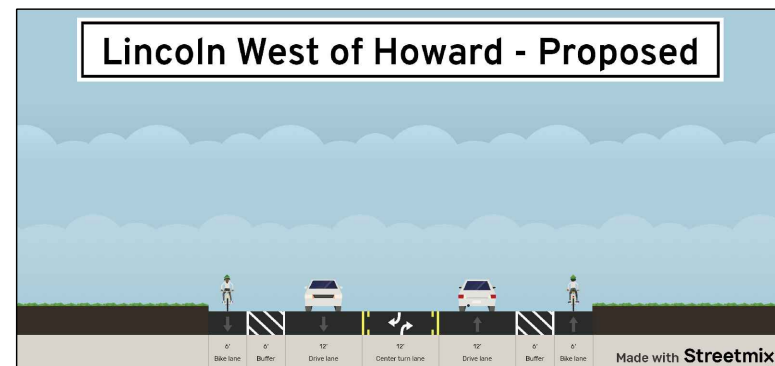
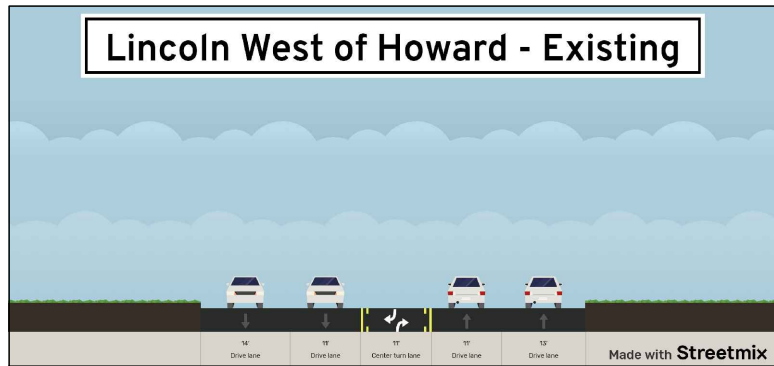
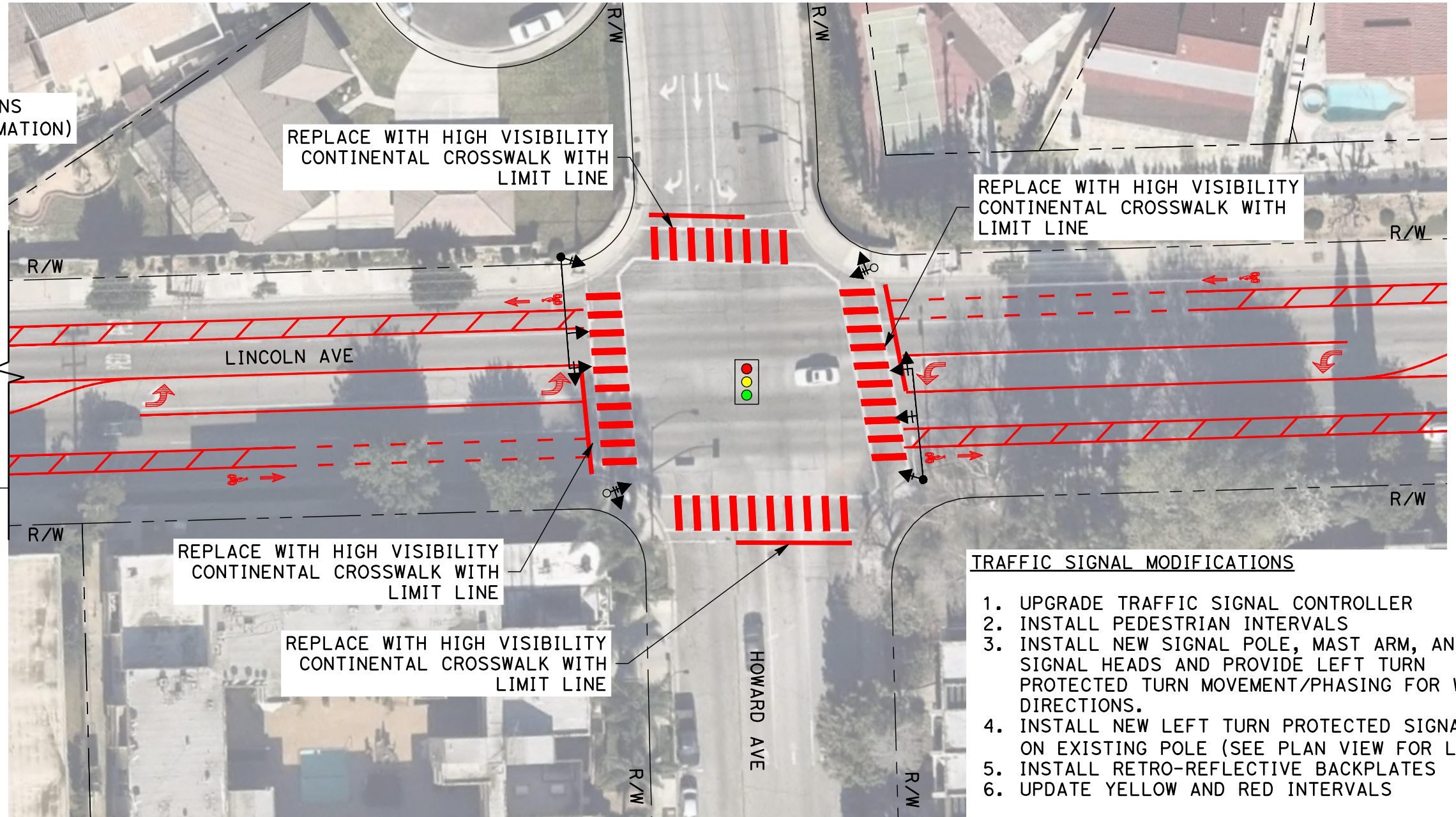
- TRAFFIC SIGNAL MODIFICATIONS**
1. UPGRADE TRAFFIC SIGNAL CONTROLLER
 2. INSTALL NEW SIGNAL POLE, MAST ARM, AND SIGNAL HEADS FOR NB/SB DIRECTIONS
 3. INSTALL RETRO-REFLECTIVE BACKPLATES
 4. PROVIDE LEAD PEDESTRIAN INTERVALS
 5. INSTALL ADDITIONAL LIGHTING
 6. LOOP DETECTOR REPLACEMENT
 7. REVIEW ALL-RED INTERVAL



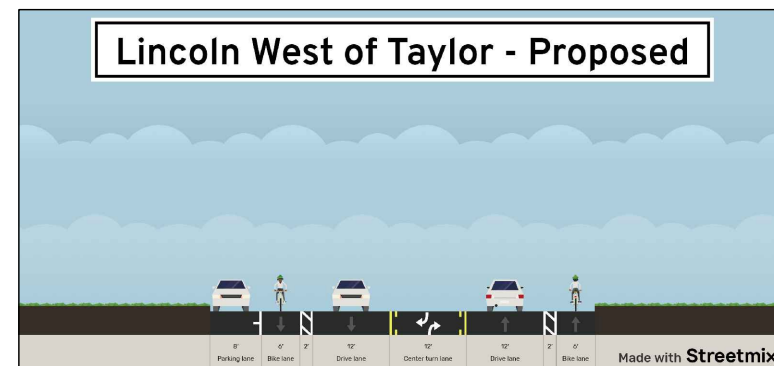
City of Montebello Department of Public Works		
Montebello SSAR Concept Exhibits - B4 Whittier Blvd & Bluff Rd		
SCALE 1"=40'	PLAN NO.	SHEET OF

LEGEND

- PROPOSED STRIPING
- RIGHT OF WAY LINE
- TRAFFIC SIGNAL MODIFICATIONS
(SEE NOTES FOR MORE INFORMATION)



FROM TAYLOR AVE TO HOWARD AVE
(APPROX. 400')



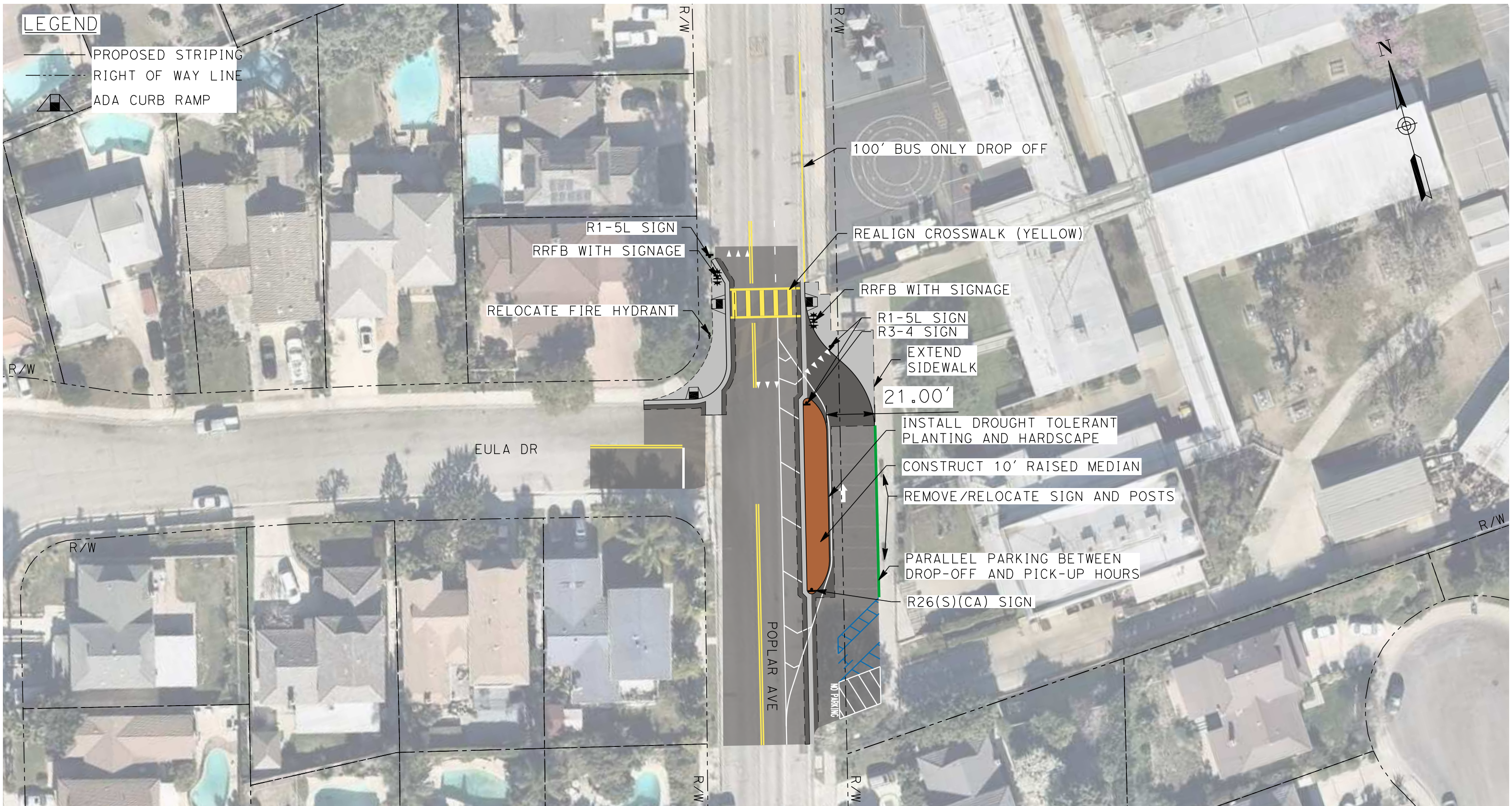
FROM 18TH STREET TO TAYLOR AVE
(APPROX. 2000')



City of Montebello
Department of Public Works

Montebello SSAR Concept Exhibits -
B5 Lincoln Ave & Howard Ave

SCALE 1"=40' PLAN NO. SHEET OF



City of Montebello Department of Public Works		
Montebello SSAR Concept Exhibits - B6 Eula Dr & Poplar Ave Opt 2		
SCALE 1":40'	PLAN NO.	SHEET OF

CITY OF MONTEBELLO

APPENDIX K: Project Estimates



MONTEBELLO SSAR CONCEPT ESTIMATE

A1 BEVERLY BLVD & GARFIELD AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$22,000	\$22,000
2	CONSTRUCT NEW MEDIAN CURB	LF	800	\$55	\$44,000
3	CONSTRUCT NEW RAISED CONCRETE MEDIAN	SF	1130	\$20	\$22,600
4	STRIPING IMPROVEMENTS	LS	1	\$15,000	\$15,000
5	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$85,000	\$85,000
6	RECONSTRUCT ADA CURB RAMP	LS	1	\$12,000	\$12,000
7	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$12,000	\$12,000
8	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$5,000	\$5,000
SUBTOTAL=					\$217,600
GRAND TOTAL					
				DESIGN (20%) =	\$44,000
				CONTINGENCY (30%) =	\$66,000
				GRAND TOTAL =	\$327,600

MONTEBELLO SSAR CONCEPT ESTIMATE

A2 WHITTIER BLVD & MAPLE AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$21,000	\$21,000
2	CONSTRUCT NEW MEDIAN CURB	LF	130	\$55	\$7,150
3	RECONSTRUCT MEDIAN STAMPED CONCRETE	SF	260	\$15	\$3,900
4	STRIPING IMPROVEMENTS	LS	1	\$6,000	\$6,000
5	RECONSTRUCT ADA CURB RAMP	EA	4	\$12,000	\$48,000
6	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$90,000	\$90,000
7	MINOR ITEMS - (10% OF BID ITEMS)	LS	1	\$17,000	\$17,000
8	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$9,000	\$9,000
SUBTOTAL=					\$202,050
GRAND TOTAL					
				DESIGN (20%) =	\$21,000
				CONTINGENCY (30%) =	\$61,000
				GRAND TOTAL =	\$284,050

MONTEBELLO SSAR CONCEPT ESTIMATE

A3 BEVERLY BLVD AND BRADSHAWE STREET



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$44,000	\$44,000
2	CONSTRUCT NEW CURB & GUTTER	LF	500	\$60	\$30,000
3	CONSTRUCT NEW CONCRETE SIDEWALK	SF	3200	\$25	\$80,000
4	CONSTRUCT NEW CONCRETE DRIVEWAY	SF	600	\$35	\$21,000
5	CONSTRUCT ADA CURB RAMP	EA	4	\$5,000	\$20,000
6	STRIPING IMPROVEMENTS	LS	1	\$8,200	\$8,200
7	MODIFY EXISTING MEDIAN NOSE	EA	2	\$800	\$1,600
8	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$110,000	\$110,000
9	RELOCATE FIRE HYDRANT	EA	2	\$15,000	\$30,000
10	RELOCATE BUS STOP	EA	2	\$10,000	\$20,000
11	DRAINAGE ITEMS (10% OF BID ITEMS)	LS	1	\$28,000	\$28,000
12	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$28,000	\$28,000
13	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$14,000	\$14,000
SUBTOTAL=					\$434,800
GRAND TOTAL					
				DESIGN (15%) =	\$66,000
				CONTINGENCY (30%) =	\$131,000
				GRAND TOTAL =	\$631,800

MONTEBELLO SSAR CONCEPT ESTIMATE

A4 VIA CAMPO AND WILCOX AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$15,000	\$15,000
2	CONSTRUCT ADA CURB RAMP	EA	1	\$12,000	\$12,000
3	STRIPING IMPROVEMENTS	LS	1	\$5,000	\$5,000
4	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$110,000	\$110,000
5	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$12,000	\$12,000
6	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$6,000	\$6,000
SUBTOTAL=					\$148,000
GRAND TOTAL					
				DESIGN (20%) =	\$30,000
				CONTINGENCY (30%) =	\$45,000
				GRAND TOTAL =	\$223,000

MONTEBELLO SSAR CONCEPT ESTIMATE

A5 BEVERLY BLVD AND MAPLE AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$17,000	\$17,000
2	STRIPING IMPROVEMENTS	LS	1	\$5,000	\$5,000
3	MODIFY EXISTING MEDIAN NOSE	EA	2	\$800	\$1,600
4	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$120,000	\$120,000
5	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$13,000	\$13,000
6	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$7,000	\$7,000
SUBTOTAL=					\$163,600
GRAND TOTAL					
				DESIGN (20%) =	\$33,000
				CONTINGENCY (30%) =	\$50,000
				GRAND TOTAL =	\$246,600

MONTEBELLO SSAR CONCEPT ESTIMATE

B1 BEVERLY BLVD AND 21ST STREET



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$1,000	\$1,000
2	RECONSTRUCT ADA CURB RAMP	EA	4	\$12,000	\$48,000
3	STRIPING IMPROVEMENTS	LS	1	\$3,000	\$3,000
4	INSTALL PED BARRICADE	EA	2	\$500	\$1,000
5	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$1,000	\$1,000
6	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$1,000	\$1,000
SUBTOTAL=					\$55,000
GRAND TOTAL					
				DESIGN (20%) =	\$11,000
				CONTINGENCY (30%) =	\$17,000
				GRAND TOTAL =	\$83,000

MONTEBELLO SSAR CONCEPT ESTIMATE

B2 MONTEBELLO BLVD AND AVENIDA DE LA MERCED



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$20,000	\$20,000
2	CONSTRUCT NEW CURB & GUTTER	LF	380	\$50	\$19,000
3	CONSTRUCT NEW CONCRETE SIDEWALK	SF	2050	\$25	\$51,250
4	CONSTRUCT ADA CURB RAMP	EA	4	\$5,000	\$20,000
5	STRIPING IMPROVEMENTS	LS	1	\$5,000	\$5,000
6	INSTALL NEW SIGN AND FLASHING BEACON	EA	1	\$20,000	\$20,000
7	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$125,000	\$125,000
8	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$15,000	\$15,000
9	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$8,000	\$8,000
SUBTOTAL=					\$283,250
GRAND TOTAL					
DESIGN (20%) =					\$57,000
CONTINGENCY (30%) =					\$85,000
GRAND TOTAL =					\$425,250

MONTEBELLO SSAR CONCEPT ESTIMATE

B3 TELEGRAPH ROAD & I-5 OFF RAMP



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$40,000	\$40,000
2	CONSTRUCT NEW MEDIAN CURB	LF	700	\$55	\$38,500
3	CONSTRUCT NEW RAISED CONCRETE MEDIAN	SF	2400	\$20	\$48,000
4	RECONSTRUCT ADA CURB RAMP	EA	4	\$12,000	\$48,000
5	STRIPING IMPROVEMENTS	LS	1	\$6,000	\$6,000
6	INSTALL NEW TRAFFIC SIGNAL @ TELEGRAPH ROAD @ I-5 OFF-RAMP	LS	1	\$200,000	\$200,000
7	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$9,000	\$9,000
8	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$5,000	\$5,000
SUBTOTAL=					\$394,500
GRAND TOTAL					
DESIGN (15%) =					\$60,000
CONTINGENCY (30%) =					\$119,000
GRAND TOTAL =					\$573,500

MONTEBELLO SSAR CONCEPT ESTIMATE

B4 WHITTIER BLVD AND BLUFF ROAD



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$22,000	\$22,000
2	STRIPING IMPROVEMENTS	LS	1	\$4,500	\$4,500
3	INSTALL FLASHING BEACON	EA	1	\$20,000	\$20,000
4	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$140,000	\$140,000
5	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$17,000	\$17,000
6	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$9,000	\$9,000
SUBTOTAL=					\$212,500
GRAND TOTAL					
				DESIGN (20%) =	\$43,000
				CONTINGENCY (30%) =	\$64,000
				GRAND TOTAL =	\$319,500

MONTEBELLO SSAR CONCEPT ESTIMATE

B5 LINCOLN AVE AND HOWARD AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$20,000	\$20,000
2	STRIPING IMPROVEMENTS	LS	1	\$30,000	\$30,000
3	MODIFY EXISTING TRAFFIC SIGNAL	LS	1	\$120,000	\$120,000
4	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$15,000	\$15,000
5	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$8,000	\$8,000
				SUBTOTAL=	\$193,000
GRAND TOTAL					
				DESIGN (20%) =	\$39,000
				CONTINGENCY (30%) =	\$58,000
				GRAND TOTAL =	\$290,000

MONTEBELLO SSAR CONCEPT ESTIMATE

B6 EULA DRIVE AND POPLAR AVE



MARK THOMAS

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PROJECT IMPROVEMENTS					
1	MOBILIZATION (10% OF CONSTRUCTION COST)	LS	1	\$24,000	\$24,000
2	CONSTRUCT NEW CURB & GUTTER	LF	170	\$60	\$10,200
3	CONSTRUCT NEW CONCRETE SIDEWALK	SF	1070	\$25	\$26,750
4	CONSTRUCT NEW MEDIAN CURB	LF	180	\$55	\$9,900
5	INSTALL NEW RRFB	EA	2	\$50,000	\$100,000
6	STRIPING IMPROVEMENTS	LS	1	\$5,220	\$5,220
7	RECONSTRUCT SPEED TABLE	LS	1	\$8,000	\$8,000
8	CONSTRUCT ADA CURB RAMP	EA	3	\$6,000	\$18,000
9	DRAINAGE ITEMS (5% OF BID ITEMS)	LS	1	\$9,000	\$9,000
10	MINOR ITEMS (10% OF BID ITEMS)	LS	1	\$18,000	\$18,000
11	TRAFFIC HANDLING (5% OF BID ITEMS)	LS	1	\$9,000	\$9,000
SUBTOTAL=					\$238,070
GRAND TOTAL					
				DESIGN (20%) =	\$48,000
				CONTINGENCY (30%) =	\$72,000
				GRAND TOTAL =	\$358,070

CITY OF MONTEBELLO

APPENDIX L: BCR Calculation for HSIP Application



 MARK
THOMAS

A1 Beverly Boulevard and Garfield Avenue

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Beverly Boulevard and Garfield Avenue intersection in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
✓	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
✓	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S07	SI2	S21PB	
	+ -	SI_1	Beverly Blvd & Garfield Ave	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2 , the crash data types to be provided are:

Crash Data Table for Crash Type: <u>ALL</u>								
No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Beverly Blvd & Garfield Ave	0	1	4	13	13	31	
	Total	0	1	4	13	13	31	

Crash Data Table for Crash Type: <u>Pedestrians and Bicyclists Involved (P&B)</u>								
No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Beverly Blvd & Garfield Ave	0	1	0	0	0	1	
	Total	0	1	0	0	0	1	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Beverly Blvd & Garfield Ave	\$3,940,255	\$3,283,546	\$1,125,810	\$8,349,611
Sum	\$3,940,255	\$3,283,546	\$1,125,810	\$8,349,611

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S07: Provide protected left turn phase (left turn lane already exists)	\$3,940,255
2	S12: Install raised median on approaches (S.I.)	\$3,283,546
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$1,125,810
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$8,349,611

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$22000.00	22,000	×	0 %	0 %	0 %
+ -	2	Construct new Median Curb	LF	800	\$55.00	44,000		100 %	%	0 %
+ -	3	Construct New Raised Concrete Median	SF	1,130	\$20.00	22,600		100 %	%	0 %
+ -	4	Striping Improvements	LS	1	\$15000.00	15,000		0 %	100 %	0 %
+ -	5	Modify Existing Traffic Signal	LS	1	\$85000.00	85,000		100 %	%	0 %
+ -	6	Reconstruct ADA Curb Ramp	LS	1	\$12000.00	12,000		100 %	%	0 %
+ -	7	Minor Items	LS	1	\$12000.00	12,000		0 %	100 %	0 %
+ -	8	Traffic Handling	LS	1	\$5000.00	5,000	×	0 %	0 %	0 %
		Weighted Average (%)						86%	14%	
		Total (\$)				\$217,600				

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$65,280

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$282,900

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HISP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$16,300	90 %	\$14,670	\$1,630
PS&E	\$44,000	90 %	\$39,600	\$4,400
Subtotal - PE	\$60,300	90 %	\$54,270	\$6,030
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$21,800	90 %	\$19,620	\$2,180
Construction Items	\$282,900 (Read only - from Section I)	90 %	\$254,610	\$28,290
Subtotal - Construction	\$304,700	90 %	\$274,230	\$30,470
PROJECT TOTAL	\$365,000	90 %	\$328,500	\$36,500

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$365,000	\$328,500	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$8,349,611	22.88	

A2 Maple Avenue and Whittier Boulevard

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Whittier Boulevard and Maple Avenue intersection in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

1

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC): For California Road System (CRS) maps to check the FC, click [here](#).Urban / Rural Area: What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road) AADT (Minor Road) Year of AADT Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
✓	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
✓	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S02	S17PB	S21PB	
	+ -	SI_1	Whittier Blvd & Maple Ave	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2, the crash data types to be provided are:

Crash Data Table for Crash Type: ALL

No.	Location No: Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Whittier Blvd & Maple Ave	0	1	4	9	6	20	
	Total	0	1	4	9	6	20	

Crash Data Table for Crash Type: Pedestrians and Bicyclists Involved (P&B)

No.	Location No: Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Whittier Blvd & Maple Ave	0	0	2	3	1	6	
	Total	0	0	2	3	1	6	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Whittier Blvd & Maple Ave	\$1,000,231	\$516,290	\$510,217	\$2,026,738
Sum	\$1,000,231	\$516,290	\$510,217	\$2,026,738

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	\$1,000,231
2	S17PB: Install pedestrian countdown signal heads	\$516,290
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$510,217
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$2,026,738

Section IV. Construction Cost Estimate and Cost Breakdown

- The purpose of this section is to:
- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
 - Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:
For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$21000.00	21,000	✕	0 %	0 %	0 %
+ -	2	Construct new Median Curb	LF	130	\$55.00	7,150		100 %	%	0 %
+ -	3	Reconstruct Median Stamped Concrete	SF	260	\$15.00	3,900		100 %	%	0 %
+ -	4	Striping Improvements	LS	1	\$6000.00	6,000		%	100 %	0 %
+ -	5	Reconstruct ADA Curb Ramp	EA	4	\$12000.00	48,000		100 %	%	0 %
+ -	6	Modify Existing Traffic Signal	LS	1	\$90000.00	90,000		100 %	%	0 %
+ -	7	Minor Items	LS	1	\$17000.00	17,000		%	100 %	0 %
+ -	8	Traffic Handling	LS	1	\$9000.00	9,000	✕	0 %	0 %	0 %
		Weighted Average (%)						87%	13%	
		Total (\$)				\$202,050				

Contingencies, as % of the above "Total" of the construction items:
(e.g. enter 10 for 10%)

30 %

\$60,615

Total Construction Cost (Con Items & Contingencies):
(Rounded up to the nearest hundreds)

\$262,700

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HISP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$14,300	90 %	\$12,870	\$1,430
PS&E	\$21,000	90 %	\$18,900	\$2,100
Subtotal - PE	\$35,300	90 %	\$31,770	\$3,530
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$20,300	90 %	\$18,270	\$2,030
Construction Items	\$262,700 (Read only - from Section I)	90 %	\$236,430	\$26,270
Subtotal - Construction	\$283,000	90 %	\$254,700	\$28,300
PROJECT TOTAL	\$318,300	90 %	\$286,470	\$31,830

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$318,300	\$286,470	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$2,026,738	6.37	

A3 Beverly Boulevard and Bradshawe Street

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Beverly Boulevard and Bradshawe Street intersection in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

1

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
✓	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
✓	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S08	SI7PB	S21PB	
	+ -	SI_1	Beverly Blvd & Bradshawe St	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2, the crash data types to be provided are:

Crash Data Table for Crash Type: ALL

No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Beverly Blvd & Bradshawe St	0	1	4	9	3	17	
	Total	0	1	4	9	3	17	

Crash Data Table for Crash Type: Pedestrians and Bicyclists Involved (P&B)

No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Beverly Blvd & Bradshawe St	0	1	2	1	0	4	
	Total	0	1	2	1	0	4	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Beverly Blvd & Bradshawe St	\$3,947,281	\$1,402,650	\$1,520,292	\$6,870,223
Sum	\$3,947,281	\$1,402,650	\$1,520,292	\$6,870,223

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S08: Convert signal to mast arm (from pedestal-mounted)	\$3,947,281
2	S17PB: Install pedestrian countdown signal heads	\$1,402,650
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$1,520,292
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$6,870,223

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$44000.00	44,000	✕	0 %	0 %	0 %
+ -	2	Construct New Curb and Gutter	LF	500	\$60.00	30,000		100 %	%	0 %
+ -	3	Construct New Concrete Sidewalk	SF	3,200	\$25.00	80,000		100 %	%	0 %
+ -	4	Construct New Concrete Driveway	SF	600	\$35.00	21,000		100 %	%	0 %
+ -	5	Construct ADA Curb Ramp	EA	4	\$5000.00	20,000		100 %	%	0 %
+ -	6	Striping Improvements	LS	1	\$8200.00	8,200		%	100 %	0 %
+ -	7	Modify Existing Median Nose	EA	2	\$800.00	1,600		100 %	%	0 %
+ -	8	Modify Existing Traffic Signal	LS	1	110,000	110,000		100 %	%	0 %
+ -	9	Relocate Fire Hydrant	EA	2	\$15000.00	30,000		100 %	%	0 %
+ -	10	Relocate Bus Stop	EA	2	\$10000.00	20,000		100 %	%	0 %
+ -	11	Drainage Items	LS	1	\$28000.00	28,000		%	100 %	0 %
+ -	12	Minor Items	LS	1	\$28000.00	28,000		%	100 %	0 %
+ -	13	Traffic Handling	LS	1	\$14000.00	14,000	✕	0 %	0 %	0 %
		Weighted Average (%)						83%	17%	
		Total (\$)				\$434,800				

Contingencies, as % of the above "Total" of the construction items:
(e.g. enter 10 for 10%)

30 %

\$130,440

Total Construction Cost (Con Items & Contingencies):
(Rounded up to the nearest hundreds)

\$565,300

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HISP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$63,900	90 %	\$57,510	\$6,390
PS&E	\$66,000	90 %	\$59,400	\$6,600
Subtotal - PE	\$129,900	90 %	\$116,910	\$12,990
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$43,500	90 %	\$39,150	\$4,350
Construction Items	\$565,300 (Read only - from Section I)	90 %	\$508,770	\$56,530
Subtotal - Construction	\$608,800	90 %	\$547,920	\$60,880
PROJECT TOTAL	\$738,700	90 %	\$664,830	\$73,870

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$738,700	\$664,830	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$6,870,223	9.30	

A4 Wilcox Avenue and Via Campo

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:

(limited to 250 characters)

Via Campo and Wilcox Avenue intersection in Montebello, California

Project Description:

(limited to 250 characters)

Number of Signalized Intersections:

1

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
✓	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
✓	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S01	S02	S21PB	
	+ -	SI_1	Via Campo and Wilcox Avenue	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2, the crash data types to be provided are:

Crash Data Table for Crash Type: ALL

No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Via Campo and Wilcox Avenue	1	0	2	10	15	28	
	Total	1	0	2	10	15	28	

Crash Data Table for Crash Type: Night-time (Night)

No.	Location No : Description (from Step 2)	Fatal (Night)	Severe Injury (Night)	Other Visible Injury (Night)	Complaint of Pain (Night)	PDO (Night)	Total	ID
1	SI_1: Via Campo and Wilcox Avenue	0	0	0	2	5	7	
	Total	0	0	0	2	5	7	

Crash Data Table for Crash Type: Pedestrians and Bicyclists Involved (P&B)

No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Via Campo and Wilcox Avenue	0	0	1	1	0	2	
	Total	0	0	1	1	0	2	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Via Campo and Wilcox Avenue	\$379,324	\$971,791	\$255,816	\$1,606,931
Sum	\$379,324	\$971,791	\$255,816	\$1,606,931

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S01: Add intersection lighting (S.I.)	\$379,324
2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	\$971,791
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$255,816
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$1,606,931

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$15000.00	15,000	✕	0 %	0 %	0 %
+ -	2	Construct ADA Curb Ramp	EA	1	\$12000.00	12,000		100 %	%	0 %
+ -	3	Striping Improvements	LS	1	\$5000.00	5,000		%	100 %	0 %
+ -	4	Modify Existing Traffic Signal	LS	1	110,000	110,000		100 %	%	0 %
+ -	5	Minor Items	LS	1	\$12000.00	12,000		%	100 %	0 %
+ -	6	Traffic Handling	LS	1	\$6000.00	6,000	✕	0 %	0 %	0 %
		Weighted Average (%)						88%	12%	
		Total (\$)				\$160,000				

Contingencies, as % of the above "Total" of the construction items:
(e.g. enter 10 for 10%)

30 %

\$48,000

Total Construction Cost (Con Items & Contingencies):
(Rounded up to the nearest hundreds)

\$208,000

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$10,600	86 %	\$9,116	\$1,484
PS&E	\$32,000	86 %	\$27,520	\$4,480
Subtotal - PE	\$42,600	86 %	\$36,636	\$5,964
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	86 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	86 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$16,000	86 %	\$13,760	\$2,240
Construction Items	\$208,000 (Read only - from Section I)	86 %	\$178,880	\$29,120
Subtotal - Construction	\$224,000	86 %	\$192,640	\$31,360
PROJECT TOTAL	\$266,600	86 %	\$229,276	\$37,324

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$266,600	\$229,276	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$1,606,931	6.03	

A5 Beverly Boulevard and Maple Avenue

Print Form

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike" , "Emergency Vehicle" , and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
✓	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
✓	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S07	S17PB	S21PB	
	+ -	SI_1	Beverly Blvd and Maple Ave	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2 , the crash data types to be provided are:

Crash Data Table for Crash Type: <u>ALL</u>								
No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Beverly Blvd and Maple Ave	0	1	3	9	9	22	
	Total	0	1	3	9	9	22	

Crash Data Table for Crash Type: <u>Pedestrians and Bicyclists Involved (P&B)</u>								
No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Beverly Blvd and Maple Ave	0	1	0	3	1	5	
	Total	0	1	0	3	1	5	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

Click to Perform Benefit Calculation

Benefit Summary:

Benefit by Locations				
Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Beverly Blvd and Maple Ave	\$3,862,681	\$1,324,083	\$1,435,136	\$6,621,900
Sum	\$3,862,681	\$1,324,083	\$1,435,136	\$6,621,900

Benefit by Countermeasures		
No.	Countermeasure	Benefit
1	S07: Provide protected left turn phase (left turn lane already exists)	\$3,862,681
2	S17PB: Install pedestrian countdown signal heads	\$1,324,083
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$1,435,136
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$6,621,900

Section IV. Construction Cost Estimate and Cost Breakdown

- The purpose of this section is to:
- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
 - Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:
For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$17000.00	17,000	✕	0 %	0 %	0 %
+ -	2	Striping Improvements	LS	1	\$5000.00	5,000		%	100 %	0 %
+ -	3	Modify Existing Median Nose	EA	2	\$800.00	1,600		100 %	%	0 %
+ -	4	Modify Existing Traffic Signal	LS	1	120,000	120,000		100 %	%	0 %
+ -	5	Minor Items	LS	1	\$13000.00	13,000		%	100 %	0 %
+ -	6	Traffic Handling	LS	1	\$7000.00	7,000	✕	0 %	0 %	0 %
		Weighted Average (%)						87%	13%	
		Total (\$)				\$163,600				

Contingencies, as % of the above "Total" of the construction items:
(e.g. enter 10 for 10%)

30 %

\$49,080

Total Construction Cost (Con Items & Contingencies):
(Rounded up to the nearest hundreds)

\$212,700

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HISP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$12,100	90 %	\$10,890	\$1,210
PS&E	\$33,000	90 %	\$29,700	\$3,300
Subtotal - PE	\$45,100	90 %	\$40,590	\$4,510
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$16,400	90 %	\$14,760	\$1,640
Construction Items	\$212,700 (Read only - from Section I)	90 %	\$191,430	\$21,270
Subtotal - Construction	\$229,100	90 %	\$206,190	\$22,910
PROJECT TOTAL	\$274,200	90 %	\$246,780	\$27,420

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$274,200	\$246,780	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$6,621,900	24.15	

B2 Montebello Boulevard and Avenida de la Merced

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:

(limited to 250 characters)

Montebello Boulevard and Ava De La Merced intersection in Montebello, California

Project Description:

(limited to 250 characters)

Number of Signalized Intersections:

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
✓	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
✓	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
✓	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S02	S07	S10	
	+ -	SI_1	Ava De La Merced and Montebello Boulevard	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

Click to Generate Tables for Crash Data Entry

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): 01/01/2015

To (MM/DD/YYYY): 12/31/2019

Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2 , the crash data types to be provided are:

Crash Data Table for Crash Type: <u>ALL</u>								
No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Ava De La Merced and Montebello Boulevard		1	2	5	3	11	
	Total		1	2	5	3	11	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Ava De La Merced and Montebello Boulevard	\$608,241	\$2,780,081	\$1,216,481	\$4,604,803
Sum	\$608,241	\$2,780,081	\$1,216,481	\$4,604,803

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	\$608,241
2	S07: Provide protected left turn phase (left turn lane already exists)	\$2,780,081
3	S10: Install flashing beacons as advance warning (S.I.)	\$1,216,481
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$4,604,803

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$20000.00	20,000	×	0 %	0 %	0 %
+ -	2	Construct New Curb and Gutter	LF	380	\$50.00	19,000		100 %	%	0 %
+ -	3	Construct New Concrete Sidewalk	SF	2,050	\$25.00	51,250		100 %	%	0 %
+ -	4	Construct ADA Curb Ramp	EA	4	\$5000.00	20,000		100 %	%	0 %
+ -	5	Striping Improvements	LS	1	\$5000.00	5,000		%	100 %	0 %
+ -	6	Install New Sign and Flashing Beacon	EA	1	\$20000.00	20,000		100 %	%	0 %
+ -	7	Modify Existing Traffic Signal	LS	1	125,000	125,000		100 %	%	0 %
+ -	8	Minor Items	LS	1	\$15000.00	15,000		0 %	100 %	0 %
+ -	9	Traffic Handling	LS	1	\$8000.00	8,000	×	0 %	0 %	0 %
		Weighted Average (%)						92%	8%	
		Total (\$)				\$283,250				

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$84,975

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$368,300

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$15,600	55 %	\$8,580	\$7,020
PS&E	\$57,000	55 %	\$31,350	\$25,650
Subtotal - PE	\$72,600	55 %	\$39,930	\$32,670
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	55 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	55 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$28,400	55 %	\$15,620	\$12,780
Construction Items	\$368,300 (Read only - from Section I)	55 %	\$202,565	\$165,735
Subtotal - Construction	\$396,700	55 %	\$218,185	\$178,515
PROJECT TOTAL	\$469,300	55 %	\$258,115	\$211,185

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$469,300	\$258,115	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$4,604,803	9.81	

B3 Northbound I-5 Freeway Off-Ramp and Telegraph Road

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Telegraph Rd and I-5 Off Ramp intersection in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

Number of Non-signalized Intersections:

1

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasuresDoes this application include Signalized Intersections (SI)? Does this application include Non-signalized Intersections (NS)? Does this application include Roadway Segments (R)?

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Non-signalized Intersections (NS):

Click the check box in the 1st column to select up to 3 countermeasures.

Select	No.	Countermeasure Name
	1	NS01: Add intersection lighting (NS.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	NS02: Convert to all-way STOP control (from 2-way or Yield control) (CRF=0.5 for All crashes; Life=10 yrs; FE=90%)
	3	NS03: Install signals (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	4	NS04: Convert intersection to roundabout (from all way stop) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	5	NS05: Convert intersection to roundabout (from stop or yield control on minor road) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	6	NS05mr: Convert intersection to mini-roundabout (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	NS06: Install/upgrade larger or additional stop signs or other intersection warning/regulatory signs (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	8	NS07: Upgrade intersection pavement markings (NS.I.) (CRF=0.25 for All crashes; Life=10 yrs; FE=90%)
	9	NS08: Install Flashing Beacons at Stop-Controlled Intersections (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	10	NS09: Install flashing beacons as advance warning (NS.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	11	NS10: Install transverse rumble strips on approaches (CRF=0.2 for All crashes; Life=10 yrs; FE=90%)
	12	NS11: Improve sight distance to intersection (Clear Sight Triangles) (CRF=0.2 for All crashes; Life=10 yrs; FE=90%)
	13	NS12: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	14	NS13: Install splitter-islands on the minor road approaches (CRF=0.4 for All crashes; Life=20 yrs; FE=90%)
✓	15	NS14: Install raised median on approaches (NS.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	16	NS15: Create directional median openings to allow (and restrict) left-turns and u-turns (NS.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	17	NS16: Reduced Left-Turn Conflict Intersections (NS.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	18	NS17: Install right-turn lane (NS.I.) (CRF=0.2 for All crashes; Life=20 yrs; FE=90%)
✓	19	NS18: Install left-turn lane (where no left-turn lane exists) (CRF=0.35 for All crashes; Life=20 yrs; FE=90%)
	20	NS19PB: Install raised medians / refuge islands (NS.I.) (CRF=0.45 for Ped & Bike crashes; Life=20 yrs; FE=90%)
✓	21	NS20PB: Install pedestrian crossing at uncontrolled locations (new signs and markings only) (CRF=0.25 for Ped & Bike crashes; Life=10 yrs; FE=90%)
	22	NS21PB: Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features) (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	23	NS22PB: Install Rectangular Rapid Flashing Beacon (RRFB) (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	24	NS23PB: Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK)) (CRF=0.55 for Ped & Bike crashes; Life=20 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

[Click to Generate Table for Project Locations Entry](#)

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Non-signalized Intersections)					
				NS14	NS18	NS20PB	
	+ -	NSI_1	Telegraph Rd and I-5 Off Ramp	●	●		

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

Click to Generate Tables for Crash Data Entry

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): 01/01/2015

To (MM/DD/YYYY): 12/31/2019

Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2 , the crash data types to be provided are:

Crash Data Table for Crash Type: <u>ALL</u>								
No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	NSI_1: Telegraph Rd and I-5 Off Ramp	1	1	4	8	4	18	
	Total	1	1	4	8	4	18	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

Click to Perform Benefit Calculation

Benefit Summary:

Benefit by Locations				
Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
NSI_1: Telegraph Rd and I-5 Off Ramp	\$6,075,176	\$8,505,246	\$0	\$14,580,422
Sum	\$6,075,176	\$8,505,246	\$0	\$14,580,422

Benefit by Countermeasures		
No.	Countermeasure	Benefit
1	NS14: Install raised median on approaches (NS.I.)	\$6,075,176
2	NS18: Install left-turn lane (where no left-turn lane exists)	\$8,505,246
3	NA	\$0
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$14,580,422

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$40000.00	40,000	×	0 %	0 %	0 %
+ -	2	Construct New Median Curb	LF	700	\$55.00	38,500		100 %	%	0 %
+ -	3	Construct New Raised Concrete Median	SF	2,400	\$20.00	48,000		100 %	%	0 %
+ -	4	Reconstruct ADA Curb Ramp	EA	4	\$12000.00	48,000		100 %	0 %	0 %
+ -	5	Striping Improvements	LS	1	\$6000.00	6,000		100 %	0 %	0 %
+ -	6	Install New Traffic Signal	LS	1	200,000	200,000		0 %	100 %	0 %
+ -	7	Minor Items	LS	1	\$9000.00	9,000		%	100 %	0 %
+ -	8	Traffic Handling	LS	1	\$5000.00	5,000	×	0 %	0 %	0 %
		Weighted Average (%)						40%	60%	
		Total (\$)				\$394,500				

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$118,350

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$512,900

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$63,500	90 %	\$57,150	\$6,350
PS&E	\$60,000	90 %	\$54,000	\$6,000
Subtotal - PE	\$123,500	90 %	\$111,150	\$12,350
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$39,500	90 %	\$35,550	\$3,950
Construction Items	\$512,900 (Read only - from Section I)	90 %	\$461,610	\$51,290
Subtotal - Construction	\$552,400	90 %	\$497,160	\$55,240
PROJECT TOTAL	\$675,900	90 %	\$608,310	\$67,590

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$675,900	\$608,310	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
14,580,422	21.57	

B4 Bluff Road and Whittier Boulevard

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Whittier Boulevard and Bluff Road intersection in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

1

Number of Non-signalized Intersections:

Miles of Roadways*:

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC):

For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road)

AADT (Minor Road)

Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

☐ Intersections☐ Lane Departures☐ Pedestrians☐ Bicyclists☐ Emergency Response☐ Emerging Technologies☐ Work Zones☐ Speed Management/
Aggressive Driving

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike" , "Emergency Vehicle" , and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITTRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

No

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
✓	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
✓	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

[Click to Generate Table for Project Locations Entry](#)

CMs have been selected. Ok to proceed.

1	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
				S01	S08	S21PB	
	+ -	SI_1	Whittier Blvd and Bluff Rd	●	●	●	

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2, the crash data types to be provided are:

Crash Data Table for Crash Type: ALL

No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Whittier Blvd and Bluff Rd			2	7	12	21	
	Total			2	7	12	21	

Crash Data Table for Crash Type: Night-time (Night)

No.	Location No : Description (from Step 2)	Fatal (Night)	Severe Injury (Night)	Other Visible Injury (Night)	Complaint of Pain (Night)	PDO (Night)	Total	ID
1	SI_1: Whittier Blvd and Bluff Rd	0	0	0	2	5	7	
	Total	0	0	0	2	5	7	

Crash Data Table for Crash Type: Pedestrians and Bicyclists Involved (P&B)

No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Whittier Blvd and Bluff Rd	0	0	1	2		3	
	Total	0	0	1	2		3	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Perform Benefit Calculation](#)

Benefit Summary:

Benefit by Locations

Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Whittier Blvd and Bluff Rd	\$287,056	\$1,361,880	\$287,028	\$1,935,964
Sum	\$287,056	\$1,361,880	\$287,028	\$1,935,964

Benefit by Countermeasures

No.	Countermeasure	Benefit
1	S01: Add intersection lighting (S.I.)	\$287,056
2	S08: Convert signal to mast arm (from pedestal-mounted)	\$1,361,880
3	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$287,028
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$1,935,964

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$22000.00	22,000	✕	0 %	0 %	0 %
+ -	2	Striping Improvement	LS	1	\$4500.00	4,500		%	100 %	0 %
+ -	3	Install Flashing Beacon	EA	1	\$20000.00	20,000		%	100 %	0 %
+ -	4	Modifying Existing Traffic Signal	LS	1	140,000	140,000		100 %	%	0 %
+ -	5	Minor Items	LS	1	\$17000.00	17,000		%	100 %	0 %
+ -	6	Traffic Handling	LS	1	\$9000.00	9,000	✕	0 %	0 %	0 %
		Weighted Average (%)						77%	23%	
		Total (\$)				\$212,500				

Contingencies, as % of the above "Total" of the construction items:
(e.g. enter 10 for 10%)

30 %

\$63,750

Total Construction Cost (Con Items & Contingencies):
(Rounded up to the nearest hundreds)

\$276,300

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$18,000	90 %	\$16,200	\$1,800
PS&E	\$43,000	90 %	\$38,700	\$4,300
Subtotal - PE	\$61,000	90 %	\$54,900	\$6,100
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$21,300	90 %	\$19,170	\$2,130
Construction Items	\$276,300 (Read only - from Section I)	90 %	\$248,670	\$27,630
Subtotal - Construction	\$297,600	90 %	\$267,840	\$29,760
PROJECT TOTAL	\$358,600	90 %	\$322,740	\$35,860

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$358,600	\$322,740	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$1,935,964	5.40	

B5 Lincoln Avenue and Howard Avenue

[Print Form](#)

HSIP ANALYZER (for BCR Applications)

Benefit Cost Ratio (BCR) Calculation for Highway Safety Improvement Program (HSIP) Application

Important: Review and follow the step-by-step instructions in the HSIP Analyzer Manual. Completing the HSIP Analyzer without referencing to the manual may result in an application with fatal flaws that will be disqualified from the ranking and selection process.

This is a dynamic form (i.e. later steps vary depending on the data entered in earlier steps). If any error messages appear, please fix the errors prior to proceeding to the next steps.

Save this file using "HA" +Application ID as the file name (e.g. "HA03-Sacramento-01.pdf"). Attach the completed HSIP Analyzer to the last page of the HSIP Application Form.

Section I: General Information

Application ID, Project Location and Project Description (copy from the HSIP Application Form):

Application ID:

Project Location:
(limited to 250 characters)

Lincoln Ave from 18th Street to Montebello Boulevard, segment in Montebello, California

Project Description:
(limited to 250 characters)

Number of Signalized Intersections:

2

Number of Non-signalized Intersections:

Miles of Roadways*:

0.71

*Do not include the length of the intersections that have been accounted for in the number of intersections above.

Functional Classification (FC): For California Road System (CRS) maps to check the FC, click [here](#).

Urban / Rural Area:

What is the approximate total cost percentage that is HR3 eligible?

Annual Average Daily Traffic (see instructions):

AADT (Major Road) AADT (Minor Road) Year of AADT

Posted Speed Limit (mph):

Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? Multiple Challenge Areas may be checked. For example, if this project is for pedestrian safety at intersections, both "Intersections" and "Pedestrians" should be checked. For more information on the SHSP and its Challenge Areas, click [here](#).

- | | | | |
|---|--|--------------------------------------|--|
| ☐ Intersections | ☐ Lane Departures | ☐ Pedestrians | ☐ Bicyclists |
| ☐ Emergency Response | ☐ Emerging Technologies | ☐ Work Zones | ☐ Speed Management/
Aggressive Driving |

How were the safety needs and potential countermeasures for this project first identified?

California established Systemic Safety Analysis Report Program (SSARP) in 2016 and Local Roadway Safety Plan (LRSP) Program in 2019. Was this project identified through the SSARP or LRSP?

Is the project focused primarily on "spot location(s)" or "systemic" improvements?

If it is systemic, the primary type of the "systemic" improvements is:

What is the primary mode of travel intended to be benefited by this project?

Approximate percentage of project cost going to improvements related to **motorized** travel

Section II: Project Schedule

The local agency is expected to deliver the project per [the HSIP Program Delivery requirements](#). Assuming the HSIP Cycle 11 projects selected for funding will be programmed by January 1, 2023, please enter your best estimated dates for the following implementation milestones. Leave blank if not applicable.

Will this project use HSIP funds for Preliminary Engineering (PE) Phase?

Will an external consultant be hired to do the PE work?

After both of the above two questions are answered, the delivery requirements of this project (if selected for funding) will be displayed here.

PE Authorization Date:

Environmental Clearance Date:

Right of Way Clearance Date:

Final PS&E Date:

CON Authorization Date:

Construction Contract Award Date:

Construction Completion Date:

Project Close-Out Date:

Section III. Safety Countermeasures, Crash Data and Project Benefit Calculation

The benefit of an HSIP safety project is achieved by reducing potential future crashes due to the application of the safety countermeasures (CMs). In this section, you will need to provide information regarding the historical crash data at the project sites.

Different CMs will reduce crashes of different types during the life of the safety improvements. Depending on the selected CMs for the application, you will be required to fill in one or more crash data tables, for any combination of the five crash types (datasets): "All" , "Night" , Ped & Bike", "Emergency Vehicle", and "Animal" (Each of the later four datasets is a sub-dataset of the "All" dataset.)

Note: If a Roundabout CM (S16 or NS04 or NS05) is selected, additional information (such as roundabout configuration and ADT) is required.

For more information regarding crash data, please refer to the Manual for HSIP Analyzer and the Local Roadway Safety Manual.

1. Please indicate the sources of the crash data. Typical sources include Statewide Integrated Traffic Records System (SWITRS), UC Berkeley SafeTREC TIMS, your locally preferred mapping software (such as Crossroads) or any other data sources.

SWITRS, TIMS

2. Please explain how "incremental approach" has been pursued if CM R15, R16, R17 or R18 is proposed. Please skip this question if none of these CMs are being proposed.

Countermeasure R15 (Widen shoulder), R16 (Curve shoulder widening (outside only)), R17 (Improve horizontal alignment (flatten curves)) and R18 (Flatten crest vertical curve) are not eligible unless they are done as the last step of an "incremental approach". Applicants need to document they have already installed lower cost and lower impact CMs but the crash rate is unacceptably high. What safety improvements have been pursued and installed at the project sites within the last ten years?

Step 1: Select safety countermeasures

Does this application include Signalized Intersections (SI)?

Yes

Does this application include Non-signalized Intersections (NS)?

No

Does this application include Roadway Segments (R)?

Yes

** Normally a BCR application only includes locations of one of the above 3 categories (SI, NS or R). Multiple categories may be selected if the application proposes corridor safety improvements or uses a systemic approach, or the applicant chooses to bundle multiple locations in the same vicinity together.*

Signalized Intersections (SI):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	S01: Add intersection lighting (S.I.) (CRF=0.4 for Night crashes; Life=20 yrs; FE=90%)
	2	S02: Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	3	S03: Improve signal timing (coordination, phases, red, yellow, or operation) (CRF=0.15 for All crashes; Life=10 yrs; FE=50%)
	4	S05: Install emergency vehicle pre-emption systems (CRF=0.7 for Emergency vehicle crashes; Life=10 yrs; FE=90%)
	5	S06: Install left-turn lane and add turn phase (signal has no left-turn lane or phase before) (CRF=0.55 for All crashes; Life=20 yrs; FE=90%)
✓	6	S07: Provide protected left turn phase (left turn lane already exists) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	S08: Convert signal to mast arm (from pedestal-mounted) (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	8	S09: Install raised pavement markers and striping (through intersection) (CRF=0.1 for All crashes; Life=10 yrs; FE=90%)
	9	S10: Install flashing beacons as advance warning (S.I.) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	10	S11: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	11	S12: Install raised median on approaches (S.I.) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	S13PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	13	S14: Create directional median openings to allow (and restrict) left-turns and u-turns (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	14	S15: Reduced Left-Turn Conflict Intersections (S.I.) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	15	S16: Convert intersection to roundabout (from signal) (CRF varies for All crashes; Life=20 yrs; FE=90%)
	16	S17PB: Install pedestrian countdown signal heads (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	17	S18PB: Install pedestrian crossing (S.I.) (CRF=0.25 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	18	S19PB: Pedestrian Scramble (CRF=0.4 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	19	S20PB: Install advance stop bar before crosswalk (Bicycle Box) (CRF=0.15 for Ped & Bike crashes; Life=10 yrs; FE=90%)
✓	20	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI) (CRF=0.6 for Ped & Bike crashes; Life=10 yrs; FE=90%)

Roadways (R):

Click the check box in the 1st column to select up to 3 countermeasures.

Hide unselected countermeasures

View all countermeasures

Select	No.	Countermeasure Name
	1	R01: Add segment lighting (CRF=0.35 for Night crashes; Life=20 yrs; FE=90%)
	2	R02: Remove or relocate fixed objects outside of Clear Recovery Zone (CRF=0.35 for All crashes; Life=20 yrs; FE=90%)
	3	R03: Install Median Barrier (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	4	R04: Install Guardrail (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	5	R05: Install impact attenuators (CRF=0.25 for All crashes; Life=10 yrs; FE=90%)
	6	R06: Flatten side slopes (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	7	R07: Flatten side slopes and remove guardrail (CRF=0.4 for All crashes; Life=20 yrs; FE=90%)
	8	R08: Install raised median (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	9	R09: Install median (flush) (CRF=0.15 for All crashes; Life=20 yrs; FE=90%)
	10	R10PB: Install pedestrian median fencing on approaches (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	11	R11: Install acceleration/ deceleration lanes (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	12	R12: Widen lane (initially less than 10 ft) (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	13	R13: Add two-way left-turn lane (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
✓	14	R14: Road Diet (Reduce travel lanes and add a two way left-turn and bike lanes) (CRF=0.35 for All crashes; Life=20 yrs; FE=90%)
	15	R15: Widen shoulder (CRF=0.3 for All crashes; Life=20 yrs; FE=90%)
	16	R16: Curve Shoulder widening (Outside Only) (CRF=0.45 for All crashes; Life=20 yrs; FE=90%)
	17	R17: Improve horizontal alignment (flatten curves) (CRF=0.5 for All crashes; Life=20 yrs; FE=90%)
	18	R18: Flatten crest vertical curve (CRF=0.25 for All crashes; Life=20 yrs; FE=90%)
	19	R19: Improve curve superelevation (CRF=0.45 for All crashes; Life=20 yrs; FE=90%)
	20	R20: Convert from two-way to one-way traffic (CRF=0.35 for All crashes; Life=20 yrs; FE=90%)
	21	R21: Improve pavement friction (High Friction Surface Treatments) (CRF=0.55 for All crashes; Life=10 yrs; FE=90%)
	22	R22: Install/Upgrade signs with new fluorescent sheeting (regulatory or warning) (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	23	R23: Install chevron signs on horizontal curves (CRF=0.4 for All crashes; Life=10 yrs; FE=90%)
	24	R24: Install curve advance warning signs (CRF=0.25 for All crashes; Life=10 yrs; FE=90%)
	25	R25: Install curve advance warning signs (flashing beacon) (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	26	R26: Install dynamic/variable speed warning signs (CRF=0.3 for All crashes; Life=10 yrs; FE=90%)
	27	R27: Install delineators, reflectors and/or object markers (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	28	R28: Install edge-lines and centerlines (CRF=0.25 for All crashes; Life=10 yrs; FE=90%)
	29	R29: Install no-passing line (CRF=0.45 for All crashes; Life=10 yrs; FE=90%)
	30	R30: Install centerline rumble strips/stripes (CRF=0.2 for All crashes; Life=10 yrs; FE=90%)
	31	R31: Install edgeline rumble strips/stripes (CRF=0.15 for All crashes; Life=10 yrs; FE=90%)
	32	R32PB: Install bike lanes (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	33	R33PB: Install Separated Bike Lanes (CRF=0.45 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	34	R34PB: Install sidewalk/pathway (to avoid walking along roadway) (CRF=0.8 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	35	R35PB: Install/upgrade pedestrian crossing (with enhanced safety features) (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	36	R36PB: Install raised pedestrian crossing (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	37	R37PB: Install Rectangular Rapid Flashing Beacon (RRFB) (CRF=0.35 for Ped & Bike crashes; Life=20 yrs; FE=90%)
	38	R38: Install animal fencing (CRF=0.8 for Animal crashes; Life=20 yrs; FE=90%)

Step 2: Click to generate table for project locations, enter the project locations and select countermeasures for each location. If any of the selections have been changed, you must re-click the below button to refresh.

Click to Generate Table for Project Locations Entry

CMs have been selected. Ok to proceed.

	+/- Line	Location No.	Location Description (Intersection Name or Road Limit or General Description)	Click to select Countermeasures			Error Messages (must resolve)
		(Signalized Intersections)					
2				S07	S21PB		
	+ -	SI_1	Lincoln Ave and Howard Ave	●	●		
	+ -	SI_2	Lincoln Ave and Maple Ave	●	●		
		(Roadway Segments)					
1				R14			
	+ -	R_1	Lincoln Ave from 18th Street to Montebello Boulevard	●			

Step 3: Click to generate tables for crash data and provide crash data. If any changes have been made in the previous two steps, you must re-click to refresh.

[Click to Generate Tables for Crash Data Entry](#)

Crash Data Period: must be between 3 and 5 years.

from (MM/DD/YYYY): To (MM/DD/YYYY): Crash Data Period (years) = 5

Fill out the crash data table(s) for the crash type(s) as required by the selected countermeasure(s) in Step 2.

Based on the countermeasures selected in Step 2, the crash data types to be provided are:

Crash Data Table for Crash Type: <u>ALL</u>								
No.	Location No : Description (from Step 2)	Fatal (ALL)	Severe Injury (ALL)	Other Visible Injury (ALL)	Complaint of Pain (ALL)	PDO (ALL)	Total	ID
1	SI_1: Lincoln Ave and Howard Ave	0	0	2	3	5	10	
2	SI_2: Lincoln Ave and Maple Ave	0	0	2	0	2	4	
3	R_1: Lincoln Ave from 18th Street to Montebello Boulevard	0	1	0	2	2	5	
	Total	0	1	4	5	9	19	

Crash Data Table for Crash Type: <u>Pedestrians and Bicyclists Involved (P&B)</u>								
No.	Location No : Description (from Step 2)	Fatal (P&B)	Severe Injury (P&B)	Other Visible Injury (P&B)	Complaint of Pain (P&B)	PDO (P&B)	Total	ID
1	SI_1: Lincoln Ave and Howard Ave	0	0	0	0	0	0	
2	SI_2: Lincoln Ave and Maple Ave	0	0	1	0	0	1	
	Total	0	0	1	0	0	1	

Step 4: Click to Calculate the project benefit. If any changes have been made in the previous two steps, you must re-click to refresh.

Click to Perform Benefit Calculation

Benefit Summary:

Benefit by Locations				
Location No : Description	[CM1] Benefit	[CM2] Benefit	[CM3] Benefit	Total Benefit
SI_1: Lincoln Ave and Howard Ave	\$800,401	\$0	\$0	\$800,401
SI_2: Lincoln Ave and Maple Ave	\$419,521	\$134,316	\$0	\$553,837
R_1: Lincoln Ave from 18th Street to Montebello Boulevard	\$3,741,641	\$0	\$0	\$3,741,641
Sum	\$4,961,563	\$134,316	\$0	\$5,095,879

Benefit by Countermeasures		
No.	Countermeasure	Benefit
1	S07: Provide protected left turn phase (left turn lane already exists)	\$1,219,922
2	S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	\$134,316
3	R14: Road Diet (Reduce travel lanes and add a two way left-turn and bike lanes)	\$3,741,641
4	NA	\$0
5	NA	\$0
6	NA	\$0
7	NA	\$0
8	NA	\$0
9	NA	\$0
	TOTAL	\$5,095,879

Section IV. Construction Cost Estimate and Cost Breakdown

The purpose of this section is to:

- Provide a detailed engineer's estimate for construction items. The costs for other phases i.e. Preliminary Engineering (PE), Right of Way (ROW), and Construction Engineering (CE) will be accounted for in the next section.
- Determine the project's maximum Funding Reimbursement Ratio (FRR).

IV.1 Detailed Engineer's Estimate for Construction Items:

Cost breakdown:

For each item, enter cost percentages for this project's safety countermeasures (CMs) and "Other Safety (OS)" respectively (e.g. enter 10 for 10%). The percentage for "Non-safety (NS)" is then calculated. If an item is a general one (such as traffic control, mobilization, etc.), check the "General item" box and the cost breakdown is not needed. A general item will NOT be used in determining the project's overall percentages of countermeasures, other safety and non-safety costs.

	No.	Item Description	Unit	Quantity	Unit Cost	Total	General Item? (Click center to check)	% for CMs	% for OS	% for NS
+ -	1	Mobilization	LS	1	\$20000.00	20,000	✕	0 %	0 %	0 %
+ -	2	Striping Improvements	LS	1	\$30000.00	30,000		100 %	%	0 %
+ -	3	Modify Existing Traffic Signal	LS	2	120,000	240,000		100 %	%	0 %
+ -	4	Minor Items	LS	1	\$15000.00	15,000		%	100 %	0 %
+ -	5	Traffic Handling	LS	1	\$8000.00	8,000	✕	0 %	0 %	0 %
		Weighted Average (%)						95%	5%	
		Total (\$)				\$313,000				

Contingencies, as % of the above "Total" of the construction items:

(e.g. enter 10 for 10%)

30 %

\$93,900

Total Construction Cost (Con Items & Contingencies):

(Rounded up to the nearest hundreds)

\$406,900

IV.2 Funding Reimbursement Ratio

Project's Maximum Funding Reimbursement Ratio = 90.0%

The project's Maximum Funding Reimbursement Ratio is calculated from the least of the FEs of the project's countermeasures and reduced if the non-safety cost percentage is in excess of 10%. See the HSIP Analyzer Manual for details. This is the maximum value allowed to be entered in "HSIP/Total(%)" column in Section II (Project Cost Estimate).

Section V. Project Cost Estimate

- All project costs, for all phases and by all funding sources, must be accounted for on this form.
- i. **"Total Cost"**: Round all costs up to the nearest hundred dollars.
 - ii. **"HSIP/Total (%)"**: The maximum allowed is the project's Funding Reimbursement Ratio (FRR) as determined in Section I. Click the button to assign the maximum to all, OR enter if not the maximum.
 - iii. **"HSIP Funds"** and **"Local/Other Funds"** are calculated.

Pay attention to the interactive warning/error messages below the table. The messages, if any, must be fixed, or exceptions should be justified in narrative question No. 3 in the HSIP Application Form.

Project's maximum Funding Reimbursement Ratio (FRR)
(from Section I, rounded up to integer)

90 %

To set all "HSIP/Total (%)" in the below table
to the above maximum FRR, click "Set":

Set

Description	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds
Preliminary Engineering (PE) Phase				
Environmental	\$38,300	90 %	\$34,470	\$3,830
PS&E	\$26,000	90 %	\$23,400	\$2,600
Subtotal - PE	\$64,300	90 %	\$57,870	\$6,430
Right of Way (ROW) Phase				
Right of Way Engineering	\$0	90 %	\$0	\$0
Appraisals, Acquisitions & Utilities	\$0	90 %	\$0	\$0
Subtotal - Right of Way (ROW)	\$0	%	\$0	\$0
Construction (CON) Phase				
Construction Engineering (CE)	\$31,300	90 %	\$28,170	\$3,130
Construction Items	\$406,900 (Read only - from Section I)	90 %	\$366,210	\$40,690
Subtotal - Construction	\$438,200	90 %	\$394,380	\$43,820
PROJECT TOTAL	\$502,500	90 %	\$452,250	\$50,250

☐

 Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).

Interactive Warning/Error Messages:
If there are any messages in the below box, please fix OR explain justification for exceptions in narrative question No 3 in the HSIP application form.

Section VI. Summary

Transfer the "Total Project Cost" , "HSIP Funds Requested" and the BCR to Page 2 of the HSIP Application Form.

Cost, FRR, Benefit and BCR:

Total Project Cost	HSIP Funds Requested	Max. FRR
\$502,500	\$452,250	90%
Total Expected Benefit	Benefit Cost Ratio (BCR)	
\$5,095,879	10.14	



LRSP Vision:
A safe transportation system for all users and diverse modes of travel within the City of Montebello

markthomas.com



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE RECEIPT OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP) FUNDS**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve receipt of \$209,800 in grant funding awarded by the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP); and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$209,800 in Account No. 265-85-858-6040.10 (Grants, Fire, FEMA-HMGP, Other Contract Services [Expenditures]) and Account No. 265-99-4198.16 (Grants, FEMA-HMGP [Revenue]); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) awarded the City of Montebello \$209,800 to update its Local Hazard Mitigation Plan (LHMP) (Attachment A). The Fiscal Year 2023-24 budget will be amended by increasing appropriations by \$209,800 in Account No. 265-85-858-6040.10 (Grants, Fire, FEMA-HMGP, Other Contract Services [Expenditures]) and Account No. 265-99-4198.16 (Grants, FEMA-HMGP [Revenue]). Any appropriations not utilized in Fiscal Year 2023-24 will be rolled forward for use in Fiscal Year 2024-25.

BACKGROUND/DISCUSSION:

The City of Montebello is preparing a Local Hazard Mitigation Plan (LHMP) update. This

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 3

plan will help create a safer community for residents, businesses, and visitors. The LHMP allows public safety officials and city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards in the community. The plan will also recommend specific actions to proactively decrease these threats before disasters occur.

The Hazard Mitigation Plan will be prepared in response to the Disaster Mitigation Act of 2000 (DMA 2000), which requires state and local governments to prepare mitigation plans to document their mitigation planning process and identify hazards, potential losses, mitigation needs, goals, and strategies. This type of planning supplements the City's comprehensive land use planning and emergency management planning programs. This document is a federally mandated update to the City of Montebello's 2017 Local Hazard Mitigation Plan and ensures continuing eligibility grant funding.

On September 12, 2023, the City Council authorized a professional services agreement with Jacob Green & Associates (JGA) to prepare a local hazard mitigation plan. The total all-inclusive contract amount is a not-to-exceed \$84,990, which encompasses all the necessary tasks, deliverables, and expenses associated with successfully completing the Hazard Mitigation Plan. These grant funds will be used to pay for these services, as well as offset administrative expenses such as staff time spent preparing the updated.

The city has been awarded \$150,000 for the 75 percent Federal share, the 25 percent non-Federal share is \$50,000, and \$9,800.00 is included for Management Costs, for a total award of \$209,800. The funds are available for immediate and eligible disbursements. The HMGP project approval and obligation of funds is subject to conditions in the award letter (Attachment A).

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff is recommending approving receipt of \$209,800 in grant funding awarded to the City by the Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP) and amend the Fiscal Year 2023-24 budget by increasing appropriations by \$209,800 in Account No. 265-85-858-6040.10 (Grants, Fire, FEMA-

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 3 of 3

HMGP, Other Contract Services [Expenditures] and Account No. 265-99-4198.16 (Grants, FEMA-HMGP [Revenue]).

ATTACHMENT(S)

1. Attachment A - HMGP Award letter

NEXT STEPS:

N/A



FEMA

April 11, 2024

Nancy Ward, Director
 California Governor's Authorized Representative
 California Governor's Office of Emergency Services
 3650 Schriever Avenue
 Mather, California 95655

Reference: Application Approval, HMGP DR-4683-987-14P
 City of Montebello
 City of Montebello LHMP Update
 FIPS Code: 037-48816, Supplement 19

Dear Nancy Ward:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Montebello (Sub-Recipient) HMGP DR-4683-987-14P, City of Montebello LHMP Update.

The total project cost is \$200,000.00. As shown in the enclosed Obligation Report - Supplement 19, we are obligating \$150,000.00 for the 75 percent Federal share; the 25 percent non-Federal share is \$50,000.00. We are obligating \$9,800.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Approvals:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 20	\$150,000.00	\$50,000.00	\$200,000.00
Management Costs	\$9,800.00	\$0.00	\$9,800.00

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of Montebello will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.
- 2. Project Completion Date** – The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is April 5, 2027. Please inform the sub-recipient that work completed after the disaster period of performance (POP) is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout** – Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.
4. **Record of Environmental Consideration (REC)** – In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Andrea Harvey, Grants Management Specialist, by email andrea.harvey@fema.dhs.gov, or phone (202) 430-4878.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J
LIPIECKI

Date: 2024.04.11 08:43:15 -0700

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):

Obligation Report – Supplement 19
Standard Mitigation Grant (HMGP) Conditions

cc: Ron Miller, Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Robyn Fennig, Acting State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Joseph Purvis, Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

Obligation							
Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4683	14 -P	0	987	1	19	CA	Statewide
Subrecipient: Montebello				Project Title : 7% PrepareCA Match: City of Montebello 2023 Local Hazard Mitigation Plan Update			
Subrecipient FIPS Code: 037-48816							

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation			
\$150,000.00	\$150,000.00	\$0.00	\$0.00			
Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY	
\$150,000.00	\$9,800.00	\$159,800.00	03/25/2024	Accept	2024	

Comments

Date: 03/25/2024 User Id: SSCOTT39

Comment: 4683-987-14P-7%, City of Montebello Local HM Plan Update,-\$150,000.00 Federal Share and \$9,800.00 Sub Recipient Managemen Costs.

Authorization

Preparer Name: STEVEN SCOTT Preparation Date: 03/25/2024

HMO Authorization Name: LAURA KOON HMO Authorization Date: 03/25/2024

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4206 WITH
GEORGE HILLS TO PROVIDE GENERAL LIABILITY THIRD-PARTY
ADMINISTRATION SERVICES**

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4206 with George Hills for an initial three (3) year term in the amount that shall not exceed \$291,500 over the three years; and,
2. Authorize the City Manager to execute Professional Services Agreement No. 4206; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Professional Services Agreement No. 4206 (Attachment A) with George Hills has an initial three (3) year term and includes two (2), one (1) year extension options. If needed, the City Manager will have the authority to increase the annual expenditure amount by up to \$5,000 annually for the duration of the agreement. The total maximum compensation shall not exceed \$291,500 over the initial three (3) year term (July 1, 2024 through June 30, 2027):

YEAR 1 - \$88,800
YEAR 2 - \$92,020
YEAR 3 - \$95,680
CONTINGENCY (if needed) - \$15,000

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 2 of 3

Sufficient funds for these services will be budgeted as part of the proposed Fiscal Year 2024-25 budget in Account 700-99-6040.13 (Self Insurance Fund- Non-Departmental-Contract Services Liability General). Subsequent fiscal years will include sufficient funds for these services.

BACKGROUND/DISCUSSION:

The City of Montebello operates as a self-insured entity. The City assumes the financial risk of covering potential liabilities rather than purchasing insurance from an external carrier. This approach allows the City more control over insurance premium costs and the ability to tailor coverage to the City's specific needs. This approach also allows for potentially reduced costs over time.

On February 28, 2024, the City issued RFP 24-14 for General Liability Third Party Administration (TPA) Services. The RFP was posted on PlanetBids, and notices were submitted to multiple agencies via PlanetBids. The RFP closed on April 4, 2024, with six (6) responses received by the deadline. Bidders provided pricing based on the City's projected annual consumption of liability management services. The following is a list of bidders who responded and their locations (In alphabetical order):

- AdminSure Inc-Ontario, CA
- Carl Warren & Company-Tustin, CA
- CorVel Corporation-Irvine, CA
- George Hills- Rancho Cordova, CA
- Intercare Holdings Insurance-Rocklin, CA
- TRISTAR-Long Beach, CA

After receiving the responses to the RFP, an evaluation committee was formed to review each proposal submission. The evaluation committee consisted of individuals from the Human Resources and Finance Departments. The responses were evaluated and scored (Attachment B) based on the following criteria:

- Qualifications (40 points)
- Reputation/Reference Checks (30 points)
- Proposed Fees (30 points)

The six vendors ranking -- highest to lowest score -- is:

1. George Hills
2. Tristar
3. Carl Warren & Company
4. Intercare Holdings Insurance Services
5. Admin Sure, Inc.
6. Cor Vel Corporation

Upon completing the evaluations, staff recommended awarding an agreement to George Hills. The professional services agreement can be found as Attachment A, and includes their proposed work plan as part of their response to the RFP.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

This partnership with George Hills will enhance the City's risk management abilities by offering specialized knowledge and experience to identify, assess, and manage risks efficiently. George Hills will streamline claims handling processes, leading to quicker solutions and reducing the risk of costly litigation. George Hills provides valuable support and compliance measures regarding insurance regulations. It is recommended that City Council approve the attached agreement with George Hills.

ATTACHMENT(S)

1. Attachment A - Agreement No 4206.George Hills TPA GENERAL Liability
2. Attachment B - RFP 24-14 -General Liability TPA Services -EVALUATION SHEET-SUMMARY

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4206
WITH GEORGE HILLS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 1, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **GEORGE HILLS** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified consultant to provide Third-party Administration (TPA) services for the City's General Liability Program; and

WHEREAS, the City issued Request for Proposals (RFP) No. 24 – 14 on February 29, 2024; and

WHEREAS, the CONSULTANT submitted a response to the RFP; and

WHEREAS, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

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:

i. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.

ii. **RFP 24 - 14**

iii. CONSULTANT's Proposal referenced

iv. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 14 and CONSULTANT's responses, as such is set forth fully in **Exhibit "B"** 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4206

Page 2 of 11

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional, one (1) year periods, with mutual agreement from both parties.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

b. All data, documents, discussion, or other information developed or received by the

PROFESSIONAL SERVICES AGREEMENT NO. 4206

Page 3 of 11

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's 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 CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or 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 CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for

employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage 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 and \$4,000,000 aggregate.

Automobile Liability Insurance: Written on an occurrence form reasonable acceptable to the City and in common use in the insurance industry for the identified coverage (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 CONTRACTORS'S profession, with limit no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4206

Page 6 of 11

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

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

f. **Evidence of Insurance prior to commencement.** The CONSULTANT 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 Management
1600 West Beverly Boulevard
Montebello, CA 90640

g. In the event George Hills receives notice of cancellation from the insurer of any of the insurance required under this agreement, George Hills will provide City of Montebello written notice of such pending cancellation within five (5) business days of receipt of such notice from the insurer. George Hills shall use all reasonable efforts to remedy the cause of such cancellation notice, or will find replacement insurance meeting the requirements of this agreement and shall provide City of Montebello with written notice that such cancellation has been rescinded, or shall provide a new Certificate of Insurance evidencing the replacement insurance, prior to the date the pending cancellation was to become effective, such that no lapse in the required insurance shall occur. .

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

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days'

PROFESSIONAL SERVICES AGREEMENT NO. 4206

Page 7 of 11

prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY as it pertain to the Commercial General Liability, Automobile, and Workers' Compensation policies.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. .

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. 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

Page 9 of 11

SECTION 22. NOTICE.

Page 704 of 856

ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4206

Page 11 of 11

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

GEORGE HILLS

Raul Alvarez, City Manger



John Chaquica, CEO



Chris Shaffer (May 29, 2024 07:27 PDT)

Chris Shaffer, COO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City
Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-16
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

TECHNICAL PROPOSAL

CITY OF MONTEBELLO

GENERAL LIABILITY THIRD-PARTY
ADMINISTRATOR SERVICES

RFP No. 24-14 Submitted: April 4, 2024

George Hills

PO Box 278, Rancho Cordova, CA 95741 Phone:
(916) 859-4800, Fax: (916) 859-4805



LETTER OF TRANSMITTAL

April 4, 2024

City of Montebello

Attn: John Soria, Assistant Director of Human Resources 1600 West Beverly
Boulevard
Montebello, CA 90640

RE: City of Montebello – RFP no. 24-14 General Liability Third Party Administrator Services

Dear Mr. Soria,

As Chief Executive Officer of George Hills, I thank you for the opportunity to submit a proposal to provide General Liability Third Party Administrator Services to the City of Montebello (the City). Our team will provide exemplary services while increasing efficiencies and reducing the City's total cost of risk. Our claims professionals are highly qualified and experienced with the unique nuances of California public entities.

George Hills employs many public entity general liability claims staff compared to our competitors, which enables us to offer unrivaled expertise to the City. Our Public Entity claims division is dedicated solely to general liability and exceeds 80 full-time employees serving our nearly 500 public entity clients.

George Hills acknowledges any and all addenda issued pertaining to this RFP.

This proposal shall remain valid for a period of no less than 90 days from the submittal deadline, April 4, 2024.

Responsiveness to the RFP: We are proud to state that we meet, and in some cases exceed, the City's requirements and evaluation criteria. George Hills is prepared and ready to fulfill the needs of the City.

Public Entity Experience: George Hills has an established record of consistent professional service and reputation within the industry, with specific emphasis on public entities and knowledge of public safety benefits, laws, and immunities.

High Quality References: Our clients are a testament to the quality of service we provide. We serve nearly 500 California public entities.

Staffing and Experience: George Hills selectively recruits and retains the industry's best of the best claims professionals. Our team is dedicated to setting the standard for client satisfaction.

Cost Benefit Advantages: With our claims handling best practices to guide us, George Hills' approach is focused on efficient, cost-effective, and strategic resolutions.

Core Values: George Hills is set apart from other candidates by our core values, which direct and maintain all that we do. George Hills fosters values of honesty, accountability, transparency, loyalty, commitment, resilience, continuous improvement, financial stewardship, and client satisfaction.

Our claims handling success is focused on the protection of your assets. With 70 years in business, George Hills has achieved a best-in-class reputation. As the CEO and sole owner of George Hills, I promise that you will experience the difference in our approach and feel confident in your decision to work with us. Thank you for considering George Hills for this vital role.

I attest that all information submitted with this proposal is true and correct.



John Chaquica, CPA, MBA, ARM

Chief Executive Officer, George Hills Company

Proposer: George Hills Company

PO Box 278 Rancho Cordova, CA 95741 Phone:

(916) 859-4800

Fax: (916) 859-4805

DIR: N/A

Contact Person: John Chaquica, CPA, MBA, ARM, CEO & Owner Address:

PO Box 278 Rancho Cordova, CA 95741

Email: John.chaquica@georgehills.com Phone:

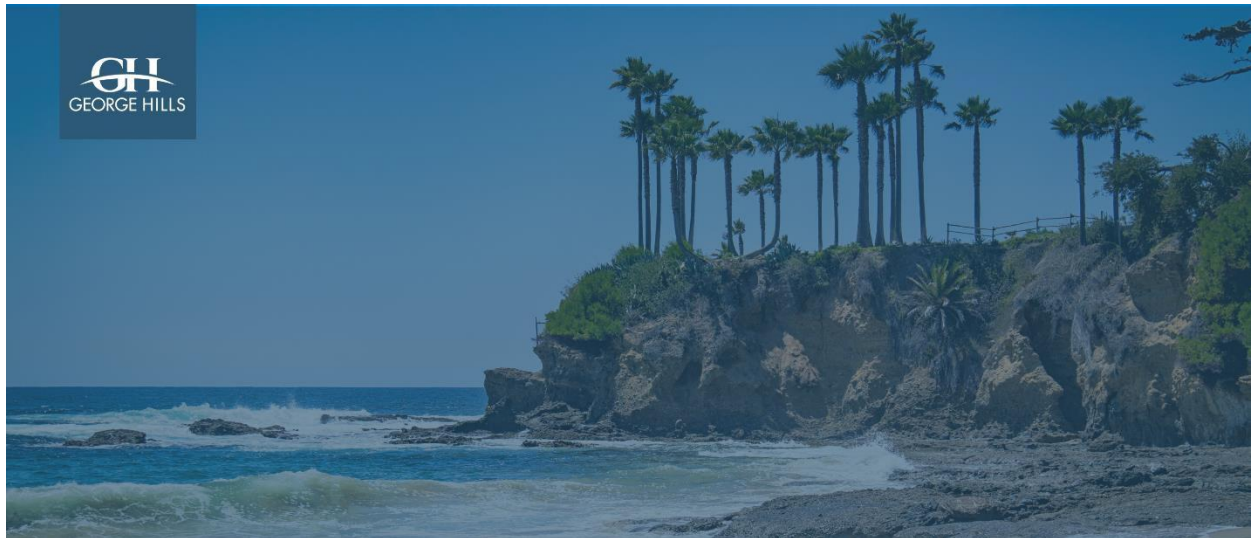
(916) 859-4824

Subcontractors:

George Hills does not anticipate entering any contracts with subcontractors and will operate as the primary contractor performing the primary functions of the Agreement.

TABLE OF CONTENTS

A. Qualifications, Related Experience, And References.....	6
1. Company Profile	6
2. Financial	9
3. References	9
4. Self-Insured General Liability Administration Program	10
B. Detailed Work Plan	12
Best Practices Claims Approach.....	16
Staffing	28
C. Exceptions.....	33
Proposed Contract Exceptions To The Professional Services Agreement From The City Of Montebello – Appendix B.....	33
D. Appendix.....	39
I. Pricing.....	39
II. Optional Services	47
1st Party Subrogation Recovery	49
Public Entity	50
Testimonial Statement.....	50
III. Sample Reports.....	52
IV. George Hills Client Portal.....	59
V. List Of Municipalities.....	61

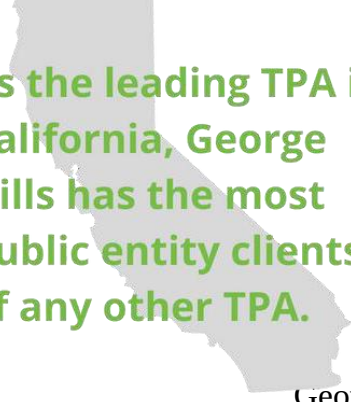


A. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

Qualifications, Related Experience, and References

1. COMPANY PROFILE

George Hills Company was founded in 1954 and has provided liability and property claims administration services to the public sector for four decades. Since its inception, George Hills has expanded, grown, and branched out in ways consistent with our value of continuous improvement. In addition to third-party claims administration, we provide industry-leading litigation management services, subrogation recovery, investigative services, and JPA management. Today, we work with more public entities in California than any other TPA.



As the leading TPA in California, George Hills has the most public entity clients of any other TPA.

Public Entity Experience: George Hills has made public entity casualty claims adjusting its focus. We put forth considerable effort in recruiting, retaining, and training our employees. **We partner with nearly 150 California cities – a significant percentage of the state’s counties both as stand-alone agencies and JPA members.**

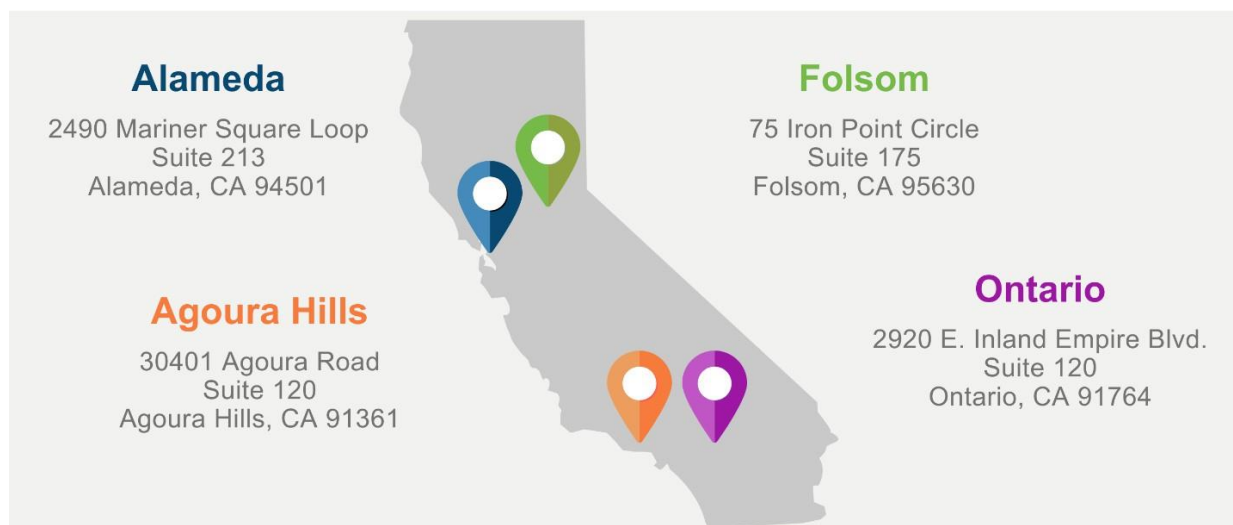
George Hills’ emphasis on high quality public entity adjusters and our reputation for excellent client service have led us to the forefront for California Public Entities property and liability claims management. For more than half a century, George Hills has specialized in California public entity multi-line claims adjusting (property and liability) while also providing litigation management and investigative services.

Firm Structure: George Hills is a corporation employing 95 professionals companywide.

Public Entity Experts: For over fifty years, George Hills has made public entity casualty claims adjusting its focus. At the core of this focus, and the means for our ongoing success, is the high quality of individuals employed by George Hills. We put forth our best effort in recruiting, training, and retaining public entity adjusting experts. We believe this emphasis on high-quality public entity professionals and excellent client service has placed us at the forefront of California public entities property and liability claims management.

Our claim division staffing structure ensures that the quality of work we provide will meet your exact expectations. We employ claim executives who have been in the business of serving public entities for most of their careers. We have a hierarchical structure of managers and supervisors who oversee and advise on the work produced by adjusters. Our adjusting staff consists of senior level adjusters, adjusters who are progressing in their careers toward senior level positions, and claim processors who provide administrative support as well as key support duties. George Hills' employees hold professional licenses, BA/BS/MA and JD degrees, and/or industry certifications/designations, including: Independent Insurance Adjuster; Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); California Self-Insured Administrator (SIA); Certified Public Accountant (CPA); Charter Global Management Accountant (CGMA); Certified Litigation Management Professional (CLMP); Property/Casualty Agent; and the California State Bar.

Locations: George Hills maintains four (4) offices in California, including Agoura Hills, Ontario, Alameda, and our principal office in Folsom, near Sacramento.



Benefits of George Hills

George Hills	Advantage Over Comparable Firms
 George Hills selectively recruits and retains the industry's best of the best public entity claims adjusters.	Other TPAs have experienced adjusters that may focus on private entities or are not as experienced in public entity claims adjusting.
 A boutique organization by design, we provide customized services to meet your needs, not have you fit into our system. George Hills has one owner, who is involved, available, and committed to meeting regularly.	Several TPA firms are large companies that may not have the time and focus on providing customized services to meet the needs of the City. Our Public Entity Management team is comprised of leaders in the industry.
 Providing expert liability, property, med-mal, and subrogation services for public entities is our one and only focus. George Hills has nearly 500 California public entities including over nearly 20 JPAs.	Many other TPA firms provide multi-line services to a variety of private and public entities, and therefore don't specialize in the specific needs that public entities require.
 George Hills has developed our own comprehensive and effective public entity claims training program, George Hills Claims University (GHCU).	George Hills is the first and only TPA to launch its own learning program. Managed through a Learning Management System, GHCU provides continuous matriculation for our current and future employees and now to our clients, and soon the general public.
 George Hills' use of our CMIS, and our Trademarked iMetrics reports, give our clients unique access to the claims process at every stage and allow clients to run customized reports.	Although some TPAs have their own claims system, which may be multi-line and private sector, our CMIS provides enhanced, customizable system reporting that is specific to public entities and unparalleled to other firms' capabilities.
 George Hills has developed a client-facing portal, which provides dashboards and secure online areas for file sharing and collaboration.	We are one of the few TPAs that offer a resourceful, web-based portal that our clients can customize to fit their risk management and reporting needs.



George Hills has two in-house attorneys that serve as our Litigation Managers, as well as assist clients and adjusting staff by applying their extensive public entity experience.

Although a couple of larger TPAs may have legal resources, our in-house attorneys are readily accessible and are routinely utilized by our claims adjusters and are available to our clients.

2. FINANCIAL

George Hills put his name on the door in 1954, starting a firm to revolutionize the claims administration service industry. George Hills has remained financially sound and true to its roots, with a dedicated local ownership, focus on public entities, management of property and liability claims, and the hiring and retention of the best of the best personnel in a unique boutique environment.

George Hills historically has made strategic decisions to reinvest in the company for opportunities, infrastructure, and system development. George Hills is financially sound from an asset and equity basis. We are a contract-based professional services organization, and as our contracts expand, we have made sound financial decisions to forecast for the mutual futures of our clients and ourselves.

George Hills has no conditions that may impede our ability to complete the project.

3. REFERENCES

George Hills is proud to partner with over 130 cities in California. A list of our municipal city clients can be found in Section D. Appendix, V. List of Municipalities on pages 61 & 62.

Name of Client	Primary Contact	Services Provided
City of Beverly Hills	Sharon L'Heureux Dressel <i>Risk Manager</i> 455 N. Rexford Dr. 3 rd Floor Beverly Hills, CA 90210 (310) 285-1073 sdressel@beverlyhills.org	Liability & Property Claims Adjusting and Subrogation
City of Westminster	Jodie Griner <i>Director of Human Resources and Risk Management</i> 8200 Westminster Blvd. Westminster, CA 92683 (714) 898-3311 jgriner@westminster-ca.gov	Liability & Property Claims Adjusting and Subrogation

City of Torrance	Jason Nishiyama <i>Deputy Finance Director, Finance Department</i> 3031 Torrance Blvd. Torrance, CA 90503 (310) 781-7531 jnishiyama@torranceca.gov	Liability & Property Claims Adjusting and Subrogation
City of Buena Park	Eddie Fenton <i>Assistant City Manager</i> 6650 Beach Blvd, Second Floor Buena Park, CA 90621 (714) 562-3515 efenton@buenapark.com	Liability & Property Claims Adjusting and Subrogation
City of Rialto	Sharma Curian <i>Director of Human Resources and Risk Management</i> 150 South Palm Ave Rialto, CA 92376-6406 (909) 421-7292 scurian@rialtoca.gov	Liability & Property Claims Adjusting and Subrogation

4. SELF-INSURED GENERAL LIABILITY ADMINISTRATION PROGRAM

George Hills acknowledges the expectation that the proposer is to operate and maintain the City's self-insured General Liability administration program, as specified in this RFP. Historically, George Hills has been managing public entities self-insured retentions since the late 70's and currently we handle hundreds, with many in the millions of dollars of self-insurance.



B. DETAILED WORK PLAN

B. Detailed Work Plan

George Hills agrees to the Scope of Services and has outlined how each activity will be addressed below. Upon award we will collaborate with the City in the development of unique Claims Handling Instructions (CHI) to ensure the below is noted, expected, and agreed to.

I. General

a. George Hills shall provide tort claim management services including claims administration (from claim inception to disposition), liability and claims investigations, negotiation of claim settlements, assumption of the handling of existing open claims, review of all relevant law firm invoices, and reporting to the City's excess General Liability carrier.

II. Administration

- a.** George Hills will provide professional and technical staff to perform the services as agreed upon under a separate contract with the City and the RFP.
- b.** George Hills will represent the City in all matters related to the setup, investigation, adjustment, processing, negotiation, and resolution of liability claims against the City.
- c.** George Hills will inform the City of changes or proposed changes in statutes, rules and regulations, and case law affecting the general liability program.
- d.** George Hills will provide information and guidance regarding the general liability program and specified claims.
- e.** George Hills will inform the City of problem areas or trends, both potential and perceived, and provide recommendations and/or solutions to address problem areas or trends.
- f.** George Hills will provide copies of file correspondence and documentation as requested.
- g.** George Hills will attend appointments including but not limited to meetings, conferences, court appearances, and scene investigations at the request of the City.
- h.** George Hills will provide 24-hour on-call service by providing the City with a 24-hour phone number for key personnel. The 24-hour on-call

service may include but not be limited to responding to incident scenes, attending meetings, and conducting investigations.

- i.** George Hills will conduct risk management-related seminars for department heads and/or the City staff at the request of the City up to four (4) times per year.
- j.** George Hills will conduct quarterly program analyses and status meetings, or more frequently if requested, with the City to discuss case status, issues, or trends based on our analysis of the program. George Hills will also recommend loss controls and solutions to the City based on its quarterly program analyses.
- k.** George Hills will provide the City with regular loss reports as requested and provide special reports at no (or reasonable) additional expense when requested.

III. Claims Personnel

Appropriate levels of claims adjuster (senior and adjuster) will be designated, along with a claims supervisor who will be assigned to the City's account, along with all appropriate support staff. George Hills acknowledges the City's right and opportunity to interview, approve, and/or reject proposed individuals.

IV. Claim Handling and Case Review

- a.** George Hills will investigate questionable claims with coordination, assistance, and approval from the City.
- b.** George Hills will maintain, in accordance with California law, a claim file on each reported claim. Said claim file will be available to the City during normal business hours and include actual costs and estimated costs of all anticipated benefits and expenses related to the claim file.
- c.** George Hills will closely monitor all active claims and make timely reports to the City of case status, pending issues, suspected malfeasance, and any other pertinent program information.
- d.** George Hills will provide the City with regular loss reports, as requested by the City, and provide special reports for an additional expense when requested.
- e.** At the direction of the City, George Hills will contact the claimant or their attorney within five (5) days of receipt of the claim and maintain appropriate contact until the claim is closed.
- f.** George Hills will review the status of claims and the adequacy of reserves on all active cases at least every 90 days.

- g.** George Hills will provide narrative reports to the City when recommending the disposition of a claim, when a claim goes to trial, or any other significant events that have or will occur. These reports will be clear, concise, and provided in a format approved by the City.
- h.** George Hills will negotiate settlements within authority limits.

V. Investigations

- a.** George Hills will take statement of facts from all claimants when not represented by an attorney, or with the attorney's permission. Statements will be preserved by recording or by taking handwritten signed statements.
- b.** As warranted, George Hills will conduct further investigation of a claim and advise the City when further investigation is deemed warranted. Further investigation may include but not be limited to on-site investigation, photographs, interviewing witnesses, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, paramedic reports, marine department or other reports as necessary, obtaining building permits, or other records as required.
- c.** If a claimant is represented by an attorney, George Hills will direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement as may be appropriate.
- d.** George Hills will report all Bodily Injury Claims to the Index Bureau. George Hills will also conduct additional Index Bureau searches at the request of the City.
- e.** George Hills will obtain approval from the City before engaging the services of an outside vendor for an investigative assignment.
- f.** At the request of the City, George Hills will investigate inverse condemnation claims.
- g.** With City approval, George Hills will arrange for expert services including but not limited to professional photography, independent medical examinations, professional engineering services, and laboratory services.

VI. Litigation Management

- a.** At the request of the City, George Hills will contact the City Attorney assigned to handle the case and provide any and all information concerning the claim and investigation.
- b.** George Hills will maintain liaison with the City Attorney's Office and any outside defense counsel and provide such investigation as required during the entire litigation process, including but not limited to additional investigations for pretrial and trial that may be requested by either the City Attorney's Office or defense counsel.
- c.** George Hills will assist the City Attorney and defense counsel in preparing and/or answering discovery as requested.
- d.** George Hills will assist the City personnel in Small Claims Court actions filed by and against the City, including but not limited to obtaining witness information, evidence, assistance in preparing the case for trial, and appearance at the trial if deemed necessary by the City.

VII. Compliance and Reporting

George Hills will keep the City informed of all program compliance matters and ensure the City meets all program reporting requirements and deadlines, including:

- a.** Preparation and submission of all legally required program forms and reports to their authorized agencies on behalf of the City within 15 days of said deadline;
- b.** Submission of monthly reports during the term of the agreement. The monthly reports shall indicate the status and detail of every open claim assigned to the Administrator, including but not limited to the reserves assigned for each claim, a summary of each loss by type, department, year, litigation status, and coded as to cause;
- c.** Reporting to any excess insurance carrier(s) in accordance with policy provisions. George Hills will provide the City with written notification that the required notice has been made to the excess carrier within ten (10) days of the notice of the claim;
- d.** Seeking reimbursement from the excess insurance carrier for any losses in excess of the City's self-insured retention.

BEST PRACTICES CLAIMS APPROACH

George Hills’ *Best Practices General Liability Claims Handling Manual* and *Best Practices General Liability Litigation Manual*—both of which all George Hills claims processors, adjusters, and supervisors must follow in accordance with the specific rules, regulations, and requirements of an individual client—fully support the scope of work, procedures, processes, and requests of the City. George Hills’ stated mission is always “to provide the highest level of quality, customer focused claims service.” We accomplish this by assigning teams of experienced individuals who have managed similar accounts for many years.

George Hills’ best practices approach to claims management centers around early communication and transparency of information. Early communication with claimants leads to a faster claim resolution, and our transparency of information gives the City insight to the claims process from inception to close.



Best Practice Quality Control

George Hills’ processes, procedures, and methodologies center around adjuster accuracy and customer satisfaction. Quality control comes at the technological (automated) level, and at the human (adjuster/supervisor) level by George Hills’ supervisors and Client Services Manager, Todd Mershon.

Communication

Phone calls and e-mails will be returned within 24 hours. All other written communication will be responded to within three (3) business days.

Contacts

- 24-hour emergency contact will be made within one (1) hour of assignment or phone call.
- Initial contact will be made with insured/client, claimant, and witnesses within one (1) business day of receipt of their information. If no contact is made with the claimant, two (2) subsequent contact attempts via telephone will be made within the first 48 hours after receipt of the claim. If we do not have contact information for the claimant, or have incorrect information, extra attempts will be made to secure correct contact information, such as a Google or online “white pages” search. If the City’s protocols are such that a claimant is not to be contacted, this will be documented in the adjuster’s file notes.
- An acknowledgment letter or email will be sent to all pertinent parties containing the adjuster’s contact information and claim number unless instructed otherwise.

Best Practice Claim Data and Information Management

George Hills’ ability to develop and maintain the City’s data metrics for decision-making as well as provide accurate statistical reporting is due solely to our best practice technology and IT processes. We recently completed these Best Practices and structural changes in claims technology by employing Insurity’s CMIS/ClaimsXpress expert team to be our database manager. This has provided George Hills and our clients with expanded expert resources. This, coupled with Insurity hosting the software as a host claims system manager, is a highly effective combination. George Hills’ ability to maintain data and provide enhanced statistical reporting is due to our long use of best practices. Our proprietary iMetrics Business Intelligence Reporting service provides optimum targeted, on-demand data for liability and property claims decision making.

The timely resolution of claims is of the utmost importance. Generally, the longer a file is open, the costlier it is for our clients. In addition, superfluous open reserves on our client’s book of business can negatively affect financial results. As such, one of the items reviewed by the supervisors when they are auditing files is timeliness of closures. The supervisor will also review whether the adjuster is staying on-diary. Every time an adjuster picks up a file, they should do everything necessary to get the file closer to resolution. In addition, we monitor the individual adjuster’s closing ratios each month to further ensure that files are being closed in a timely manner. The number of new

claims received should be equal to or less than the number of files closed by the adjuster. That said, adjusters with more complex and litigated claims loads will generally have a lower closing ratio than adjusters who handle more simple claims. As an example, basic third-party property damage claims should be resolved within 30 days. Therefore, at times an adjuster handling only simple property damage claims may have a closing ratio exceeding 100%.

Reporting New Claims

Depending on the nature and urgency of an incident, new claims can be reported to George Hills in several ways:

- **Routine, non-urgent tort claims** can be sent via email through our dedicated intake portal, which is monitored by our claims support team to ensure timely setup in the claims system within one (1) business day.
- **More urgent matters** can be reported directly by phone through your designated adjuster, supervisor, or claims processor.
- **After-hours critical incident response:** The City will be provided with after-hours contact information for your primary designated adjuster, who can usually respond to the scene of a critical incident within one (1) hour of contact.

Data Entry

When a claim or loss has been received, designated support staff will perform the following actions:

- Index to determine if they belong to an existing claim;
- Establish a claim file within twenty-four (24) hours;
- Perform data entry and attach documentation on claims for damages;
- Notify the responsible adjuster via email upon completion of data entry;
- Automatically set a diary for the adjuster and their supervisor.

File Set Up

Upon receiving notification of data entry completion and instruction taken from the Initial Claim Data Entry form, the claims processor will take the following steps:

- Send an acknowledgement letter to the City within 24 hours of receipt of assignment;

- Make initial phone contact with the claimant or their attorney, if so instructed, and send an acknowledgment letter to the claimant or their attorney;
- Once notified that the claim has been entered and the acknowledgment letter has been sent, the adjuster will review the information in ClaimsXpress for accuracy.

Claims Progress Notes – All file activity is documented in the Notepad of the electronic claim file as it occurs. Dropdown boxes for Notepad types allow the adjuster to be specific as to the type of activity (i.e., phone call, correspondence received or sent, claim filed, etc.). The subject line allows for further specific yet brief information for an at-a-glance review in ClaimsXpress. Notepads are important to document phone conversations or receipt of materials: they serve as a chronological outline of what activity has taken place.

Claim Documents – All claim documents are attached to the electronic claim files as they are obtained. This includes text/PDF, spreadsheets, photos, audio, and audio files in all electronic media formats. Each document is annotated with a description and a corresponding Notepad entry.

Diaries – Upon setup in ClaimsXpress, a file review diary is automatically set for the adjuster. Our best practices ensure that each assigned case is reviewed at least once every 30 days for active files, 90 days for extended diaries on those awaiting activity from others, and up to 180 days on those files in which the adjuster is awaiting the expiration of the statute of limitations. All diaries are maintained through ClaimsXpress. All activity during the diary review is documented in the Notepad. No claim is re-diaried without specific indication why no further action was taken.

Plan of Action (POA) – Each file is required to have an initial claim review note (within the first seven days (7) of receipt) outlining the basics of the claim. Thereafter, Notepad entries reflect an updated Plan of Action (a type of Notepad entry) every 30 days. The City will have online access to the POA entries in the claim summary view. The POA's are also available as a report for the City and are useful for claim reviews.



ClaimsXpress Claims

George Hills uses ClaimsXpress as our Claims Management Information System (CMIS). ClaimsXpress (CXP) is a secured cloud browser-based software system that allows our claims adjusters to work anywhere, from the scene of an incident to our corporate office.

Similarly, the system being browser-based allows the City 24-hour, read-only real-time access of its claims information. George Hills owns perpetual licenses to CXP, and we contract with Spear Claims to provide the Microsoft Azure-based secure cloud in which our clients' data is housed.

Searching within ClaimsXpress for specific claims data is simple, but in an effort to minimize the need to search, George Hills has developed dashlets within ClaimsXpress to allow the City and adjusters quick access to relevant claims information right on their homepage.

As part of your onboarding process, George Hills will hold a training session with all potential client-side ClaimsXpress users, ensuring that everyone has the desired level of access and understanding of the system.

ClaimsXpress has a set of standard claims handling reports available to every client, but the system can also be customized to produce unique reports specific to the City. The City can safely and securely access their reports via an automated encrypted email from their Client Services Manager or our dedicated reporting team. All these reports can be exported to Microsoft Excel or Adobe PDF formats on demand by either George Hills staff or the City.

ClaimsXpress is an entirely paperless system. All claim files are stored electronically in a secured Microsoft Azure cloud hosted by Spear Claims, available to any authorized user, using any browser, at any time.

ClaimsXpress is configured to enforce additional security measures when necessary. A user's access to claim information can be limited by organization structure, such as only allowing access to view claims for a single location. ClaimsXpress also includes identifiers for highly sensitive or confidential claims. When a claim is flagged as confidential, ClaimsXpress will limit access to that claim by individual User ID.

The use of ClaimsXpress increases our firm's service capabilities for the City and enhances our service workflow efficiencies and custom reporting capabilities. The alignment of these technologies with George Hills' services is of great value to the City by providing real-time access to decision-making data, metrics, and trends. When it comes to read-only access, reporting, and

modification abilities to meet the City’s needs, our technology offering is unmatched.

Samples of our iMetrics reports can be found in Section D. Appendix, III. Sample Reports on pages 52 – 56.

George Hills Client Portal

George Hills is thrilled with the recent launch of our self-service client portal. The City will have its own dedicated portal for all members and staff to access. The portal is customized to be complementary to the City’s members-only website access. Examples of the in-browser experience with our Client Portal can be found in Section D. Appendix, IV. George Hills Client Portal on pages 59 & 60. This web-based platform provides our clients exclusive access to the following features:

- Secure file sharing and document management
- Quick reporting and metrics
- Simple user interface
- News and alerts

Reserving of Claims

The establishment of reserves is a significant task, as it impacts critical areas such as funding levels and future debt. George Hills’ philosophy is to establish separate reserves for indemnity and expense; however, George Hills will reserve pursuant to the City’s policy. Reserves will be reviewed each time an adjuster touches the file, and specifically on each diary date. Reserves take into consideration liability as to the City and comparative fault of the claimant/plaintiff, type of injury, damages, prognosis, expenses (e.g., medical and wage), and any anticipated general damages. George Hills normally reserves on a “most probable outcome” basis.

Updating Clients on Major Reserve Changes

The City will be provided with reports which include reserves and/or reserve changes. These reports are provided monthly, or pursuant to the request of the City. In addition, the City may require immediate notification of reserve changes that meet a certain threshold. ClaimsXpress will send push notifications when the reserve change meets the established threshold. It is imperative that all reserve changes are entered as soon as the adjuster becomes aware of the need for a change.

Supervisory Approval of Reserve Changes

The decision-making authority on revising the reserve is initially set at the level where the work is being done. However, large increases in reserves will be reported immediately to the supervisor and/or the City as required.

Notification and Updating of Excess Insurers

It is the responsibility of the adjuster to promptly report any case meeting the reporting requirements of the excess carrier or as instructed by the client.

George Hills will notify the City's excess carrier in any number of situations pursuant to the requirements of the excess policy carrier's stipulations. First, the excess carrier is notified no later than 30 days after receipt of notice of a reportable claim. Second, notification is sent when reserves are set on any reportable claim or suit involving multiple claims or suits arising out of one occurrence, or any claims or reserves amounting to 50 percent or more of the retained limit. Third, excess carriers are notified regarding Title 42 USC 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel or with reserves of 25 percent or more of the retained limit. Lastly, regardless of the reserve, notification is sent for any claim involving the following:

- One or more fatalities
- Loss of a limb
- Loss of use of any sensory organ
- Quadriplegia or paraplegia
- Third degree burns involving ten percent or more of the body
- Serious facial disfigurement
- Paralysis
- Closed head injuries

Diaries and Claim Progress Notes

Diary systems are established to ensure that each assigned case is reviewed *at least* once every 30 days on active files, extended diaries up to 90 days on those waiting activity by others, and up to 180 days on those files in which the adjuster is awaiting the expiration of the statute of limitations. All diaries are maintained through ClaimsXpress.

File notes indicate the prompt establishment of an initial diary date and subsequent follow-up diary dates at intervals dependent on claim activity. Notes include action taken from the previous note entry and an updated Plan

of Action documenting the adjuster's plan for future activity to move the claim towards resolution. No claim is simply re-diaried without indicating specifically why no further action was taken.

George Hills' claims supervisor will maintain separate diaries and other audit controls necessary to review and ensure timeliness in handling as well as ensuring other claims standards and reporting requirements are being met.

Timeline of the Claims Handling Process

The following takes place from receipt of a new claim:

Within 24 Hours

- Index new correspondence and new claims for damages to determine if they belong to an existing claim
- Claims data entered into ClaimsXpress
- Acknowledgement of new assignment sent to the City
- Claimant/claimant's attorney is called, emailed, or both to acknowledge and provide claim and adjuster information.

Within 2 Days

- Two-point contact made with claimant (or attorney) and the City

Within 5 Days

- Reserves set

Within 7 Days

- Initial claims review/Plan of Action

Within 30 Days

- Claim tendered (if appropriate)
- Liability determination
- Excess carriers notified

Monthly

- Monitor closing ratios
- Statistical report (all claims activity) provided to the City
- Payment register provided to the City
- Plan of action updated
- Watch list claims meetings

- Case reviews (90 days if waiting for activity by others, 180 days if waiting on expiration of a statute of limitations)

Cost Saving Methods

Through our efficient and thorough investigation, wherein there is a two-point contact within one (1) business day of receipt of each claim, we ensure the liability investigation is completed early. Many claims are not pursued when they are denied or rejected early on. In these instances:

- Attorneys are less likely to take a case that has already been denied.
- By not establishing your defense position early, a claimant is often more likely to think they will get a settlement.
- Securing witness and claimant statements early on is essential, lest they forget the details or have the opportunity to revise the facts to help their position.
- Indexing claimants pursuing injury claims verify if they have made similar claims in the past and/or have prior injuries that are unrelated to our matter.
- If there is liability, and injuries are claimed, we secure complete medical records to check for pre-existing conditions.

We explore all tender possibilities based on the claimant's allegations because allegations trigger coverage regardless of liability.

Managing Litigated Claims

Through our extensive experience managing claims for hundreds of different public agencies, George Hills has developed the expertise to adapt our litigation management services to fit a wide range of litigation management program structures. This ranges from full litigation management responsibility, including retention and direction of defense counsel and management of defense costs, to basic litigation support for the client's in-house defense team.

George Hills' philosophy and guidelines for providing litigation management services are focused on achieving the best result for our client while aggressively managing costs. This is driven by our litigation best practices, which include:

- Securing the litigation budget within 45 days of assignment to defense counsel. Our adjusters review defense counsel bills in detail to ensure they are reasonable and in line with the litigation budget.

- Training our adjusters to perform a risk weighted analysis early in litigation to establish a target settlement number before incurring extensive defense costs, pursuant to the City's risk protocols.
- Utilizing adjusters to complete tasks when possible, in lieu of an attorney.
- Using statutory settlement offers, such as 998's, when appropriate to possible recover costs if a favorable verdict is received.

When a claim becomes litigated, George Hills' claims adjusters do not simply assign a file to defense counsel and disappear, but operate as true litigation managers. We believe it is the responsibility of our claims adjusters to work closely with defense counsel until the case is resolved and the claim file is closed. A good early investigation, coupled with an experienced litigation manager, helps bring the case to an earlier resolution. We strategize early and often with the client and defense counsel and monitor the case to be certain counsel stays on track.

Our full litigation management services – available as an optional service – include the following:

- Within five (5) days of the assignment by the City, contact will be made by the lead claims adjuster and with any assigned defense counsel. An appropriate plan of action will be discussed, and initial case analysis will be reviewed to determine what course of discovery and motion/defense strategy to implement.
- Within 60 days following the assignment of a case, defense counsel will complete and return a complete case analysis to the City, the George Hills adjuster, and the claims supervisor. The case analysis will include a comprehensive evaluation of the case and formalize the defense strategy crafted by the team.
- In addition to the initial case analysis, counsel will provide an accurate estimate of defense costs for all litigated cases as set forth in the exhibits. Defense counsel is expected to stay within the estimated case budget throughout the litigation and to report on fees expended in relation to the budget as requested.
- After the initial case analysis, defense counsel will provide mandatory written status reports at 60-day intervals, setting forth all substantive developments. The defense attorney handling the claim will prepare the status reports. Defense counsel will report only on new developments since the last report, as it is not necessary to repeat case facts or

information previously reported. Status reports will be as straightforward and as objective as possible to allow the George Hills adjuster and claims supervisor to meaningfully analyze the case and determine the course of action to be taken.

- George Hills monitors defense counsel to ensure that counsel stays true to the plan of action and within the defense budget. This includes monitoring defense counsel procedures, mandating regular reporting by defense counsel, and reviewing legal bills for appropriateness as directed by the American Bar Association standards or by the City's instructions to ensure the claim is resolved in the most cost-efficient manner.
- George Hills has developed specific guidelines that include creating and monitoring a watch list of any claims that, because of allocated expenses, expense reserves, case reserves, or a combination thereof, may present a threat to pooled funds or have already reached pooled funds. Though the City may wish to assign claims to their watch list for the Litigation Manager, George Hills' watch list typically starts at the primary level. If chosen to provide third-party administration services, George Hills will continue to follow these guidelines to create a watch list of claims that have the potential to exceed the City's SIRs and monitor those claims until the case resolves.

More information about our litigation management services can be found in Section D. Appendix, II. Optional Services on pages 47 – 49.

Approach to Investigation Services

An investigation plan is developed for each claim to assess the liability and damages exposure effectively and efficiently. Applying their experience and expertise, the adjuster tailors the scope of investigation to the nature and exposure of the claim. The investigation may include:

- Gathering all internal documents from the City, including reports, maintenance logs, photos, contracts, easements, certificates of insurance, etc.
- Conducting a scene inspection with photos and diagrams as warranted
- Interviewing City staff
- Obtaining official reports
- Interviewing and obtaining statements from the claimant and witnesses
- Obtaining damage estimates, invoices, and/or damage appraisals

- Obtaining all pertinent medical records

George Hills will identify and engage an interpreter or translator that is acceptable to the City when warranted. When possible, we will use one of our Spanish-speaking employees to assist. Where warranted, we will seek authority from the City to engage experts.

Risk Transfer and Indemnity Rights

During our investigation, we actively seek to identify any and all risk transfer and indemnity/defense rights owed to the City through contracts, agreements, additional insured status, easements, etc. With the City's approval, we promptly and vigorously pursue tenders/cross complaints on behalf of the City against all potentially responsible parties and/or their insurance carriers.

Small Claims

George Hills claims adjusters have extensive experience successfully representing our clients in Small Claims courts. When served with a notice of a Small Claims hearing, the adjuster will work closely with City staff and legal counsel to prepare the case for presentation at the hearing. This includes securing witnesses and supporting documents.

Transition of TPAs

The transition from one TPA to another can be daunting, but George Hills' transition process eases the changeover. Once we have been awarded the contract, we will assemble our Onboarding Team, led by Chris Shaffer and Todd Mershon. We begin this process by meeting with the City to establish the Client Transition Team, review our onboarding process, set activity target dates, and confirm our onboarding meeting schedule. The next step is for George Hills to discuss our TPA Transfer Instructions with the exiting TPA. Finally, our Transition and Implementation Plan is our roadmap to direct us through the steps necessary to complete the transition successfully. Most of the action items listed in this document will be completed before our contract begins. We encourage weekly meetings to discuss the transition progress: these weekly meetings will include a brief update from each member of our Onboarding Team. Our transition process concludes 90 days after our contract begins, and after we meet with the City to discuss the implementation process and solicit feedback. There is no charge for electronic data conversion if the City stays with George Hills for five (5) years.

George Hills utilizes a detailed process for transition which we will share if selected. Please note we have successfully transitioned many public entities, including JPAs, from the incumbent.

STAFFING

Personnel	Role for the City
John Chaquica CEO/Owner	Role: Executive Contact Contract liaison for The City's total satisfaction of George Hills's services and steward of George Hills's values throughout the engagement. Qualifications: With over 33 years of experience in risk and JPA management, Mr. Chaquica applies a virtually unmatched level of experience and talent. Mr. Chaquica holds an MBA from Golden Gate University and a BS in Accounting from California State University, Sacramento. In addition, he holds an Associate in Risk Management (ARM) designation from the Insurance Institute of America. 
Chris Shaffer Chief Operating Officer	Role: Oversees firm operations and provides executive oversight, as needed. His role includes strategic efforts for growing the company and further developing George Hills as the leading California TPA. Qualifications: Mr. Shaffer has an exceptional, 27 -year record of achievement in the management of corporate, risk management, business systems, and information systems operations. He earned a Bachelor of Arts from the University of Utah. He holds an Associate in Risk Management (ARM) designation. 
Chris Hunt Assistant Vice President	Role: Supervisor overseeing client relationships. Qualifications: Mr. Hunt has over 28 years' experience in the insurance claims and risk management industry, primarily serving self-insured public and private clients. Mr. Hunt earned a Bachelor of Science in Behavioral Science from California Polytechnic University, Pomona. He holds an Associate in Risk Management (ARM) designation. 

Personnel	Role for the City
Jessica Pickering Claims Supervisor	Role: Supervises claims adjusters and claims process while ensuring quality control. Qualifications: Ms. Pickering earned her Associate of Arts degree from Santa Ana College. In her years in the industry, Ms. Pickering has handled a vast range of claims including first and third party auto liability, property, injury, livery, personal general liability, homeowners, and property. For five years, Ms. Pickering handled all claims for a small JPA consisting of seven school districts in the San Gabriel Valley. Ms. Pickering is fluent in Spanish. 24 YEARS OF EXPERIENCE
Todd Mershon Client Services Manager	Role: Assure client satisfaction, including developing detailed Claims Handling instructions tailored to the City's needs and scheduling regular/ongoing meetings with the service team to address any service needs or concerns. Qualifications: Mr. Mershon has 21 years of experience in Client services and is committed to client satisfaction. 21 YEARS OF EXPERIENCE
Imelda Vega Sr. Claims Adjuster	Role: Handles claims for the City. The point of contact for all claims-related matters for the City. Qualifications: Ms. Vega has more than 20 years of experience in the insurance industry. Ms. Vega handles multi-line claims, including investigating and adjusting minor to complex property and liability claims for public entity clients. She is fluent in Spanish. 20 YEARS OF EXPERIENCE
Sylvia Diaz Claims Processor	Role: Responsible for support for the designated liability claims team. Enters all new claims into the CMIS system and general claims processing. Instrumental in our quality assurance reporting. Qualifications: Ms. Diaz has more than 10 years of experience as a highly qualified claims processor. Ms. Diaz is experienced with subrogation and liability claims. 10 YEARS OF EXPERIENCE

Training

George Hills has provided training to clients on a regular, as-requested basis. Examples include legislative updates, recent settlements, AB 218, and most significantly, providing access to George Hills Claims University (GHCU).

>>> GEORGE HILLS CLAIMS UNIVERSITY (GHCU)

It is George Hills' philosophy to deliver a comprehensive and effective training program for our Claims Administration Division (CAD) that aligns with the Vision, Values,



and Goals of the Company. By utilizing internal and external resources, our program is cost-effective and presents relevant technical information.

The genesis of GHCU was the reality that students were not going to college to seek a career in insurance claims adjusting and even fewer in claims adjusting in the public sector. We felt obligated to establish a sustainable education forum to continue to cultivate knowledgeable and experienced public entity adjusters.

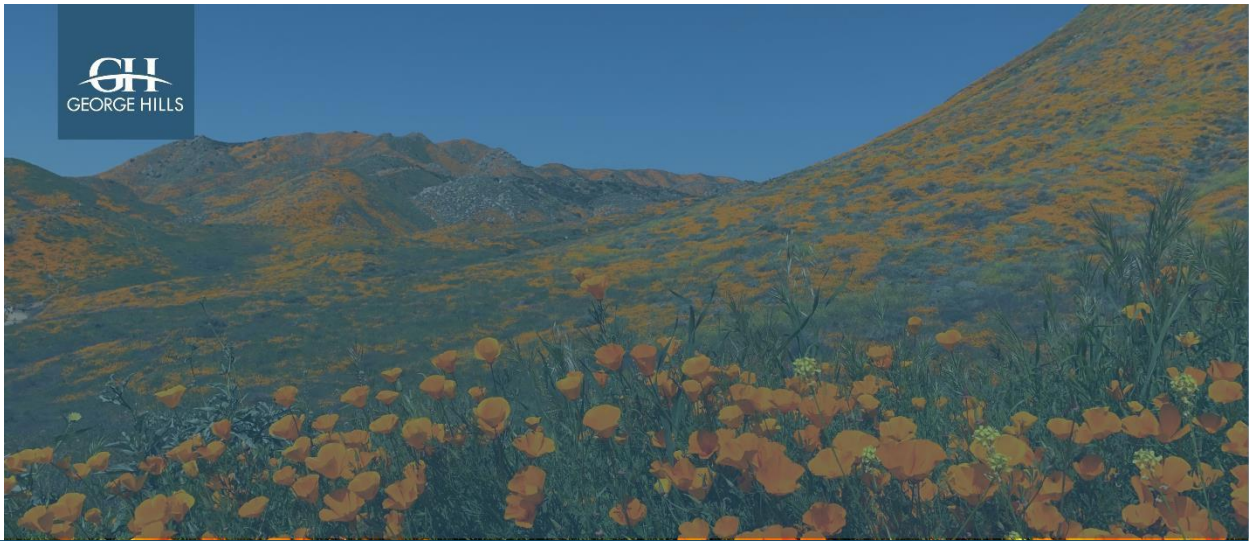
Currently, we use the University to train all staff to obtain the Public Entity Claims Professional (PECP) Certificate. This ensures each client will have a trained adjuster on their team. Our training ensures all our claims staff receive the information and skills to perform the duties of their position successfully. Additionally, programs within GHCU are available to our clients for free or reduced costs, including a basic Risk Management/Claims program for Analysts.

GHCU uses a Learning Management System (LMS) to provide continuous matriculation for our current and future employees. Upon completing the training courses and passing the exam, individuals are awarded a certificate and Public Entity Claims Professional designation. We have created the Public Entity Claims Professional-Risk Management (PECP-RM) designation that focuses on those in the public sector that may interface with the claim process and have additional versions in development for other areas. George Hills Claims University is available to our clients. If additional City staff express interest in our training program, we are pleased to make the courses available to them.

Our training program includes:

- Monthly training sessions facilitated by industry experts on current and emerging claims related topics like legislative changes, new case laws, and claim trends. We also use this monthly session to refresh our claims administration staff on industry and internal best practices.
- An annual two-day, in-person event for all claims staff, targeted at technical training, overall staff development, and team building. This annual session includes in-depth training and panel discussions on claims technical topics, claim system utilization, and corporate issues. A sample event included discussion about AB 218, the recent legislation extending the statute of limitations for childhood sexual abuse and molestation claims.

- Online resources and training through George Hills Learning Management System. This Learning Management System is a robust resource/reference library for a wide variety of claims and risk management technical topics as well as structured training courses ranging from entry-level to advanced.
- Company-paid training courses leading to Associate in Claims (AIC) and other pertinent professional designations.
- Active participation in industry associations such as Public Agency Risk Management Association, California Association of Joint Powers Authorities, League of California Cities, California State Association of Counties, Association of Governmental Risk Pools, and Claims and Litigation Management Alliance. George Hills encourages employee attendance at their annual conferences and other training events throughout the year.



C. EXCEPTIONS

C. Exceptions

PROPOSED CONTRACT EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT FROM THE CITY OF MONTEBELLO –

Appendix B

George Hills Company, Inc. hereby submits the following explanation and recommendation for exceptions, alterations, and/or modifications to the Professional Services Agreement. George Hills Company has reviewed the Agreement and is willing to submit to the terms and conditions therefore with the following proposed changes:

Section 15, Insurance Coverage, Subsection “a”:

Original Text in Sample Contract:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Automobile Liability Insurance: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

1) Explanation of Reason for Change:

Through consultation with the broker for George Hills, the carriers providing coverage use proprietary forms generally accepted and in common use in the insurance industry, but which do not always bear any specific ISO number. While George Hills believes all of its forms would be compliant with the requirements of the City, it has not undertaken the legal analysis to guarantee a finding of “at least as broad as” any specific ISO form. George Hills will provide for insurance forms to the City for analysis consistent with this requirement.

2) Proposed Alternative Language:

George Hills proposes that the above highlighted sections be changed to read, “...written on an occurrence form reasonably acceptable to the City and in common use in the insurance industry for the identified coverage.”

3) Description of Impact to Price: This

change has no impact on price.

Section 15, Insurance Coverage, Subsection “d”:

Original Text in Sample Contract:

d. The policy or policies required by the 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.

1) Explanation of Reason for Change:

George Hills recommends including insurers that are rated “A-” rather than “A”. “A-” is still a secured rating from A.M. Best. Arthur J. Gallagher, the insurance broker for George Hills, has stringent guidelines for insurers that we do business with and “A-” rated insurers provide high quality policies and services but gives George Hills much more flexibility when placing insurance coverage where an “A” rated insurer may not be available at an acceptable price.

2) Proposed Alternative Language:

The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California, **which are acceptable to the City**, and with a current rating of at least A-:VII in the latest edition of Best’s Insurance Guide.

3) Description of Impact to Price:

This change has no impact on price.

Section 15, Insurance Coverage, Subsection “g”:

Original Text in Sample Contract:

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.

1) Explanation of Reason for Change:

Contractor cannot agree to thirty (30) days’ notice in connection with any cancellation or policy change. George Hills may not be provided with notice within that time frame and therefore could not provide more notice that it was given by the carriers making the change.

2) Proposed Alternative Language:

In the event George Hills receives notice of cancellation from the insurer of any of the insurance required under this agreement, George Hills will provide City of Montebello written notice of such pending cancellation within five (5) business days of receipt of such notice from the insurer. George Hills shall use all reasonable efforts to remedy the cause of such cancellation notice, or will find replacement insurance meeting the requirements of this agreement,

and shall provide City of Montebello with written notice that such cancellation has been rescinded, or shall provide a new Certificate of Insurance evidencing the replacement insurance, prior to the date the pending cancellation was to become effective, such that no lapse in the required insurance shall occur.

3) Description of Impact to Price:

This change has no impact on price.

Section 15, Insurance Coverage, Subsection “j”:

Original Text in Sample Contract:

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

1) Explanation of Reason for Change:

George Hills is informed that no insurer will modify, reduce/increase, eliminate, etc. deductible or self-insured retention levels based on a contractual requirement for a single client.

2) Proposed Alternative Solution:

Upon request by the City, George Hills will endeavor to obtain potential replacement coverage which could contain wording which is satisfactory to the City of Montebello.

3) Description of Impact to Price:

Any impact to price is currently unknown and contingent on the condition precedent of the City requesting a change in the insurance maintained by George Hills.

Section 15, Insurance Coverage, Subsection “k”:

Original Text in Sample Contract:

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

1) Explanation of Reason for Change:

Through consultation with the insurance broker for George Hills, it is understood that establishing a policy as Primary & Non-Contributory is appropriate for the Commercial General Liability policy, however, the workers' compensation, professional liability and umbrella/excess policies are not Primary & Non-Contributory for Additional Insureds.

2) Proposed Alternative Language:

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

3) Description of Impact to Price:

This change has no impact on price.

Section 15, Insurance Coverage, Subsection "l":

Original Text in Sample Contract:

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

1) Explanation of Reason for Change:

George Hills is advised that a waiver of subrogation is only available under the Commercial General Liability, Automobile, and Workers' Compensation policies. The City's requirement calls for the waiver on "all" policies.

2) Proposed Alternative Language:

All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY **as it pertains to the Commercial General Liability, Automobile, and Workers' Compensation policies.**

3) Description of Impact to Price:

This change has no impact on price.

Section 15, Insurance Coverage, Subsection "m":

Original Text in Sample Contract:

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

to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

1) Explanation of Reason for Change:

George Hills is informed that no insurer will modify, reduce/increase, eliminate, etc. deductible or self-insured retention levels based on a contractual requirement for a single client.

2) Proposed Alternative Language:

George Hills recommends deleting the highlighted sentence.

3) Description of Impact to Price:

Any impact to price is currently unknown and contingent on the condition precedent of the City requesting a change in the insurance maintained by George Hills.

Sample Agreement

Due to length provisions set forth in the RFP, a copy of our sample Agreement has not been attached to this proposal but is available by request.



D. APPENDIX

D. Appendix

I. PRICING

TPA-GENERAL LIABILITY PROPOSAL COST SHEET				
	Year 1	Year 2	Year 3	
	Not to exceed Annual Cost	Not to exceed Annual Cost	Not to exceed Annual Cost	TOTAL 3-Yrs
Claims Administration	\$ 88,800.00	\$ 92,020.00	\$ 95,680.00	\$276,500.00
Mileage	\$ Included*	\$ Included*	\$ Included*	\$ N/A
ISO Indexing	\$ Allocated to Claim File	\$ Allocated to Claim File	\$ Allocated to Claim File	\$ N/A
TOTAL ANNUAL AMOUNT	\$ 88,800.00	\$ 92,020.00	\$ 95,680.00	\$276,500.00

Fee Section Terms

One Time Startup Fee (not included in the Fixed Fee) – The process of onboarding a new client covers many areas, from establishing expectations, policies, and procedures, to designing the infrastructure to meet the needs of risk management, council, and department heads. It also involves time and effort in establishing the Trust Account or check writing, W-9, and all federal and state reporting requirements. Most importantly, this process involves the establishment of effective claims triage. Note that this is not time spent on the actual data conversion.

Annual Administration Fee (included in the Fixed Fee) – George Hills has determined it takes a company-wide effort to ensure we exceed the expectations of our clients. As such, we feel it transparent to separately identify and charge for those critical functions that are not directly tied to claims handling. We include an annual administration fee, which covers the following activities:

- Claims Management Information System (CMIS) services and reports
- Access to CMIS and training
- Monthly listing of open claims, showing expense categories, reserves, and total incurred
- Monthly claim summary reports
- Monthly hours and claims data detail for billing

- Providing loss run data and required reports
- Access to GH Client Portal
- Providing annual reports to outside agencies
- Filing of regulatory reports, such as 1099s, W9s, etc.
- Trust Account
- Establishment and maintenance of a trust account to pay indemnity and expenses that may be due on claims; the amount to be maintained in the trust account shall be determined by the City. If the trust account is set up with the GH preferred bank (California Bank and Trust), then George Hills covers the cost of Positive Pay and Payee Match.
 - If the City prefers an alternate bank, there may be an additional setup fee, as other banks' processes can be extraordinarily time consuming.
- New bank account setup, including signature cards, test checks, online access, and setup of bank in CXP
- Discussion and agreement on the approval process
- Preparation of W9s
- Processing of checks weekly
- Submission of positive pay (if applicable) and monitoring of positive pay (review of daily emails from bank for exceptions)
- Maintenance of a copy of all checks drawn by George Hills to pay claims and claims-related expenses
- Submission of monthly check registers for all transactions made for the period
- Monitoring of account balance, preparation of replenishment requests as needed (custom requests for each client's needs)
- Monthly bank reconciliation (prepared and sent to the City)
- Payment of invoices that are pass-throughs, such as invoices for medical record copies, ExamWorks, etc.
- Certificates of insurance as required by the Contract
- Annual service
- Response to outside financial auditors
- Provision of reports to the City's actuaries and claims auditors
- Submission of GH SSAE 16 reports, or the current equivalent

- Account Management

Mileage: Adjuster – Mileage is paid at the current IRS rate.

MMSEA – Both the one-time setup fee and the annual reporting fees to offset fees paid directly to ExamWorks. The one-time fee is not included in the Fixed Fee, but the annual fees are.

Adjuster Travel Expenses – For mediations, settlement conferences, trials, etc.; subject to prior approval and submitted with receipts.

CXP Access Fee – Included in the annual administration fee is the setup and management of five (5) user accounts through our CMIS: CXP.

iMetrics Report Fee – There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

Custom Reports – Additional charges for custom reporting are defined as being client-specific and needing a third-party programmer for three hours or more.

Conversion Fees – This fee is intended to cover costs associated with data conversion, transition, and contract closeout. The data conversion fee is dependent on many factors which will need to be discussed. If George Hills is retained for five (5) years, we will entirely absorb the conversion fee. If George Hills is not retained for the full length of the proposed contract, then the client shall be subject to a fee of 20 percent each year not retained, not including shipping, storing, scanning, copying, or otherwise handling open or closed paper claim files (this shall be a separate charge based on the Scope of Services).

George Hills will charge for any agreed services related to conversion storage, copying, scanning, shipping, and disposal.

Catastrophic Pricing – Applicable only to **Fixed Fee** and **Time And Expense With A Cap Fee** agreements. George Hills recognizes that in the event of a catastrophe, additional hours will need to be applied to the handling of such claims. As such, to preserve the quality and efficiency of service for which we have been known, George Hills proposes that should a catastrophic event occur resulting in 10 or more claimants or claims from a single occurrence, the client shall be billed at the current hourly rate.

Annual Fee Escalator – The Annual Fees and all hourly rates shall be adjusted at the beginning of each of the remaining years of the term by the lesser of 5% or in accordance with the changes in the Consumer Price Index (CPI-U) for

all Urban Consumers for the Western Region using the most recently published annual percentage change, but in any event such increase shall not be less than 3%.

Termination Fee – In the event of contract termination, George Hills’ procedures and cost for run-off claims will be billed at the current hourly rate; no charge for historical loss summaries. George Hills believes that the successful transition of claims requires preparation, so we ask for 90 days’ notice if the contract is terminated without cause to facilitate the transition of claims management properly and efficiently.

General File – A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

Storage – George Hills will charge for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

Adjusting Services Fees – Options for the City’s Consideration

Option A1: Time and Expense – George Hills believes, as in the legal field, services surrounding claims and potential litigation are best captured by directed effort. In this case, the client only pays for the services requested. In a time and expense environment, George Hills applies its best practice approach to all claims; unless the client adjusts, restricts, or expands such services. A general administrative file will be established and maintained to track effort related to services necessary to fulfill our contractual obligations not otherwise associated with a claim.

Time and Expense for Adjusting Services	
Supervisor	\$131/hour
Adjuster	\$105/hour
Claims Processing	\$86/hour

Option A2: Time and Expense with a Cap – George Hills believes that this can be the best of both worlds. This pricing model allows for the realities of the unknown to dictate service results but retains some budget certainty. The cap will always be more than the fixed fee to protect the unknown, but often can result in less cost too. The cap is a movable target and should be adjusted annually until the services and relationship have settled.

The above hourly rates by position are the same for both options A1 and A2. The only difference shall be that George Hills will commit to an annual maximum fee for adjusting services for option A2, in the amount of \$120,000. Please note that the catastrophic pricing is applicable, and therefore outside of the annual maximum fee.

All Fee options are subject to the Annual Fee Escalator described above.

Option B: Fixed Fee – George Hills believes this is a workable solution for public agencies seeking budget certainty. Unfortunately, it has its challenges. First, every other significant component of a claim (settlement and legal fees) is not predictable and as such, making the adjusting costs fixed will ensure that 100 percent of the time the fee will be wrong. Secondly, the result could be that the client is receiving far more resources than they are paying for, or the client is paying for far more resources than they are receiving in services on any one claim. Either outcome is wrong.

In this environment, George Hills makes every effort to be resource-sensitive in applying our best practices to ensure we balance the economics. No matter what, we put forth the right effort to resolve the claim. We do, however, adjust our clients' fees that can and should be adjusted to meet our clients' budget goals.

George Hills has developed a hybrid Fixed Fee Proposal. California Public Entities have seen dramatic increases in claims frequency in contrast to pandemic years. As such, we wanted to create a simple fee model that allows for fee adjustments down or up due to claims frequency, as hopefully frequency drops back down. Since claims activity is the main indicator for TPAs and the number of resources needed to perform quality services, it is important that adjustments can be made to resources provided and resulting costs for the benefit of the client and TPA.

Our model provides for an assessment of claims frequency twice a year—after six (6) and twelve (12) months. We have established the change must be at least 10% to trigger an adjustment and no more than 25%, as greater than that a contract modification is warranted. For the City's proposal the model would result in an adjustment in the event claims frequency dropped below the current estimate of new claims per year of 72 (including "small claims"). In the event claims dropped below 54 or increased above 100, an adjustment would automatically occur during the 7th and/or 13th month. The claims base would be adjusted to this new level for future year calculations.

For the City, the financial result would be calculated based on the percentage increase or decrease ranging from 10-25%. For example, if the increase/decrease was 10% the fee would decrease from \$88,800 to \$79,920. Conversely, if there was a 10% increase the fee would increase from \$88,800 to \$97,680.

Fixed Fee	
Fixed Fee	\$88,800

General Administrative Fees – Additional to Adjusting Fees

Fixed Fee and Cap pricing will be based on the current average. Should the claim volume change more than 10% in severity or frequency in a year, we request a reevaluation of our pricing agreement.

General Administrative Fee Section – Applicable to each fee option.	
One Time Start-Up Fee	\$7,500—not included in the above fixed fee
Annual Administration Fee	\$6,000 - included in above fixed fee
Mileage - Adjuster	Current IRS Rate
One Time MMSEA Setup Fee (paid to ExamWorks) - if applicable.	\$300/one-time - included in the year 1 above fixed fee
Annual Reporting Fee (paid to ExamWorks)	\$500/year – included in fixed fee
Adjuster travel expenses for mediations, settlement conferences, trials; subject to prior approval.	Actual
CXP access fee (up to 5 users)	Included
Custom reports, if exceeds three hours and is client specific	\$185/hour
Allocated File Expenses (see attached details)	At cost
Conversion Fee (waived if client for 5 years, see below “Conversion Fees”)	See Notes above
Storage – if applicable	TBD – Actual cost
Catastrophic Pricing	Current hourly rate

All fee options are subject to the Annual Fee Escalator described above.

Subrogation

The Subrogation Fee is in the amount of 30% for each recovery obtained. The minimum amount to be paid to GH will be \$250 per claim upon recovery. Please note, on most claims George Hills can recover our fee, thus the net cost is zero.

Allocated Expenses

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in this Contract. These expenses are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations these are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy services. Below, George Hills has provided a non-exhaustive list of typical allocated expenses.

Paid to GH

- CMS reporting costs and fees (ExamWorks)

Paid to Others as Authorized by Client

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees, and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives (if initially paid by GH)
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought
- Costs for independent medical examination or evaluation for rehabilitation

- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reporting
- Costs and expenses of subrogation, (if not George Hills)
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services (if not George Hills—our costs for this are included in our rate)
- Costs of appraisal fees and expenses not included in flat fee or performed by others
- Costs of indexing claimants
- Services performed outside the TPA's normal geographical regions
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation
- Investigation of possible fraud including SIU services and related expenses

Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.

Travel Related

Costs of travel related to claims including mileage driven, such as for attendance at inspections, mediations, and trial, shall be allocated to the specific claim and reimbursed to GH based on the actual cost incurred. Mileage shall be reimbursed at the current IRS rate at the time the mileage is traveled.

II. OPTIONAL SERVICES

Full In-House Litigation Management—Use Of George Hills' Attorneys

Name and Title	Years of Experience	Role for the Client
Neil Callahan, Esq. Litigation Manager	25	Serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.
Benjamin Oram, Esq. General Counsel/Litigation Manager	15	Serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.

Cornelius (Neil) Callahan, Esq., Litigation Manager: Mr. Callahan has over 25 years of experience defending public entities on high profile claims in state and federal courts. Mr. Callahan commenced his career practicing law in New York, New Jersey, and Connecticut. In 1999 he began practicing law in California where he served as lead trial counsel for public entities in the areas of civil rights, police practices and dangerous condition defense. He has tried multiple cases to jury verdict in both state and federal court having been the lead defense attorney in 13 Trials, with 12 Defense verdicts. His emphasis has been on defending and advising public entities involved in civil litigation. Past cases include officer involved shootings, excessive force, unlawful seizure, dangerous condition, discrimination, and harassment. He is experienced in all aspects of litigation including discovery, depositions, motion practice, arbitrations, administrative hearings, mediations, and trials.

Benjamin Oram, Esq. General Counsel/Litigation Manager: Ben serves as George Hills' General Counsel/Litigation Manager. He currently serves as a Litigation Manager for several clients, monitoring counsel, and as a resource to our claims staff.

George Hills' proactive approach is founded on our commitment to the preservation of the City's assets. Early contact with all involved parties maintains lines of communication and rapport (not only with the insured but also with the claimant); hence, cost-saving opportunities to resolve claims efficiently are more plentiful.

Here is an outline of their role and how it would work for the City:

1. Serve as Litigation Manager (specifics of the role below)
 - i. Actively manage all watchlist files (parameters of a watchlist to be agreed upon through subsequent discussions)
 - ii. Manage and Supervise all litigated files – claims adjusters will track the nonserious and/or inactive litigated files, with the support of the Claims Processor
 - iii. Accessible to the entire GH adjuster team to advice and instruct as needed
2. Serve as Outside General and Special Counsel—limited basis
 - i. Work closely with the City with confidential analysis and problem- solving for managing risk and avoiding unnecessary litigation
 - ii. Provide immediate access to legal advice to the City, which includes analyzing coverage issues, Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel, and providing legal opinions on potential and active litigation
 - iii. Advise on sensitive and political issues/claims
3. Coverage Counsel Consultation
 - i. Review and analysis of memorandums of coverage and excess/umbrella policies to address and offer advice and consultation regarding coverage issues
 - ii. Advise on potential changes to all coverage documents
 - iii. Assist the City and George Hills staff in interpretation of coverage issues
4. Resource to a broker of record for coverage needs
5. Trial/Mediation/Board Meetings Attendance
 - i. Attend board/executive/coverage/claims meetings (as necessary)
 - ii. Attend trials, mediations, and other court hearings, including appearing before Courts of Appeal as needed
 - iii. Provide analysis and consultation before, during, and after these significant litigation events—to reduce exposure and maximize opportunities for resolution
6. Legal Training and Seminars
 - i. Provide customized seminars and training upon request—to City staff, brokers, members, and GH staff

- ii. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment law, and general liability claims.
- iii. Courses are customized to address the client's specific needs and to work closely with safety and loss staff, defense firms, and others.

Rates for Optional Legal Service	
Litigation Management	\$225/hour
Legal Services	\$190/hour
<i>These rates are subject to the annual fee escalator.</i>	

Please note that George Hills can provide a monthly/annual fixed fee for the above services upon discussion and agreement on level of effort.

1st Party Subrogation Recovery

George Hills provides subrogation recovery services to many of our clients. In 2013, George Hills created a dedicated Subrogation Recovery Unit to handle recovery opportunities for our clients who have requested or contracted with us for subrogation recovery services.

QUICK STATS ON GEORGE HILLS' SUBROGATION RECOVERY RESULTS

2,139 - Average number of subrogation claims George Hills has handled per year for the last five years.

91% - of claims handled result in a Recovery

80% - of claims result in a full recovery (including GH Fees) **84%** -

George Hills' subrogation recovery unit has performed spectacularly, recovering several million dollars on behalf of our clients.

George Hills has a dedicated team with extensive experience in the public entity environment who handle all 1st party subrogation matters for our clients who choose this service.

Below are testimonials from a few of George Hills' subrogation clients:

PUBLIC ENTITY**TESTIMONIAL STATEMENT**

Client of Sacramento

Risk & Loss Control

"We have utilized the George Hills Subrogation unit for several years, and simply put - they get results. They have a wealth of knowledge and expertise. Our 1st and 3rd party claims are always handled promptly and professionally. Partnering with George Hills for subrogation has proven to be a wise decision for our Client."

City of Sacramento

Risk Management

"We are pleased to be partnering with George Hills for our subrogation recovery services. They provide quality staff and services."

City of Oakley

Kevin Rohani, Public Works Director/City Engineer

~~"The City of Oakley has utilized the services of George Hills Subrogation Team for several years, and we have been very happy with this service and the professional approach that the George Hills Team brings towards the subrogation process. The knowledge and expertise of the George Hills Team has been invaluable for the City of Oakley, and we are very grateful for their great work in resolving our assortment of third-party claims and we are looking to many more years of successful collaboration with the George Hills Team."~~

City of Redlands

Human Resources/Risk Management

~~"The City of Redlands is always pleased and impressed at the excellent service, attention and professionalism that is used by their claims adjusters. In particular, Tammy Hunt and Vicky Jimenez. They are a pleasure to work with and make the claims recovery process run smoothly and effectively. We are very happy with the results and recovery efforts that they deliver. We highly recommend their services and appreciate the level of excellence that they offer to us as the client."~~

City of Oakland

Human Resources Management/Risk Management Unit

~~"We have utilized the George Hills Subrogation unit for several years, and they get excellent results. They have a wealth of knowledge and expertise, and their professionalism and prompt attention to our needs is second to none. There's no better service out there that can beat them, and the rates are below the typical rates offered by other vendors. Our third-party claims are always handled promptly and professionally. Our partnership has proven itself to be the best decision for our City."~~

Our standard subrogation fee is 30% of the amount collected, however George Hills has been successful more than 80% of the time collecting our fees, thus equating to recovery essentially free of charge. The minimum amount to be paid to

George Hills will be \$250 per claim. However,

George Hills also has the authority to reject any claim for any reason, dismissing the City of any financial responsibility for rejected claims only.

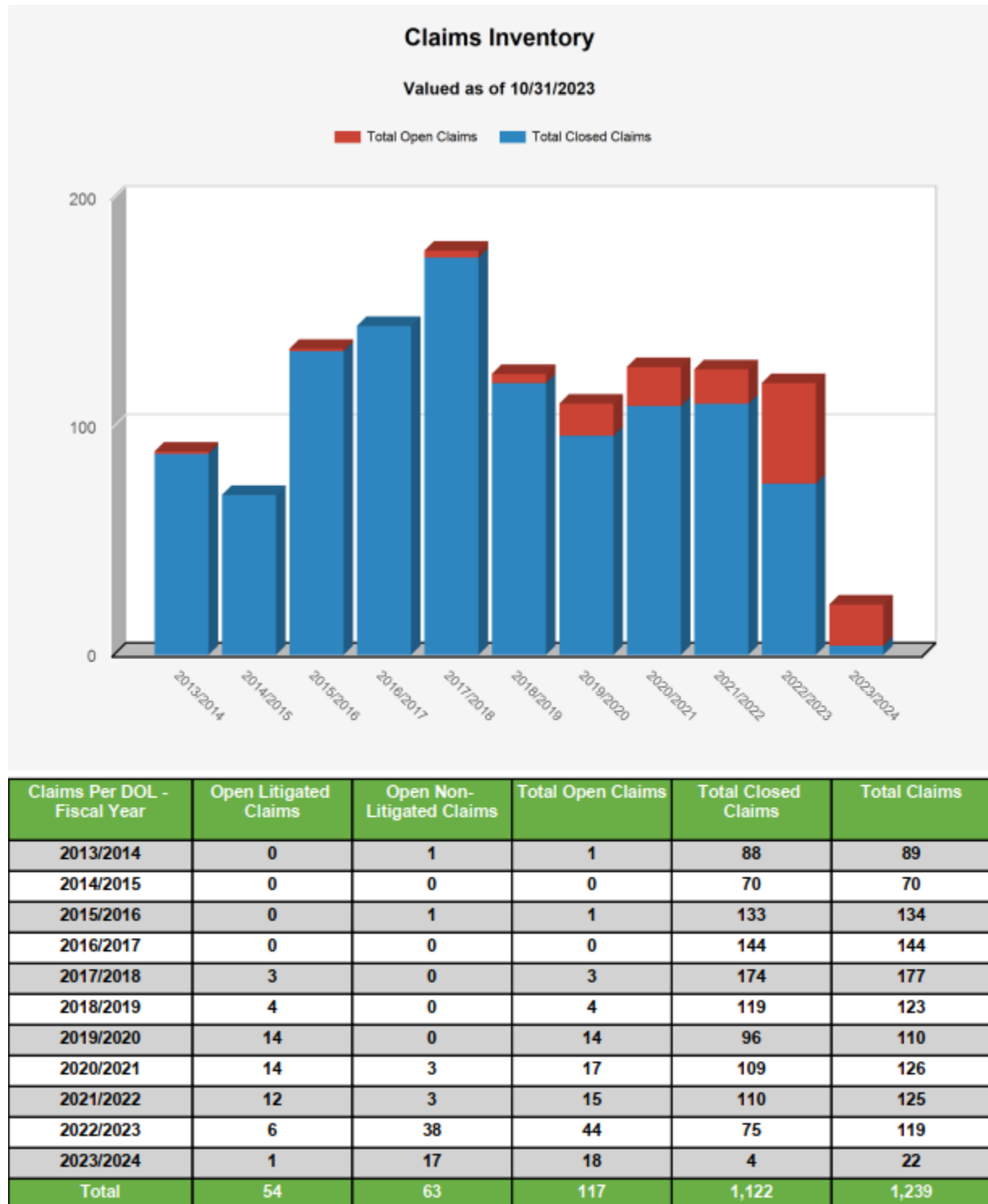
Generally, no recovery shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to above this amount, the subrogation fee shall be 45%. In the event a payment plan is authorized and entered, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the City.

If authorized, small claims court appearances for recovery of funds will be priced at \$150 per appearance.

The benefits of George Hills' subrogation recovery:

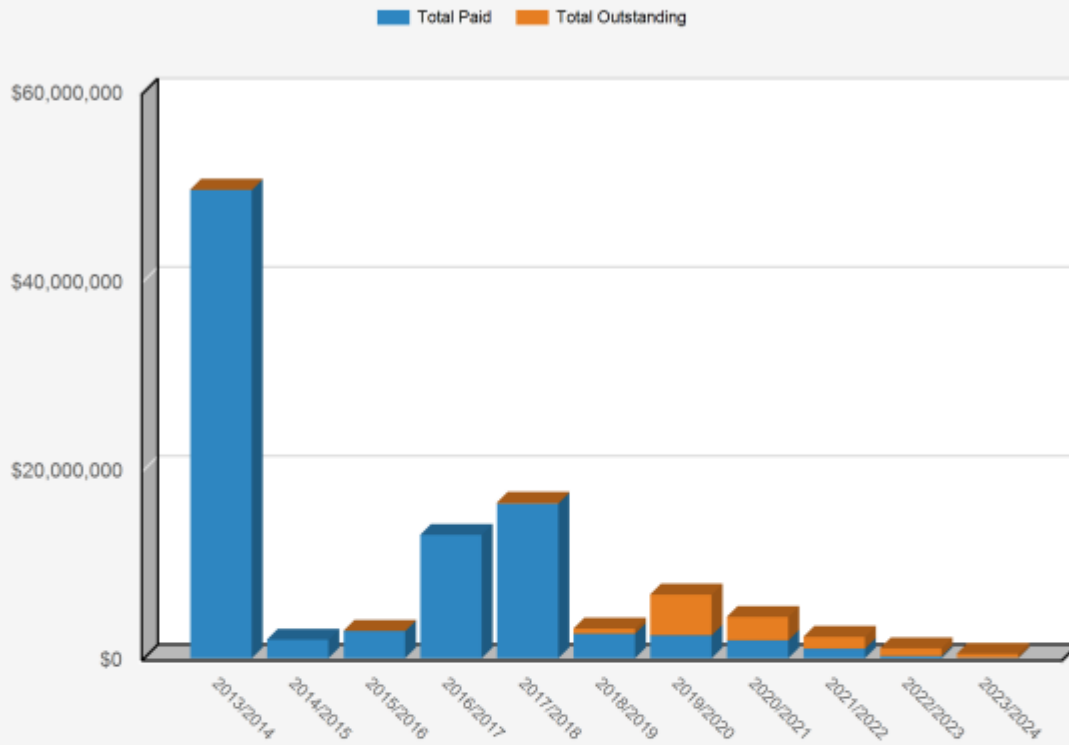
- High-level expertise of subrogation recovery
- Recovery of damages to property, utilities, hazardous material cleanup
- Small claims
- Preparation of proof of loss statements
- Claim reporting activity, demand letters, final demand to claimant with suspended license, closing and/or payment transmittal
- Settlements
- File retention
- Development of policy and procedures
- Provision of account manager and lead subrogation adjuster

III. SAMPLE REPORTS



CLAIM FINANCIALS - Fiscal Year Historical Summary

Valued as of 10/31/2023

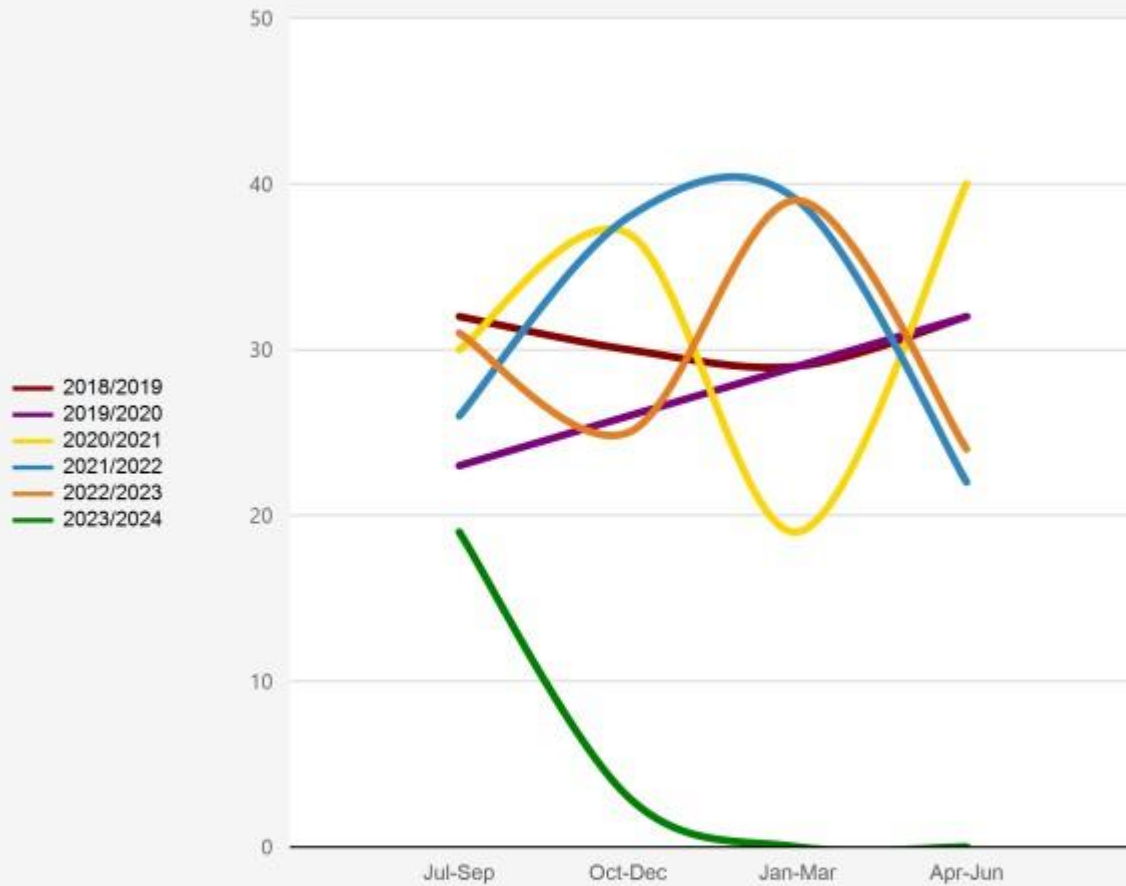


Claims Per DOL - Fiscal Year	Total Paid	Total Reserves	Total Incurred
2013/2014	\$49,624,783	\$1,339	\$49,626,122
2014/2015	\$1,951,627	\$0	\$1,951,627
2015/2016	\$2,876,003	\$2,100	\$2,878,103
2016/2017	\$13,053,115	\$0	\$13,053,115
2017/2018	\$16,381,741	\$88,443	\$16,470,184
2018/2019	\$2,590,647	\$538,615	\$3,129,262
2019/2020	\$2,425,731	\$4,308,834	\$6,734,565
2020/2021	\$1,878,348	\$2,485,302	\$4,363,650
2021/2022	\$1,004,118	\$1,248,144	\$2,252,262
2022/2023	\$209,779	\$824,054	\$1,033,834
2023/2024	\$34,515	\$412,940	\$447,455
Total	\$92,030,409	\$9,909,770	\$101,940,179

CLAIM COUNT - Occurrences per Quarter

Loss dates during the FY quarter

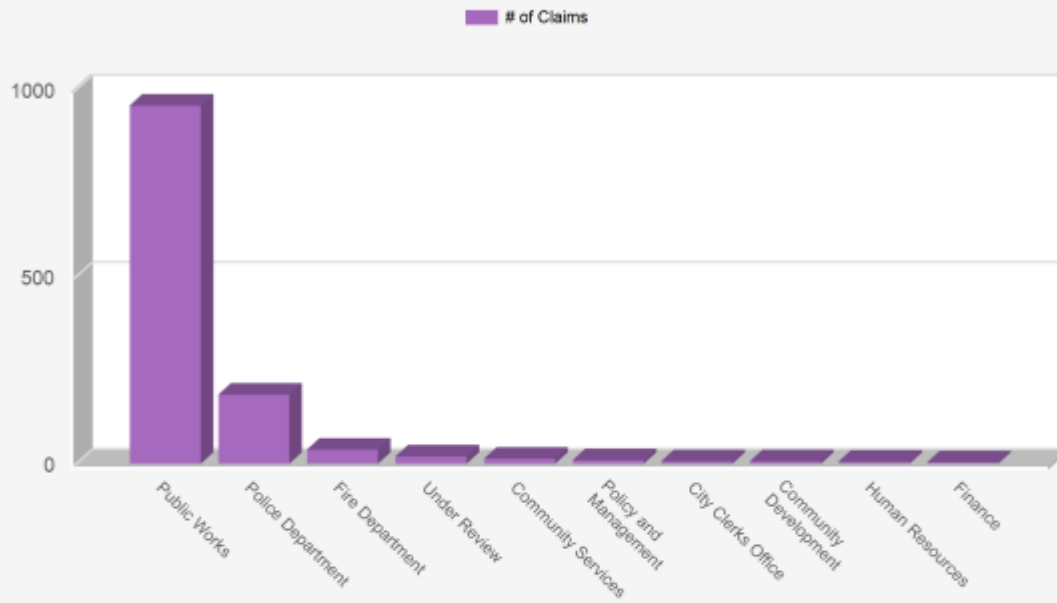
Valued as of 10/31/2023



Fiscal Year	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Totals
2018/2019	32	30	29	32	123
2019/2020	23	26	29	32	110
2020/2021	30	37	19	40	126
2021/2022	26	38	39	22	125
2022/2023	31	25	39	24	119
2023/2024	19	3	0	0	22
Total	161	159	155	150	625

CLAIM COUNT - Department Historical Summary (Loss Dates from 7/1/2013 to 10/31/2023)

Valued as of 10/31/2023



Department	# of Claims	% of Claims
Public Works	957	77.24%
Police Department	184	14.85%
Fire Department	37	2.99%
Under Review	19	1.53%
Community Services	13	1.05%
Policy and Management	9	0.73%
City Clerks Office	6	0.48%
Community Development	6	0.48%
Human Resources	5	0.40%
Finance	3	0.24%
Total	1,239	100.00%



Claim Loss Run

CLIENT

As of 10/31/2023

Client			Paid	Reserves	Recovery	Net Incurred	Paid This Period
Claimant: Smith, John	Loss Date : 12/04/2022	Bodily Injury	\$2,000.00	\$5,000.00	\$0.00	\$7,000.00	\$0.00
Master Number : 999-9999	Claim Number : GHC000000	Property Damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjuster : GHC Adjuster	Status as of Date : Opened	Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Type : GL	Litigated : No	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Date Rejected : 01/31/2023		Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept/Div : Schools by Local District Code/District 1/		Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Description : MALFUNCTION SCHOOL GATE		Adj Fees Unallocat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SIR Limit : 5,000,000.00	Policy Date : 2022/2023	Totals	\$2,000.00	\$5,000.00	\$0.00	\$7,000.00	\$0.00
Loss Location : Building 2							
Client			Paid	Reserves	Recovery	Net Incurred	Paid This Period
Claimant: Doe, Jane	Loss Date : 02/25/2023	Bodily Injury	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00
Master Number : 333-3333	Claim Number : GHC0000001	Property Damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjuster : GHC Adjuster	Status as of Date : Closed	Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Type : GL	Litigated : Yes	Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Date Rejected : 04/30/2023		Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dept/Div : Schools by Local District Code/District 9		Recovery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Description : Slip/ Trip & Fall		Adj Fees Unallocat	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SIR Limit : 5,000,000.00	Policy Date : 2022/2023	Totals	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00
Loss Location : Building 3							

PLAN OF ACTION



Review Date: 09/29/2023

Client: School District Insured:

School District

Claimant Name: Claimant

DOB: 01/01/1999

Adjuster: GHC Adjuster

Supervisor: GHC Supervisor

Litigation Manager:

Claim Number: GHC0000000

Claimant Number: 240-01

Litigated: Yes

Line of Business: GL

Coverage: ADA Violations

Claimant Type: GL

SIR/Deductible: \$1,000,000.00

Division: Streets

Date of Loss: 11/30/2020 Date

Claim Presented: Date

Rejected:

	Incurred	Payments	Outstanding	Recovered	Net Incurred
Bodily Injury	100,000.00	0.00	100,000.00	0.00	100,000.00
Property Damage	0.00	0.00	0.00	0.00	0.00
Expense	1,000.00	0.00	1,000.00	0.00	1,000.00
Legal	40,000.00	0.00	40,000.00	0.00	40,000.00
Totals	141,000.00	0.00	141,000.00	0.00	141,000.00

1st Report to Excess: 09/29/2023

Date Last Reported to Excess: 09/29/2023

Description of Loss:

Claimant with physical disabilities who uses wheelchair to maneuver around alleges inaccessibility on public sidewalks, parks, loading zones and related facilities.

Timely?: No

Appears from documentation from the School District (Initially handled internally) suit was not timely. Awaiting confirmation.

Sufficient?: No

Appears from documentation from School District (Initially handled internally) suit was not sufficient. Awaiting confirmation.

1 of 2

Pool: No

Coverage Confirmation:

There does not appear to be any issues with coverage related to this loss. Reported to Excess carrier in an abundance of caution to trigger coverage. City SIR \$1mill.

Activity Since Last Report:

9/27/23 city Attorney advised re: outside counsel and legal reserves. 9/29/23 reported to Excess carrier.

Investigation Synopsis:

The School District was served with a complaint alleging various violations of the Americans with Disabilities Act (ADA) on 12/5/22. Additional private/commercial defendants are included: Hotel LTD., Hotel Corporation and Development Company. Plaintiff alleges her rights were violated by the School District between 11/30/20- 12/2/20 and again 12/1/22, due to inaccessibility to public sidewalks, parks, beaches, loading zones and related facilities on the south end of Main Street. The School District currently confirming ADA noncompliance, construction projects and if any allegations are part of their ADA transition plan.

Liability:

Unknown at this time. Appears liability may fall more on the commercial property defendants. Inspections and investigation ongoing-possible amended complaint to be filed.

Damages:

To date no monetary demand-Statutory and "actual" damages, Treble damages; Punitive damages as to the Fifth, Sixth and Ninth Causes of Action; Prejudgment interest on all compensatory damages; All costs of this proceeding; Litigations expenses for the First Cause of Action; Reasonable statutory attorneys' fees, as well as an enhancement.

Reserve Rationale:

Loss reserve-\$100k precautionary will need to reevaluate if an amended complaint is filed. \$40k legal reserves per city attorney. \$100 adjusting expense reserves for time and expense billable to client.

Plaintiff Attorney: Plaintiff Attorney

Defense Attorney: Defense Attorney

Litigation Plan:

Matter assigned to Defense Attorney X. Awaiting additional information related to litigation. Plaintiff may file amended complaint.

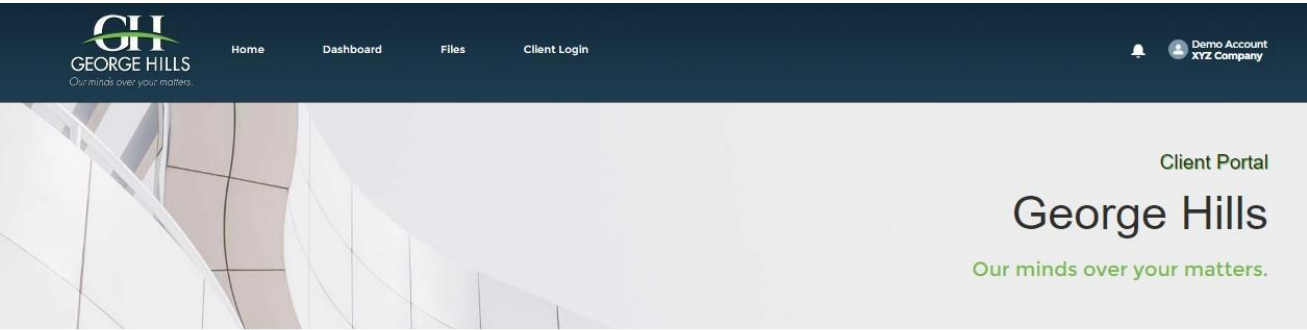
Settlement Strategy/Plan:

Unknown at this time-matter is litigated.

Outstanding Items:

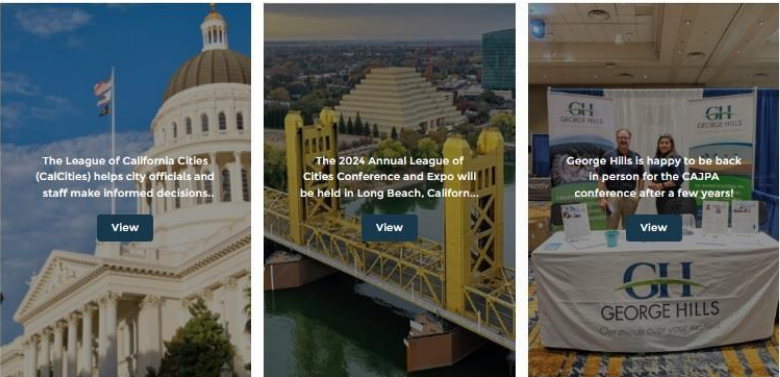
Follow up on Excess Carrier acknowledgement, legal invoices paid to date and amended complaint. Diaries: 10/20/23 to follow up on amended complaint & 12/22/23 to follow up on the School District Attorney's quarterly reports.

IV. George Hills Client Portal

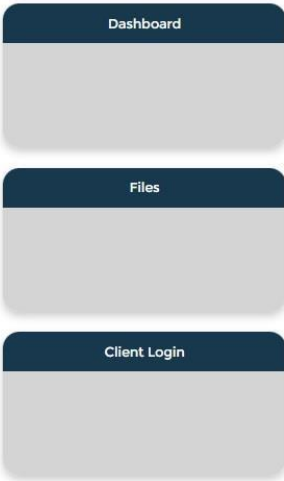


What's Happening Now?

We enjoy keeping our customers up to date about George Hills



Tile Menu



Open Claims Program

Click chart for details



View Report (PD - Open Claims Program)

Open Litigated Only

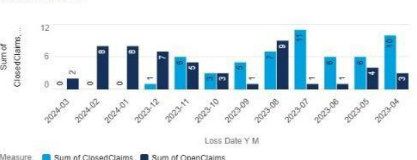
Click chart for details



View Report (PD - Open Litigated Only - Fin)

Open and Closed Claims per Month

Click chart for details



View Report (PD - Open and Closed Claims per Month)

Open Claims By Department

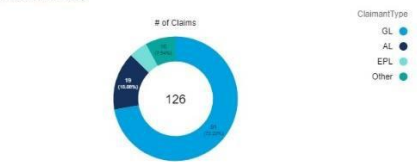
Click chart for details



View Report (PD - Open Claims Per Department - Freq)

Open Claims By Type

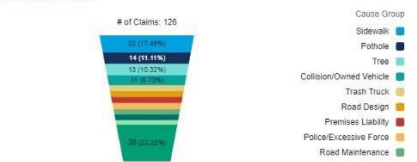
Click chart for details



View Report (PD - Open Claims By Type)

Open Losses by Cause Group

Click chart for details



View Report (PD - Open Losses by Cause Group - Freq)



GEORGE HILLS
Our minds over your matters.

Home

Dashboard

Files

Client Login



 Demo Account
XYZ Company

Files and Libraries

A place where we can share files with you

Files • Libraries

Demo User Reports

5 items

New Folder

Add Files

	Title ↑	Last Modified Date	
Libraries	 Archive	2/10/2021 12:51 PM	▼
	 Example	9/20/2022 3:47 PM	▼
	 Portal Dashboard Sample	3/9/2022 12:01 PM	▼
	 Portal Test File 2	3/17/2022 4:26 PM	▼
	 Portal Test File 4	3/9/2022 2:03 PM	▼

V. LIST OF MUNICIPALITIES**MUNICIPALITIES**

City of Alameda	City of Amador	City of Arcadia	City of Arcata
City of Avalon	City of Bakersfield	City of Belmont	City of Belvedere
City of Beverly Hills	City of Biggs	City of Blue Lake	City of Brea
City of Brentwood	City of Buena Park	City of California City	City of Calimesa
City of Calistoga	City of Capitola	City of Citrus Heights	City of Clearlake
City of Cloverdale	City of Coalinga	City of Colfax	City of Concord
City of Coronado	City of Cotati	City of Culver City	City of Cypress
City of Del Mar	City of Del Ray Oaks	City of Dunsmuir	City of Elk Grove
City of Etna	City of Eureka	City of Fairfield	City of Ferndale
City of Fort Bragg	City of Fortuna	City of Gonzales	City of Grass Valley
City of Greenfield	City of Hanford	City of Healdsburg	City of Highland
City of Hollister	City of Irvine	City of Isleton	City of King City
City of La Habra	City of Laguna Beach	City of Lakeport	City of Lemon Grove
City of Lindsey	City of Live Oak	City of Livermore	City of Los Alamitos
City of Loyalton	City of Marina	City of Maywood	City of Menifee
City of Modesto	City of Montague	City of Montclair	City of Monterey
City of Mountain View	City of Mt. Shasta	City of Napa	County of Napa
City of Nevada City	City of Oakland	City of Oakley	City of Ontario
City of Orange	City of Oxnard	City of Pacific Grove	City of Palo Alto
City of Pittsburg	City of Placentia	City of Placerville	City of Plymouth
City of Point Arena	City of Portola	City of Rancho Cordova	City of Rancho Cucamonga

City of Rancho Santa Margarita	City of Redding	City of Rialto	City of Richmond
City of Rio Dell	City of Rohnert Park	City of Roseville	City of Sacramento
City of San Bernardino	City of San Juan Bautista	City of San Rafael	City of Sand
City of Santa Barbara	City of Santa Rosa	City of Santee	City of Scotts Valley
City of Sebastopol	City of Shasta Lake	City of Sierra Madre	City of Simi Valley
City of Solana Beach	City of Soledad	City of Sonoma	City of South Lake Tahoe
City of St. Helena	City of Susanville	City of Tehama	City of Temecula
City of Thousand Oaks	City of Torrance	City of Trinidad	City of Tulelake
City of Tustin	City of Twentynine Palms	City of Ukiah	City of Vacaville
City of Ventura	City of Watsonville	City of Weed	City of Westminster
City of Wheatland	City of Whittier	City of Wildomar	City of Willits
City of Yorba Linda	City of Yreka	City of Yucaipa	Town of Loomis
Town of Yountville	Town of Truckee	Town of Windsor	Town of Yucca Valley

Exhibit “B”

George Hills, City of Montebello RFP No. 24-14

COST PROPOSAL

TPA-GENERAL LIABILITY PROPOSAL COST SHEET				
	Year 1	Year 2	Year 3	
	Not to exceed Annual Cost	Not to exceed Annual Cost	Not to exceed Annual Cost	TOTAL 3-Yrs
Claims Administration	\$ 88,800.00	\$ 92,020.00	\$ 95,680.00	\$276,500.00
Mileage	\$ Included*	\$ Included*	\$ Included*	\$ N/A
ISO Indexing	\$ Allocated to Claim File	\$ Allocated to Claim File	\$ Allocated to Claim File	\$ N/A
TOTAL ANNUAL AMOUNT	\$ 88,800.00	\$ 92,020.00	\$ 95,680.00	\$276,500.00

Exhibit “C”

LIVE SCAN FINGERPRINTING REQUIREMENT

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

AGREEMENT 4206. RFP 24-14 TPA GENERAL Liability

Final Audit Report

2024-05-31

Created:	2024-05-29
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcWbQQzfbvtem_KzKmYIEWUjrjPFwYRnuc

"AGREEMENT 4206. RFP 24-14 TPA GENERAL Liability" History

-  Document created by Jacqueline Leon (jleon@montebelloca.gov)
2024-05-29 - 5:08:11 AM GMT
-  Document emailed to John Chaquica (john.chaquica@georgehills.com) for signature
2024-05-29 - 5:08:22 AM GMT
-  Document emailed to Chris Shaffer (chris.shaffer@georgehills.com) for signature
2024-05-29 - 5:08:22 AM GMT
-  Email viewed by John Chaquica (john.chaquica@georgehills.com)
2024-05-29 - 5:08:38 AM GMT
-  Email viewed by Chris Shaffer (chris.shaffer@georgehills.com)
2024-05-29 - 5:08:39 AM GMT
-  Document e-signed by Chris Shaffer (chris.shaffer@georgehills.com)
Signature Date: 2024-05-29 - 2:27:08 PM GMT - Time Source: server
-  Document e-signed by John Chaquica (john.chaquica@georgehills.com)
Signature Date: 2024-05-31 - 4:04:17 PM GMT - Time Source: server
-  Agreement completed.
2024-05-31 - 4:04:17 PM GMT

Evaluation Sheet (Summary)

RFP 24-14 General Liability Third Party Administrator Services

Reviewer Name: SUMMARY

		Vendors					
	Max Points	CorVel Corporation	TRISTAR	George Hills	Intercare Holdings Insurance Services Inc	Carl Warren & Company	AdminSure Inc
REVIEWER 1		40	80	90	70	75	55
REVIEWER 2		77	89	89	81	78	75
REVIEWER 3		70	90	95	75	75	75
Total	100	62.33	86.33	91.33	75.33	76.00	68.33



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arlene Salazar, Acting City Manager

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4115 WITH CARE SOLACE, INC., TO PROVIDE ASSISTANCE WITH COMMUNITY BASED COUNSELING

DATE: June 12, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4115 between Care Solace, Inc., ("Care Solace") and the City of Montebello to continue providing assistance to residents with finding community-based counseling; and,
2. Authorize the City Manager to execute Amendment No. 1 between Care Solace and the City of Montebello; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The proposed amendment (Attachment B) will extend the term of Agreement No. 4115 (Attachment A) for one (1) year, from July 1, 2024 – June 30, 2025. This amendment will provide for continued community access to a web-based online resource with a live, 24/7 concierge line that has assisted in connecting residents with mental health counseling and drug treatment resources. Agreement No. 4115 provides for on-going, one-year renewals based on mutual agreement and community response to the services.

Care Solace will honor the current annual fee of Sixty-Two Thousand, Two Hundred Fifty Dollars (\$62,250), which is based on the City's population, as presented in Care Colace's April 1st, 2024, Proposal - Continuation of Services (Attachment C). The platform includes unlimited access for residents and businesses and provides City staff with ongoing technical support. The total cost for the full term of Amendment No. 1 is included

in the proposed Fiscal Year 2024-25 budget.

BACKGROUND/DISCUSSION:

The City of Montebello recognizes the importance of supporting the mental health and well-being of its residents. In an effort to continuously support this effort, the City is demonstrating its commitment to the health, safety and well-being of its residents by offering a free resource to expand access to community-based mental health and substance abuse providers and other behavioral health services. Care Solace provides a 24/7 multilingual Care Concierge team that connects residents and community-based providers seeking to assist them with confidential and available verified mental health providers, counseling services and substance-use treatment programs matched to their needs, regardless of financial circumstances and/or type of insurance.

Since the inception of this agreement with Care Solace in July 2023, the City has advertised their services via social media, on buses, digital billboards on main arterials, printed and posted fliers for distribution to staff and community, newsletter, e-blasts and Care Solace hosted staff in-service training. It took approximately 3three months to launch the program including training and advertising to implement the program. At the January 24, 2024, City Council meeting, Anita Ward, Chief Growth Officer of Care Solace, provided an impact report presentation regarding the demographics, ethnicity, age and the types of treatment referrals sought during the first six months of the program roll-out.

As of June 2024, the following are updated data regarding the last six months of Care Solace connectivity.

Since July 2023 to May 2024, Care Solace has received 292 service requests and matched 133 persons to services within a one day average. This service has benefited over 78% adults (ages 18-64), with both male and females equally seeking services. Preferred language is English, followed by Spanish. Anxiety, depression followed by trauma and stress are the leading requests for assistance based on the performance measures from July 2023 (Attachment B). The attachment refers to DSM data, referred to as Diagnostic and Statistical Manual of Mental Disorders, a catalogue of all mental health categories and represents additional service measures regarding the impact of Care Solace in our community. Providing an additional year of service will include additional marketing, training and opportunities for our community members to receive the mental health and drug treatment needed to contribute positively to their family and society,

The data reflects the increased need for mental health provider services and in-patient care for drug/alcohol treatment. Societal changes resulting from post-pandemic anxiety, homelessness, drug and alcohol abuse have highlighted the need for accessible and comprehensive mental health and drug treatment services. This resource has increased accessibility especially to vulnerable populations, such as seniors, youth, home-bound individuals and working families. Care Solace provides a streamlined and efficient system for connecting individuals in the community with appropriate mental health resources regardless of their ability to pay or insurance options (sliding scale, private,

Medi-Cal, Medicaid, and Medicare) when generating a list of referrals.

Care Solace operates an online platform and helpline that connects individuals with a vast network of mental health providers and resources. Their on-line platform utilizes advanced algorithms and a comprehensive database to match individuals with providers based on their specific needs, including insurance coverage, language preferences, specialties, and geographical proximity. Key Benefits of the Agreement with Care Solace:

Streamlined Resource Connection: Care Solace offers a centralized platform and helpline to connect individuals with mental health resources. This eliminates the need for residents to spend time searching for providers and navigating complex systems when they are in crisis mode. By streamlining the process, individuals can quickly access the appropriate mental health services they need.

Timely Support: Care Solace's extensive network and efficient matching process ensures that individuals receive timely access to mental health services, reducing the risk of prolonged waiting periods or inadequate support. This reduces the risk of delays in receiving support and can be crucial in times of crisis or when immediate help is required. The 24/7 concierge support provides a warm hand-off to the provider to ensure that the resident is receiving the appropriate service.

Confidentiality and Privacy: Care Solace prioritizes individual privacy and maintains strict confidentiality standards. They comply with all relevant laws and regulations, online approved Health Insurance Portability and Accounting Act of 1996 (known as "HIPAA") standards, to safeguard the personal information of users.

Cost-Effective Solution: By partnering with Care Solace, the City of Montebello provides an essential service to its residents

User Interface: The web-based on-line resource is user-friendly, available in multiple languages and utilizes dashboard interfaces that are easy to maneuver.

This service is used by staff to better assist residents during moments of crisis and intervention. Based on careful evaluation and consideration of the benefits outlined above, it is recommended that the City Council consider approving Amendment No. 1 to Agreement No. 4115 with Care Solace to continue providing mental health and drug resource access services. By doing so, the City continues to demonstrate its commitment to the well-being of its residents and enhance their access to vital mental health services with another tool to improve their quality of life. These efforts also encourage access and reduce stigma to the growing challenges of those with mental and emotional distress.

ENVIRONMENTAL:

In accordance with the California Environmental Quality Act ("CEQA"), it has been determined that this action is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 12, 2024

Page 4 of 4

only applies to actions/projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the approval of the agreement between Care Solace and the City of Montebello for this on-line service data within the City may have a significant effect on the environment, the activity is not subject to CEQA review and none of the exceptions to the exemptions under CEQA Guidelines Section 15300.2 apply.

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Amendment No. 1 (attached hereto in substantial form) to Agreement No. 4115 with Care Solace to continue providing web-based, on-line resources, with a live 24/7 concierge line to assist staff, residents and other callers with finding community-based counseling. Funds are included in the proposed FY 2024-25 budget in Account No. 100-20-200-6040-.95 (General Fund, Administration, Other Professional Services).

ATTACHMENT(S)

1. Attachment A - Agreement No. 4115 - Care Solace
2. Attachment B - Amendment No 1 to Agreement No. 4115 with Care Solace
3. Attachment C - Care Solace Report July - May 2024

NEXT STEPS:

N/A

CITY OF MONTEBELLO

AGREEMENT NO. 4115

SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 13 of June, 2023, between City of Montebello, California (hereinafter “**City**”), and Care Solace, Inc., a Delaware corporation (hereinafter “**Care Solace**”). City and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its clients and the City's residents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to City on the terms and conditions set forth in this Agreement; and

WHEREAS, City desires for Care Solace to assist it in connecting its employees and residents with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Scope of Services

1. Care Solace shall provide the Services as follows:

1.1 Care Solace owns and operates a website located at the URL caresolace.org which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with City’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2023. Care Solace will provide access to the Branded Site to users authorized by the City, including City employees and residents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2 Care Solace shall also facilitate a process called the “**Warm Handoff®**,” whereby a limited subset of City employees or other individuals to whom City has outsourced institutional services (hereinafter “**Independent Contractors**”), provide Care Solace with contact information of a resident in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). Care Solace will then work directly with the resident or the resident’s parent or legal guardian to connect the resident to Treatment Providers.

1.3 In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Companion™. The Care Companions are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Companions are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Companion to an Authorized User. The Care

Companions are not a crisis response team. The Care Companions are available to work directly with Authorized Users to connect them with Treatment Providers. Care Companions are available 24 hours per day, 7 days per week.

1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

1.5 Care Solace will only provide the Services to an Authorized User after first obtaining written consent under HIPAA and agreement to Care Solace's Terms and Conditions. Care Solace reserves the right to deny, and will deny, any Services to City residents and employees who do not provide such consent.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

3. Care Solace will provide an onsite or virtual walk-through of the Services to City representatives designated by City in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with City staff designated by City in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of City as requested by City.

6. Care Solace will assist in providing access to the Branded Site on City's website, as requested by City.

7. Upon request by City, Care Solace will provide email/text templates for City to deliver to City residents up to four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. City shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. City may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 54, *infra*.

Term of Agreement and Fees

9. This Agreement shall be effective as of the date of the last signature below (hereinafter the "Effective Date").

10. The term of this Agreement (hereinafter the "Initial Term") will begin on July 1, 2023, and continue through June 30, 2024. This Agreement may be renewed for one-year terms (hereinafter, "Renewal Terms") on July 1 of each year following the Initial Term (hereinafter the "Renewal Date").

11. In exchange for the Services contemplated under this Agreement, City will compensate Care Solace as follows:

11.1. For the Initial Term, July 1, 2023, to June 30, 2024, City will pay \$62,250 to Care Solace upon execution of this Agreement (based on a City population of 41,500, not including school district students and parents, to be confirmed by City).

11.2. In the event that City wishes to renew this Agreement for any Renewal Term beyond June 30, 2024, pricing for any Renewal Term will be determined and agreed to by the Parties at or around the time of renewal based on then-current population figures.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by City of this Agreement prior to the end of the Term.

13. To ensure continuity of the Services in the event the Parties execute a new Agreement after the expiration of the Term, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Term to allow for negotiation of a subsequent new Agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any new Agreement beginning after this grace period shall be retroactive to the expiration date.

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Termination of Agreement

15. City may terminate without cause this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall not be subject to a prorated refund.

16. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate this Agreement without cause by providing City with sixty (60) days written notice pursuant to Paragraph 54, *infra*. In the event of termination without cause pursuant to this paragraph, the fees paid by City shall be subject to a prorated refund.

17. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause

upon thirty (30) days written notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 54, *infra*.

17.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-50, *infra*.

17.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 17 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 43, *infra*.

Data and Information Privacy

18. Care Solace and City each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter “COPPA”), and the provisions of HIPAA set forth in Paragraph 19, *infra*.

19. Care Solace and City each agree that City personnel may have access to Protected Health Information (hereinafter “PHI”) that is subject to the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (codified at 45 C.F.R. Parts 160, 162, and 164 and related regulations). In the event that: (i) City is considered to be a HIPAA covered entity; (ii) Care Solace is considered to be a HIPAA business associate; and (iii) City personnel are providing PHI to Care Solace, then Care Solace warrants that it will appropriately safeguard PHI (as that term is defined in 45 C.F.R. 160.103), and agrees that to the extent it applies, Care Solace will comply with the provisions of 45 C.F.R. 164 Subpart E regarding use and disclosure of PHI. Care Solace shall execute a Business Associate Agreement if requested by City.

19.1 The Parties agree that to the extent this Agreement is subject to any state or federal law provisions governing health care fraud and abuse, the Parties shall comply with applicable local, state, and federal statutes, rules, and regulations, which may include, but not be limited to, 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and the California Physician Ownership and Referral Act of 1993, to the extent applicable. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers.

20. The Branded Site will include a privacy policy and terms of use which will comply with applicable law.

21. City expressly understands and agrees that prior to providing the contact or other information to Care Solace of a resident in need of mental health services as part of the Warm Handoff® process, the City employee making the Warm Handoff® must first obtain consent from the resident to provide the resident’s contact or other information to Care Solace.

22. City represents and warrants that any Independent Contractor that is provided with access to the Services or is otherwise responsible for transmitting PHI or other private information to Care Solace is subject to the same warranties and requirements as City pursuant to this Agreement.

23. Care Solace reserves the right to internally monitor City's and Authorized Users' usage of the Branded Site and Services.

24. Care Solace will provide access to City to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If City desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, City shall obtain and deliver to Care Solace a duly executed written HIPAA-compliant authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

25. Care Solace shall ensure that: (i) all data and information provided by City is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by City are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

26. Care Solace grants City a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by City to the Branded Site.

27. **Use Restrictions.** City covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, City will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

28. **Security.** City and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by City and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

29. Unauthorized Access. Care Solace will promptly report to City any unauthorized access to data or information provided by City upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by City, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the City was solely responsible for the breach, the City shall reimburse Care Solace for time and expenses incurred to assist City with any required notifications to affected individuals. In the event that Care Solace and City are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-50, *infra*.

30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, City hereby transfers and assigns to Care Solace any rights City may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City personnel relating to the Branded Site, the Services, or the Technology.

31. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) City's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**City Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control

of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

32. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, City agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

33. Publicity and Branding. City agrees that Care Solace may (a) publicize City's name, the fact of the Branded Site, and City's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for City to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to City of any and all fees paid in advance for those Services not provided by Care Solace. This Paragraph and the defense and indemnity Paragraph 39, *infra*, set forth the entire liability of Care Solace to City for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. City represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by City and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by City of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to City in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth

in this Paragraph 36, City will provide written notice of the breach to Care Solace in accordance with Paragraph 54, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to City's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

38. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$2,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

39. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify City and its officers, agents, employees and volunteers (collectively "**City Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of City Parties.

39.1. **Additional Insured.** Care Solace shall cause City to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Naming a City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will City be entitled to coverage beyond the contracted for amount of \$2,000,000 per occurrence contained in Paragraph 38. Notwithstanding City's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for City's sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39, *infra*.

40. A City seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 54, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

41. Naming City as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38-40 and in no circumstances will City be entitled to coverage beyond the contracted for amount of

\$2,000,000 per occurrence contained in Paragraph 38.

Dispute Resolution

42. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a “**Dispute**”), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-50 herein (hereinafter the “**Arbitration Agreement**”).

43. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 17, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 54, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the “**Notification Date**.”

44. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

44.1 Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter “**Mediation Service**”).

44.2 The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service’s panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

44.3 The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

45. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

46. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

46.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association’s (“**AAA’s**”) Commercial Arbitration Rules and

Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed here by clicking on this link: <https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf>

46.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California, subject to the limitations on damages set forth in Paragraphs 47-50, *infra*.

46.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

46.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

46.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 17 and 43, *supra* and shall also be excused from the mediation required under Paragraph 44, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

46.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

Limitation on Damages

47. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

48. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

49. In the event that Care Solace is found liable to City or any third-party beneficiary as the result of a Dispute, or in the event that City is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including City.

50. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

51. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

52. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-50, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

53. **Venue for Arbitration.** Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in Los Angeles County, CA.

54. **Notices.** All notices, requests, demands or other communications required by this Agreement between Care Solace and City shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Arlene Salazar
Acting City Manager
Email: asalazar@montebellocity.gov

If to Care Solace:
Care Solace, Inc.
1624 Market St., Ste 226
PMB 94660
Denver, CO 80202-1559
Attention: Peter C. Biberstein
Email: peter.biberstein@caresolace.org

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

55. **Third-Party Beneficiaries.** The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is

their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-50, *supra*.

56. Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

57. Continuing Obligations. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.

58. Force Majeure. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 58 become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-50, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 17 and 43, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 54, *supra*.

59. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 54, *supra*.

60. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of City.

61. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

62. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

63. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

64. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

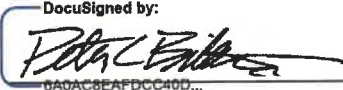
65. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

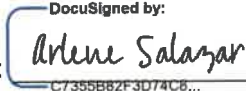
Care Solace, Inc. ("Care Solace")

Printed Full Name: Peter Biberstein
Title: General Counsel & VP of Business Affairs; Admitted in CO, DC, MD & VA

Signature:  9/18/2023
DocuSigned by:
6A0AC8EAFDCC40D...

City of Montebello "City"

Printed Full Name: Arlene Salazar
Title: Acting City Manager

Signature:  9/25/2023
DocuSigned by:
C7355B82F3D74C5...

Accounts Payable Information:

Dept Name: Finance
Accounts Payable contact:
Name: Accounts Payable
Email: ap@montebellocal.gov
Phone: 323-887-1422

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4115
WITH CARE SOLACE, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 12th day of June 2024, ("Effective Date") by and between the City of Montebello, a California Municipal Corporation, (hereinafter referred to as the "City") and Care Solace, Inc., a Delaware corporation (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 for mental health and drug intervention linkage services dated June 28, 2023 ("Agreement"), pursuant to which the City retained the Consultant to provide web-based on-line resource services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on its qualification, subsequent to a review of other service providers, and now, the Parties being mutually satisfied with each other's performance, desire to extend the term of the agreement for an additional one year term.

AMENDMENTS

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:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this Amendment No. 1.

SECTION 2. Term. Section 10 of the Agreement, Term of Agreement and Fees, is amended to read as follows:

"The term of this Agreement is hereby extended for an additional one-year term from July 1, 2024, to June 30, 2025."

SECTION 3. Fee. Section 11.2 of the Agreement, Term of Agreement and Fees, is amended to read as follows:

"The Consultant will provide continuation of service as contemplated in Amendment No. 1 for an annual fee of Sixty-Two Thousand, Two Hundred Fifty Dollars (\$62,250)."

AMENDMENT NO. 1 TO AGREEMENT NO. 4115

Page 2 of 2

SECTION 4. 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.

IN WITNESS WHEREOF, the Parties execute this Amendment No.1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

CARE SOLACE

Raul Alvarez, City Manager

Peter Biberstein, General Counsel & VP
of Business Affairs

ATTEST:

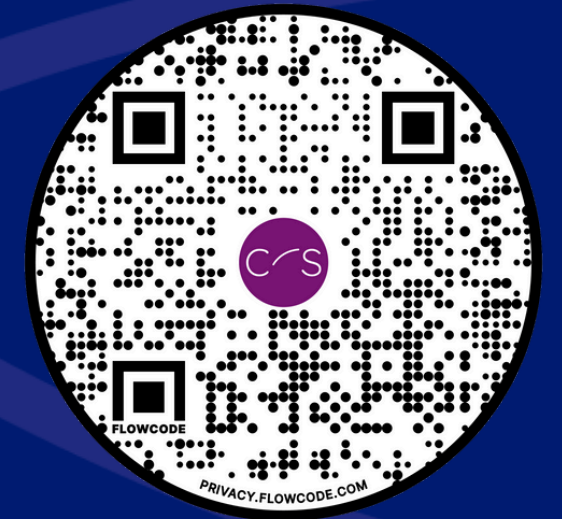
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

care/solace.

City of Montebello and Care Solace May 2024 Business Review





We are the hub to all mental and social health supports for communities. We **connect agencies, departments, services, and residents** to the support they need and navigate the associated chaos of eligibility and availability.

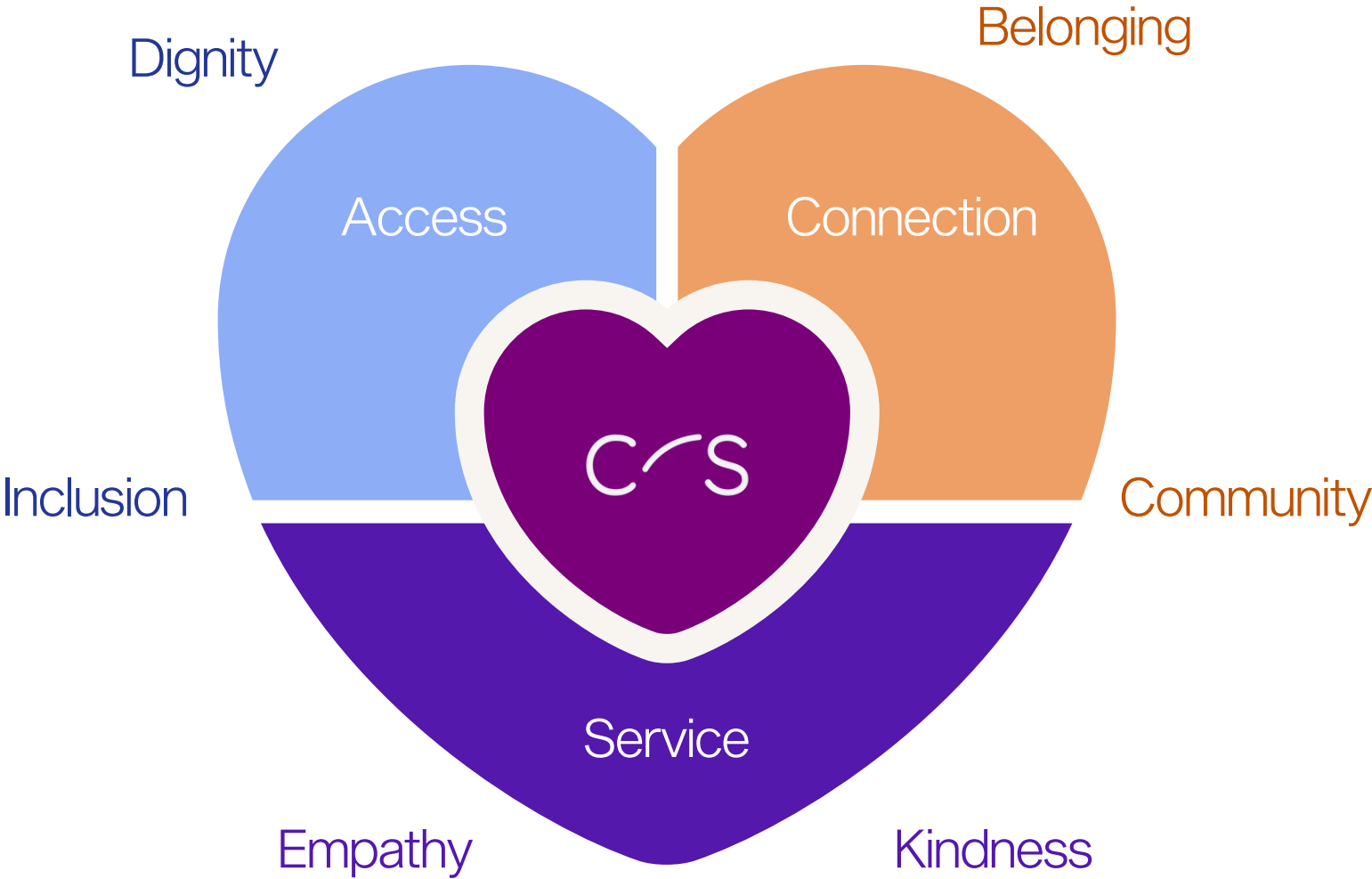


In Montebello, **Care Solace provides care coordination** to all residents, city departments, and agencies.

We are working with Montebello **city teams** for **direct resident engagement**:

- Fire/MCAP
- Police
- Recreation and Community Services
- Transit

Care Solace approach to mental health care.



With Care Solace access to care is quick and easy



Call a Care Companion

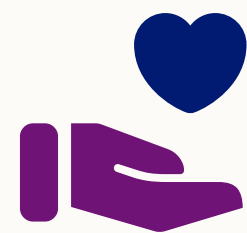


Scan a QR code



Access the Care Match website

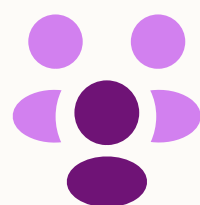
Services & Impacts



292
Service requests



133
Care Matches



2,107
Communications



1 day
Time to match



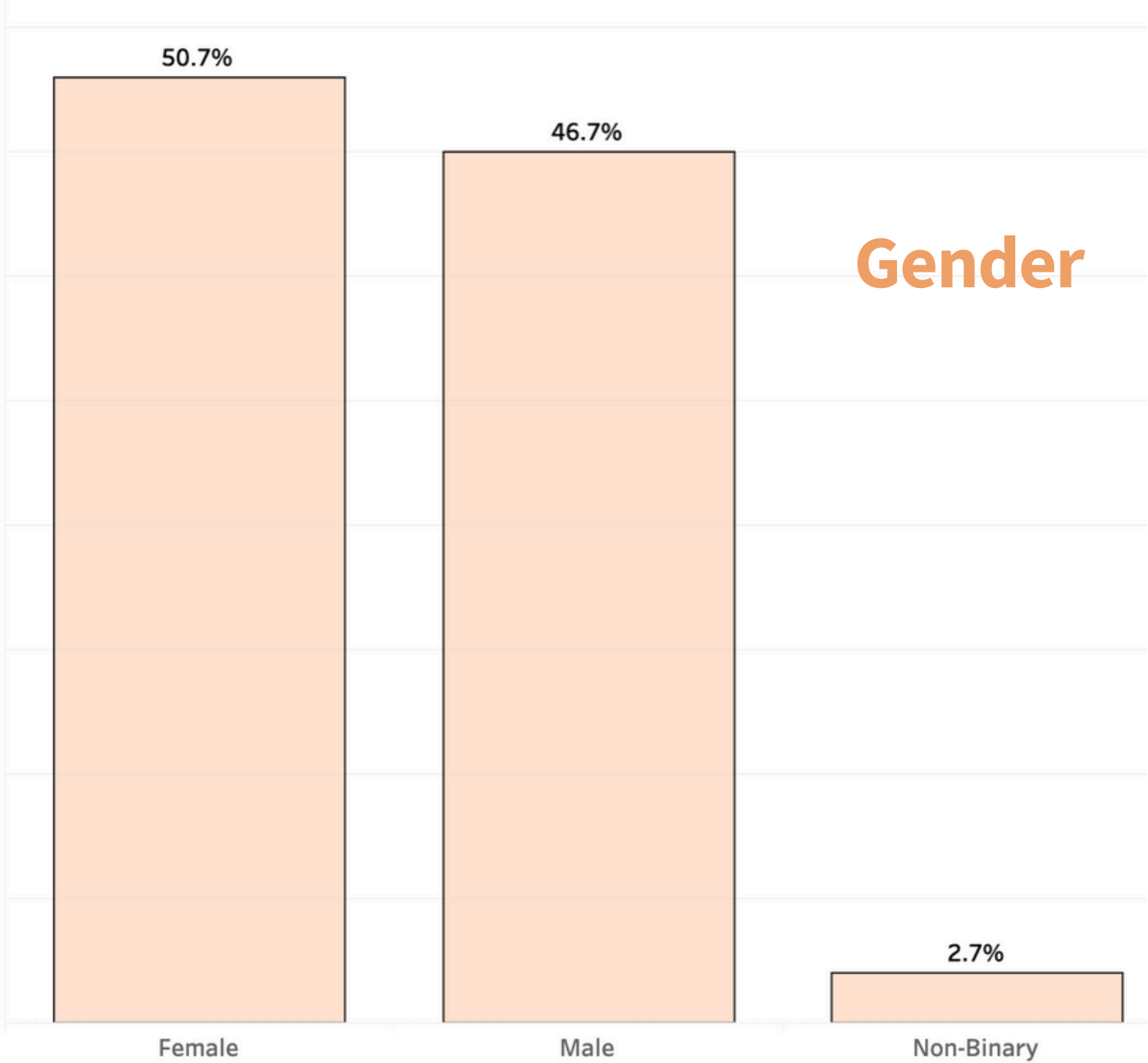
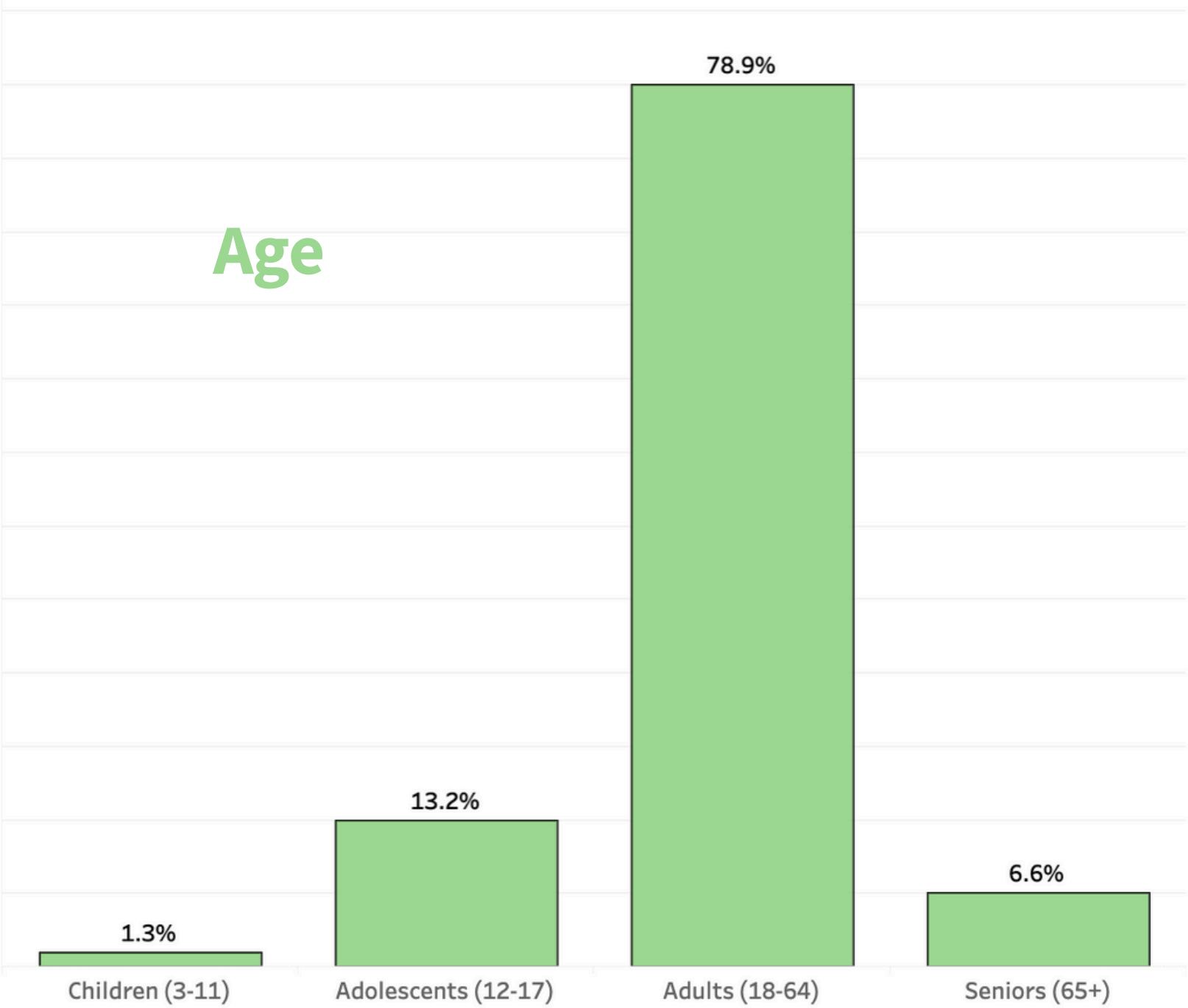
97%
Matches to care



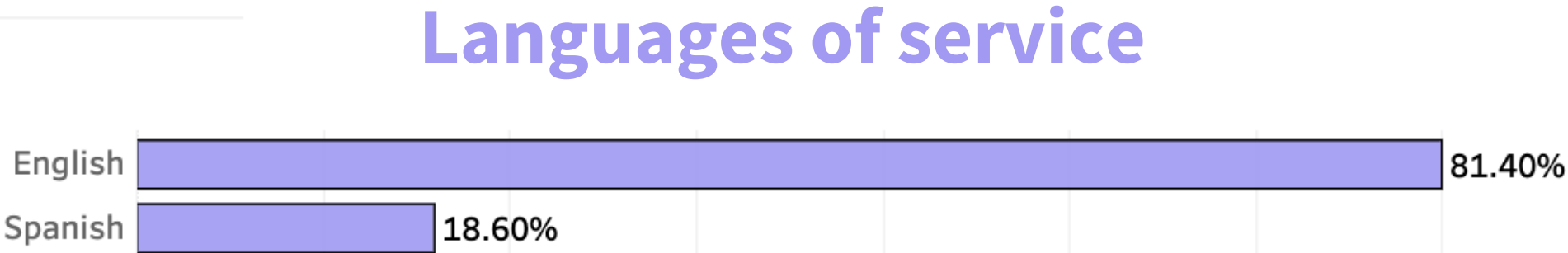
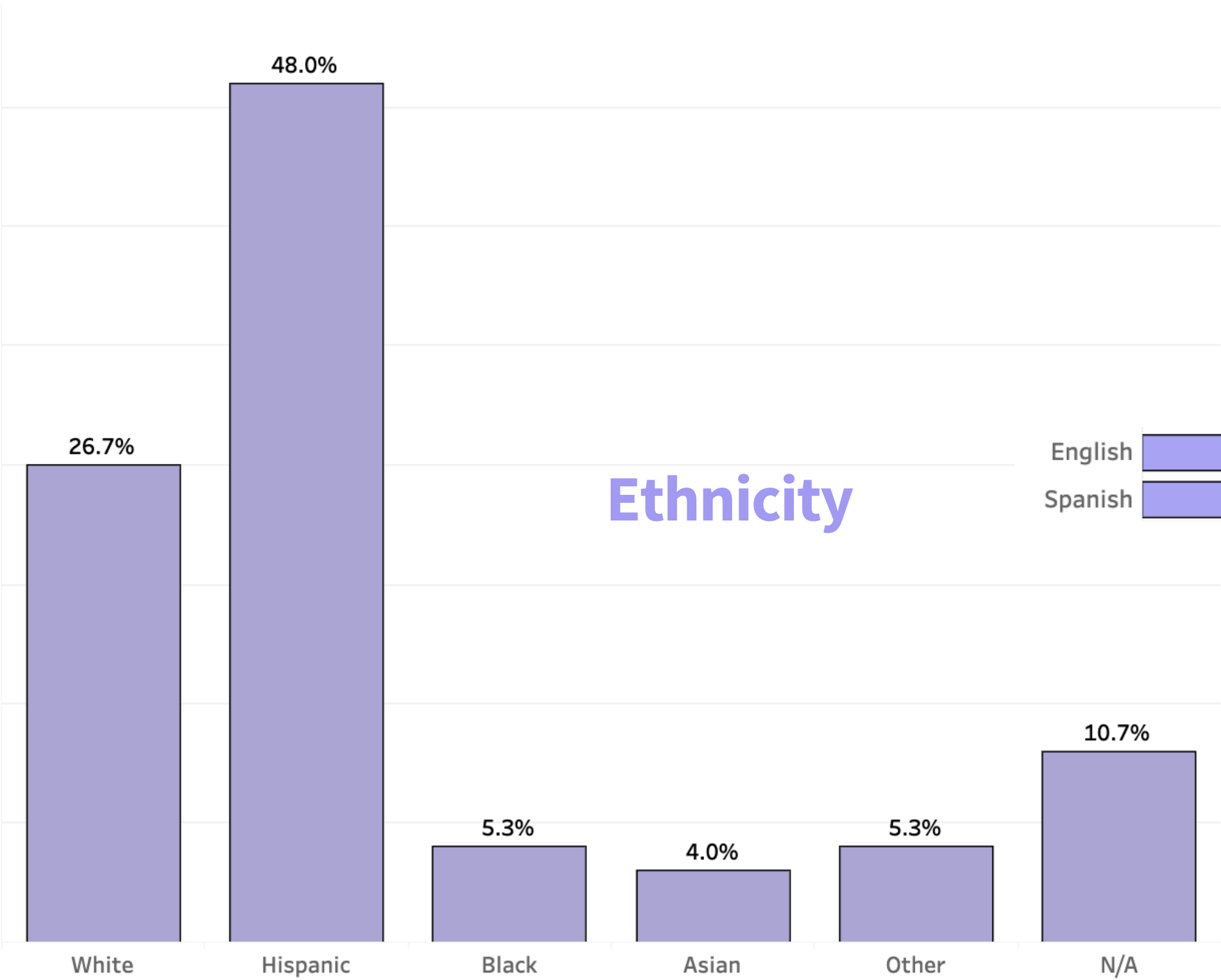
11.5 days
Time to appointment
(This is client dependent)

90% of cases from zip code 90640.
10% of cases from zip code 91755.

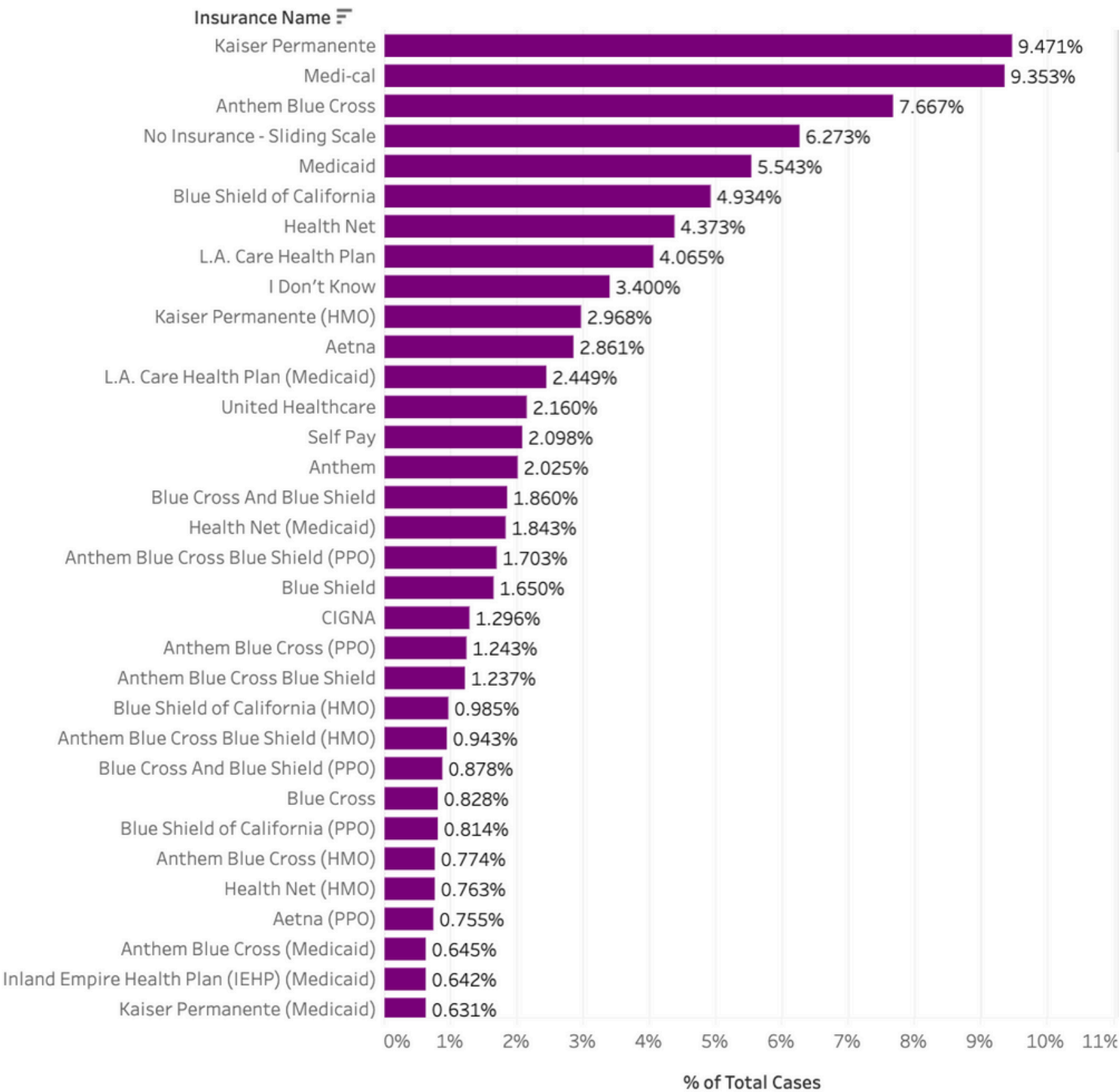
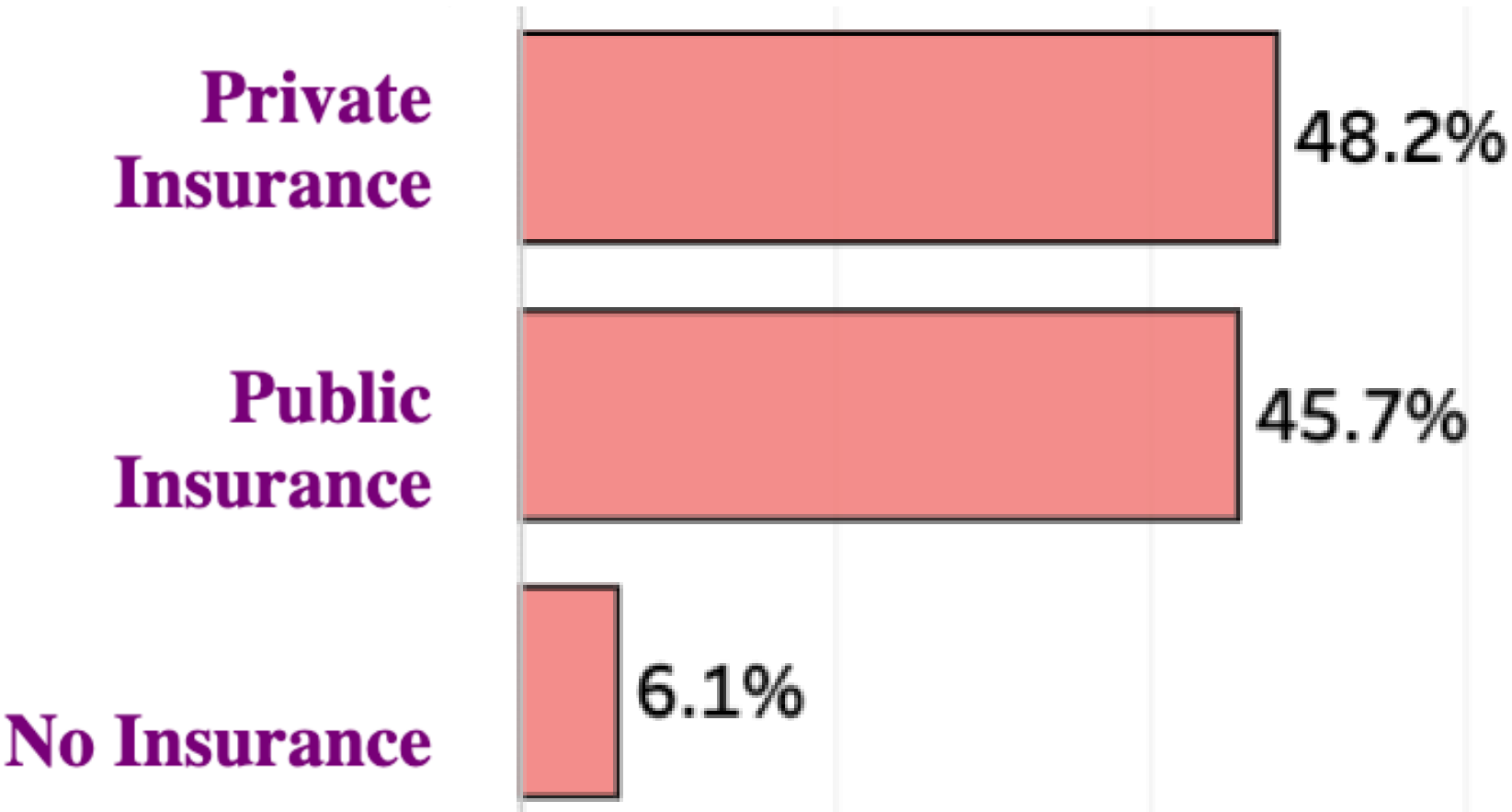
Demographics Served: Age & Gender



Demographics Served: Ethnicity & Language

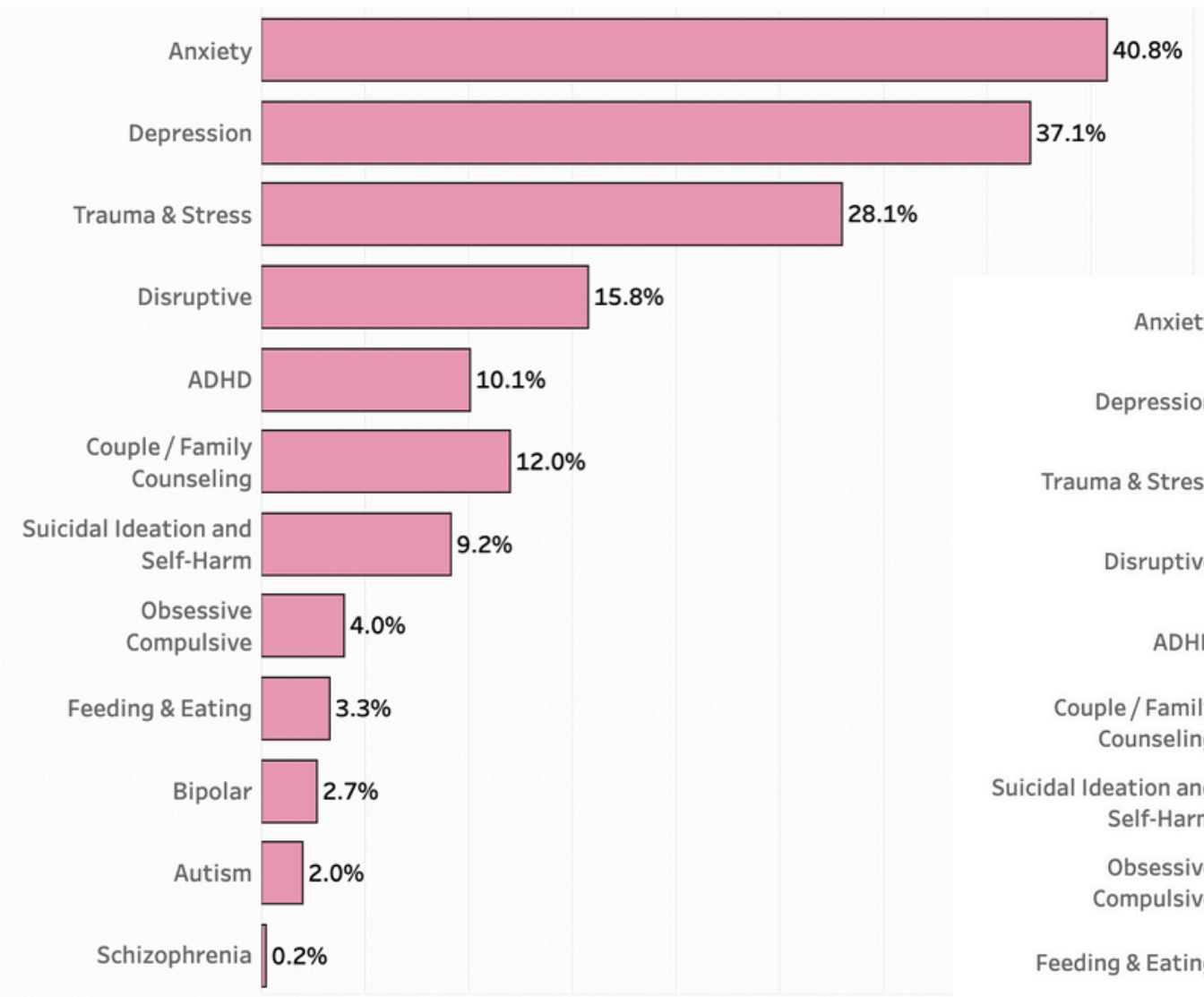


Insurance Types

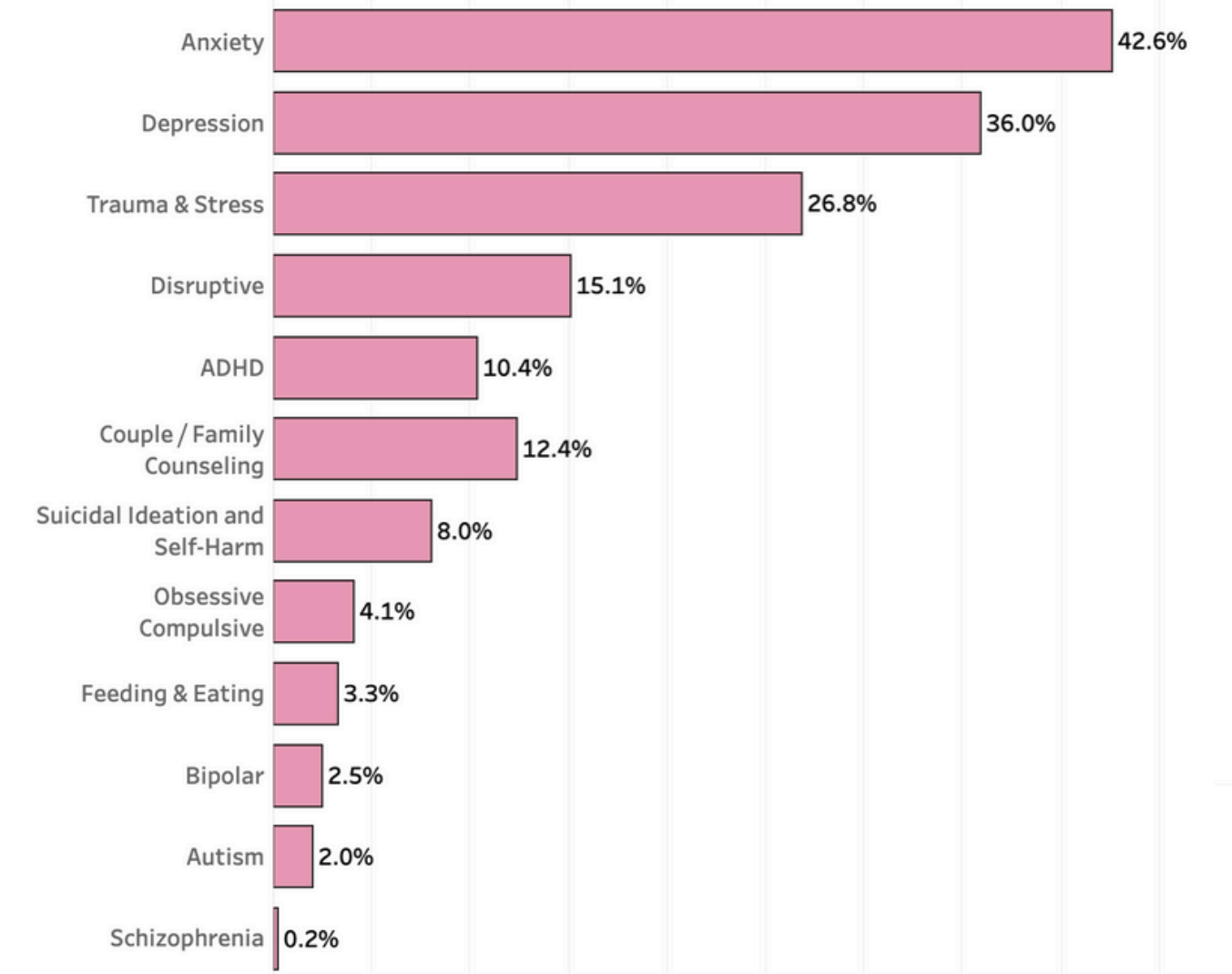


DSM Category by State, County & City

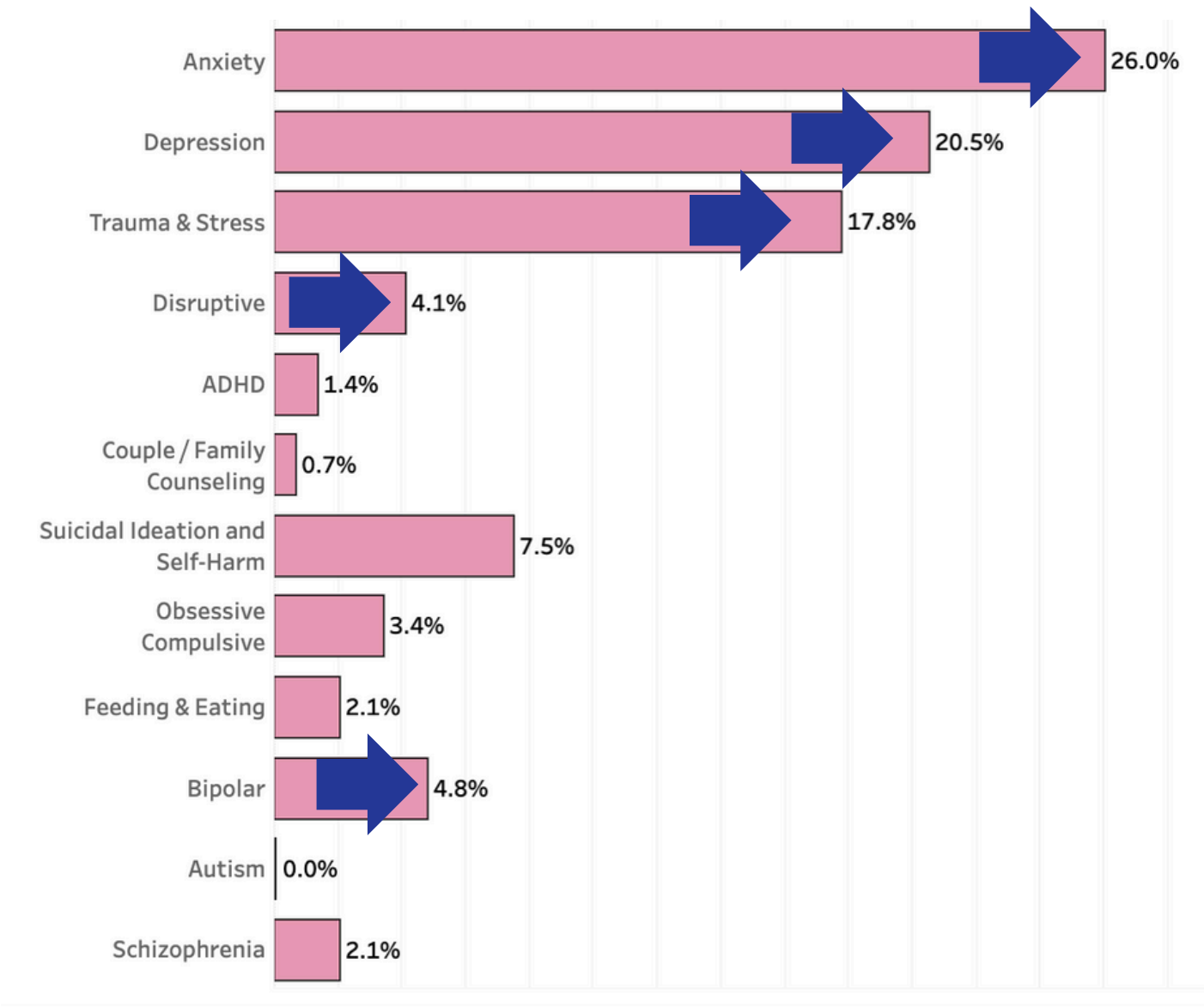
California



Los Angeles County

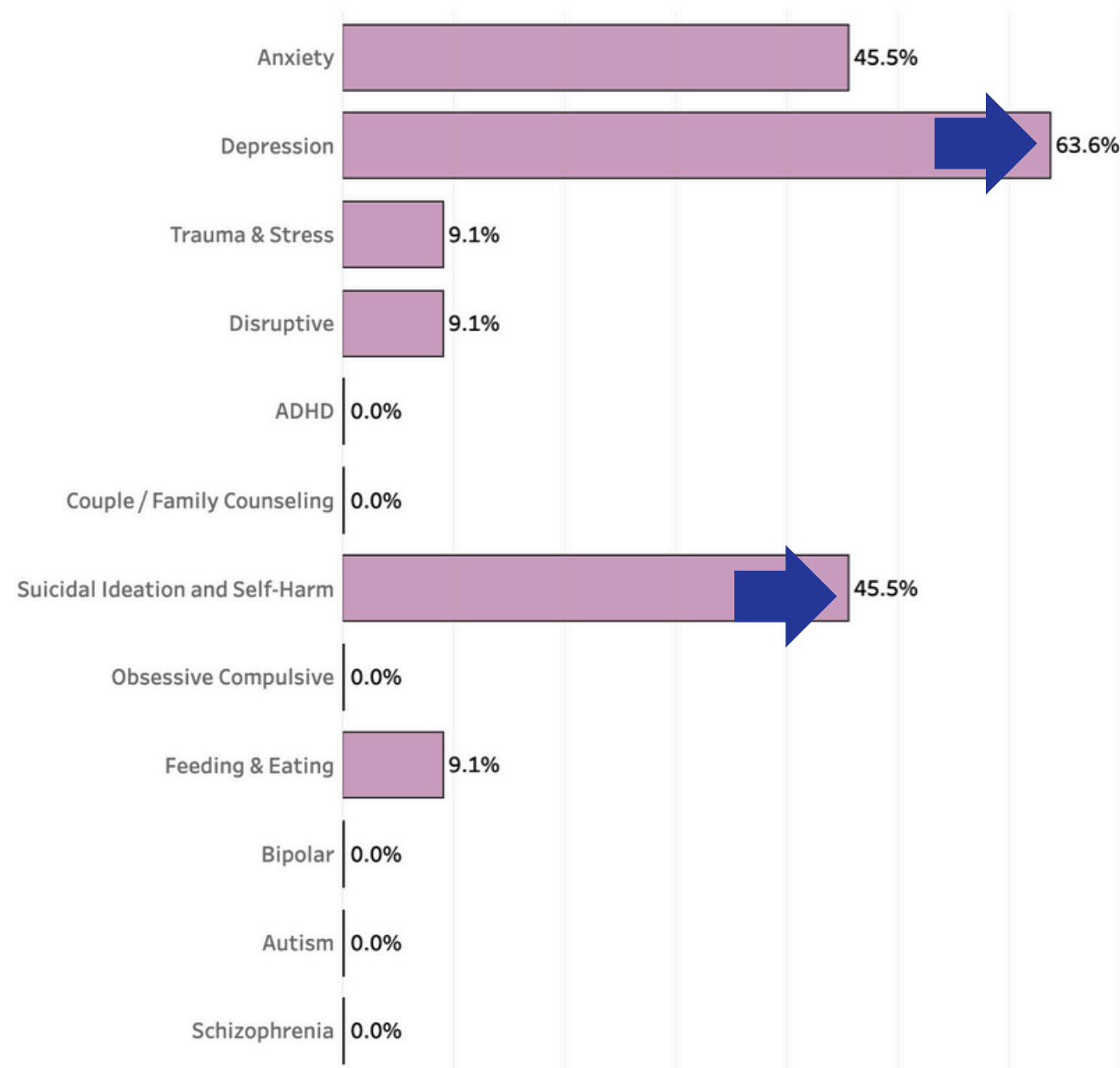


Montebello

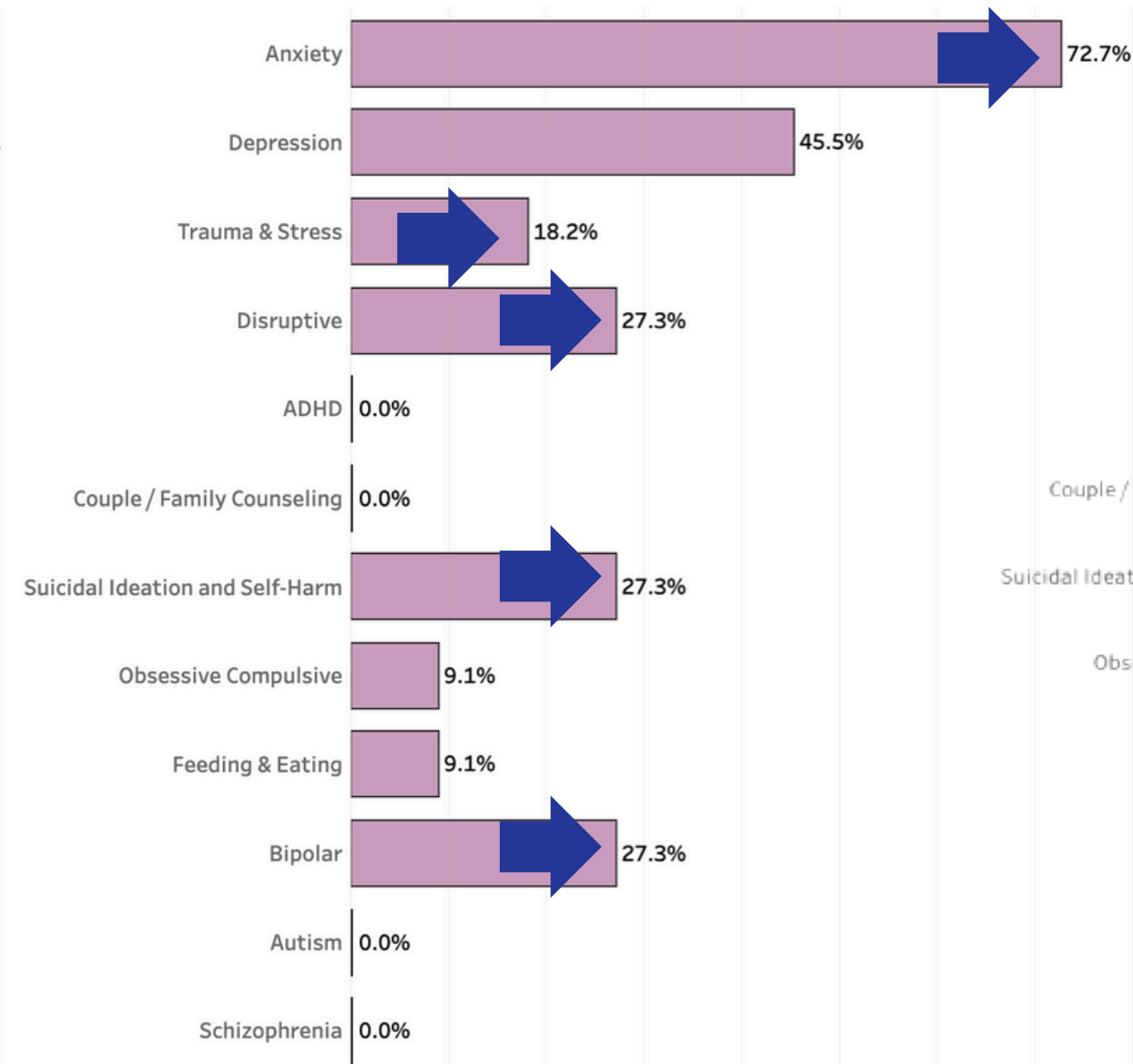


DSM Category by Age

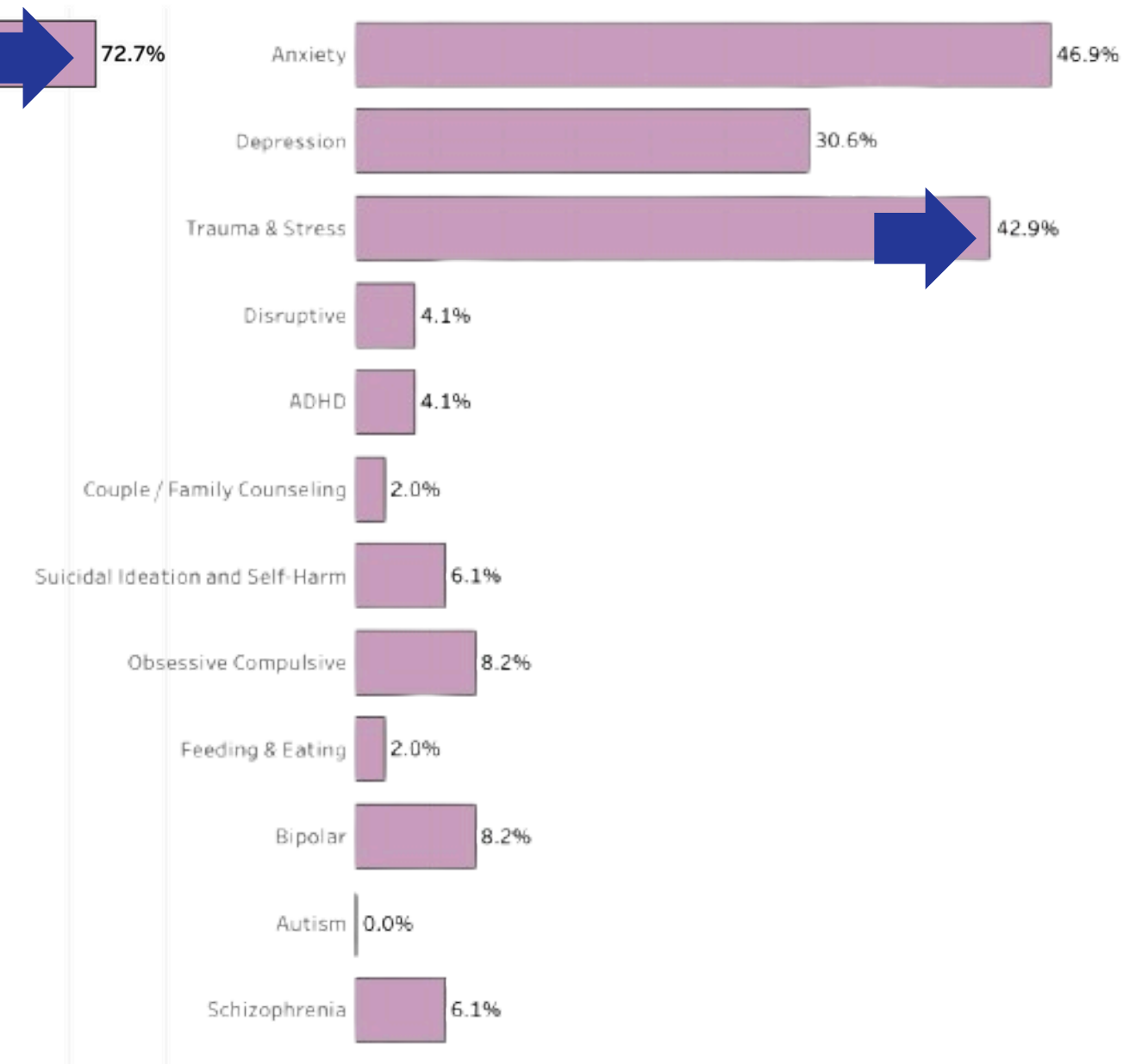
6-17



18-25

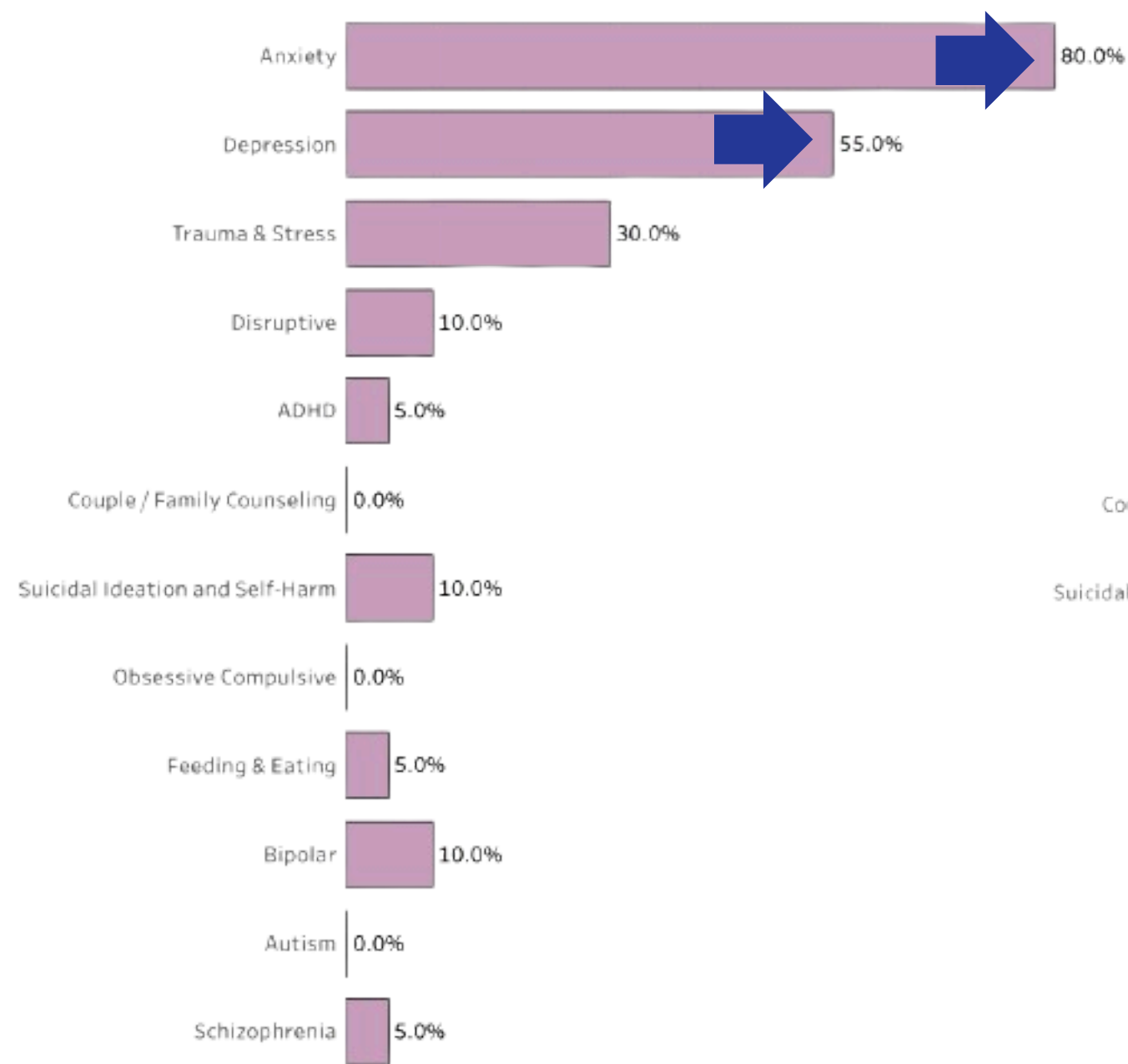


26-59

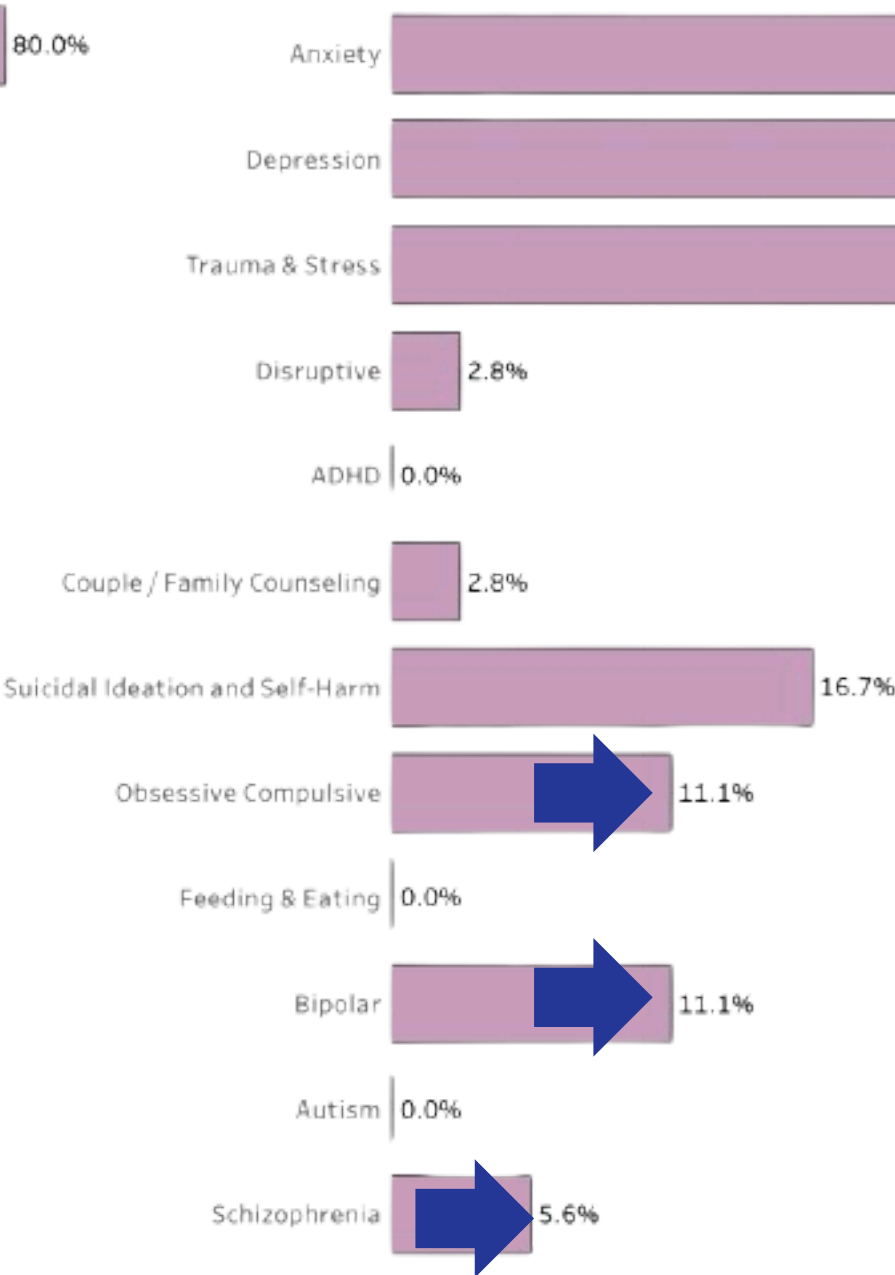


DSM Category by Ethnicity

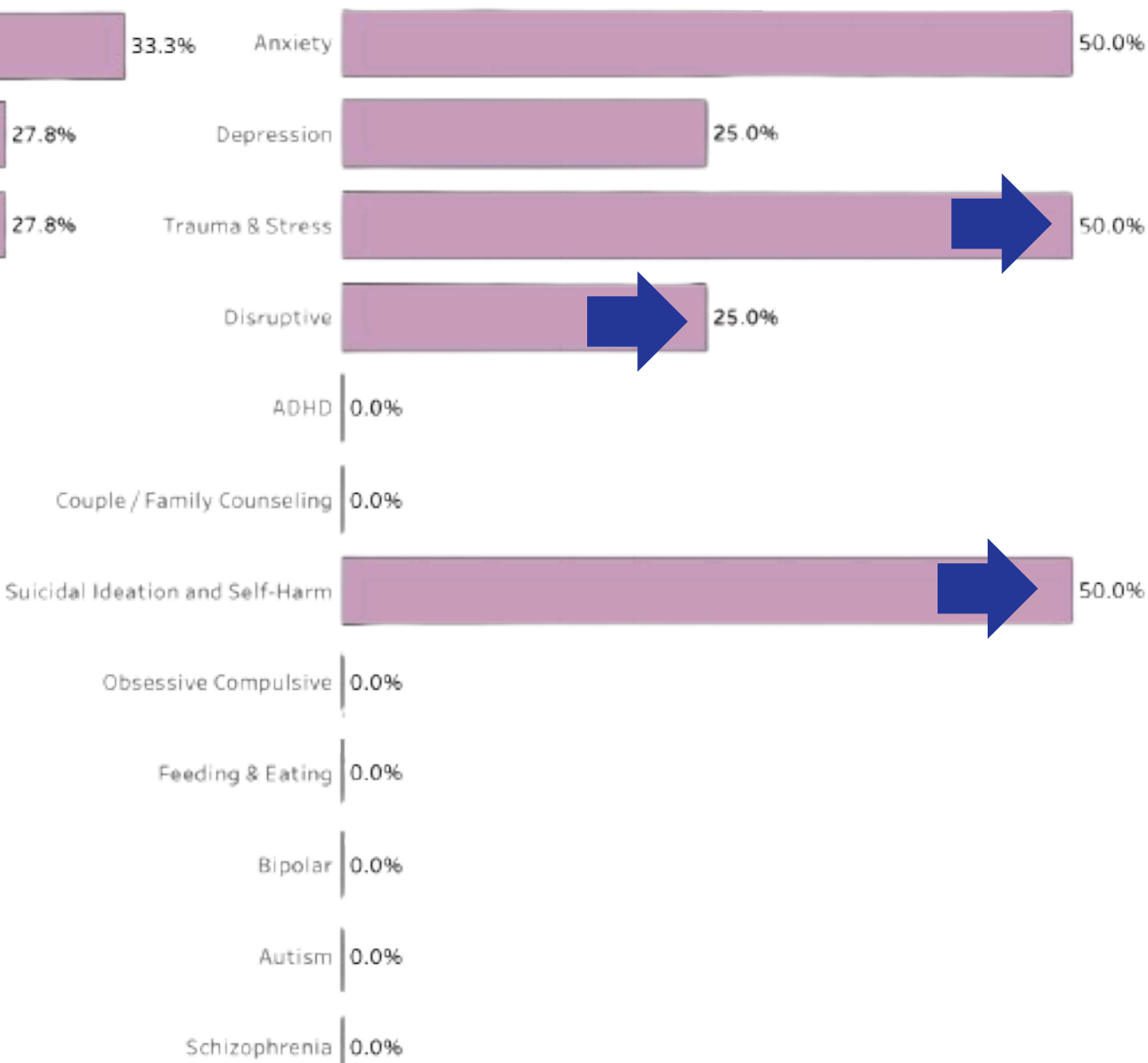
White



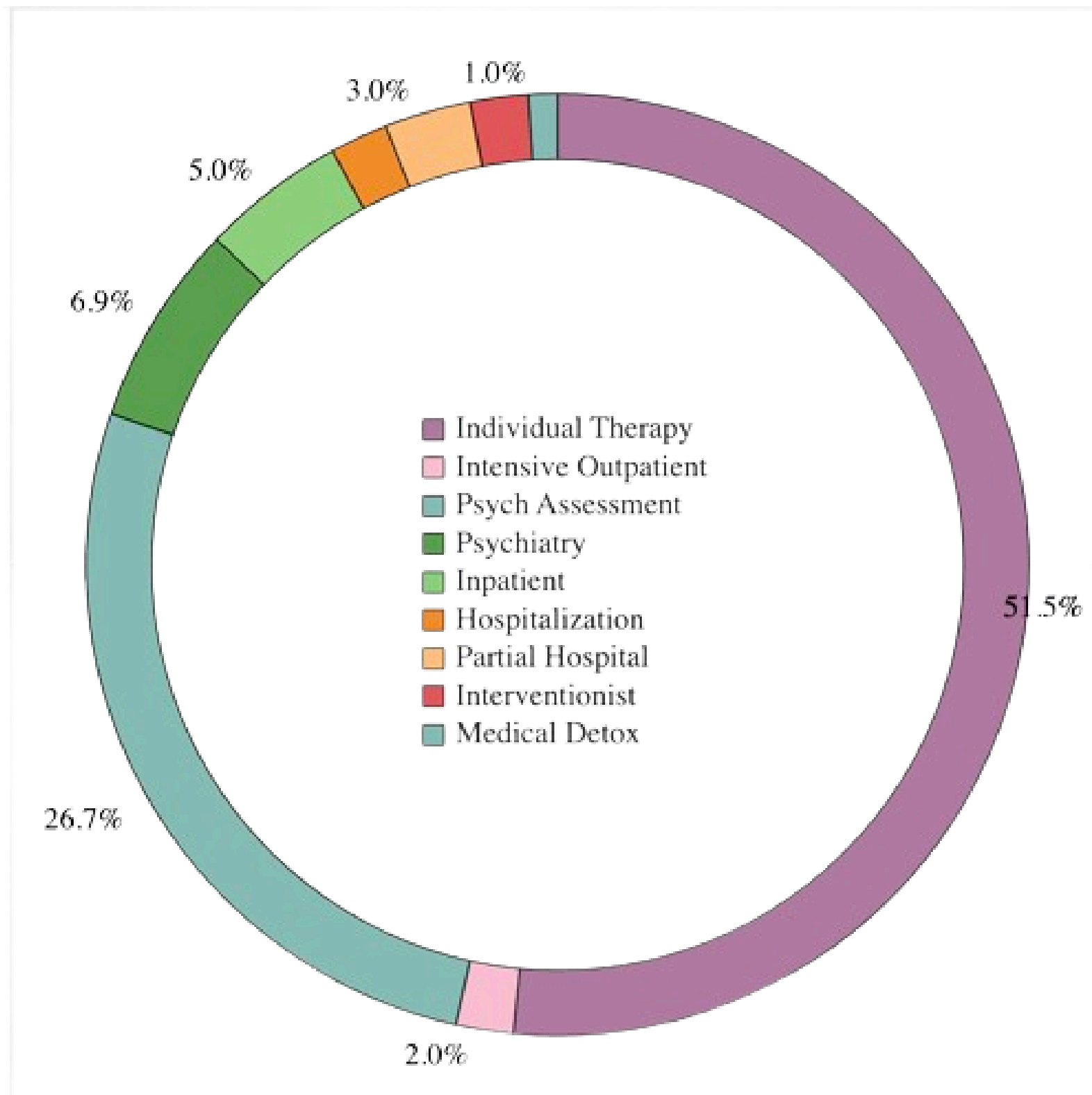
Hispanic



Black



Treatment Type Observations



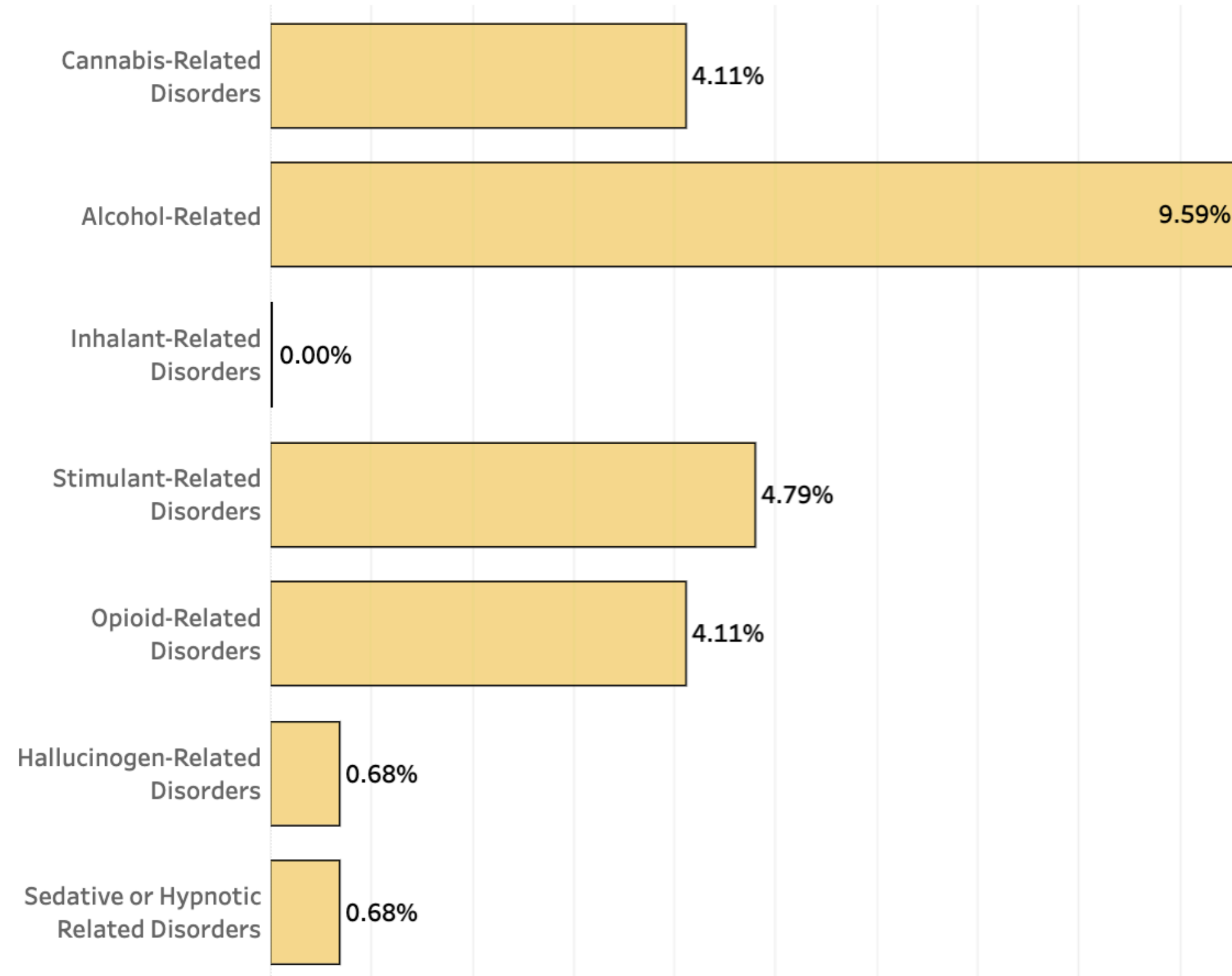
Observations in the data

- 35.6% advanced pathways
- 25.7% assessments
- 22.2% meds and beds

Impacts

- **Assessment: 114**
- **Therapy: 219 (39.8% in person, 60.2% telehealth)**
- **Interventions: 5**
- **Psychiatry: 30**
- **Inpatient: 21**
- **Outpatient: 9**
- **Medical Detox: 9**

Substance Abuse Categories



Continue to Maximize Our Partnership



Promote Care Solace

Share the partnership on all platforms. Use flyers, videos and social media resources provided in the Resource Center.

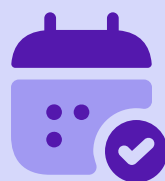
Targeted Messages

The majority of people using Care Solace have no insurance or public insurance. Targeting the most vulnerable to help even more is an idea.



Provide Feedback

We encourage you to share your experience with our platforms. We want to ensure that we continue to improve and we need your help to accomplish that.



Stay Up to Date

Check your email for our monthly newsletters to stay up to date on upgrades to the Care Loop system, participate in events and Webinars



Leverage Support

If you have any questions check out the Care Loop's "Help Center" or reach out to your point of contact.

Data Support

Data can assist with any messaging or interactions the city may want to take (eg: Substance Abuse).

Thank you!



ITEM # 19

APPROVAL OF MINUTES: MAY 22, 2024, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MAY 22, 2024 A 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo. Clerk Jimenez was also present and City Treasurer Matanga was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Cesar Roldan, and David Sosnowski were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez Glasman announced the Closed Session items listed below.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items.

- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez

Labor group: Montebello Police Association

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Government Code Section 54956.8

Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California

Agency negotiators: Raul Alvarez, Joseph Palombi

Negotiating party: Weber Properties

Under negotiation: Price and terms of sale

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Initiation of litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Peralta reconvened the meeting at 7:02 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to Council, Council provided directions to the City Attorney's office and City Staff, no action was taken and nothing to further to report; Item No. 2, a briefing was provided to City Council, Council provided directions to the City Attorney's office and City Staff, no action was taken and nothing further to report. Item No. 3, a briefing was provided to City Council, Council provided directions to the City Attorney's office and City Staff, no action was taken, and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Councilmember Torres.

CORRECTIONS TO THE AGENDA CITY MANAGER

City Manager Alvarado announced the following changes:

Presentations to be added: Fiscal Year 2024-25 Proposed Budget Presentation and Fiscal Year 2024-25 Proposed CIP Budget Presentation.

Item No. 7 will be pulled as a staff presentation.

CEREMONIAL ITEMS/PRESENTATIONS

4. NATIONAL BIKE MONTH

Presented by Mayor.

4b. Added Presentation - Fiscal Year 2024-25 Proposed Budget

Director of Finance Michael Solorza provided a presentation to provide an update on the supplemental budget requests.

4c. Added Presentation - Public Works Department Capital Projects Fiscal Year 2024-25

Director of Public Works Cesar Roldan presented on the upcoming capital projects for fiscal year 2024-25. Each project included a timeline and funding source.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged twelve(12) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS - NONE**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, could 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.

Item No. 7 was pulled by staff for presentation; the item was also pulled by a member of the public for comments.

Councilmember Torres pulled Items Nos. 8 and 12. Councilmember Jimenez motioned, seconded by Councilmember Torres, that Items Nos. 5, 8-11, and 12 be approved; the motion passed unanimously.

5. SECOND READING AND ADOPTION OF ORDINANCE NO. 2476 TO ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Second Reading and Adopt Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for City of Montebello elected and appointed officials, City Council candidates, campaign committee and designated City staff; and
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

6. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4202 TO SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. (DBA PRECISION CONCRETE CUTTING) FOR SIDEWALK INSPECTION AND INVENTORY SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award professional services agreement No. 4202 to Southern California Precision Concrete, Inc. (DBA Precision Concrete Cutting) for sidewalk inspection and inventory services for a not-to-exceed amount of \$88,270; and

2. Authorize the City Manager to execute the professional services agreement.
3. Take such additional, related action that may be desirable.

Councilmember Torres inquired about how this project compares to the ADA Improvement Plan.

Director Roldan provided clarification and explained Southern California Precision Concrete's scope of work.

Councilmember Jimenez inquired about the bidding process.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion was approved unanimously.

7. APPROVE SOLICITATION OF PROPOSALS FROM EXISTING QUALIFIED AND ELIGIBLE CITY OF MONTEBELLO FRANCHISED SOLID WASTE HAULERS FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal to obtain residential Solid Waste and Recycling Services; and,
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker came on file at the City Clerk's office.

Jeff Camera from MCA Consultants provided a presentation on the process of requesting proposals from solid waste haulers.

Councilmember Torres asked what key performance indicators should be tracked during the 5-7-year review period.

Mr. Camera stated that the items tracked include timelines, dropping at every residential location, customer complaints, response to complaints, and handling inquiries.

Councilmember Torres requested clarification in the RFP to indicate that rate adjustment increases are not fixed. He also suggested including a requirement in the RFP for haulers to outline the benefits of additional services, such as e-waste collection and the availability of various bin sizes.

City Manager Alvarez stated that they would incorporate his suggestions.

Mayor Pro Tem Melendez inquired about organics recycling. He further stated that other cities have provided a separate bin for organic, allowing residents to comply with the new laws.

Mr. Camera stated that the decision to provide a separate bin would be made by the hauler.

Councilmember Torres requested that notifications for new services be provided by mail.

City Manager Alvarez confirmed that the process would be completely transparent.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion was approved unanimously.

8. APPROVE SUBMISSION OF A FUNDING APPLICATION FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to submit a funding application for the Safe Streets and Roads for All (SS4A) Program; and
2. Authorize the City Manager and/or the Director of Public Works to sign all applicable grant application documents; and

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

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

9. ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 1 (CP NO. 894-1) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 1 (CP No. 894-1) as completed by Los Angeles Engineering, Inc.; and,
2. Approve the final contract amount with Los Angeles Engineering, Inc. for the construction of the Project in the amount of \$5,867,421 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the Senior Deputy City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar/Recorder; and,
5. Authorize the City Manager to release the retention payment due to Los Angeles Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

10. ADOPT RESOLUTION NO. 24-33 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-33 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

11. ADOPT RESOLUTION NO. 24-32 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-32 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm; and
2. Review the draft engineer's report and comment prior to acceptance; and
3. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

12. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ENGINEERING SERVICES FOR THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for the Plaza Drive Pavement Rehabilitation Project for a not-to-exceed amount of \$109,782; and

2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$109,782 in Account No. 215-30-330-6040.96 (Proposition C, Public Works, Engineering, Contract Services Engineering Design Service); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

Councilmember Torres expressed concern over the impact of utilities as the project is being built.

Director Roldan expressed the same concern and further stated that the City received funding from Metro, and the funds must be used by 2026. The project timeline is behind, and staff will work with the contractor and consultants to speed up the project and address concerns.

Mayor Peralta encouraged staff to work closely with the utility companies. She added that the City of Chino has already been working with its utility companies, sharing upcoming projects to facilitate better scheduling for the City and utilities.

Councilmember Torres motioned to approve the item with the recommendation that staff works closely with the utility companies similar to the City of Chino, seconded by Mayor Pro Tem Melenz, and the motion passed unanimously.

13. ADOPT RESOLUTION NO. 24-37 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY CALIFORNIA MUSEUM GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-37 authorizing the submission of an application for the State of California's Natural Resource Agency California Museum Grant Program; and
2. Authorize the City Manager and/or designee to conduct all negotiations and execute and submit documents necessary for the completion of awarded projects; and
3. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

14. TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file Quarterly Treasure Report for the quarter ending March 31, 2024 (Third Quarter of Fiscal Year 2023-24) and,
2. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

15. FISCAL YEAR 2024-25 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

1. Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2024-25; and
2. Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override; and
4. Take such additional, related action that may be desirable.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

16. APPROVAL OF MINUTES: MAY 8, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-35 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 22, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-35 approving the Warrant Register dated May 22, 2024.

Councilmember Jimenez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Torres attended the California Contract Cities Association's 2024 Annual Municipal Seminar in Indian Wells and attended presentations on artificial intelligence, policing, and various other topics.

Mayor Pro Tem Melendez attended the California Contract Cities Association's 2024 Annual Municipal Seminar in Indian Wells. He also attended presentations on artificial intelligence and various other topics. He also attended ICSC Conference in Las Vegas and had the opportunity to meet with the Shops of Montebello and Adventist White Memorial.

Councilmember Tamayo attended the ICSC Conference and had the opportunity to meet with several owners to discuss opportunities for new shopping options for the residents.

Mayor Peralta attended the California Contract Cities Association's 2024 Annual Municipal Seminar in Indian Wells and attended a workshop on artificial intelligence. He also attended the ICSC Conference and met with several vendors, such as the Shops of Montebello, Kimco Mix, and the property owners of the Costco site.

COUNCIL/AGENCY ORALS

Announcements and reports for future agenda items.

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

- Scarlet Peralta, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 12, 2024, 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, May 19, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta wished Councilmember Tamayo and Director of Planning and Community Development Joseph Palombi a Happy Birthday.

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta, to adjourn the meeting at 8:58 p.m.

THE MINUTES OF MAY 22, 2024 ARE HEREBY APPROVED AND ADOPTED ON THIS 12TH DAY OF JUNE 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- CITY OF MONTEBELLO FORECASTED AGENDA



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/22/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

(Optional)

ADDRESS: in file _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/22/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anna Jurado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____



PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☒ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: May 22, 24 **TIME RECEIVED:** 6PM

SPEAKER'S FULL NAME: Fabien Hatier, Krista Torre, Valerie Estrella, Jaden Ortega **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Park Safety

MEETING DATE: 5/22/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Schurr High School Yitzel Gutierrez

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5-22-24 **TIME RECEIVED:** 604m

SPEAKER'S FULL NAME: Joseph Sanchez **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Montebello Park

MEETING DATE: 5/22/24 **TIME RECEIVED:** 6:04

SPEAKER'S FULL NAME: Lorraine Quiñones **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: Cruising is not a Crime

NOTES: 501(3)(C) AB436

ACCOMMODATIONS: NA

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: montebello park

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Vicente Quinones

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: montebello community

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No.

8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

5/22/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Linda Nicklas

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/22/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tomayo **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Paul Hunsado **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: N/A (Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5/22/24 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Camilla Chan **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: Girl Scouts

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO.

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Dog Park / Tree's / ~~Saner~~
 Speed / Traffic

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Susan Karapetian

PHONE:



(Optional)

ADDRESS:



(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

1

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

RAUL HURTADO

PHONE:

(Optional)

ADDRESS:

(Optional)

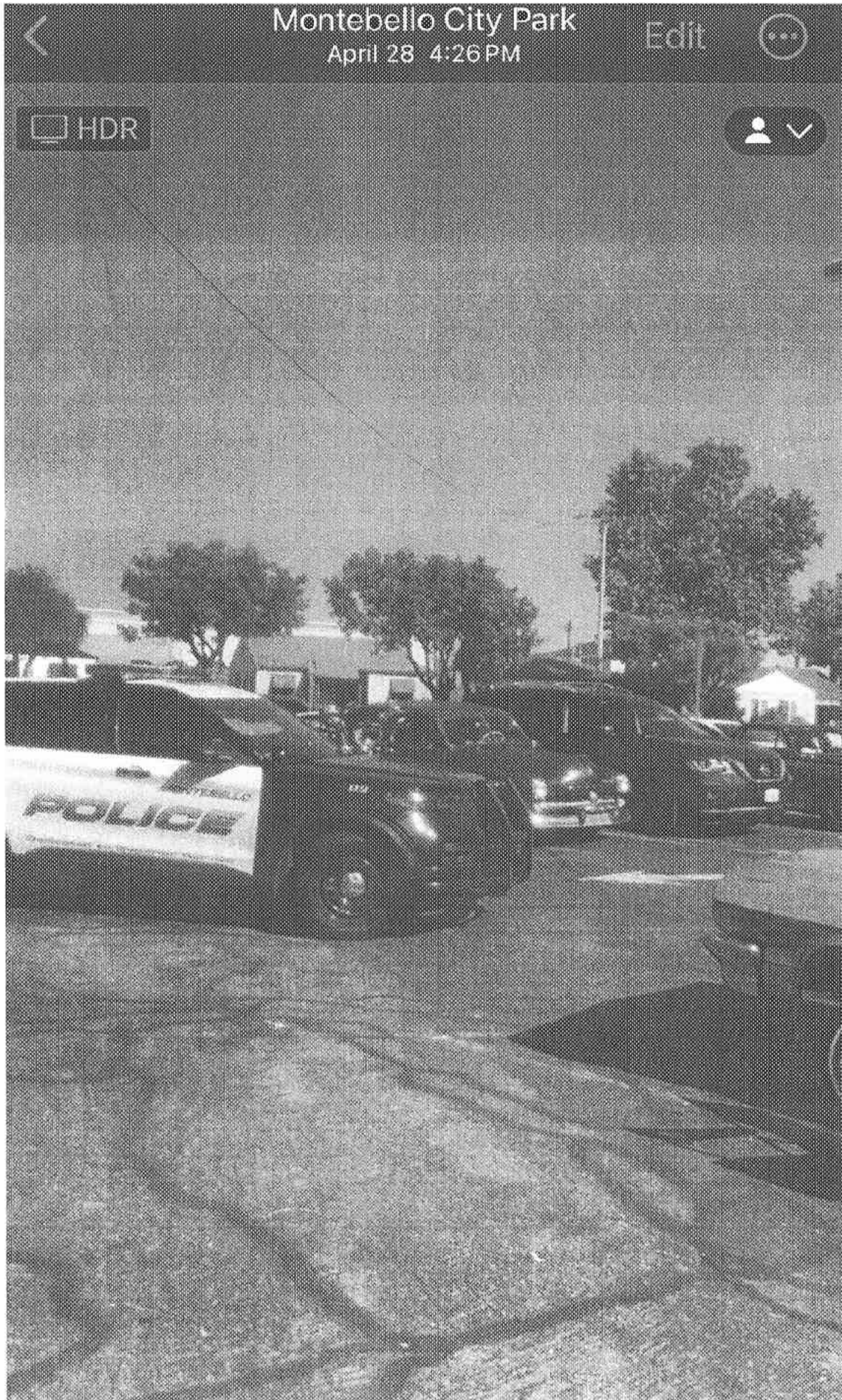
ORGANIZATION REPRESENTED:

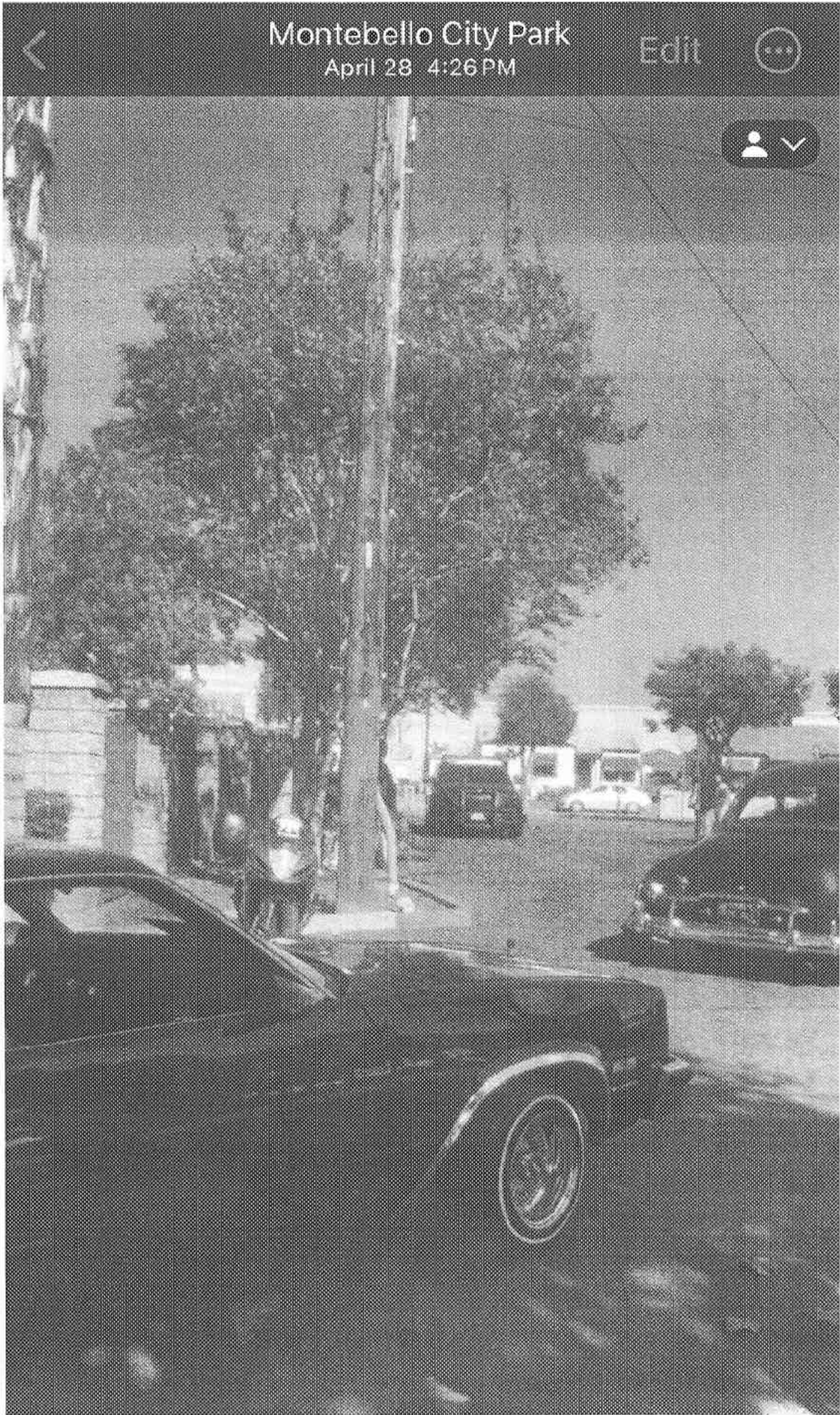
NOTES:

ACCOMMODATIONS:

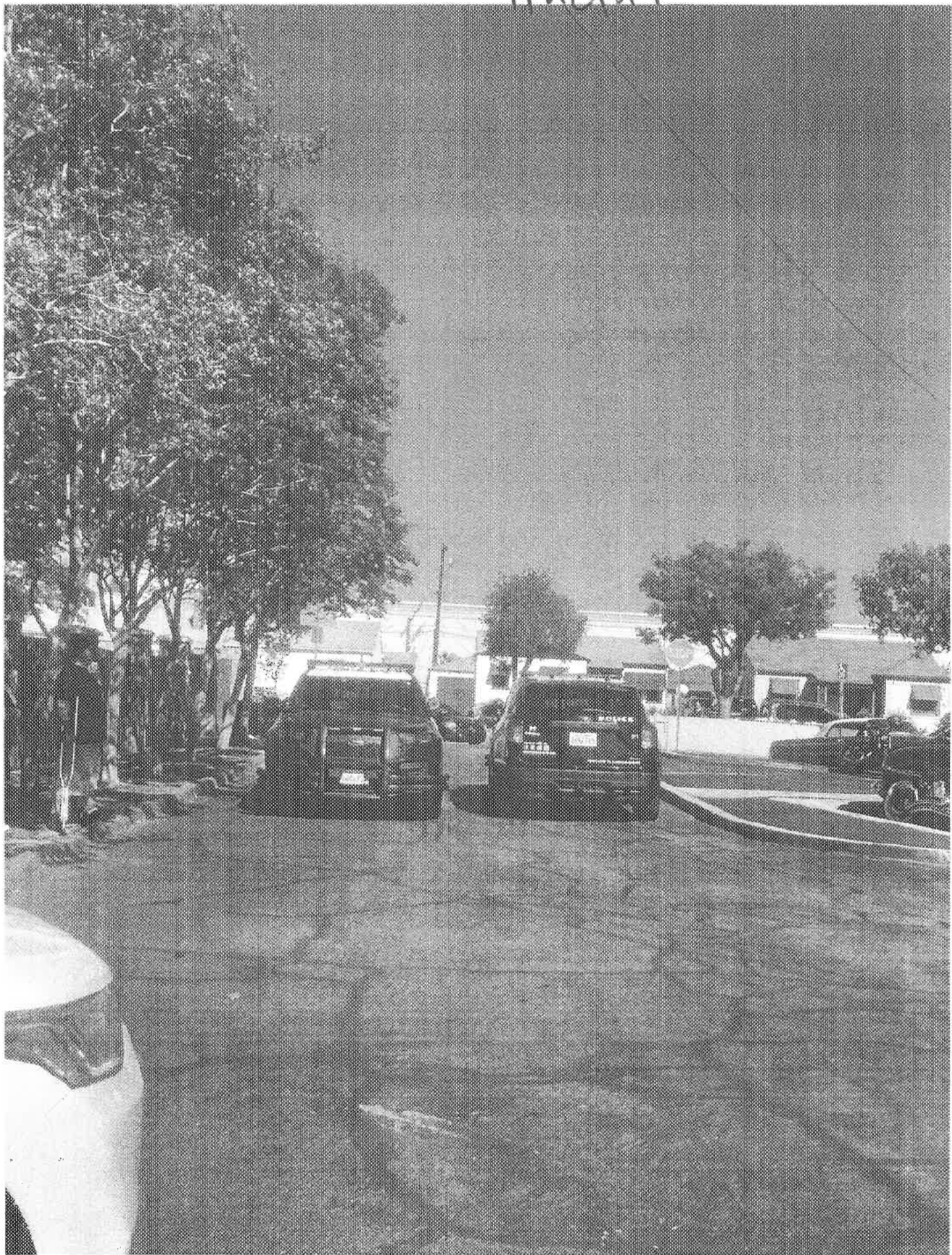
TRANSLATION NEEDED: No ☐ Yes ☐ Language:

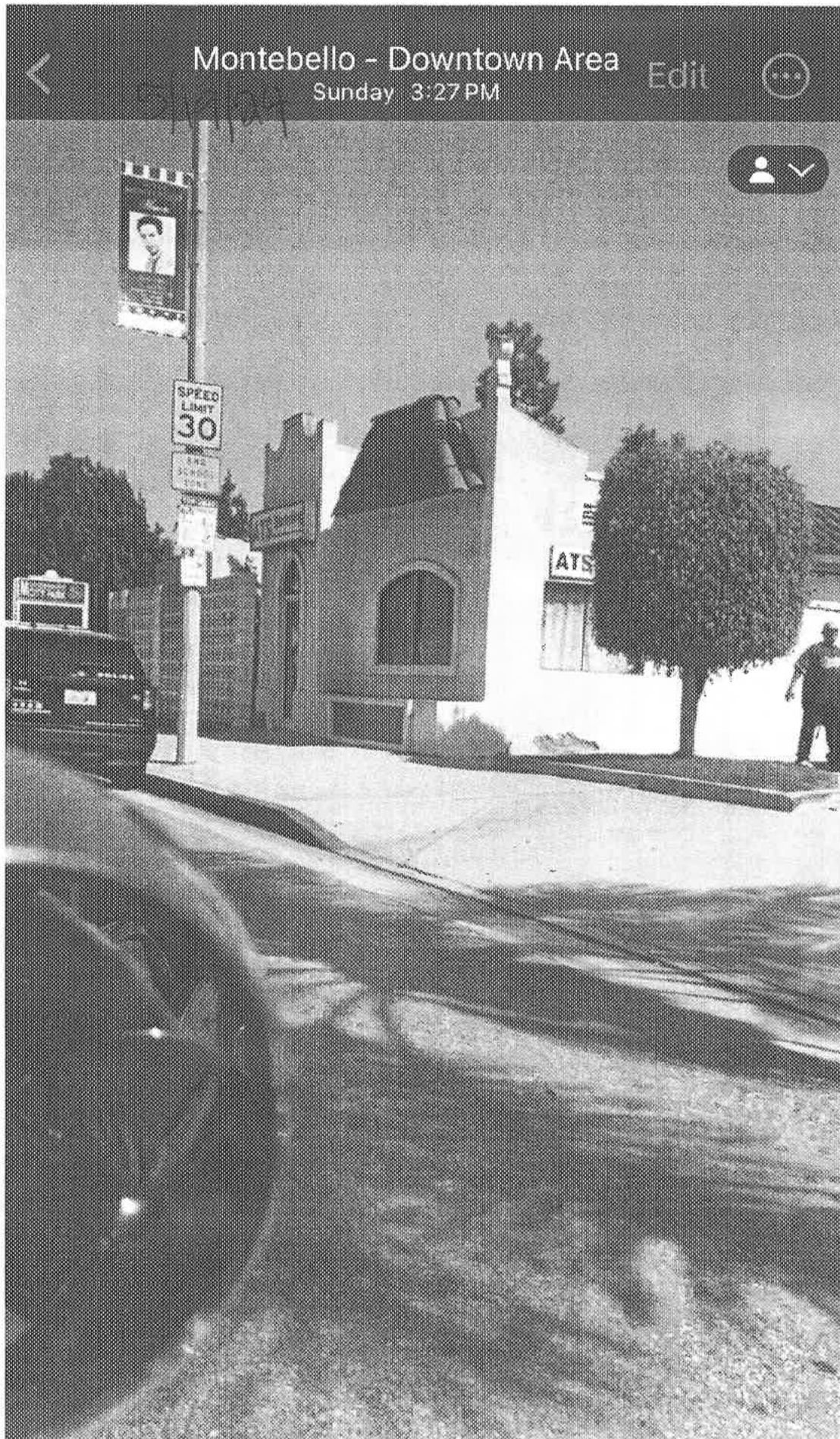
RECEIVED BY STAFF:

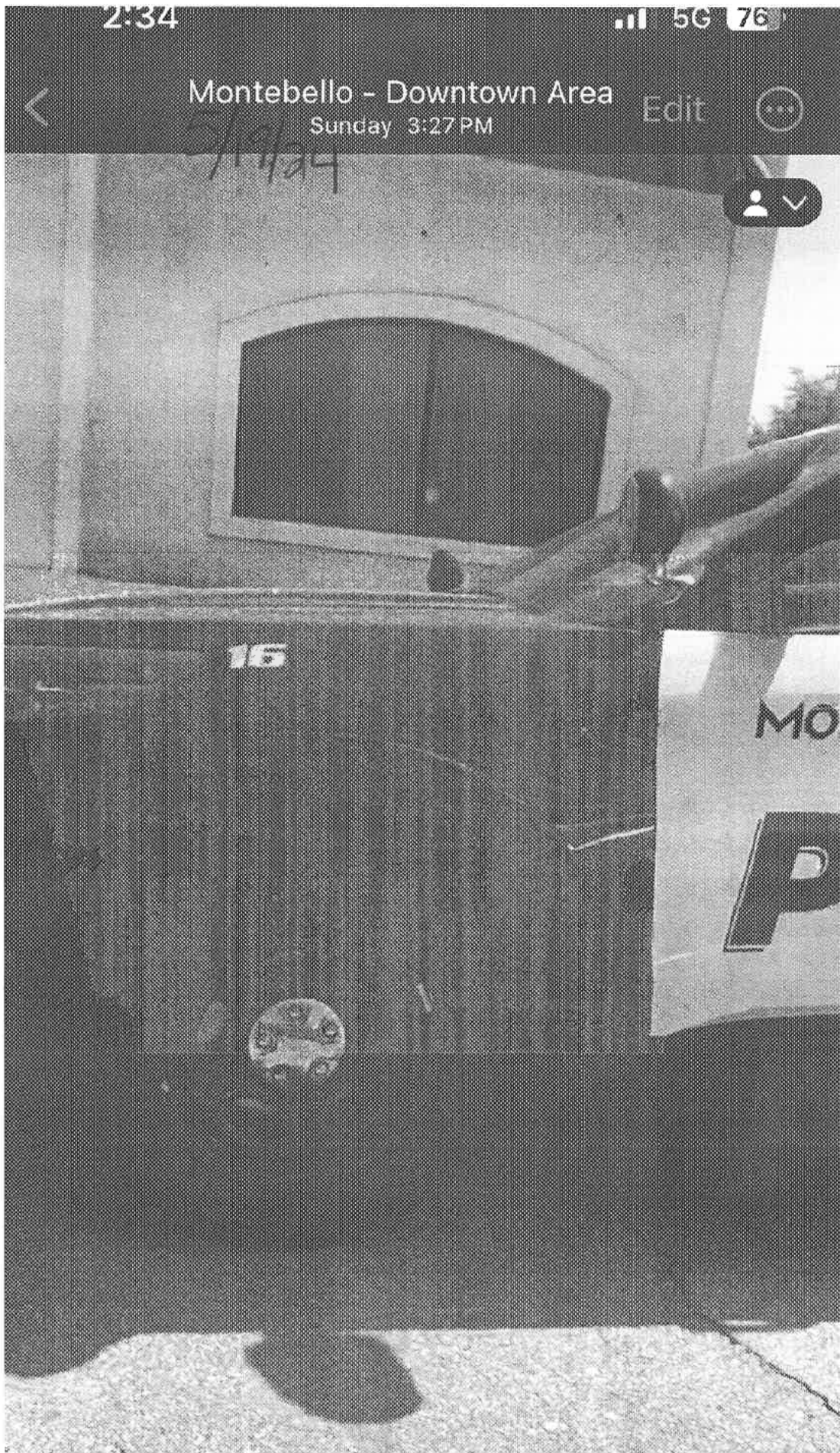




4/28/24

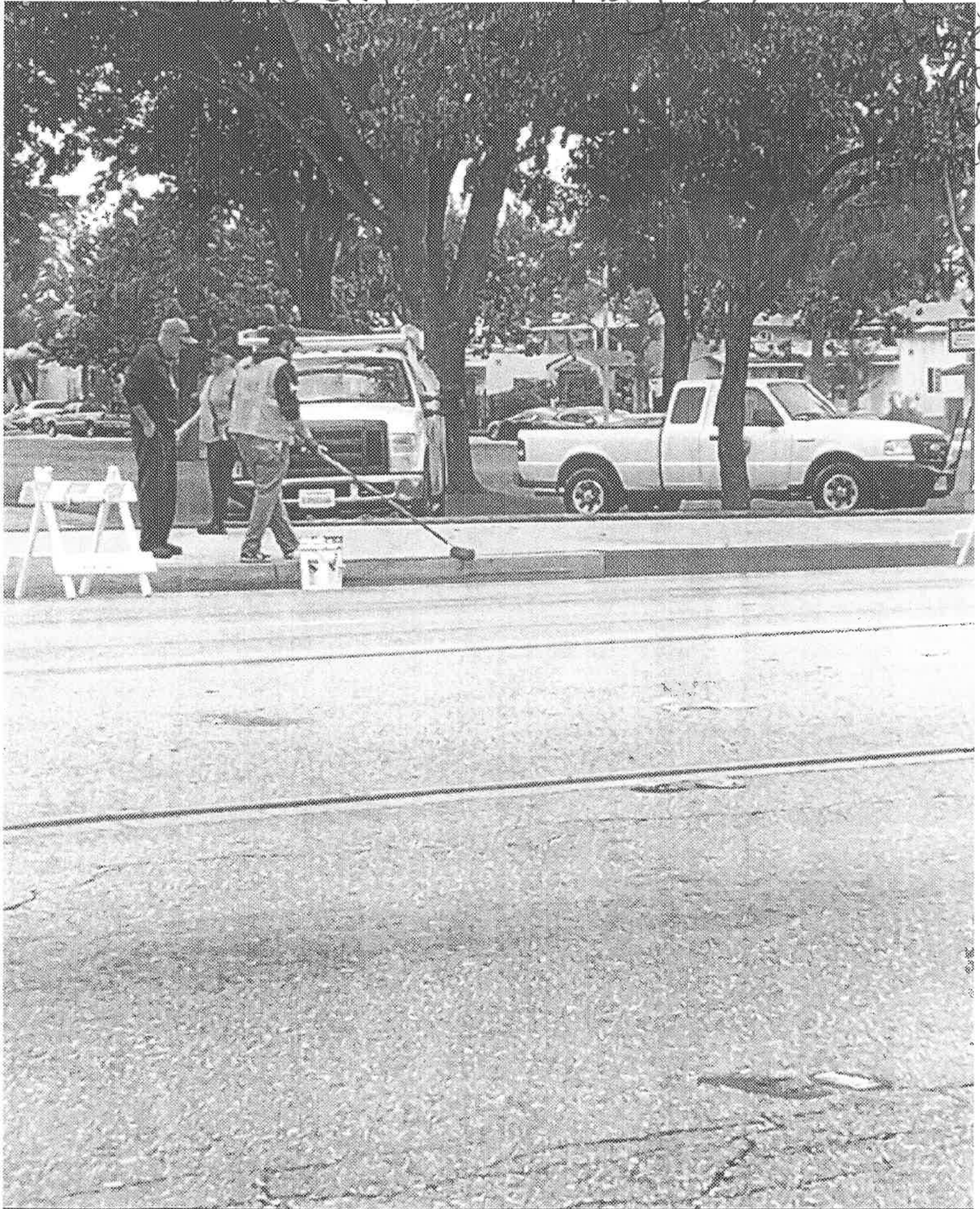




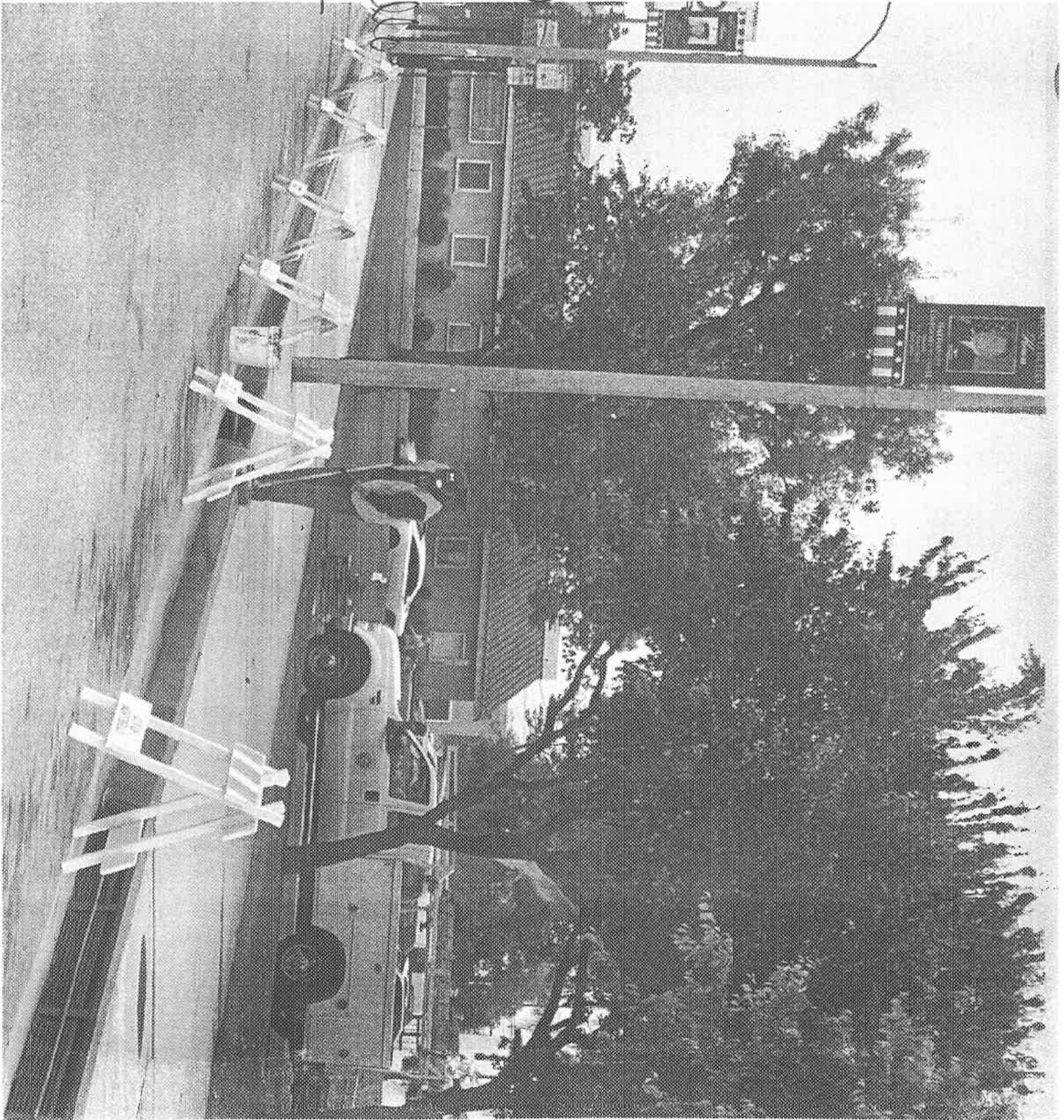


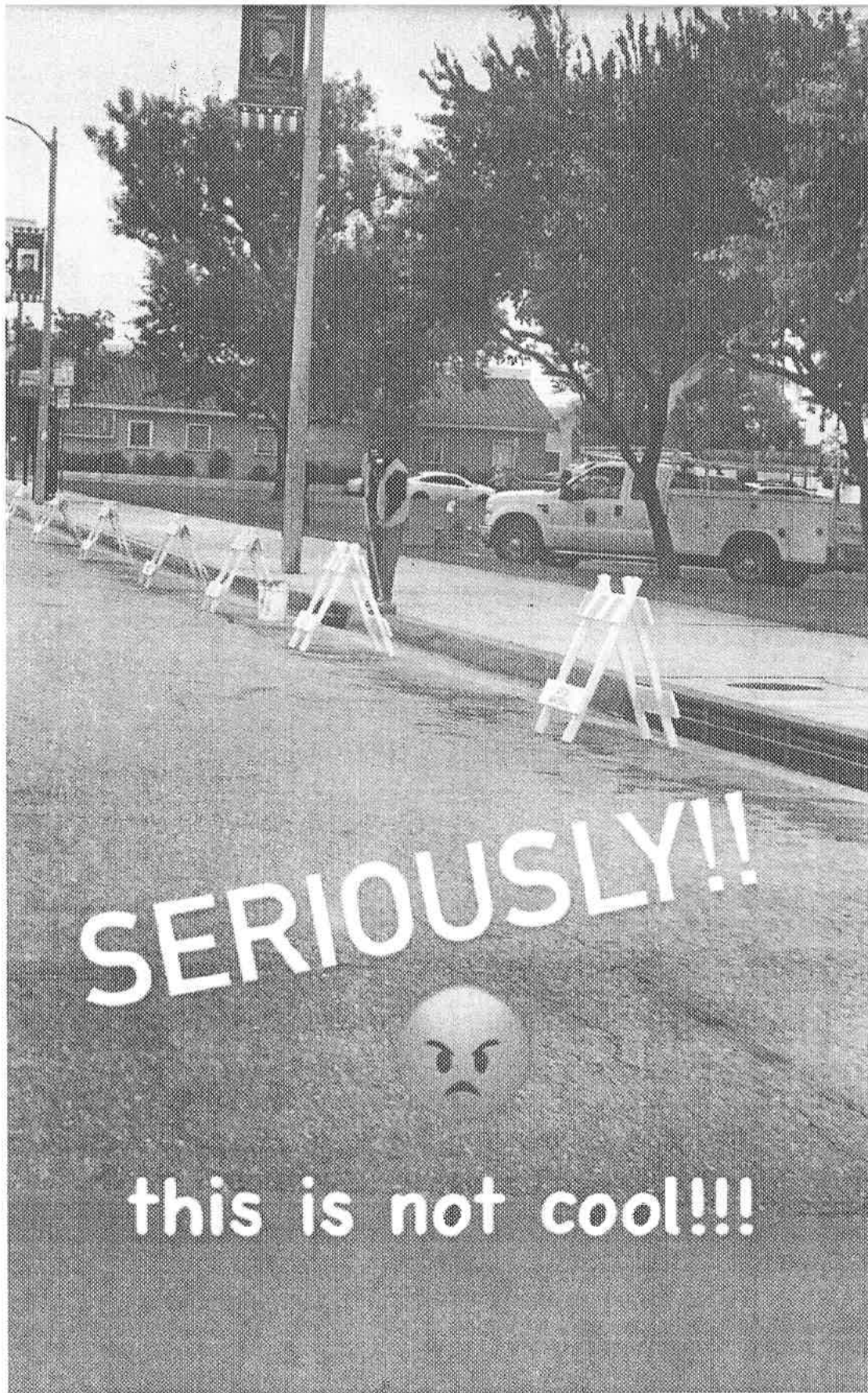
Montebello Park

May 3rd, 2024 (Friday)



Fiddling
May 2024
Cinco de
Mayo
Montebello
Park





Montebello Park 5/3/24



Mayor David Torres, City of Montebello · Follow

Top contributor

Hi Jenny thanks for the question. This is a short term measure while the city figures out how to accommodate the growing use of our parks by clubs and individuals after cruising was legalized in January 2024. The city needs to assess how we can keep our parks open for the enjoyment for car clubs while also ensuring the general public and public services can also access these spaces.

The red curb specifically is due to Whittier blockages that occurred over the weekend affecting traffic and public transit.

I am in favor of, and advocating on behalf of, car clubs in a way that Montebello embraces our Whittier Blvd. heritage and Cali car culture. I also want to make sure our parks are open and in pristine condition for residents that use it and neighbors that live nearby.

Councilmember David Torres
Facebook response

May 22, 2024

Good evening

Linda Nicklas Co-Founder of MATCH90640 address on file.

This evening, I am directing my comment to Councilwoman Tamayo. At the last meeting, a substation for the Police Department in the Southern part of the city was discussed. The mayor instead said a dog park was more important than the safety of residents in the south section of our city.

We ask you, Ms. Tamayo, to vote for your residents' safety even if they are not in District One.

With the rise in crime, please vote for a substation to prove to the residents you're not just a paid yes vote.

My question to you, Scarlet, is why Henry Acuna Park for the dog park?

Why not at the city park on Whittier Blvd., as it's more accessible to more residents?

Why in the north part of the city, don't you think residents in the south also have dogs?

I'm sure if residents are asked which they'd rather have a dog park or Police substation in the south, hands down the safety of having a substation would win out.

I would ask the City Manager to notify all five council members of the allowed travel expenses voted on by a previous council, limiting the amount of travel costs to \$3,500.00 per year.

Scarlet, you wasted over \$7,000.00 going on the mayor's conference in Washington D.C. which is for elected mayors. Montebello does not elect its mayors, it's a rotation system.

Last year Torres wasted over \$9,000.00 for a conference he did not belong to either.

So, unless you plan to pay for any future conferences such as Las Vegas, you would be breaking the law voted in regarding travel limits. Scarlet, you've spent way over the limit, double the allowed amount.

Thank you.



Help us build Montebello's first dog park!

The new dog park would be located at an underutilized area at Acuña Park. The area is approximately 0.75 acres near the center of the park adjacent to an existing playground and picnic areas.

Join Our Community Meeting!

The City of Montebello is preparing to build a dog park in Acuña Park and we want your input on the design.

Join us to learn the latest plans and let us know what you and your furry friend would like to see!

Thursday, May 23, 2024 | 6 - 7:30 PM

Acuña Park Community Room

1700 W Victoria Ave, Montebello, CA 90640

Simultaneous Spanish interpretation will be provided.



ACUÑA PARK DOG PARK

Over the past few years, growing desire for dog parks has been identified through public outreach and community surveys. The Acuña Park Dog Park would be the City of Montebello's first dog park and provide an enclosed area for dogs to exercise, socialize and play off-leash under the supervision of their owners.

Construction for the park is planned to begin in summer 2024 and be completed in October.



Lincoln Ave



Montebello Police Department

Montebello Library

Stay Connected

For more information, please contact the Recreation and Community Services Department at (323) 887-4540 or via email at ParksServices@montebellocal.gov.



ITEM # 20

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-38 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JUNE 12, 2024**

RESOLUTION NO. 24-38

**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.1574, consisting of 10 pages, and including:

Warrant No.

General: Check No. 603447 through 603625
ACH No. 6341 through 6471
Successor Agency: Check No. 1518 through 1518

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 12th DAY OF JUNE 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-38

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-38 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 12th day of June 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6341	05/16/2024	\$7,952,235.11	INTEREST EXPENSE	17870	THE BANK OF NEW YORK MELLON
6342	05/16/2024	\$2,527.00	TRAINING	3163	BANK OF AMERICA
6343	05/16/2024	\$4,498.09	TRAINING	3163	BANK OF AMERICA
6344	05/16/2024	\$71.95	SUPPLIES	3163	BANK OF AMERICA
6345	05/16/2024	\$1,475.64	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6346	05/16/2024	\$186.16	SUPPLIES	3163	BANK OF AMERICA
6347	05/16/2024	\$3,415.22	SUPPLIES	3163	BANK OF AMERICA
6348	05/16/2024	\$44.69	SUPPLIES	3163	BANK OF AMERICA
6349	05/16/2024	\$1,080.08	SUPPLIES	3163	BANK OF AMERICA
6350	05/16/2024	\$456.84	SUPPLIES	3163	BANK OF AMERICA
6351	05/16/2024	\$605.80	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6352	05/16/2024	\$464.54	SUPPLIES	3163	BANK OF AMERICA
6353	05/16/2024	\$728.89	SUPPLIES	3163	BANK OF AMERICA
6354	05/16/2024	\$31.79	SUPPLIES	3163	BANK OF AMERICA
6355	05/16/2024	\$2,027.28	SUPPLIES	3163	BANK OF AMERICA
6356	05/16/2024	\$293.40	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6357	05/16/2024	\$1,396.48	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
6358	05/16/2024	\$1,009.82	SUPPLIES	3163	BANK OF AMERICA
6359	05/16/2024	\$1,749.40	SUPPLIES	3163	BANK OF AMERICA
6360	05/16/2024	\$528,322.16	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
6361	05/16/2024	\$3,810.00	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
6362	05/16/2024	\$6,774.76	MACHINERY & EQUIPMENTS	423	AIR EXCHANGE INC
6363	05/16/2024	\$550,000.00	COMMISSION	4536	AMALGAMATED ACME CORP
6364	05/16/2024	\$4,448.84	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6365	05/16/2024	\$3,406.59	SUPPLIES	62880	AMERICAN MARKER
6366	05/16/2024	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
6367	05/16/2024	\$80.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
6368	05/16/2024	\$39,099.33	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6369	05/16/2024	\$27,299.91	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
6370	05/16/2024	\$1,690.21	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
6371	05/16/2024	\$68.00	CONTRACT SERVICES	23660	DAIOHS USA
6372	05/16/2024	\$1,890.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
6373	05/16/2024	\$80.00	CARPPOOL INCENTIVE	3706	ALEX GILLMAN



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6374	05/16/2024	\$40.00	CARPOOL INCENTIVE	2533	LAURENCE GONG
6375	05/16/2024	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
6376	05/16/2024	\$1,255.03	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
6377	05/16/2024	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
6378	05/16/2024	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
6379	05/16/2024	\$405.24	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6380	05/16/2024	\$17,580.56	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
6381	05/16/2024	\$40.00	CARPOOL INCENTIVE	2704	JACQUELINE LEON
6382	05/16/2024	\$700.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
6383	05/16/2024	\$495.76	BUILDING IMPROVEMENTS	3489	MARK THOMAS & COMPANY INC
6384	05/16/2024	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
6385	05/16/2024	\$231.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6386	05/16/2024	\$90,611.80	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6387	05/16/2024	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
6388	05/16/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
6389	05/16/2024	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
6390	05/16/2024	\$875.00	SUPPLIES	2795	DAVID PARK
6391	05/16/2024	\$714,510.28	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
6392	05/16/2024	\$30.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
6393	05/16/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
6394	05/16/2024	\$73.13	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
6395	05/16/2024	\$3,552.04	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
6396	05/16/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
6397	05/16/2024	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
6398	05/16/2024	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
6399	05/16/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
6400	05/16/2024	\$7,221.22	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6401	05/16/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
6402	05/16/2024	\$40.00	CARPOOL INCENTIVE	4386	NAM TRAN
6403	05/16/2024	\$217.88	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
6404	05/16/2024	\$1,762.89	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
6405	05/23/2024	\$578.31	FUEL	3163	BANK OF AMERICA
6406	05/23/2024	\$119.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6407	05/23/2024	\$100.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6408	05/23/2024	\$392.79	SUPPLIES	3163	BANK OF AMERICA
6409	05/23/2024	\$740.16	SUPPLIES	3163	BANK OF AMERICA
6410	05/23/2024	\$1,655.07	SUPPLIES	3163	BANK OF AMERICA
6411	05/23/2024	\$1,896.45	FUEL	3163	BANK OF AMERICA
6412	05/23/2024	\$762.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6413	05/23/2024	\$5,560.43	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6414	05/23/2024	\$913.97	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6415	05/23/2024	\$1,441.64	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
6416	05/23/2024	\$12,648.90	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
6417	05/23/2024	\$6,014.73	CONTRACT SERVICES	371	FLO-SERVICES INC
6418	05/23/2024	\$300.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
6419	05/23/2024	\$1,240.67	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
6420	05/23/2024	\$6,397.69	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6421	05/23/2024	\$34,914.20	CONTRACT SERVICES	2793	IBE DIGITAL
6422	05/23/2024	\$6,739.58	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6423	05/23/2024	\$600.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
6424	05/23/2024	\$46,935.22	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6425	05/23/2024	\$86,696.72	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6426	05/23/2024	\$116.28	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
6427	05/23/2024	\$46,818.02	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6428	05/23/2024	\$3,386.00	MACHINERY & EQUIPMENTS	3144	PRODUCTIVE PARKS LLC
6429	05/23/2024	\$1,605.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6430	05/23/2024	\$2,158.60	SUPPLIES	1120	BLUETRITON BRANDS INC
6431	05/23/2024	\$924.06	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
6432	05/23/2024	\$2,282.91	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6433	05/23/2024	\$1,144.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
6434	05/23/2024	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
6435	05/23/2024	\$13,538.44	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
6436	05/23/2024	\$708.08	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6437	05/30/2024	\$1,204.17	SUPPLIES	3163	BANK OF AMERICA
6438	05/30/2024	\$1,062.16	SUPPLIES	3163	BANK OF AMERICA
6439	05/30/2024	\$118.47	SUPPLIES	3163	BANK OF AMERICA
6440	05/30/2024	\$3,073.98	SUPPLIES	3163	BANK OF AMERICA
6441	05/30/2024	\$573.71	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6442	05/30/2024	\$12.24	SUPPLIES	3163	BANK OF AMERICA
6443	05/30/2024	\$143.41	SUPPLIES	3163	BANK OF AMERICA
6444	05/30/2024	\$1,545.50	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6445	05/30/2024	\$4,690.08	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6446	05/30/2024	\$3,376.96	SUPPLIES	3163	BANK OF AMERICA
6447	05/30/2024	\$498.28	SUPPLIES	3163	BANK OF AMERICA
6448	05/30/2024	\$72.94	FUEL	3163	BANK OF AMERICA
6449	05/30/2024	\$454.27	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6450	05/30/2024	\$419.58	SUPPLIES	3163	BANK OF AMERICA
6451	05/30/2024	\$2,633.46	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6452	05/30/2024	\$431.93	SUPPLIES	3163	BANK OF AMERICA
6453	05/30/2024	\$7,055.78	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6454	05/30/2024	\$1,525.52	SUPPLIES	3163	BANK OF AMERICA
6455	05/30/2024	\$1,392.13	SUPPLIES	3163	BANK OF AMERICA
6456	05/30/2024	\$388.20	SUPPLIES	3163	BANK OF AMERICA
6457	05/30/2024	\$120.20	SUPPLIES	3163	BANK OF AMERICA
6458	05/30/2024	\$80.30	SUPPLIES	3163	BANK OF AMERICA
6459	05/30/2024	\$3,920.58	SUPPLIES	3163	BANK OF AMERICA
6460	05/30/2024	\$4,996.14	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
6461	05/30/2024	\$66,178.57	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
6462	05/30/2024	\$6,471.26	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
6463	05/30/2024	\$559.11	SUPPLIES	70920	DECALS BY DESIGN INC
6464	05/30/2024	\$34,589.83	FUEL INVENTORY	962	MO DION & SONS INC
6465	05/30/2024	\$1,147.04	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
6466	05/30/2024	\$3,607.58	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6467	05/30/2024	\$835.14	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6468	05/30/2024	\$5,752.74	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6469	05/30/2024	\$6,612.97	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
6470	05/30/2024	\$233.24	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6471	05/30/2024	\$893.44	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
	ACH TOTAL	\$10,438,606.75			
603447	05/16/2024	\$2,142.48	SUPPLIES	31600	4 IMPRINT
603448	05/16/2024	\$3,916.00	CONTRACT SERVICES	3824	AAA RENTS AND EVENTS INC



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603449	05/16/2024	\$59.03	UTILITY SERVICES	1732	AT&T CORP
603450	05/16/2024	\$6,720.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
603451	05/16/2024	\$2,190.79	UTILITY SERVICES	39550	AT&T
603452	05/16/2024	\$6,242.90	UTILITY SERVICES	39550	AT&T
603453	05/16/2024	\$12,300.00	CONTRACT SERVICES	3868	ATLANTIC STRATEGIES, LLC
603454	05/16/2024	\$495.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
603455	05/16/2024	\$1,820.00	CONTRACT SERVICES	4466	AUTOMATED CONTROLS INC
603456	05/16/2024	\$259.29	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603457	05/16/2024	\$800.00	GENERAL GOVERNMENT	1614	SARA AYALA
603458	05/16/2024	\$40.00	CARPPOOL INCENTIVE	3980	RICHARD BOUT
603459	05/16/2024	\$357.30	PERMITS AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
603460	05/16/2024	\$696.00	CONTRACT SERVICES	40850	MARIA E CASAS
603461	05/16/2024	\$95.00	GENERAL GOVERNMENT	4540	JANETTE CASTILLO
603462	05/16/2024	\$244.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603463	05/16/2024	\$937.05	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603464	05/16/2024	\$759.62	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603465	05/16/2024	\$12,176.09	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
603466	05/16/2024	\$8,790.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
603467	05/16/2024	\$450.00	CONTRACT SERVICES	3607	MARCO TULIO CONTRERAS
603468	05/16/2024	\$400.00	CONTRACT SERVICES	2759	D F POLYGRAPH
603469	05/16/2024	\$1,466.80	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
603470	05/16/2024	\$2,880.00	VEHICLE MAINTENANCE/EXPENSES	3823	EUROFINS TESTOIL, INC.
603471	05/16/2024	\$26.91	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
603472	05/16/2024	\$220.72	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603473	05/16/2024	\$5,954.29	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
603474	05/16/2024	\$683.73	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
603475	05/16/2024	\$80.00	GENERAL GOVERNMENT	4541	YOJAIIRA GONZALEZ
603476	05/16/2024	\$40.00	CARPPOOL INCENTIVE	3681	LIZETTE GUERRERO
603477	05/16/2024	\$250.00	GENERAL GOVERNMENT	4543	BETTY GUTIERREZ
603478	05/16/2024	\$315.36	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
603479	05/16/2024	\$3,150.00	CONTRACT SERVICES	4095	KIMBERLY ANN TURNER CONSULTING SERVICES
603480	05/16/2024	\$13,665.50	CONTRACT SERVICES	3716	KOA CORPORATION
603481	05/16/2024	\$40.00	CARPPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
603482	05/16/2024	\$110,939.46	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603483	05/16/2024	\$2,976.11	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
603484	05/16/2024	\$2,928.65	UNIFORM EXPENSE	4497	MANHATTAN STITCHING COMPANY INC
603485	05/16/2024	\$439.59	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
603486	05/16/2024	\$250.00	CONTRACT SERVICES	4547	XHAVIER MENDOZ
603487	05/16/2024	\$4,000.00	CONTRACT SERVICES	4455	MOFFATT & NICHOL
603488	05/16/2024	\$180.00	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603489	05/16/2024	\$85.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
603490	05/16/2024	\$1,363.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
603491	05/16/2024	\$2,891.34	SUPPLIES	15620	OFFICE DEPOT INC
603492	05/16/2024	\$200.00	CONTRACT SERVICES	2709	ERNEST PERALTA
603493	05/16/2024	\$15,000.00	BUILDING IMPROVEMENTS	3985	PRO CERAMIC TILE
603494	05/16/2024	\$211.77	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603495	05/16/2024	\$3,105.00	TRAINING	2459	OSAE ROMERO
603496	05/16/2024	\$3,094.69	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603497	05/16/2024	\$314.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
603498	05/16/2024	\$161.81	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
603499	05/16/2024	\$161.81	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
603500	05/16/2024	\$32,082.22	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603501	05/16/2024	\$1,406.37	CONTRACT SERVICES	3397	STERICYCLE INC
603502	05/16/2024	\$11,090.85	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603503	05/16/2024	\$3,500.00	CONTRACT SERVICES	12690	THE BRONSTEIN COMPANY INC
603504	05/16/2024	\$3,448.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603505	05/16/2024	\$50.00	TRAVEL & MEETINGS	2441	DAVID TORRES
603506	05/16/2024	\$2,223.96	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603507	05/16/2024	\$2,745.31	CONTRACT SERVICES	45120	ULINE INC
603508	05/16/2024	\$9,691.00	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603509	05/16/2024	\$2,716.97	UTILITY SERVICES	23610	VERIZON WIRELESS
603510	05/16/2024	\$250.00	GENERAL GOVERNMENT	4542	MARIA VERJAN
603511	05/16/2024	\$5,284.85	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
603512	05/16/2024	\$219.05	SUPPLIES	9470	W W GRAINGER INC
603513	05/16/2024	\$358.31	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
603514	05/16/2024	\$9,743.40	BUILDING IMPROVEMENTS	4372	WESTERN A/V
603515	05/16/2024	\$951.63	VEHICLE MAINTENANCE/EXPENSES	67320	WINZER
603516	05/16/2024	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603517	05/16/2024	\$7,815.50	CONTRACT SERVICES	3731	YUNEX LLC
603518	05/20/2024	\$80.00	GENERAL GOVERNMENT	4492	MARY COOK
603519	05/20/2024	\$1,125.00	EDUCATION REIMBURSEMENT	4477	TROY LE
603520	05/20/2024	\$200.00	TRAVEL & MEETINGS	3849	GARY T ROBINSON
603521	05/23/2024	\$5,678.23	PROMOTIONS	31600	4 IMPRINT
603522	05/23/2024	\$308.77	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
603523	05/23/2024	\$99,100.00	CONTRACT SERVICES	4423	AAA SUSPENDED CEILINGS INC
603524	05/23/2024	\$14,631.33	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
603525	05/23/2024	\$450.00	CONTRACT SERVICES	2853	ALTERNATIVE FUEL SOLUTIONS
603526	05/23/2024	\$377.54	UTILITY SERVICES	39550	AT&T
603527	05/23/2024	\$38.91	UTILITY SERVICES	39550	AT&T
603528	05/23/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
603529	05/23/2024	\$425.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
603530	05/23/2024	\$250.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
603531	05/23/2024	\$220.00	TRAINING	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFI
603532	05/23/2024	\$1,836.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
603533	05/23/2024	\$413.22	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603534	05/23/2024	\$13,799.40	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO
603535	05/23/2024	\$812.00	CONTRACT SERVICES	40850	MARIA E CASAS
603536	05/23/2024	\$5,945.71	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
603537	05/23/2024	\$3,132.48	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
603538	05/23/2024	\$379.81	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603539	05/23/2024	\$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
603540	05/23/2024	\$4,961.24	CONTRACT SERVICES	2941	CONVEYOR MANUFACTURING & SERVICE INC
603541	05/23/2024	\$75.00	CONTRACT SERVICES	8440	MARCO CUELLAR
603542	05/23/2024	\$1,167.85	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
603543	05/23/2024	\$222.23	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
603544	05/23/2024	\$1,461.13	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603545	05/23/2024	\$0.00	VOID	22400	FEDERAL EXPRESS CORPORATION
603546	05/23/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
603547	05/23/2024	\$4,111.85	UNIFORM EXPENSE	55650	GALLS LLC
603548	05/23/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
603549	05/23/2024	\$176.59	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS LLC
603550	05/23/2024	\$250.00	CONTRACT SERVICES	4066	LEONEL HERNANDEZ



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603551	05/23/2024	\$1,850.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
603552	05/23/2024	\$2,000.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
603553	05/23/2024	\$24,786.85	CONTRACT SERVICES	2539	JL GROUP LLC
603554	05/23/2024	\$2,519.88	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
603555	05/23/2024	\$19,689.00	CONTRACT SERVICES	3716	KOA CORPORATION
603556	05/23/2024	\$102.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
603557	05/23/2024	\$450.00	CONTRACT SERVICES	4056	MOBAR COFFEE CO.
603558	05/23/2024	\$911.64	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603559	05/23/2024	\$4,319.09	ACCOUNTS RECEIVABLE	8720	SCOTT MORTON
603560	05/23/2024	\$810.23	PERMITS AND FEES	2491	MOTION PICTURE LICENSING CORPORATION
603561	05/23/2024	\$125.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
603562	05/23/2024	\$1,102.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
603563	05/23/2024	\$50.91	SUPPLIES	15620	OFFICE DEPOT INC
603564	05/23/2024	\$3,300.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
603565	05/23/2024	\$8,502.17	CONTRACT SERVICES	4266	PARENT FAMILY ENGAGEMENT AND COMMUNITY SERV
603566	05/23/2024	\$243.92	RETIREMENT	42490	LINDA PAYAN
603567	05/23/2024	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
603568	05/23/2024	\$10,123.63	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
603569	05/23/2024	\$450.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
603570	05/23/2024	\$447.29	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603571	05/23/2024	\$924.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOC., INC.
603572	05/23/2024	\$2,110.01	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
603573	05/23/2024	\$60.00	GENERAL GOVERNMENT	4552	HECTOR RAMO
603574	05/23/2024	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
603575	05/23/2024	\$933.00	TRAINING	3448	SAVAGE TRAINING GROUP LLC
603576	05/23/2024	\$40.00	CONTRACT SERVICES	68000	JORGE SOTO
603577	05/23/2024	\$4,977.30	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603578	05/23/2024	\$4,756.75	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603579	05/23/2024	\$6,036.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
603580	05/23/2024	\$3,501.88	SUPPLIES	4069	SUPREME EVENT SERVICES
603581	05/23/2024	\$3,035.12	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603582	05/23/2024	\$5,449.25	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603583	05/23/2024	\$2,721.67	UTILITY SERVICES	72570	US TELEPACIFIC CORP
603584	05/23/2024	\$815.10	SUPPLIES	45120	ULINE INC



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603585	05/23/2024	\$9,136.28	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603586	05/23/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
603587	05/23/2024	\$5,928.62	UTILITY SERVICES	23610	VERIZON WIRELESS
603588	05/23/2024	\$7,071.75	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603589	05/23/2024	\$72.77	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
603590	05/23/2024	\$13,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC
603591	05/23/2024	\$8,400.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
603592	05/23/2024	\$101.74	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
603593	05/23/2024	\$95.68	MAIL/ POSTAL EXPENSE	75390	FEDERAL EXPRESS FREIGHT
603594	05/23/2024	\$3,679.21	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
603595	05/30/2024	\$20,176.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
603596	05/30/2024	\$424.59	FUEL	22520	HENRY AGUILAR JR
603597	05/30/2024	\$7,136.27	UTILITY SERVICES	39550	AT&T
603598	05/30/2024	\$58.63	UTILITY SERVICES	39550	AT&T
603599	05/30/2024	\$110.00	TRAINING	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFI
603600	05/30/2024	\$595.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
603601	05/30/2024	\$128.00	PARKS AND RECREATION	2297	MELLISA ESPIRITU
603602	05/30/2024	\$0.08	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
603603	05/30/2024	\$108,018.26	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
603604	05/30/2024	\$7,539.07	UNIFORM EXPENSE	55650	GALLS LLC
603605	05/30/2024	\$49.28	MAIL/ POSTAL EXPENSE	3167	GLS US
603606	05/30/2024	\$12,607.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
603607	05/30/2024	\$767.82	MAIL/ POSTAL EXPENSE	790	CITY OF MONTEBELLO PETTY CASH
603608	05/30/2024	\$4,063.58	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
603609	05/30/2024	\$166.40	SUPPLIES	15620	OFFICE DEPOT INC
603610	05/30/2024	\$7,710.55	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
603611	05/30/2024	\$128.23	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
603612	05/30/2024	\$891.24	CONTRACT SERVICES	43510	QUIET CANNON MONTEBELLO INC
603613	05/30/2024	\$456.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603614	05/30/2024	\$12,795.19	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603615	05/30/2024	\$7,947.20	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603616	05/30/2024	\$187.39	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
603617	05/30/2024	\$348.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
603618	05/30/2024	\$904.21	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC



City of Montebello
Register of Demands No. 1574
From Payment Date 05/10/24 - To Payment Date 05/30/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603619	05/30/2024	\$3,051.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
603620	05/30/2024	\$2,756.25	SUPPLIES	131	UNITED SITE SERVICES INC
603621	05/30/2024	\$1,958.50	UNIFORM EXPENSE	4464	US ARMOR CORPORATION
603622	05/30/2024	\$175.00	CONTRACT SERVICES	4265	TONY VELAZQUEZ
603623	05/30/2024	\$10,718.22	CONTRACT SERVICES	3731	YUNEX LLC
603624	05/30/2024	\$51,633.25	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
603625	05/30/2024	\$1,546.27	TRAINING	3507	MARK KIM
	CHECK TOTAL	<u>\$952,706.81</u>			
Successor Agency					
1518	05/13/2024	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	<u>\$2,255.00</u>			
	GRAND TOTAL	<u>\$11,393,568.56</u>			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - June

June 26th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Conference with Labor Negotiators	Closed Session	Admin	ACM Salazar
	Ashiya Montebello Students	Presentation	City Council	Mayor
	Citizen of the Month - Sylvia Takeyama	Presentation	Admin	CM/Attorney
	Engineer's Report for the Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District	Public Hearing	Public Works	Cesar Roldan
	Engineer's Report for the Annual Natasha Lane Landscape Assessment District	Public Hearing	Public Works	Cesar Roldan
	Refuse Rate Assessment	Public Hearing	Finance	Michael Solorza
	Development Agreement for a new off-premises digital display sign at 2601 Via Camp	Public Hearing	Planning	Joe P.
	Approve Professional Services Agreement No. XXXX for Placer.ai	Consent	Planning	Joe P.
	Request to Issue A Notice Inviting Bid HSIP Cycle 7 – CP 851	Consent	Public Works	Cesar Roldan
	Approve Amendment No. 5 to Agreement No. 3733 with LPM	Consent	Transit	John S.
	Approve Amendment with Transtech, Optibus, and Remix for Transit Analysis Scheduling Support	Consent	Transit	John S.
	Adopt Resolution No. 24-XX to Authorize Submission of an Application for FTA Grant	Consent	Transit	John S.
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.