

AMENDED



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, OCTOBER 22, 2025 AT 6:00 PM

TELECONFERENCE LOCATION
FOR COUNCILMEMBER PERLATA:
TRU BY HILTON LATHROP
161 EAST LOUISE AVENUE,
LATHROP, CA 95330

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

CITY COUNCIL

Salvador Melendez, Mayor
Georgina Tamayo, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Danielle Romero, 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 City Clerk Services
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Angelica Palmeros
Fernando Pelaez
Luis Lopez
Kimberly Guillen
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.montebellocal.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

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

PUBLIC COMMENTS:

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager
2. **CALIFORNIA STATE AUDIT UPDATE**
Government Code Section 54956.75
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiator: City Manager
Employee Organization: Montebello Executive Management Association
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
I. Navarro v. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ6773842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. **PINNING CEREMONY FOR FIREFIGHTER EDGAR RAMIREZ**
6. **WASHINGTON CORRIDOR TRANSIT-ORIENTED COMMUNITIES AND MULTIMODAL CONNECTIVITY SPECIFIC PLAN PROJECT**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to

the beginning of this statement; Public Hearing items do not require a speaker card.

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

7. **ADOPTION OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 03-24 (AGREEMENT NO. 4417) BETWEEN THE CITY OF MONTEBELLO AND ALTAMED HEALTH SERVICES CORPORATION IN CONNECTION WITH THE ESTABLISHMENT AND OPERATION OF A PRIVATE ART GALLERY WITHIN A COMMERCIAL UNIT IN THE MONTEBELLO TOWN SQUARE SHOPPING CENTER LOCATED AT 1401 NORTH MONTEBELLO BOULEVARD, MONTEBELLO, CALIFORNIA**

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2484 approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation in connection with the establishment and operation of a private art gallery located at 1401 North Montebello Boulevard, Montebello, CA 90640; and
2. Determine and Find that the project (ENV. No. 13-25) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption; and
3. Take such additional and/or related action that may be desirable.

REGULAR BUSINESS

8. **FISCAL YEAR 2025-26 FIRST QUARTER BUDGET REPORT**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2025-26 First Quarter Budget Report; and,
2. Amend the Compensation Plan and Table of Organization (Position Listing), Resolution No. 25-xx for certain Fire, Community Development and Finance Department classifications; and,
3. Amend the Master Position Control to reflect changes to the Table of Organization; and,
4. Approve new and updated Job Classifications for positions in Fire and Finance; and,
5. Take such additional, related action that may be desirable.

9. **AMEND THE FISCAL YEAR 2025-26 TRANSIT CAPITAL IMPROVEMENT PROGRAM FOR VARIOUS PROJECTS**

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Transportation Department (Transit) Capital Improvement Program (CIP) budget for Fiscal Year 2025-26, for a total amount of \$14,181,843 in the accounts and amounts as listed on Attachments A and B; and
2. Take such additional, related, action that may be desirable.

CONSENT CALENDAR

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

10. AMEND THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations in the various accounts and amounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional, related action that may be desirable.

11. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4419 TO TREE PEOPLE TO PRODUCE AN URBAN FORESTRY MANAGEMENT PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4419 to TreePeople, Inc. to produce an Urban Forest Management Plan, in the amount of \$597,500 payable from Cal Fire grant funds in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts); and
2. Authorize the City Manager to execute the professional services agreement; and
3. Take such additional, related action that may be desirable.

12. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4420 TO WEST COAST ARBORIST FOR INVENTORY OF THE CITY'S URBAN FOREST AND PURCHASE OF TREES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4420 to West Coast Arborists, Inc. to conduct an inventory of the City's urban forest in the not-to-exceed amount of \$186,000, with \$180,000 payable from reimbursable Cal Fire grant funds (Account No. 249-30-320-6040.10, Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts), and \$6,000 from Account No. 100-30-320-6040.10 (General Fund, Public Works, Trees, Contract Services Outside Contracts); and
2. Authorize the City Manager to execute the professional services agreement in good faith; and
3. Take such additional, related action that may be desirable.

13. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4421 TO HERRERA'S COATINGS RESTORATION FOR THE REFURBISHMENT OF PUBLIC RESTROOMS AT CHET HOLIFIELD, REGGIE RODRIGUEZ AND OTHER CITY PARK FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1. Find that it would be impractical, useless, or uneconomical for this project to follow the bidding procedures, and that the welfare of the public would be promoted by dispensing said procedures; and
2. By a four-fifths vote of the City Council, staff recommend authorizing the dispensing of a formal request for proposal (RFP) procedure and award a professional services agreement for the refurbishment of public restrooms at Chet Holifield, Reggie Rodriguez, and other City Park Facilities, in accordance with Montebello Municipal Code Chapter 3.21.025(C) -- Conformance with Bidding Procedures; and
3. Due to the vendor's familiarity, experience, intimate knowledge, and dealings with epoxy restoration of walls and floors in City facilities, award Professional Services Agreement No. 4421 to Herrera's Coatings Restoration for the amount of \$75,000; and
4. Authorize the City Manager to execute the professional services agreement; and
5. Take such additional, related action that may be desirable.

14. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3936 WITH A & A FLEET PAINTING, INC., TO PROVIDE VEHICLE PAINT AND BODY REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3936 with A & A Fleet Painting Inc. (A & A Fleet), for an additional one-year (1-year) term, to provide vehicle paint and body repair services; and
2. Authorize the City Manager to execute Amendment No. 2 on the City's behalf; and
3. Take such additional, related action that may be desirable.

15. APPROVE AGREEMENT NO. 4422 BETWEEN THE CITY OF MONTEBELLO AND BLINK NETWORK, LLC FOR THE INSTALLATION, OPERATION, MANAGEMENT AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Exclusive Electric Vehicle Charging Services Agreement No. 4422 with Blink Network, LLC for the installation, operation, management, and maintenance of the electric vehicle charging stations at City Hall; and
2. Authorize the City Manager to negotiate terms and execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

16. APPROVE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit a grant application through the California Department of Transportation (Caltrans), which administers the Community Cleanup and Employment Pathway Grants Program; and
2. Authorize the City Manager to execute all applicable documents in good faith; and
3. Take such additional, related action that may be desirable.

17. ELIMINATION OF CERTAIN FUNDED VACANT POSITIONS FOR FISCAL YEAR 2025-26 OPERATING BUDGET

RECOMMENDATION: It is recommended that the City Council:

1. Approve the elimination of certain funded vacant positions for Fiscal Year 2025-26; and
2. Approve the updated Master Position Control (Attachment A); and,
3. Take such additional, related action that may be desirable.

18. ADOPT A RESOLUTION DEFINING AND CONFIRMING CERTAIN POLICIES TO BE IMPLEMENTED RELATING TO MONTEBELLO MUNICIPAL CODE CHAPTER 5.90 - COMMERCIAL CANNABIS ACTIVITIES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-92 to confirm the City's intent to cease accepting applications from any new potential cannabis operators and to establish and implement policies consistent with the provisions of Chapter 5.90 - *Commercial Cannabis Activities* of the Montebello Municipal Code ("MMC"); and
2. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption; and
3. Take such additional and/or related action that may be desirable.

19. APPROVAL OF MINUTES: OCTOBER 8, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

20. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-90 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 22, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-90 approving the Warrant Register dated October 22, 2025.

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.

- **Ric Alonzo, Councilmember**
- **Danielle Romero, Councilmember**
- **Georgina Tamayo, Mayor Pro Tem**
- **Scarlet Peralta, Councilmember**
- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on November 12, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocity.gov> (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 19, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

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 # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: ADOPTION OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. 03-24 (AGREEMENT NO. 4417) BETWEEN THE CITY OF MONTEBELLO AND ALTAMED HEALTH SERVICES CORPORATION IN CONNECTION WITH THE ESTABLISHMENT AND OPERATION OF A PRIVATE ART GALLERY WITHIN A COMMERCIAL UNIT IN THE MONTEBELLO TOWN SQUARE SHOPPING CENTER LOCATED AT 1401 NORTH MONTEBELLO BOULEVARD, MONTEBELLO, CALIFORNIA

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2484 approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation in connection with the establishment and operation of a private art gallery located at 1401 North Montebello Boulevard, Montebello, CA 90640; and
2. Determine and Find that the project (ENV. No. 13-25) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption; and
3. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

Pursuant to the Development Agreement, the City will receive several public benefits that will provide new, one-time sources of General Fund revenue. These include:

- A one-time Development Agreement processing fee of \$20,000

- A one-time monetary contribution of \$200,000 from AltaMed Health Services Corporation (“AltaMed”)
- Participation by AltaMed in the City’s Art in Public Places Program
- Use of portions of the property by the City for arts, culture, and education events up to seven times per year

It is anticipated these funds will be received in the current fiscal year, which would increase General Fund revenue in Fiscal Year 2025-26. There are no anticipated ongoing costs to the City associated with these public benefits.

BACKGROUND/DISCUSSION:

The City of Montebello is considering a proposed Development Agreement with AltaMed Health Services Corporation in connection with a private art gallery project. Development Agreements are authorized under Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code, which allows cities and developers to enter into binding agreements that define development standards, project timing, and public benefits.

The purpose of this proposed Development Agreement is to establish the terms under which AltaMed will provide specific public benefits in connection with the private art gallery project. These public benefits are intended to support City services, infrastructure needs, and community programs, consistent with the City’s goals to enhance arts, culture, and educational opportunities

Key public benefits proposed under the Development Agreement include:

- A one-time Development Agreement processing fee of \$20,000
- A one-time monetary contribution of \$200,000 to the City’s General Fund
- Participation in the City’s Art in Public Places Program
- Allowing the City to use portions of the property for arts, culture, and educational events up to seven times per year

On May 11, 2020, AltaMed was issued a City business license for the purpose of operating an administrative business and professional office within a commercial unit in the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, CA 90040 in the City’s C-2-PD (General Commercial-Planned Development) zone.

On July 10, 2024, the AltaMed filed a Conditional Use Permit application for a proposed private art gallery at 1401 North Montebello Blvd. Pursuant to Appendix A - Index of Primary Uses of the Montebello Municipal Code, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) zone.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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On July 18, 2024, the Planning Division transmitted a deemed incomplete letter in connection with the initial submittal with an itemized list of information needed to complete the application.

On August 21, 2024, AltaMed resubmitted supplemental information along with the application (PC-2024-0012-CUP) for a Conditional Use Permit and Development Agreement to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of the Project Site, where the Applicant is currently operating its business and professional office.

On August 21, 2024, after review of the supplemental information provided, the Planning Division issued a deemed complete letter to the Applicant with the associated case numbers.

On October 7, 2025, the Planning Commission held a duly noticed public hearing and conditionally approved Conditional Use Permit No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery and associated accessory uses. Additionally, the Planning Commission recommended that City Council approve and execute Development Agreement No. 03-24 (Agreement No. 4417), in connection with Conditional Use Permit No. PC-2024-0012-CUP.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the proposed Ordinance approving Development Agreement No. 03-24 (Agreement No. 4417) qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Since the adoption of an Ordinance approving a Development Agreement does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

ANALYSIS:

The proposed project is located at 1401 North Montebello Boulevard, within a commercial tenant space in the Montebello Town Square shopping center, situated in the City's C-2-PD (General Commercial – Planned Development) zone. The project site is surrounded by other commercially zoned properties and uses to the north, east, and west, and is bordered by the Metro Heights residential development to the south. AltaMed currently occupies an approximately 105,000 square foot commercial unit within the shopping center. The entire Montebello Town Square site encompasses approximately 251,000 square feet.

The first floor of the tenant space measures approximately 75,000 square feet and is currently utilized for administrative office functions. The proposed art gallery and

accessory uses would be located on the second-floor mezzanine area, which measures approximately 30,000 square feet. For reference, Attachment C contains the conceptual plans for the proposed art gallery layout and design.

Conditional Use Permit

Through the CUP process, the City may consider special uses which may be essential or desirable to a particular community but are not allowed as a matter of right within a particular zoning district. Section 17.70.010 of the Montebello Municipal Code (“MMC”) states that the purpose of a conditional use permit is to allow proper integration of uses into the community which may only be suitable in specific locations, or only if such uses are designed and constructed in a particular manner on the site, and under certain conditions. In this case, the applicant is proposing to convert an existing second floor mezzanine within a commercial unit to develop and operate a private art gallery. Pursuant to Appendix A - Index of Primary Uses of the MMC, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) zoning district.

According to the project submittal, the applicant is proposing to convert approximately 15,668 square feet of the second-floor mezzanine into an art gallery and associated accessory uses. The proposed second-floor layout includes approximately 3,302 square feet of art gallery space, 5,683 square feet of storage, 2,484 square feet of administrative offices, and 4,199 square feet of circulation area.

In addition to the interior improvements, the proposal includes several site modifications such as the construction of a new trash enclosure, installation of one Americans with Disabilities Act (ADA)-accessible parking space, construction of an entrance canopy, and installation of a wheelchair lift at the existing loading dock.

The gallery is proposed to operate Monday through Friday, from 8:00 a.m. to 6:00 p.m., with the potential to host events outside of regular hours on various days of the week.

Pursuant to Resolution No. 14-25, the Planning Commission determined that findings exist to support the approval of Conditional Use Permit No. PC-2024-0012-CUP, which allows the establishment and operation of a private art gallery within the City’s C-2 Zone. The proposed use is compatible with surrounding land uses and is consistent with the intent of both the City’s Zoning Ordinance and General Plan. Additionally, the project would not adversely affect or compromise the integrity and character of the C-2 Zone.

Pursuant to Section 17.70.070 of the MMC, before any CUP shall be granted, the following findings must be made:

- A. ***That the site for the proposed use is adequate in size and shape;*** The subject site is physically suitable for the operation of an art gallery. The project does not propose any structural alterations to the existing tenant space, nor does it include any increase in floor area to accommodate the new use. Additionally, the existing

parking lot within the Montebello Town Square shopping center provides sufficient parking to meet the City's parking requirements for the proposed use.

- B. ***That the site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;*** The Subject Site was originally occupied by a major department store with an extensive customer base and operating hours spanning seven days a week, from morning to late evening. This high customer demand required adequate access to accommodate the resulting traffic. Access to surrounding streets and highways has not changed, and sufficient provisions for public access to the subject property remain in place, with the Project Site currently accessed from Montebello Boulevard. No changes to site access are proposed as part of the proposed Project, and existing access arrangements will remain unchanged. The traffic generated by the proposed use is not expected to be significant and it is anticipated to be comparable to that generated by existing businesses within the surrounding area.
- C. ***That the proposed use will not have an adverse effect upon adjacent or abutting properties;*** The proposed Project is located within the C-2 (General Commercial) zone and is primarily surrounded by other commercial uses. As such, it is unlikely that the proposed use will have an adverse effect on adjacent or abutting properties. While the Metro Heights residential development is located to the south of the project site, it is separated by Montebello Boulevard, which serves as a physical and functional buffer between the two uses.
- D. ***That the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located. Put another way, the finding must be made that the proposed use will meet the general purpose and intent of the Zoning Code and will be consistent with the purpose and intent of the General Plan and any applicable specific plan.*** The proposed use is consistent with the objectives, policies, land use designations, and programs outlined in the City of Montebello General Plan. Specifically, the project supports General Plan Policies P8.3, P8.4, and P8.8, which promote the expansion of artistic spaces, activities, and programs, as well as the strengthening of partnerships between institutions of higher education, cultural organizations, and arts entrepreneurs. The proposed use also contributes to the ongoing preservation and enhancement of existing commercial areas. Furthermore, the project aligns with the intent of the City's Zoning Ordinance, which is consistent with the overarching goals and objectives of the General Plan.

If approved, the project proposal will go through the plan check process which will ensure that the general purpose and intent of the zoning, building, and fire codes, and other applicable portions of the MMC, will be met.

As part of its review, staff has determined that the proposed use complies with the parking requirements set forth in Chapter 17.52 of the City's Zoning Ordinance. Pursuant to the City's off-street parking standards, a total of 367 parking spaces are required to accommodate both the existing and proposed uses. As previously noted, AltaMed occupies a commercial unit within the Montebello Town Square shopping center, which provides a total of 1,225 on-site parking spaces for its commercial tenants. Therefore,

adequate parking will continue to be available throughout the shopping center to support the proposed use.

Development Agreement

The Planning Commission's approval of Conditional Use Permit No. PC-2024-0012-CUP authorizes the operation of an art gallery as an assembly use with accessory storage spaces, contingent upon the Applicant providing public benefits outlined in Exhibit "C" of Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation. The public benefits include: 1) a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 for costs associated with the preparation and review of the Development Agreement; 2) a one-time Public Benefit fee in the amount of \$200,000; 3) compliance with the City's Art in Public Places Program; 4) the payment of all applicable processing fees at the time these fees are due; and 6) authorizing the City's use of a portion of the Property with prior approval from the Developer up to seven (7) times per calendar year pursuant to the Development Agreement.

GENERAL PLAN CONSISTENCY

The City's General Plan Land Use designation for the Project Site is "Neighborhood." This designation is intended to support a mix of transit, employment, shopping, civic, and leisure activities within close proximity of a variety of building types. Furthermore, the "Our Creative Community" chapter of the General Plan emphasizes Montebello's commitment to nurturing and promoting arts and cultural activities, organizations, and events, while increasing their visibility and prominence within the region. Several guiding principles outlined in this chapter align with the proposed project, including facilitating inclusive cultural experiences reflecting the various identities of the City, providing equitable and easily accessible opportunities to residents and visitors to engage with art and culture locally, and creating more opportunities for engaging local artists.

The following General Plan Goals and Policies are applicable to the art gallery and related accessory uses proposed at the Project Site:

General Plan "Our Creative Community" Element policy 8.3 (P8.3) is to "expand artistic space, activities and programs in non-traditional venues."

General Plan "Our Creative Community" Element policy 8.4 (P8.4) is to "weave arts and culture into the fabric of the City."

General Plan "Our Creative Community" Element policy 8.8 (P8.8) is to "increase partnerships between higher education, cultural organizations and arts entrepreneurs."

Overall, the operation of the proposed art gallery will support the City of Montebello's efforts to nurture and promote arts and cultural activities, in alignment with the goals, objectives, and policies outlined in the General Plan.

PUBLIC NOTIFICATION

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

- On October 9, 2025, the Public Hearing Notice was published in the Montebello News; and
- On October 9, 2025, the Public Hearing Notice was mailed to all property owners within a 300-foot radius from the exterior boundaries of project site.

SUMMARY:

The proposed use is compatible with surrounding land uses and is consistent with the intent of both the City's Zoning Ordinance and General Plan, therefore it is recommended that the City Council introduce and waive first reading of Ordinance No. 2484 approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation in connection with the establishment and operation of a private art gallery located at 1401 North Montebello Boulevard, Montebello, CA 90640.

Additionally, staff recommends that the City Council determine the proposed project also qualifies for a Statutory Exemption under CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption, as there is no possibility that the adoption of an Ordinance approving a Development Agreement would result in a significant effect on the environment.

ATTACHMENT(S)

1. Attachment A – Ordinance No. 2484
2. Attachment B - Draft Development Agreement 03-24 (Agreement No. 4417)
3. Attachment C - Conceptual Plans – For Reference Only
4. Attachment D - CEQA Notice of Exemption (ENV No. 13-25)
5. Attachment E - Planning Commission Resolution No. 14-25
6. Attachment F - Planning Commission Public Comments -10.7.2025

ORDINANCE NO. 2484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING DEVELOPMENT AGREEMENT 03-24 (AGREEMENT NO. 4417) BETWEEN THE CITY OF MONTEBELLO AND ALTAMED HEALTH SERVICES CORPORATION

WHEREAS, the California Legislature adopted the “Development Agreement Statute,” section 65864 *et seq.* of the Government Code to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development; and

WHEREAS, the City of Montebello (the “City”) is authorized pursuant to the Development Agreement Statute to enter into development agreements with persons having legal or equitable interests in real property for the purpose of establishing certainty for both the City and the owner in the development process; and

WHEREAS, on May 11, 2020, AltaMed Health Services Corporation (“AltaMed”) was issued a City business license for the purpose of operating an administrative business and professional office within a commercial unit in the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, CA 90040 (“Project Site”) within the City’s C-2-PD (General Commercial-Planned Development) zone; and

WHEREAS, on July 10, 2024, the AltaMed filed a Conditional Use Permit application for a proposed private art gallery at the Project Site. Pursuant to Appendix A - Index of Primary Uses of the Montebello Municipal Code, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) zone; and

WHEREAS, after conducting a duly noticed Conditional Use Permit hearing on October 7, 2025, the City’s Planning Commission reviewed, considered and conditionally approved Conditional Use Permit No. PC-2024-0012-CUP authorizing the establishment and operation of a private art gallery and associated accessory uses at the Project Site. Additionally, the Planning Commission recommended that the City Council approve and execute Development Agreement No. 03-24 (Agreement No. 4417) by and between the City of Montebello and AltaMed Health Services Corporation, in connection with Conditional Use Permit No. PC-2024-0012-CUP; and

WHEREAS, the Planning Commission found that the project is consistent with the objectives and policies of the General Plan and is compatible with the uses authorized in the City’s Zoning Code; and

WHEREAS, AltaMed and the City desire to enter into Development Agreement No. 03-24 (Agreement No. 4417) attached hereto as Attachment “A” (the “Development Agreement”), which would allow the establishment and operation of a private art gallery, as specifically described in Recital C – “The Project” of the Development Agreement at property located at 1401 North Montebello Boulevard, in which AltaMed has a leasehold interest from the underlying property owner KIR Montebello LP, which has provided authorization for the development of the Project; and

WHEREAS, AltaMed agrees to provide the City with certain public benefits outlined in Attachment C of the Development Agreement. These public benefits are intended to support City services, infrastructure needs, and community programs, consistent with the City’s goals to enhance arts, culture, and educational opportunities; and

WHEREAS, the Project was reviewed pursuant to the California Environmental Quality Act (“CEQA”) and the Project is exempt pursuant to CEQA Guidelines, Section 15061(b)(3) - Common Sense Exemption; and

WHEREAS, the City has given public notice of its intention to approve Development Agreement No. 03-24 (Agreement No. 4417). The City has found that the provisions of the Agreement and its purposes are consistent with the objectives, policies, and general land uses specified in the City’s General Plan, Zoning Code and municipal ordinances; is in conformity with public convenience and good land use practices; and will not adversely affect the orderly development of the property or the preservation of property values; and

WHEREAS, the City Council held a duly noticed public hearing on October 22, 2025, considering the Development Agreement and this Ordinance, and considered all staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented in connection with this matter.

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

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

SECTION 2. CEQA. The City Council finds and determines that pursuant to the provisions of the California Environmental Quality Act (CEQA), the proposed Ordinance approving Development Agreement No. 03-24 (Agreement No. 4417) qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Since the adoption of an ordinance approving a Development Agreement

does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

SECTION 3. Findings. Based on the staff reports, presentations, public testimony, comments, Planning Commission recommendations, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and determines the following:

- a. That the Development Agreement is authorized by Montebello Municipal Code § 17.70.010 and California Government Code § 65864 *et seq.*
- b. That the provisions of the Development Agreement are consistent with the general plan and any applicable specific plan as required by California Government Code Sections 65864 through 65869.5.
- c. That the approval of the Development Agreement will not be detrimental to the public's health, safety, or general welfare and consistent with the requirements of the Montebello Municipal Code.

SECTION 4. Development Agreement. The Development Agreement, which is attached hereto as Attachment "A", is hereby approved, and the City Manager is hereby authorized and directed to execute it on behalf of the City.

SECTION 5. Recordation. The City Clerk is hereby authorized and directed to cause Development Agreement No. 03-24 (Agreement No. 4417) to be recorded with the County Recorder's Office for the County of Los Angeles pursuant to the requirements of Government Code §65868.5.

SECTION 6. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 8. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 12TH DAY OF NOVEMBER 2025.

Salvador Melendez, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 22nd day of October 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

“ATTACHMENT A”
Development Agreement No. 03-24 (Agreement No. 4417)

[DRAFT – SEPTEMBER 15, 2025]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community
Development

WITH COPY TO:

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,
a municipal corporation (“City”)

and

AltaMed Health Services Corporation
a California Nonprofit Corporation
 (“Developer”)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into on _____, by the **CITY OF MONTEBELLO** (the “City”), a municipal corporation, and **AltaMed Health Services Corporation**, a California nonprofit corporation (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

RECITALS:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property located at 1401 N. Montebello Boulevard in the City of Montebello, California, and which is more particularly described in the “Legal Description of Property” attached hereto as Exhibit A and as further shown on the “Site Map” attached hereto as Exhibit B (collectively Exhibit A and Exhibit B, depicting the “Property”).

C. Project. The Property is being renovated to accommodate Developer’s private administrative offices (the “Project”). The Project will include: i) office/meeting room space; ii) a private art gallery; and iii) art storage space. The renovated spaces consist of approximately 15,668 square feet of dedicated floor area on the second floor of an existing commercial building, including 2,484 square feet for office and support services space, 3,302 square feet for the art gallery, 5,683 square feet for the art storage space, and 4,199 square feet of ancillary space. For the avoidance of doubt, Developer’s redevelopment of the office space, proposed office/administrative use, and the proposed expansion of the use to allow members of the public to access certain portions of the Property are authorized under the Montebello Municipal Code and all applicable land use regulations and policies. The scope of this Agreement is limited to Developer’s right to host members of the public at the Property at Developer’s sole discretion, and the public benefits described in Exhibit C.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, *et seq.*, of the Government Code, authorizing the City to enter into an agreement with any Person (as hereinafter defined) having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits as more specifically identified in Section 4.3 and Exhibit C of this Agreement, including a one-time Public Benefit Fee to the City in the amount of two hundred thousand dollars (\$200,000) and limited access to the property consistent with the terms of Exhibit D.

F. Intent of the Parties. The Developer and the City have determined that the expanded use for certain portions of the Project is a development for which a development agreement is appropriate. The Parties acknowledge and agree that Developer's intended use of the Property as a private administrative office, and the expansion of this use to allow occasional public access to parts of the Property are consistent with the City's Zoning Code, General Plan, Precise Plan, and all applicable regulations and restrictions. The Parties desire to define the parameters of the Developer's public benefits offering and provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Property, the Developer will receive assurances that the City shall grant all permits and approvals required for the development of the Property accordance with this Agreement.

G. Public Hearings: Findings. Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA")), appropriate studies, analyses, reports, or documents were prepared and considered by the City's Planning Commission ("Planning Commission") and the City's City Council ("City Council"). The Planning Commission, after a public hearing on [REDACTED], recommended approval to the City Council, and on [REDACTED] the City Council adopted, Ordinance No. [REDACTED] approving this Agreement (the "Authorizing Ordinance"). The Planning Commission and the City Council have found, on the basis of substantial evidence, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. Specifically, the City Council has found that the Agreement: (i) is consistent with the City's General Plan ("General Plan") and any applicable specific plan; (ii) is in conformity with public convenience and good land use practices; (iii) will not be detrimental to the health, safety and general welfare; (iv) will not adversely affect the orderly development of property or the preservation of property values; and (v) is consistent with the provisions of Government Code Sections 65864 through 65869.5.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Developer and the City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to the City and the Authorizing Ordinance, and in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below and shall be applicable to both the singular and plural form of any nouns and verbs of any tense.

1.1 Affiliate. "Affiliate" means, with respect to any specified Person, any Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

1.2 Agreement. "Agreement" means this Development Agreement as the same may

be amended or modified from time to time.

1.3 Applications. “Application(s)” shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the Existing Land Use Regulations, provided that any additional or alternate requirements in Future Land Use Regulations which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Approval Date. “Approval Date” means the date of the adoption of the Authorizing Ordinance by the City Council.

1.5 Authorizing Ordinance. “Authorizing Ordinance” means Ordinance No. _____ of City approving this Agreement.

1.6 CEQA. “CEQA” means the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*).

1.7 City. “City” means the City of Montebello, California.

1.8 City Council. “City Council” means the governing body of the City of Montebello, California.

1.9 Claims or Litigation. “Claims or Litigation” shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals, or other actions of City, in each case, solely to the extent pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions or for the taking or diminution in value of their property as a consequence of the foregoing actions.

1.10 Conditions of Approval. “Conditions of Approval” means those conditions of approval imposed by City upon the Existing Development Approvals as of the Approval Date, and any additional conditions of approval thereafter imposed by City upon Future Development Approvals in accordance with this Agreement.

1.11 Control. “Control,” or any derivative thereof, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or membership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (i) a general partner shall always be deemed to Control any general partnership, limited partnership, or limited liability partnership of which it is a general partner, and (ii) a manager shall always be deemed to Control any limited liability company of which it is a manager.

1.12 City Manager. “City Manager” means the City Manager of the City of Montebello, California.

1.13 Developer. “Developer” means AltaMed Health Services Corporation and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by the City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, *et seq.*, of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new

development but only when imposed by the City. Developer Fees does not mean or include Processing Fees.

1.15 Development. “Development” means the remediation of the Property in preparation for development and the improvement of the Property for purposes of effecting the structures, improvements and facilities comprising the Project including, grading and the construction of subsurface structures; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of structures, buildings, and improvements thereon in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with case numbers PC-2024-0012-CUP, DA 03-24, and ENV No. 10-24, which are incorporated and made a part of this Agreement:

- (a) Conditional Use Permit No. PC-2024-0012-CUP;
- (b) This Development Agreement.

1.22 Existing Land Use Regulations. “Existing Land Use Regulations” means those certain Land Use Regulations applicable to the Property and/or the Development thereof

in effect on the Approval Date.

1.23 Future Developer Fees. “Future Developer Fees” mean any Developer Fees applicable to the Property and/or the Development thereof not in effect as of the Approval Date. Future Developer Fees which affect the Project shall apply only to the extent permitted by this Agreement.

1.24 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Property and/or the Development thereof approved by the City after the Approval Date, if any, such as more detailed planning and engineering approval requirements. Future Development Approvals which affect the Project shall apply only to the extent permitted by this Agreement.

1.25 Future Land Use Regulations. “Future Land Use Regulations” means any Land Use Regulations applicable to the Property adopted or enacted after the Approval Date including, without limitation, any modification or amendment of Existing Land Use Regulations after the Approval Date. Future Land Use Regulations which affect the Project shall apply only to the extent permitted by this Agreement.

1.26 General Plan. “General Plan” shall mean the general plan of the City of Montebello in effect on the Approval Date.

1.27 Holder. “Holder” or “holder” means the holder of any mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing, as provided in Section 15.

1.28 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.29 Mortgage. “Mortgage” or “mortgage” means any mortgage (whether a leasehold or feehold mortgage or otherwise), deed of trust (whether a leasehold or feehold deed of trust or otherwise), or other security interest, or sale and lease-back, or any other form of conveyance for financing, as provided in Section 15.1.

1.30 Non-Defaulting Party. “Non-Defaulting Party” means the Party other than the Defaulting Party.

1.31 Operative Date. “Operative Date” means the date this Agreement becomes

operative with respect to the Development of the Property and the Project as set forth in Section 3.2.

1.32 Person. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, firm, joint stock company, trust, estate, unincorporated association, governmental or quasi-governmental body, authority or agency, or other entity.

1.33 Planning Commission. “Planning Commission” means the Planning Commission of the City.

1.34 Planning Director. “Planning Director” shall mean the Planning & Community Development Director or similar officer of the City.

1.35 Processing Fees. “Processing Fees” means all processing fees and charges required by the City in connection with the Development of the Property and the Project, including, but not limited to, fees for land use Applications, building permit Applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

1.36 Project. “Project” means the expanded use on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to this Agreement.

1.37 Public Benefit Fee. “Public Benefit Fee” means a one-time community benefit fee in the amount of two hundred thousand dollars (\$200,000) provided by Developer to the City pursuant to Section 6.4.

1.38 Transfer. “Transfer” means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer’s rights under this Agreement or of the Property together with any rights or obligations under this Agreement.

2. EXHIBITS

The following are the Exhibits to this Agreement:

- Exhibit A: Legal Description of the Property
- Exhibit B: Site Map of the Property
- Exhibit C: Description of Public Benefits
- Exhibit D: Access Agreement

This Agreement includes the foregoing Exhibits which are attached hereto and are incorporated herein in their entirety.

3. TERM

3.1 Term. The term of this Agreement (the “Term”) shall be for a period of twenty (20) years commence upon the Approval Date and shall terminate on the twentieth (20th) anniversary of the Operative Date. In addition, the term of the CUP shall be coterminous with the Term of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect.

3.2 Operative Date. This Agreement shall become effective immediately upon the Approval Date for the limited purpose of effectuating necessary provisions of this Agreement (e.g., definition of Existing Land Use Regulations, the Indemnity provisions of Section 12, etc.), but this Agreement shall not become fully operative until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. USE OF THE PROPERTY; DEVELOPER RIGHTS & RESPONSIBILITIES.

4.1 Purpose. The Property is located within an existing commercially zoned shopping center. The public benefits associated with the Agreement are intended to support much needed community activities and enhancements such as public art incubators, educational opportunities for art, cultural events, community programs, and similar activities and services within the City. During the Term, the Developer shall have a vested right to use the Property to the full extent permitted by the Development Plan and this Agreement. Except as expressly provided in this Agreement, the Development Plan shall exclusively control the development of the Property (including the permitted uses of the Property, the density or intensity of use, type of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the development of the Property). Except as expressly provided in this Agreement, any Future Land Use Regulations shall not be applied to the Project unless the Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project.

4.2 Permitted Uses. The Parties acknowledge and agree that the Developer's intended use of the Property as a private administrative office is permitted by-right notwithstanding the terms of this Agreement. This Agreement allows Developer to use portions of the Property (including the private art gallery and accessory office and art storage spaces) identified in Exhibit B to be made available for public use at the Developer's sole discretion.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the public benefits listed in Exhibit C.

5. DEVELOPMENT TIMING

5.1 Right of Developer to Control Development and Timing. The Developer cannot fully predict the timing, phasing, or sequencing in which the Project will be developed. Such decisions depend upon numerous factors, many of which are not completely within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing, and the state of the general economy. Therefore, notwithstanding anything herein to the contrary, the Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of the Developer's business judgment, this Agreement shall not in any way obligate the Developer to complete construction of the Project or any portion thereof, or to expand the use as described in this Agreement. Developer shall decide whether to proceed with development of the Project in its sole discretion.

6. FEES, TAXES, AND ASSESSMENTS

6.1 Future Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any Future Developer Fees.

6.2 Existing Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any increase in the amount of the Existing Developer Fees.

6.3 Future Processing Fees. With respect to Processing Fees, the Project and the Developer shall be subject to the amount in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner which discriminates against the Developer or the Project and does not exceed the estimated reasonable cost of providing the service.

6.4 Public Benefit Fee. In addition to Developer's obligations herein, Developer shall pay to the City a one-time Public Benefit Fee in the amount of two hundred thousand dollars (\$200,000) as a condition precedent to the City's issuance of the Final Certificate of Occupancy for the Project and all required business licenses authorizing both the primary office/administrative use and the expanded use to authorize public access to portions of the Property. The City acknowledges and agrees that the Public Benefit Fee shall not be used for any purpose that violates federal, state, or local laws and ordinances.

6.5 Exceptions. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) The Developer shall be obligated to pay any applicable fees or taxes which are in effect on a City-wide basis as of the Operative Date which are not related to construction or development activities such as business license fees or taxes and utility taxes.

(b) The Developer shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, provided that such assessment district is otherwise proposed or consented to by the Developer.

(c) Subject to Section 5.1, the Developer shall be obligated to pay any fees which were imposed as Conditions of Approval or any other condition or mitigation measure, required as part of the approval for Existing Development Approvals consistent with this Agreement.

7. AMENDMENT OF DEVELOPMENT AGREEMENT

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 or Section 10.3, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

7.3 Consent. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications. Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties

under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require an amendment to this Agreement, although they shall require the written consent of both Parties.

A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, size and intensity of use, permitted uses, the height and size of buildings, number of parking spaces, or the improvement and construction standards and specifications for the Project. Where applicable, a change of less than 10% to any proposed Project specifications shall not be deemed a “material change.”

The determination as to whether a matter is non-substantive and procedural shall be made by the City Manager based on the advice of the City’s City Attorney (“City Attorney”) and in consultation with the Developer. The determination of the City Manager shall be final. A written record, containing the written consent of both Parties hereto, shall be made of all non-substantive and/or procedural changes.

7.5 Effect of Amendment to Development Agreement. The Parties agree that, except as may be expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

8. RESERVATIONS OF AUTHORITY

8.1 Limitations; Reservations, and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Property:

(a) Future Regulations. Only those Future Land Use Regulations for which Developer gives City written notice of its election to have such Future Land Use Regulations applied to the Property.

(b) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations, in each case, with the prior written consent of the Parties.

(c) Public Health and Safety/Uniform Codes.

i. Future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, provided such codes are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

ii. Future laws and ordinances of general applicability

(“Regulations”) concerning the use of property required for public health and safety which (A) are applicable throughout the City, (B) directly result from findings by City that failure to adopt such Regulations would result in a condition injurious or detrimental to the public health and safety, and (C) that such Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition, provided such Regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties. This provision is not intended to and does not provide a basis for the imposition of additional Exactions or a moratorium or other like restriction on the timing of development which would impact the Development of the Project.

iii. Future Land Use Regulations or amending Existing Land Use Regulations which are regional codes and are based on recommendations of a county or regional organization and which become applicable throughout the region and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the Development of the Property separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) The City and the Developer shall review the extent of the Developer’s good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement, on or about April 1 of each year during the Term (“Annual Monitoring Review”).

(b) As part of such Annual Monitoring Review, Developer shall submit a written status report to the City demonstrating that, during the preceding twelve-month (12-month) period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied in good faith with the Developer’s material obligations under this Agreement.

(c) By March 1 of each year during the Term, the City must deliver to the Developer a copy of all staff reports prepared in connection with an Annual Monitoring Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Annual Monitoring Review. This information shall be known as the “City Report.”

(d) Following delivery of the City Report, no later than April 1 of each year during the Term, the Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 9.1(b) above and any issues raised by the City Report provided to the Developer in accordance with Section 9.1(c) above.

(e) The actual reasonable cost of the Annual Monitoring Review shall be borne by the Developer upon receipt of invoices from the City, not to exceed \$1,000 for each Annual Monitoring Review.

9.2 Failure to Conduct Annual Monitoring Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by March 1 of each year during the Term, the Developer will be deemed to be in good faith compliance with this Agreement for the following twelve-month (12-month) period.

10. DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Non-Defaulting Party after Default. The Parties agree that legal damages would be extremely difficult to determine and would not give the Parties the benefit of their bargain. Accordingly, the Parties agree that, subject to the provisions of Section 10.4, following the occurrence of a Default (defined below), the Party not in Default (as defined in Section 10.2 below) (the "Non-Defaulting Party") shall have only the equitable remedy of specific performance or alternatively the ability to terminate this Agreement for a Default by the other Party (the "Defaulting Party"), subject to the procedure of notice and hearing herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Non-Defaulting Party shall comply with the notice and cure provisions of this Section 10. Nothing in this Section shall limit a Party's right to recover attorneys' fees pursuant to Section 16.5.

10.2 Notice and Opportunity to Cure. The Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the Defaulting Party to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, prior to declaring a default, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in "Default" under this Agreement if the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice ("Cure Period"). However, if a breach or failure cannot reasonably be cured within such Cure Period, then the Defaulting Party shall not be deemed in Default under this Agreement provided that the Defaulting Party commences to cure the breach within the Cure Period and thereafter diligently prosecutes such cure to completion.

10.3 Modification or Termination.

(a) If, in the case of a Default by the Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, the City determines that this Agreement shall be modified or terminated, then the City shall give notice to the Developer of its intention to initiate proceedings to modify or terminate this Agreement.

(b) The City Council shall hold a public hearing for any proposed termination or modification, except that any amendment or modification which does not relate to the duration of the Agreement, permitted uses of the property, density or intensity of use, height or size or proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions or requirements relating to subsequent discretionary actions relating to design, improvement, construction standards and specifications, improvement and construction standards or any other condition or covenant relating to the use of the property shall not require a noticed public hearing before the City Council.

(c) The City Council may refer the matter to the Planning Commission for further proceedings or for a report and recommendation. Upon receipt of any such report and recommendation and the completion of the public hearing, if any, the City Council shall take final action on the modification or termination. The Developer must demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof is upon the Developer. The hearing shall be administrative with no public testimony, unless the City Council otherwise determines. The Developer shall have the opportunity to present written or oral testimony. As part of that final determination, the City Council may impose conditions which it considers necessary and appropriate to protect public health, safety and welfare and the interests of the City. The decision of the City Council must be by a majority of its membership, and shall be final, except for judicial review thereof.

(d) Notwithstanding anything in this Agreement to the contrary, there shall be no modification of this Agreement without Developer's written consent thereto. If the City Council determines that modification of this Agreement is appropriate pursuant to this Section 10.3, the City shall inform the Developer of such proposed modification and, unless the Developer consents in writing to such modification, the City shall have the right to proceed with termination of this Agreement pursuant to the provisions of this Section 10.

10.4 No Specific Performance to Construct Project. Notwithstanding the provisions of Section 10.1, the City shall not have the right to specifically enforce against the Developer any provisions of this Agreement, nor in any way to compel the Developer to either start or complete the Project, nor to seek any monetary damages from the Developer for the Developer's failure to start or complete the Project.

10.5 Intentionally Omitted.

10.6 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any obligations that accrued prior to said termination or with respect to any Default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) with respect to any indemnity obligations set forth herein which accrued prior to said termination, and (iii) with respect to any right or duty arising from entitlements or approvals, including the Development Approvals, applicable to the Property approved prior to the effective date of the termination.

11. TRANSFERS

11.1 Right to Transfer.

(a) General. The Developer may Transfer its interests, rights or obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time (a “Transferee”) during the term of this Agreement with approval from the City Manager. For purpose of this Agreement, the Transferee must be considered the “owner” of that portion of the Property which is covered by such transfer. For the avoidance of doubt, for the purpose of this Section 11.1, the “owner” shall include any party with a legal or equitable interest in the Property, including lessees.

(b) Assumption Agreement. Upon a Transfer of this Agreement, the Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent the Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) the Developer has provided to the City prior or subsequent written notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to the City, the assigned obligations of the Developer. Following any such Transfer of any of the rights and interests of the Developer under this Agreement, in accordance with Section 10.1(a) above, the exercise, use, and enjoyment of such rights shall continue to be subject to the terms of this Agreement to the same extent as if the Transferee were the Developer; provided, however, that, to the extent released as provided above, any Default by the Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by the Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, the Developer may, but is not obligated to, resume Transferee’s obligations upon written notification to the City.

12. **INDEMNITY**

12.1 Third-Party Litigation.

(a) Non-liability of the City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of state law. The Parties acknowledge that:

i. In the future there may be challenges to the legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 12, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that, on the Approval Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) **Revision of Land Use Restrictions.** If for any reason the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and with the Parties' prior written consent, in order to comply with such judicial decision.

(c) **Participation in Litigation; Indemnity.** The Developer agrees to indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including, but not limited to, attorneys' fees and costs) against the City for any Claims or Litigation which arise during the Term of this Agreement, except to the extent such Claims or Litigation are the result of the City's sole negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such Claims or Litigation and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. The Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse the City for any necessary legal cost incurred by the City. If the Developer fails to do so, the City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if the City chooses not to defend the Claims or Litigation, it shall have no liability to the Developer. The Developer's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

12.2 **Hold Harmless: Developer's Construction and Other Activities.** The Developer hereby agrees to, and shall defend, save and hold the City and its elected and appointed board commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any third party damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' performance under this Agreement, whether such performance be by the Developer or by any of Developer's agents, contractors or subcontractors or by any one or more Persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors, in each case, during the Term of this Agreement and except to the extent such Claims or Limitation are the result of the City's negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such claim, action or proceeding against the City and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing

herein is intended to make the Developer liable for the acts or negligent omissions of the City's officers, employees, agents, contractors of subcontractors or any liability arising therefrom.

12.3 Survival of Indemnity Obligations. All indemnity obligations set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

13. **EFFECT OF AGREEMENT ON TITLE**

13.1 Subject to the provisions of Sections 11 and 15:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each Person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other Person succeeding to an interest in such lands.

14. **PARTIES' OFFICERS AND EMPLOYEES; NON-DISCRIMINATION**

14.1 Non-liability of Parties' Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement. No member, official, agent, contractor, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest, Warranty, and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State

or municipal statute, ordinance or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interest found to be “remote” or not an “interest” pursuant to California Government Code Sections 1091 through 1091.5. The Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting the Developer in the negotiation and documentation of this Agreement. The Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. The Developer is aware of and understands that any such act(s), omission(s) or other conduct in violation of applicable law resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

14.3 Covenant Against Discrimination. The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

15. MORTGAGEE PROTECTION.

15.1 Developer’s Breach Not Defeat Mortgage Lien. The Developer’s breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage made in good faith and for value but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee’s sale, deed or assignment in lieu thereof, or otherwise.

15.2 Holder Not Obligated to Continue Expanded Use. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to continue the expanded use at the Property, or to continue the public benefits described in Exhibit C. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement, the Development Plan, or applicable law.

15.3 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever the City shall deliver any notice or demand to the Developer with respect to any Default or alleged Default by Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such holder as may be identified in such a written request by such holder.

15.4 Right to Cure. Each holder (insofar as the rights of the City are concerned) shall have the right, at its option, within thirty (30) days after the receipt of the notice, and thirty (30) days after Developer's cure rights under Section 10.2 have expired, whichever is later, to:

(a) Commence to obtain possession, if necessary, and commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest.

15.5 Changes Requested by Lenders. The City acknowledges that any prospective lender(s) providing financing for the Project may require or desire certain modifications to the terms of this Agreement (including, without limitation, the terms of this Section 15) and the City agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. The City shall not unreasonably withhold its consent to any such requested modification provided such modification is consistent with the intent and purposes of this Agreement. Any such modifications shall be considered minor modifications subject to the provisions of Section 7.4.

16. **GENERAL**

16.1 Estoppel Certificates. Either Party (or a holder or prospective holder of a mortgage under Section 15) may at any time and from time to time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) This Agreement is in full force and effect and is a binding obligation of the Parties;

(b) This Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under this Agreement to the actual knowledge of the Party signing the Estoppel Certificate or, if there are existing defaults, identifying them.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. An Estoppel Certificate may be relied on by assignees and holders or prospective holders of a mortgage.

16.2 Force Majeure. The Term of this Agreement and the time within which the Developer or the City shall have the right or be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, acts of terrorism, insurrection, strikes, lock-outs, other labor disputes, labor or material shortages, riots, civil disturbances, floods, earthquakes, fires, windstorms, hail, casualties, natural disasters, acts of God, acts of the public enemy, epidemics or pandemics, quarantine or other public health restrictions, freight embargoes, lack of transportation attributable to any of these,

acts or failure to act of the other Party, acts or the failure to act of any public or governmental agency or entity (except that acts or failure to act of the City shall not excuse performance by City), legal or governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party Claims or Litigation as described in Section 12.1 of this Agreement, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of obtaining knowledge of the commencement of the cause, or from the time such written notice by the Party claiming such extension is actually sent to the other Party, if such written notice is sent more than thirty (30) days after obtaining knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

16.3 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

16.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the procedures set forth in Section 12.1(b).

16.5 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend any action or proceeding against the other Party in connection with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable, out-of-pocket costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable, whether or not such action is prosecuted.

16.6 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees comprising Developer (if more than one).

16.7 Time of Essence. Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.8 Waiver. Failure by a Party to insist upon the strict performance of any of the

provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the Default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16.9 No Third-Party Beneficiaries. The only parties to this Agreement are the Developer and the City. Except with respect to the holder or prospective holder of any mortgage who shall be entitled to rely upon the provisions of Section 15 hereof to the same extent as if such holder were a party to this Agreement, there are no third-party beneficiaries of this Agreement and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

16.10 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

16.11 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

16.12 Notice.

(a) To the Developer. Any notice required or permitted to be given by the City to the Developer under this Agreement shall be in writing and delivered: (1) personally to Developer or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, and (2) by e-mail, addressed as follows:

With copy to: AltaMed
2040 Camfield Avenue
Los Angeles, CA 90040
Attention: Susana Smith Bautista
Email: ssbautista@altamed.org;
bconstant@altamed.org

or such other address as the Developer may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, addressed as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With a copy to:
Alvarez-Glasman & Colvin

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

or such other address as the City may designate in writing to the Developer.

(c) Notices provided pursuant to this Section shall be deemed received as of the earlier of: (i) date of delivery as shown on the affidavit of personal service or the courier or delivery service receipt; or (ii) date receipt of e-mail notice is acknowledged.

16.13 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.15 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

16.16 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16.17 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Operative Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record this Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.18 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

AltaMed Health Services Corporation, a
California nonprofit corporation

By: _____
President & CEO

CITY OF MONTEBELLO, a municipal
corporation

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Christopher Jimenez
City Clerk

EXHIBIT “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT “B”

Site Map/Plan

EXHIBIT “C”

DESCRIPTION OF PUBLIC BENEFITS

The public benefits to be received by the City and its residents as a result of this Agreement include, without limitation, the following:

- A. One-Time Development Agreement Fee. Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 (“Development Agreement Fee”) for costs associated with the preparation and review of this Agreement by City’s staff, its legal counsel, and consultants. The Development Agreement Fee shall be separate from Developer Fees and Processing Fees required under this Agreement.
- B. One-Time Public Benefit Fee. Developer shall pay to the City a one-time Public Benefit Fee in the amount of Two Hundred Thousand Dollars (\$200,000). The City shall determine, in its sole discretion, the manner, purpose, use and expenditure of the Public Benefit Funds received by the City from the Developer.
- C. Developer Fees. Developer shall comply with the City’s Art in Public Places Program as required under Chapter 17.79 of the Montebello Municipal Code.
- D. Processing Fees. All applicable Processing Fees in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner that discriminates against the Developer or the Project.
- E. City Use of Art Gallery for Public Events. City shall have the right to use portions of the Property for events related to arts, culture, and education with prior approval from Developer up to seven (7) times per calendar year (“City Events”). The City shall provide Developer with at least thirty (30) days’ written notice of its intent to schedule a City Event and completion of the access agreement included as Exhibit D. The City shall be responsible for ensuring that its use of the Property complies with the terms of the Access Agreement in Exhibit D, and all applicable laws, including safety and capacity regulations. The City shall also be responsible for ensuring that the Property is left in the same condition as it was prior to the City Events.

[DRAFT – SEPTEMBER 15, 2025]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community
Development

WITH COPY TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,
a municipal corporation (“City”)

and

AltaMed Health Services Corporation
a California Nonprofit Corporation
 (“Developer”)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into on _____, by the **CITY OF MONTEBELLO** (the “City”), a municipal corporation, and **AltaMed Health Services Corporation**, a California nonprofit corporation (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property located at 1401 N. Montebello Boulevard in the City of Montebello, California, and which is more particularly described in the “Legal Description of Property” attached hereto as Exhibit A and as further shown on the “Site Map” attached hereto as Exhibit B (collectively Exhibit A and Exhibit B, depicting the “Property”).

C. Project. The Property is being renovated to accommodate Developer’s private administrative offices (the “Project”). The Project will include: i) office/meeting room space; ii) a private art gallery; and iii) art storage space. The renovated spaces consist of approximately 15,668 square feet of dedicated floor area on the second floor of an existing commercial building, including 2,484 square feet for office and support services space, 3,302 square feet for the art gallery, 5,683 square feet for the art storage space, and 4,199 square feet of ancillary space. For the avoidance of doubt, Developer’s redevelopment of the office space, proposed office/administrative use, and the proposed expansion of the use to allow members of the public to access certain portions of the Property are authorized under the Montebello Municipal Code and all applicable land use regulations and policies. The scope of this Agreement is limited to Developer’s right to host members of the public at the Property at Developer’s sole discretion, and the public benefits described in Exhibit C.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, *et seq.*, of the Government Code, authorizing the City to enter into an agreement with any Person (as hereinafter defined) having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits as more specifically identified in Section 4.3 and Exhibit C of this Agreement, including a one-time Public Benefit Fee to the City in the amount of two hundred thousand dollars (\$200,000) and limited access to the property consistent with the terms of Exhibit D.

F. Intent of the Parties. The Developer and the City have determined that the expanded use for certain portions of the Project is a development for which a development agreement is appropriate. The Parties acknowledge and agree that Developer's intended use of the Property as a private administrative office, and the expansion of this use to allow occasional public access to parts of the Property are consistent with the City's Zoning Code, General Plan, Precise Plan, and all applicable regulations and restrictions. The Parties desire to define the parameters of the Developer's public benefits offering -and provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Property, the Developer will receive assurances that the City shall grant all permits and approvals required for the development of the Property accordance with this Agreement.

G. Public Hearings: Findings. Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000, et seq. ("CEQA")), appropriate studies, analyses, reports, or documents were prepared and considered by the City's Planning Commission ("Planning Commission") and the City's City Council ("City Council"). The Planning Commission, after a public hearing on [REDACTED], recommended approval to the City Council, and on [REDACTED] the City Council adopted, Ordinance No. [REDACTED] approving this Agreement (the "Authorizing Ordinance"). The Planning Commission and the City Council have found, on the basis of substantial evidence, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. Specifically, the City Council has found that the Agreement: (i) is consistent with the City's General Plan ("General Plan") and any applicable specific plan; (ii) is in conformity with public convenience and good land use practices; (iii) will not be detrimental to the health, safety and general welfare; (iv) will not adversely affect the orderly development of property or the preservation of property values; and (v) is consistent with the provisions of Government Code Sections 65864 through 65869.5.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Developer and the City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to the City and the Authorizing Ordinance, and in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below and shall be applicable to both the singular and plural form of any nouns and verbs of any tense.

1.1 Affiliate. "Affiliate" means, with respect to any specified Person, any Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

1.2 Agreement. “Agreement” means this Development Agreement as the same may be amended or modified from time to time.

1.3 Applications. “Application(s)” shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the Existing Land Use Regulations, provided that any additional or alternate requirements in Future Land Use Regulations which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Approval Date. “Approval Date” means the date of the adoption of the Authorizing Ordinance by the City Council.

1.5 Authorizing Ordinance. “Authorizing Ordinance” means Ordinance No. [REDACTED] of City approving this Agreement.

1.6 CEQA. “CEQA” means the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*).

1.7 City. “City” means the City of Montebello, California.

1.8 City Council. “City Council” means the governing body of the City of Montebello, California.

1.9 Claims or Litigation. “Claims or Litigation” shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals, or other actions of City, in each case, solely to the extent pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions or for the taking or diminution in value of their property as a consequence of the foregoing actions.

1.10 Conditions of Approval. “Conditions of Approval” means those conditions of approval imposed by City upon the Existing Development Approvals as of the Approval Date, and any additional conditions of approval thereafter imposed by City upon Future Development Approvals in accordance with this Agreement.

1.11 Control. “Control,” or any derivative thereof, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or membership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (i) a general partner shall always be deemed to Control any general partnership, limited partnership, or limited liability partnership of which it is a general partner, and (ii) a manager shall always be deemed to Control any limited liability company of which it is a manager.

1.12 City Manager. “City Manager” means the City Manager of the City of Montebello, California.

1.13 Developer. “Developer” means AltaMed Health Services Corporation and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by the City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, et seq., of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development but only when imposed by the City. Developer Fees does not mean or include Processing Fees.

1.15 Development. “Development” means the remediation of the Property in preparation for development and the improvement of the Property for purposes of effecting the structures, improvements and facilities comprising the Project including, grading and the construction of subsurface structures; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of structures, buildings, and improvements thereon in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with case numbers PC-2024-0012-CUP, DA 03-24, and ENV No. 10-24, which are incorporated and made a part of this Agreement:

- (a) Conditional Use Permit No. PC-2024-0012-CUP;
- (b) This Development Agreement.

1.22 Existing Land Use Regulations. “Existing Land Use Regulations” means those certain Land Use Regulations applicable to the Property and/or the Development thereof in effect on the Approval Date.

1.23 Future Developer Fees. “Future Developer Fees” mean any Developer Fees applicable to the Property and/or the Development thereof not in effect as of the Approval Date. Future Developer Fees which affect the Project shall apply only to the extent permitted by this Agreement.

1.24 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Property and/or the Development thereof approved by the City after the Approval Date, if any, such as more detailed planning and engineering approval requirements. Future Development Approvals which affect the Project shall apply only to the extent permitted by this Agreement.

1.25 Future Land Use Regulations. “Future Land Use Regulations” means any Land Use Regulations applicable to the Property adopted or enacted after the Approval Date including, without limitation, any modification or amendment of Existing Land Use Regulations after the Approval Date. Future Land Use Regulations which affect the Project shall apply only to the extent permitted by this Agreement.

1.26 General Plan. “General Plan” shall mean the general plan of the City of Montebello in effect on the Approval Date.

1.27 Holder. “Holder” or “holder” means the holder of any mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing, as provided in Section 15.

1.28 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to

the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.29 Mortgage. “Mortgage” or “mortgage” means any mortgage (whether a leasehold or feehold mortgage or otherwise), deed of trust (whether a leasehold or feehold deed of trust or otherwise), or other security interest, or sale and lease-back, or any other form of conveyance for financing, as provided in Section 15.1.

1.30 Non-Defaulting Party. “Non-Defaulting Party” means the Party other than the Defaulting Party.

1.31 Operative Date. “Operative Date” means the date this Agreement becomes operative with respect to the Development of the Property and the Project as set forth in Section 3.2.

1.32 Person. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, firm, joint stock company, trust, estate, unincorporated association, governmental or quasi-governmental body, authority or agency, or other entity.

1.33 Planning Commission. “Planning Commission” means the Planning Commission of the City.

1.34 Planning Director. “Planning Director” shall mean the Planning & Community Development Director or similar officer of the City.

1.35 Processing Fees. “Processing Fees” means all processing fees and charges required by the City in connection with the Development of the Property and the Project, including, but not limited to, fees for land use Applications, building permit Applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

1.36 Project. “Project” means the expanded use on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to this Agreement.

1.37 Public Benefit Fee. “Public Benefit Fee” means a one-time community benefit fee in the amount of two hundred thousand dollars (\$200,000) provided by Developer to the City pursuant to Section 6.4.

1.38 Transfer. “Transfer” means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer’s rights under this Agreement or of the Property together with any rights or obligations under this Agreement.

2. EXHIBITS

The following are the Exhibits to this Agreement:

- Exhibit A: Legal Description of the Property
- Exhibit B: Site Map of the Property
- Exhibit C: Description of Public Benefits
- Exhibit D: Access Agreement

This Agreement includes the foregoing Exhibits which are attached hereto and are incorporated herein in their entirety.

3. TERM

3.1 Term. The term of this Agreement (the “Term”) shall be for a period of twenty (20) years commence upon the Approval Date and shall terminate on the twentieth (20th) anniversary of the Operative Date. In addition, the term of the CUP shall be coterminous with the Term of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect.

3.2 Operative Date. This Agreement shall become effective immediately upon the Approval Date for the limited purpose of effectuating necessary provisions of this Agreement (e.g., definition of Existing Land Use Regulations, the Indemnity provisions of Section 12, etc.), but this Agreement shall not become fully operative until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. USE OF THE PROPERTY; DEVELOPER RIGHTS & RESPONSIBILITIES.

4.1 Purpose. The Property is located within an existing commercially zoned shopping center. The public benefits associated with the Agreement are intended to support much needed community activities and enhancements such as public art incubators, educational opportunities for art, cultural events, community programs, and similar activities and services within the City. During the Term, the Developer shall have a vested right to use the Property to the full extent permitted by the Development Plan and this Agreement. Except as expressly provided in this Agreement, the Development Plan shall exclusively control the development of the Property (including the permitted uses of the Property, the density or intensity of use, type of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the development of the Property). Except as expressly provided in this Agreement, any Future Land Use Regulations shall not be applied to the Project unless the Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project.

4.2 Permitted Uses. The Parties acknowledge and agree that the Developer's intended use of the Property as a private administrative office is permitted by-right notwithstanding the terms of this Agreement. This Agreement allows Developer to use portions of the Property (including the private art gallery and accessory office and art storage spaces) identified in Exhibit B to be made available for public use at the Developer's sole discretion.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the public benefits listed in Exhibit C.

5. DEVELOPMENT TIMING

5.1 Right of Developer to Control Development and Timing. The Developer cannot fully predict the timing, phasing, or sequencing in which the Project will be developed. Such decisions depend upon numerous factors, many of which are not completely within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing, and the state of the general economy. Therefore, notwithstanding anything herein to the contrary, the Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of the Developer's business judgment, this Agreement shall not in any way obligate the Developer to complete construction of the Project or any portion thereof, or to expand the use as described in this Agreement. Developer shall decide whether to proceed with development of the Project in its sole discretion.

6. FEES, TAXES, AND ASSESSMENTS

6.1 Future Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any Future Developer Fees.

6.2 Existing Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any increase in the amount of the Existing Developer Fees.

6.3 Future Processing Fees. With respect to Processing Fees, the Project and the Developer shall be subject to the amount in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner which discriminates against the Developer or the Project and does not exceed the estimated reasonable cost of providing the service.

6.4 Public Benefit Fee. In addition to Developer's obligations herein, Developer shall pay to the City a one-time Public Benefit Fee in the amount of two hundred thousand dollars (\$200,000) as a condition precedent to the City's issuance of the Final Certificate of Occupancy for the Project and all required business licenses authorizing both the primary office/administrative use and the expanded use to authorize public access to portions of the Property. The City acknowledges and agrees that the Public Benefit Fee shall not be used for any purpose that violates federal, state, or local laws and ordinances.

6.5 Exceptions. This Agreement shall not prohibit the application of fees, taxes or

assessments as follows:

(a) The Developer shall be obligated to pay any applicable fees or taxes which are in effect on a City-wide basis as of the Operative Date which are not related to construction or development activities such as business license fees or taxes and utility taxes.

(b) The Developer shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, provided that such assessment district is otherwise proposed or consented to by the Developer.

(c) Subject to Section 5.1, the Developer shall be obligated to pay any fees which were imposed as Conditions of Approval or any other condition or mitigation measure, required as part of the approval for Existing Development Approvals consistent with this Agreement.

7. AMENDMENT OF DEVELOPMENT AGREEMENT

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 or Section 10.3, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

7.3 Consent. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications. Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require an amendment to this Agreement, although they shall require the written consent of both Parties.

A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, size and intensity of use, permitted uses, the height and size of buildings, number of parking spaces, or the improvement and construction standards and specifications for the Project. Where applicable, a change of less than 10% to any proposed Project specifications shall not be deemed a “material change.”

The determination as to whether a matter is non-substantive and procedural shall be made by the City Manager based on the advice of the City’s City Attorney (“City Attorney”) and in consultation with the Developer. The determination of the City Manager shall be final. A written record, containing the written consent of both Parties hereto, shall be made of all non-substantive and/or procedural changes.

7.5 Effect of Amendment to Development Agreement. The Parties agree that, except as may be expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

8. RESERVATIONS OF AUTHORITY

8.1 Limitations; Reservations, and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Property:

(a) Future Regulations. Only those Future Land Use Regulations for which Developer gives City written notice of its election to have such Future Land Use Regulations applied to the Property.

(b) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations, in each case, with the prior written consent of the Parties.

(c) Public Health and Safety/Uniform Codes.

i. Future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, provided such codes are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

ii. Future laws and ordinances of general applicability (“Regulations”) concerning the use of property required for public health and safety which (A) are applicable throughout the City, (B) directly result from findings by City that failure to adopt such Regulations would result in a condition injurious or detrimental to the public health and safety, and (C) that such Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition, provided such Regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties. This provision is not intended to and does not provide a basis for the imposition of additional Exactions or a moratorium or other like restriction on the timing of development which would impact the Development of the Project.

iii. Future Land Use Regulations or amending Existing Land Use Regulations which are regional codes and are based on recommendations of a county or regional organization and which become applicable throughout the region and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the Development of the Property separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) The City and the Developer shall review the extent of the Developer's good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement, on or about April 1 of each year during the Term ("Annual Monitoring Review").

(b) As part of such Annual Monitoring Review, Developer shall submit a written status report to the City demonstrating that, during the preceding twelve-month (12-month) period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase "good faith compliance" shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied in good faith with the Developer's material obligations under this Agreement.

(c) By March 1 of each year during the Term, the City must deliver to the Developer a copy of all staff reports prepared in connection with an Annual Monitoring Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Annual Monitoring Review. This information shall be known as the "City Report."

(d) Following delivery of the City Report, no later than April 1 of each year during the Term, the Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 9.1(b) above and any issues raised by the City Report provided to the Developer in accordance with Section 9.1(c) above.

(e) The actual reasonable cost of the Annual Monitoring Review shall be borne by the Developer upon receipt of invoices from the City, not to exceed \$1,000 for each Annual Monitoring Review.

9.2 Failure to Conduct Annual Monitoring Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by March 1 of each year during the Term, the Developer will be deemed to be in good faith compliance with this Agreement for the following twelve-month (12-month) period.

10. DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Non-Defaulting Party after Default. The Parties agree that legal damages would be extremely difficult to determine and would not give the Parties the benefit of their bargain. Accordingly, the Parties agree that, subject to the provisions of Section 10.4, following the occurrence of a Default (defined below), the Party not in Default (as defined in Section 10.2 below) (the “Non-Defaulting Party”) shall have only the equitable remedy of specific performance or alternatively the ability to terminate this Agreement for a Default by the other Party (the “Defaulting Party”), subject to the procedure of notice and hearing herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Non-Defaulting Party shall comply with the notice and cure provisions of this Section 10. Nothing in this Section shall limit a Party’s right to recover attorneys’ fees pursuant to Section 16.5.

10.2 Notice and Opportunity to Cure. The Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the Defaulting Party to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, prior to declaring a default, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “Default” under this Agreement if the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice (“Cure Period”). However, if a breach or failure cannot reasonably be cured within such Cure Period, then the Defaulting Party shall not be deemed in Default under this Agreement provided that the Defaulting Party commences to cure the breach within the Cure Period and thereafter diligently prosecutes such cure to completion.

10.3 Modification or Termination.

(a) If, in the case of a Default by the Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, the City determines that this Agreement shall be modified or terminated, then the City shall give notice to the Developer of its intention to initiate proceedings to modify or terminate this Agreement.

(b) The City Council shall hold a public hearing for any proposed termination or modification, except that any amendment or modification which does not relate to the duration of the Agreement, permitted uses of the property, density or intensity of use, height or size or proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions or requirements relating to subsequent discretionary actions relating to design, improvement, construction standards and specifications, improvement and construction standards or any other condition or covenant relating to the use of the property shall not require a noticed public hearing before the City Council.

(c) The City Council may refer the matter to the Planning Commission for further proceedings or for a report and recommendation. Upon receipt of any such report and recommendation and the completion of the public hearing, if any, the City Council shall take final action on the modification or termination. The Developer must demonstrate good faith compliance

with the terms and conditions of this Agreement. The burden of proof is upon the Developer. The hearing shall be administrative with no public testimony, unless the City Council otherwise determines. The Developer shall have the opportunity to present written or oral testimony. As part of that final determination, the City Council may impose conditions which it considers necessary and appropriate to protect public health, safety and welfare and the interests of the City. The decision of the City Council must be by a majority of its membership, and shall be final, except for judicial review thereof.

(d) Notwithstanding anything in this Agreement to the contrary, there shall be no modification of this Agreement without Developer's written consent thereto. If the City Council determines that modification of this Agreement is appropriate pursuant to this Section 10.3, the City shall inform the Developer of such proposed modification and, unless the Developer consents in writing to such modification, the City shall have the right to proceed with termination of this Agreement pursuant to the provisions of this Section 10.

10.4 No Specific Performance to Construct Project. Notwithstanding the provisions of Section 10.1, the City shall not have the right to specifically enforce against the Developer any provisions of this Agreement, nor in any way to compel the Developer to either start or complete the Project, nor to seek any monetary damages from the Developer for the Developer's failure to start or complete the Project.

10.5 Intentionally Omitted.

10.6 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any obligations that accrued prior to said termination or with respect to any Default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) with respect to any indemnity obligations set forth herein which accrued prior to said termination, and (iii) with respect to any right or duty arising from entitlements or approvals, including the Development Approvals, applicable to the Property approved prior to the effective date of the termination.

11. TRANSFERS

11.1 Right to Transfer.

(a) General. The Developer may Transfer its interests, rights or obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time (a "Transferee") during the term of this Agreement with approval from the City Manager. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer. For the avoidance of doubt, for the purpose of this Section 11.1, the "owner" shall include any party with a legal or equitable interest in the Property, including lessees.

(b) Assumption Agreement. Upon a Transfer of this Agreement, the Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent the Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) the Developer has provided to the City prior or subsequent written

notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to the City, the assigned obligations of the Developer. Following any such Transfer of any of the rights and interests of the Developer under this Agreement, in accordance with Section 10.1(a) above, the exercise, use, and enjoyment of such rights shall continue to be subject to the terms of this Agreement to the same extent as if the Transferee were the Developer; provided, however, that, to the extent released as provided above, any Default by the Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by the Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, the Developer may, but is not obligated to, resume Transferee's obligations upon written notification to the City.

12. INDEMNITY

12.1 Third-Party Litigation.

(a) Non-liability of the City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of state law. The Parties acknowledge that:

i. In the future there may be challenges to the legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 12, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that, on the Approval Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and with the Parties' prior written consent, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. The Developer agrees to indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses,

damages, penalties, obligations and expenses (including, but not limited to, attorneys' fees and costs) against the City for any Claims or Litigation which arise during the Term of this Agreement, except to the extent such Claims or Litigation are the result of the City's sole negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such Claims or Litigation and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. The Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse the City for any necessary legal cost incurred by the City. If the Developer fails to do so, the City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if the City chooses not to defend the Claims or Litigation, it shall have no liability to the Developer. The Developer's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

12.2 Hold Harmless: Developer's Construction and Other Activities. The Developer hereby agrees to, and shall defend, save and hold the City and its elected and appointed board commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any third party damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' performance under this Agreement, whether such performance be by the Developer or by any of Developer's agents, contractors or subcontractors or by any one or more Persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors, in each case, during the Term of this Agreement and except to the extent such Claims or Limitation are the result of the City's negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such claim, action or proceeding against the City and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing herein is intended to make the Developer liable for the acts or negligent omissions of the City's officers, employees, agents, contractors of subcontractors or any liability arising therefrom.

12.3 Survival of Indemnity Obligations. All indemnity obligations set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

13. EFFECT OF AGREEMENT ON TITLE

13.1 Subject to the provisions of Sections 11 and 15:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees,

administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each Person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other Person succeeding to an interest in such lands.

14. PARTIES' OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

14.1 Non-liability of Parties' Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement. No member, official, agent, contractor, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest, Warranty, and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute, ordinance or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or not an "interest" pursuant to California Government Code Sections 1091 through 1091.5. The Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting the Developer in the negotiation and documentation of this Agreement. The Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. The

Developer is aware of and understands that any such act(s), omission(s) or other conduct in violation of applicable law resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

14.3 Covenant Against Discrimination. The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

15. MORTGAGEE PROTECTION.

15.1 Developer's Breach Not Defeat Mortgage Lien. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage made in good faith and for value but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

15.2 Holder Not Obligated to Continue Expanded Use. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to continue the expanded use at the Property, or to continue the public benefits described in Exhibit C. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement, the Development Plan, or applicable law.

15.3 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever the City shall deliver any notice or demand to the Developer with respect to any Default or alleged Default by Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such holder as may be identified in such a written request by such holder.

15.4 Right to Cure. Each holder (insofar as the rights of the City are concerned) shall have the right, at its option, within thirty (30) days after the receipt of the notice, and thirty (30) days after Developer's cure rights under Section 10.2 have expired, whichever is later, to:

(a) Commence to obtain possession, if necessary, and commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest.

15.5 Changes Requested by Lenders. The City acknowledges that any prospective lender(s) providing financing for the Project may require or desire certain modifications to the terms of this Agreement (including, without limitation, the terms of this Section 15) and the City

agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. The City shall not unreasonably withhold its consent to any such requested modification provided such modification is consistent with the intent and purposes of this Agreement. Any such modifications shall be considered minor modifications subject to the provisions of Section 7.4.

16. GENERAL

16.1 Estoppel Certificates. Either Party (or a holder or prospective holder of a mortgage under Section 15) may at any time and from time to time deliver written Notice to the other Party requesting an estoppel certificate (the “Estoppel Certificate”) stating:

(a) This Agreement is in full force and effect and is a binding obligation of the Parties;

(b) This Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under this Agreement to the actual knowledge of the Party signing the Estoppel Certificate or, if there are existing defaults, identifying them.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. An Estoppel Certificate may be relied on by assignees and holders or prospective holders of a mortgage.

16.2 Force Majeure. The Term of this Agreement and the time within which the Developer or the City shall have the right or be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, acts of terrorism, insurrection, strikes, lock-outs, other labor disputes, labor or material shortages, riots, civil disturbances, floods, earthquakes, fires, windstorms, hail, casualties, natural disasters, acts of God, acts of the public enemy, epidemics or pandemics, quarantine or other public health restrictions, freight embargoes, lack of transportation attributable to any of these, acts or failure to act of the other Party, acts or the failure to act of any public or governmental agency or entity (except that acts or failure to act of the City shall not excuse performance by City), legal or governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party Claims or Litigation as described in Section 12.1 of this Agreement, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of obtaining knowledge of the commencement of the cause, or from the time such written notice by the Party claiming such extension is actually sent to the other Party, if such written notice is sent more than thirty (30) days after obtaining knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

16.3 Construction of Development Agreement. The language of this Agreement shall be

construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

16.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the procedures set forth in Section 12.1(b).

16.5 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend any action or proceeding against the other Party in connection with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable, out-of-pocket costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable, whether or not such action is prosecuted.

16.6 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees comprising Developer (if more than one).

16.7 Time of Essence. Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.8 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the Default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16.9 No Third-Party Beneficiaries. The only parties to this Agreement are the Developer and the City. Except with respect to the holder or prospective holder of any mortgage who shall be entitled to rely upon the provisions of Section 15 hereof to the same extent as if such holder were a party to this Agreement, there are no third-party beneficiaries of this Agreement and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

16.10 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

16.11 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

16.12 Notice.

(a) To the Developer. Any notice required or permitted to be given by the City to the Developer under this Agreement shall be in writing and delivered: (1) personally to Developer or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, and (2) by e-mail, addressed as follows:

With copy to: AltaMed
2040 Camfield Avenue
Los Angeles, CA 90040
Attention: Susana Smith Bautista
Email: ssbautista@altamed.org;
bconstant@altamed.org

or such other address as the Developer may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, addressed as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

or such other address as the City may designate in writing to the Developer.

(c) Notices provided pursuant to this Section shall be deemed received as of the earlier of: (i) date of delivery as shown on the affidavit of personal service or the courier or delivery service receipt; or (ii) date receipt of e-mail notice is acknowledged.

16.13 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.15 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

16.16 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16.17 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Operative Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record this Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.18 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

AltaMed Health Services Corporation, a
California nonprofit corporation

By: _____
Cástulo de la Rocha,
President & CEO

CITY OF MONTEBELLO, a municipal
corporation

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Christopher Jimenez
City Clerk

EXHIBIT “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT “B”

Site Map/Plan

EXHIBIT “C”

DESCRIPTION OF PUBLIC BENEFITS

The public benefits to be received by the City and its residents as a result of this Agreement include, without limitation, the following:

- A. One-Time Development Agreement Fee. Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 (“Development Agreement Fee”) for costs associated with the preparation and review of this Agreement by City’s staff, its legal counsel, and consultants. The Development Agreement Fee shall be separate from Developer Fees and Processing Fees required under this Agreement.
- B. One-Time Public Benefit Fee. Developer shall pay to the City a one-time Public Benefit Fee in the amount of Two Hundred Thousand Dollars (\$200,000). The City shall determine, in its sole discretion, the manner, purpose, use and expenditure of the Public Benefit Funds received by the City from the Developer.
- C. Developer Fees. Developer shall comply with the City’s Art in Public Places Program as required under Chapter 17.79 of the Montebello Municipal Code.
- D. Processing Fees. All applicable Processing Fees in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner that discriminates against the Developer or the Project.
- E. City Use of Art Gallery for Public Events. City shall have the right to use portions of the Property for events related to arts, culture, and education with prior approval from Developer up to seven (7) times per calendar year (“City Events”). The City shall provide Developer with at least thirty (30) days’ written notice of its intent to schedule a City Event and completion of the access agreement included as Exhibit D. The City shall be responsible for ensuring that its use of the Property complies with the terms of the Access Agreement in Exhibit D, and all applicable laws, including safety and capacity regulations. The City shall also be responsible for ensuring that the Property is left in the same condition as it was prior to the City Events.

ATTACHMENT C

SHEET INDEX

NO.	SHEET NO.	DESCRIPTION
ARCHITECTURAL		
1	A-0.0	PROJECT INFORMATION, SHEET INDEX, AREA ANALYSIS
2	A-0.1	GENERAL NOTES / ACCESS PATH OF TRAVEL
3	A-0.2	GENERAL MALL PARKING PLAN
4	A-0.3	ENLARGED DESIGNATED PARKING PLAN
5	A-0.4	2022 CALIFORNIA GREEN STANDARDS CODE - SHEET 1
6	A-0.5	2022 CALIFORNIA GREEN STANDARDS CODE - SHEET 2
7	A-0.6	2022 CALIFORNIA GREEN STANDARDS CODE - SHEET 3
8	D-01	DEMOLITION PLAN
9	A-1.0	PROPOSED FLOOR PLAN
10	A-1.1	ENLARGED SITE PLAN & TOPO. SURVEY
11	A-1.2	REFLECTED CEILING PLAN
12	A-1.4	EXTERIOR ELEVATION AND DETAILS
13	A-2.0	INTERIOR ELEVATIONS
14	A-3.0	WALL TYPE SECTIONS
15	A-4.0	ENLARGED RESTROOM FLOOR PLANS AND DETAILS
16	A-5.0	PARKING PLAN AND DETAILS
17	A-7.0	SCHEDULES
STRUCTURAL		
18	S-1.0	STRUCTURAL NOTES
19	S-1.1	TYPICAL STRUCTURAL DETAILS
20	S-1.2	TYPICAL STRUCTURAL DETAILS
21	S-2.0	MEZZANINE FRAMING PLAN
22	S-2.1	CEILING FRAMING PLAN
23	S-2.2	ROOF FRAMING PLAN
ELECTRICAL		
24	E-1	ELECTRICAL TITLE SHEET
25	E-2	LIGHTING PLAN
26	E-3	POWER PLAN
27	E-4	LIGHTING TITLE 24
28	E-5	ELECTRICAL ROOF PLAN
MECHANICAL		
29	M-0.1	HVAC TITLE 24
30	M-0.2	HVAC TITLE 24
31	M-1.1	HVAC EQUIPMENT SCHEDULE, NOTES & LEGEND
32	M-1.2	HVAC EQUIPMENT SCHEDULE, NOTES & LEGEND
33	M-2.1	HVAC FLOOR PLAN
34	M-2.2	HVAC ROOF PLAN
35	M-3.1	HVAC DETAILS
PLUMBING		
36	P-0.1	PLUMBING LEGEND, NOTES & SCHEDULES
37	P-0.2	PLUMBING TITLE 24 FORMS
38	P-2.1	PLUMBING OVERALL FLOOR PLAN
39	P-2.2	PLUMBING DWG. & W & V CUSTODIAL & RESTROOM FLOOR PLANS
40	P-2.3	PLUMBING DWG. & W & V LOUNGE & LECTURE FLOOR PLANS
41	P-3.1	PLUMBING DETAILS
42	P-4.1	PLUMBING SPECIFICATIONS
43	P-4.2	PLUMBING SPECIFICATIONS

STAMP APPROVAL

REVISIONS:

CONSULTANTS

STRUCTURAL:

CASTILLO ENGINEERING
1205 PINE AVE, STE. 201
LONG BEACH, CA 90813
(562) 682 - 3620

SURVEYOR:

JER ENGINEERING
15322 S. SAN SIMON LN.
LA MIRADA, CA 90638
(562) 652 - 0400

MECHANICAL:

ENGENIOUS GROUP INC.
 898 N. FAIROAKS AVE. STE. E
 PASADENA, CA 91030
 (626) 20-696-3850

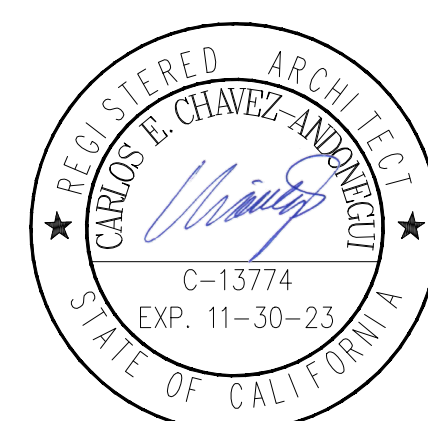
PLUMBING:

PLUMBING SYSTEMS WEST
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:

PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD
BELL GARDENS, CA 90201
(323) 423 - 7077

ARCHITECT



PROJECT: PROPOSED TENANT
IMPROVEMENT STORAGE
FOR:
ALTAMED HEALTH SERVICES

1401 NORTH MONTEBELLO
BLVD, CA 90604



ADM
ARCHITECTURAL DESIGN MATRIX

10855 BEVERLY DR WHITTIER CA 90601
Tel: (626) 403-9902

Drawing Title

PROJECT INFORMATION
SHEET INDEX
AREA ANALYSIS

Scale: AS SHOWN Date : 12/20/2022

Drawn by : G.L

Checked by : C.C.A.

Drawing Number **A-0.0**

THE FOLLOWING GENERAL NOTES ARE HEREBY INCORPORATED INTO THE WORK AND SHALL BE IMPLEMENTED AS APPLICABLE TO THE WORK.

- ALL WORKS AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE CODES AND ALL APPLICABLE LOCAL ORDINANCES, AS INDICATED IN CODES & REGULATIONS ON GO. WHERE CONTRACT DOCUMENTS EXCEED SUCH REQUIREMENTS, WITHOUT VIOLATING SUCH CODES, REGULATIONS AND ORDINANCES, CONTRACT DOCUMENTS TAKE PRECEDENCE. WHERE CODES CONFLICT, THE MORE STRINGENT SHALL APPLY.
- DURING THE ENTIRE CONSTRUCTION PERIOD, IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CONDITIONS AT THE PROJECT SITE TO MEET THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND CALIFORNIA OCCUPATIONAL REGULATIONS. THIS PROVISION SHALL COVER THE CONTRACTOR'S EMPLOYEES AND ALL OTHER PERSONS WORKING UPON OR VISITING THE SITE. THE CONTRACTOR SHALL BECOME FULLY INFORMED OF ALL APPLICABLE STANDARDS AND REGULATIONS AND INFORM ALL PERSONS AND REPRESENTATIVES RESPONSIBLE FOR WORK UNDER THIS CONTRACT.
- CONFIRM ALL NEW EXISTING CONDITIONS WITH THE CONTRACT DOCUMENTS. NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ALL DISCREPANCIES OR CONFLICTS. DIRECTION IS GIVEN BY ARCHITECT. IF CONTRACTOR PROCEEDS WITHOUT DIRECTION FROM ARCHITECT, IT SHALL BE AT CONTRACTORS RISK, AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CORRECTIVE ACTION.
- REVIEW THE ARCHITECTURAL DRAWINGS BEFORE THE INSTALLATION OF SYSTEM SHOWN ON CONSULTING ENGINEERS DOCUMENTS. DISCREPANCIES BETWEEN THE ARCHITECTURAL AND CONSULTING ENGINEERS DOCUMENTS SHALL BE BROUGHT TO ARCHITECT'S ATTENTION FOR DIRECTION. CONTRACTOR AT NO EXPENSE TO THE OWNER SHALL CORRECT CONSTRUCTION INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS.
- DO NOT SCALE THE CONSTRUCTION DOCUMENTS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED GRAPHICS. NOTIFY ARCHITECT IMMEDIATELY IN WRITING OF ALL ADDITIONAL REQUIRED DIMENSIONS. DO NOT PROCEED WITH WORK IN THE AREA OF DISCREPANCY OR CONFLICT UNTIL ARCHITECT GIVES DIRECTION. IF THE CONTRACTOR PROCEEDS WITHOUT DIRECTION FROM ARCHITECT, IT SHALL BE AT CONTRACTORS RISK, AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CORRECTIVE ACTION.
- CORRECT ALL WORK INSTALLED IN CONFLICT WITH THE CONSTRUCTION DOCUMENTS BY CONTRACTOR AS DIRECTED BY ARCHITECT AND AT NO ADDITIONAL EXPENSE TO THE OWNER.
- VISIT JOB SITE PRIOR TO BEGINNING WORK AND VERIFY ALL DIMENSIONS AND CONDITIONS.
- SECURE AND PAY FOR ALL PERMITS, GOVERNMENTAL FEES AND LICENSES REQUIRED FOR PROPER COMPLETION OF THE WORK. REQUEST ALL INSPECTIONS REQUIRED BY LOCAL GOVERNMENTAL AGENCIES AND COORDINATE THE WORK ACCORDINGLY.
- WHERE WORK OR EQUIPMENT IS INDICATED "N.I.C." (NOT IN CONTRACT) ON THE DRAWINGS, SUCH WORK AND/OR EQUIPMENT SHALL BE PROVIDED BY OTHERS. CONTRACTOR SHALL COORDINATE AND COOPERATE TO EFFECT SUCH INSTALLATION.
- DIMENSIONS FOR STRUCTURAL BEAMS AND COLUMNS ARE TO CENTERLINE UNLESS NOTED OTHERWISE.
- DIMENSIONS FOR CONCRETE ARE TO FACE OF CONCRETE UNLESS NOTED OTHERWISE. DIMENSIONS FOR CMU ARE MINOMAL AND TO FACE OF CMU UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS SHOWN FOR INTERIOR PARTITIONS ARE TO FACE OF FINISH AT NEW CONSTRUCTION AND FACE OF FINISH AT EXISTING CONSTRUCTION, UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE NOT ADJUSTABLE WITHOUT THE REVIEW OF ARCHITECT UNLESS NOTED "(+)" OR "VERIFY" DIMENSIONS NOTED "HOLD" SHALL BE CONSIDERED AS ABSOLITE AND USED FOR LAY-OUT CONTROL UNLESS OTHERWISE DIRECTED BY ARCHITECT.
- ALL HEIGHTS ARE DIMENSIONED FROM TOP OF SLAB UNLESS NOTED "AFF" (ABOVE FINISH FLOOR.)
- "TYPICAL" MEANS COMPARABLE CHARACTERISTICS FOR THE ELEVATION OR DETAIL NOTED. WHEN A DETAIL OR NOTE IS IDENTIFIED AS "TYPICAL," CONTRACTOR SHALL APPLY THIS DETAIL OR NOTE TO EVERY LIKE CONDITION, WHETHER OR NOT THE REFERENCE IS REPEATED IN EVERY INSTANCE. VERIFY DIMENSIONS AND ORIENTATION ON PLANS.
- PROVIDE WORK NOT SPECIFICALLY DETAILED OR SPECIFIED IN ACCORDANCE WITH DETAILS OR SIZES COVERING SIMILAR WORK.
- "SIMILAR" MEANS COMPARABLE CHARACTERISTICS FOR THE ELEVATION OR DETAIL NOTED. VERIFY DIMENSIONS AND ORIENTATION ON PLANS.
- ABBREVIATIONS THROUGHOUT THE DOCUMENTS COMPLY WITH DOCUMENT ABBREVIATION LIST OR ARE THOSE IN COMMON USE. ARCHITECT WILL DEFINE THE INTENT OF ANY IN QUESTION.
- REFER TO THE PROJECT MANUAL FOR GENERAL CONDITIONS, SUPPLEMENTARY AND SPECIAL CONDITIONS, AND OTHER REQUIREMENTS.
- PROVIDE BARRICADES AND PROTECTIVE DEVICES SEPARATING CONSTRUCTION AREAS. PROVIDE TEMPORARY PASSAGES AS REQUIRED. PRIOR TO DELIVERY OF MATERIALS TO CONSTRUCTION ZONE AND REMOVAL OF WASTE FROM SITE, CHECK WITH OWNER/ARCHITECT/RESIDENT INSPECTOR FOR ACCEPTABLE ACCESS ROUTE AND TIME. UNDER NO CIRCUMSTANCES USE AREA OUTSIDE THE CONSTRUCTION ZONE WITHOUT PRIOR CLEARANCE FROM THE OWNER/ARCHITECT/RESIDENT INSPECTOR. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUALS.
- PROVIDE FOR THE PROPER SEQUENCE OF CONSTRUCTION, LOCATION AND SIZE OF OPENINGS. COORDINATE ALL CONSTRUCTION AS INDICATED BY THE CONTRACT DOCUMENTS, INCLUDING SHOP DRAWINGS REVIEWED BY ARCHITECT.
- TAKE ALL MEASURES TO ACCOMPLISH THE WORK WITH THE MINIMUM NOISE AND DUST GENERATION TO MAXIMUM EXTENT POSSIBLE. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUAL.
- REMOVE ALL TRASH AND DEBRIS DAILY. DO NOT STORE BUILDING MATERIALS IN CORRIDORS AT ANY TIME. COMPLY WITH REQUIREMENTS AS SPECIFIED IN PROJECT MANUAL.
- PERFORM ALL CUTTING, PATCHING, AND FINISHING NECESSARY TO RESTORE THE BUILDING AND SITE ORIGINAL CONDITION OF ALL EXISTING PORTIONS OF THE BUILDING AND SITE AFFECTED BY CONTRACTORS WORK, TO THE SATISFACTION OF ARCHITECT AND OWNER.
- VERIFY POINTS OF CONNECTION, INCLUDING SIZES AND LOCATIONS AND ALL OTHER REQUIRED OPERATING CRITERIA WITH EQUIPMENT MANUFACTURER.
- COORDINATE THE LOCATION AND TYPE OF ALL ACCESS PANELS REQUIRED FOR ACCESSING MECHANICAL, PLUMBING, AND ELECTRICAL AND OTHER BUILDING SYSTEMS WITH ARCHITECT.
- CONTRACTOR SHALL STIPULATE THAT ALL PROPOSED SUBSTITUTIONS ARE EQUAL IN PERFORMANCE AND COMPLY WITH APPLICABLE CODES AND REGULATIONS. CONTRACTORS SUBSTITUTION OF ALTERNATE MATERIALS OR SYSTEMS SHALL BE AT NO ADDITIONAL COST TO OWNER.

MISCELLANEOUS FINISH NOTES

- ALL CEILING HEIGHT DIMENSIONS MEASURED TO FINISH SURFACES UNLESS NOTED OTHERWISE.
- EXTEND BASE MATERIAL BEHIND ALL MOVABLE EQUIPMENT AND INTO ALL ALCOVES, KNEE SPACES AND SIMILAR AREAS UNLESS NOTED OTHERWISE.
- WHEN COUNTERTOP SPLASH IS REQUIRED, EXTEND SPLASH ON SIDES WHERE COUNTER JOINS ADJACENT WALL SURFACE UNLESS NOTED OTHERWISE.
- ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTERS 8 AND 25A, PART 2, TITLE 24, CCR, INCLUDING TABLE 8-A, AND TABLES 25A-25I.
- PROVIDE BACKING PLATES BLOCKING BEHIND ALL WALL MOUNTED EQUIPMENT, CASEWORK, AND ACCESSORIES AS REQUIRED FOR POSITIVE ATTACHMENT TO STRUCTURE. SEE DETAILS ON A8.0.2.
- SEAL ALL PENETRATIONS OF SOUND RATED PARTITIONS, FLOORS OR CEILING ASSEMBLIES, INCLUDING ELECTRICAL DEVICES, CABINETS AND OTHER ELEMENTS WITH APPROVED RESILIENT SEALANT. SEE AGENCY NOTES FOR PENETRATIONS REQUIREMENTS OF FIRE RATED AND SOUND RATED ASSEMBLIES.

ACCESSIBLE PATH OF TRAVEL		N.T.S.	3
THE FOLLOWING ACCESSIBILITY NOTES ARE HEREBY INCORPORATED INTO THE WORK AND SHALL BE IMPLEMENTED AT ALL NEW CONSTRUCTION, REPAIRS, RENOVATIONS OR ADDITIONS. "PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS AT LEAST 48 INCH WIDE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/4" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM CROSS-SLOPE 2% TYPICAL AND SLOPE IN THE DIRECTION OF TRAVEL DOES NOT EXCEED 5%, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL VERIFY THAT ALL BARRIERS ON THE INDICATED PATH OF TRAVEL HAVE BEEN REMOVED." - PUBLIC WALKS FROM THE BUILDING TO THE PUBLIC WAY AND TO PARKING AREAS DESIGNATED AS ACCESSIBLE SHALL COMPLY WITH CHAPTER 11B, PART 2, TITLE 24, CCR. PROVIDE WALKS A MINIMUM OF 48 INCHES WIDE AND WITH A GRADIENT NOT GREATER THAN 5% (1:20), WITH NO ABRUPT CHANGES GREATER THAN 1/4 INCHES IN THE DIRECTION OF TRAVEL. - WALKS WITH LEVEL LANDINGS AT ALL EXTERIOR DOORS COMPLYING WITH CHAPTERS 10 AND 11B, PART 2, TITLE 24, CCR, WITH NOT LESS THAN 60 INCHES X 60 INCHES IN DIMENSION AND WITH MAXIMUM 2% SLOPE. - SURFACE CROSS SLOPE GRADIENT SHALL NOT EXCEED 2 PERCENT PER FOOT AT WALKS AND PATHS WITHIN THE ACCESSIBLE PATH OF TRAVEL. - ACCESSIBLE BUILDING ENTRANCES COMPLYING WITH CHAPTERS 10 AND 11B, PART 2, TITLE 24, CCR, UNLESS SHOWN OTHERWISE. - IDENTIFY EACH ACCESSIBLE PARKING SPACE WITH A PERMANENTLY AFFIXED REFLECTORIZED SIGN, NO SMALLER THAN 70 SQUARE INCHES, DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. WHEN LOCATED IN PATH OF TRAVEL, INSTALL BOTTOM OF SIGN AT MIN. 80 INCHES ABOVE FINISHED GRADE. HEIGHT 80 INCHES FROM BOTTOM OF SIGN TO FINISHED GRADE AT PATH OF TRAVEL. SIGN MAY BE CENTERED ON WALL AT THE INTERIOR END OF THE PARKING SPACE FINISHED GRADE. - PROVIDE SIGN AT EACH ENTRANCE TO OFF-STREET PARKING WITH ACCESSIBLE PARKING, NOT LESS THAN 17 x 22 INCHES IN SIZE, WITH LETTERING NOT LESS THAN 1 INCH IN HEIGHT CLEARLY AND CONSPICUOUSLY STATING THE FOLLOWING: (i) "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES MAY BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT (909) 989-9633." - PROVIDE EACH ACCESSIBLE PARKING SPACE A SURFACE APPLIED IDENTIFICATION DUPLICATING THE SYMBOL OF ACCESSIBILITY IN BLUE PAINT, A MINIMUM OF 3 x 3 FEET, AND VISIBLE FROM DRIVE AREA WHEN VEHICLE IS PROPERLY PARKED. - EACH GRADE LEVEL EXTERIOR EXIT DOOR THAT IS REQUIRED, SHALL COMPLY WITH SECTION 1013.1, AND SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD "EXIT" CBC 1013.4.1.		THE FOLLOWING ACCESSIBILITY NOTES ARE HEREBY INCORPORATED INTO THE WORK AND SHALL BE IMPLEMENTED AT ALL NEW CONSTRUCTION, REPAIRS, RENOVATIONS OR ADDITIONS. - AT THE TIME OF PERMIT ISSUANCE, CONTRACTOR SHALL SHOW THEIR VALID WORKERS' COMPENSATION INSURANCE CERTIFICATE. - THE ISSUANCE OF THE PERMIT SHALL NOT PREVENT THE BUILDING OFFICIAL FROM REQUIRING THE CORRECTION OF ERRORS ON THESE PLANS OR FROM PREVENTING ANY VIOLATION OF THE CODES ADOPTED BY THE CITY, RELEVANT LAWS, ORDINANCES, RULES AND/OR REGULATIONS. - ALL WORK SHALL CONFORM TO ALL REQUIREMENTS OF THE STATE OF CALIFORNIA TITLE 24 REGARDLESS OF THE INFORMATION INDICATED ON THESE PLANS. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL SUPERVISING THE CONSTRUCTION TO ENSURE THAT THE WORK IS DONE IN ACCORDANCE WITH THE CODE REQUIREMENTS PRIOR TO REQUESTING INSPECTION. - EXCESS OR CONCRETE WASTE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS. - STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEIPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND. FUELS, OILS, SOLVENTS AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WASTES. - ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT WASHED INTO THE DRAINAGE SYSTEM.	

GENERAL NOTES	FIRE AND LIFE SAFETY NOTES	APPLICABLE CODES	ACCESSIBILITY NOTES	STATE REQUIREMENTS	STAMP APPROVAL
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REVISIONS:

1.	ALL CEILING HEIGHT DIMENSIONS MEASURED TO FINISH SURFACES UNLESS NOTED OTHERWISE.
2.	EXTEND BASE MATERIAL BEHIND ALL MOVABLE EQUIPMENT AND INTO ALL ALCOVES, KNEE SPACES AND SIMILAR AREAS UNLESS NOTED OTHERWISE.
3.	WHEN COUNTERTOP SPLASH IS REQUIRED, EXTEND SPLASH ON SIDES WHERE COUNTER JOINS ADJACENT WALL SURFACE UNLESS NOTED OTHERWISE.
4.	ALL INTERIOR FINISHES SHALL COMPLY WITH CHAPTERS 8 AND 25A, PART 2, TITLE 24, CCR, INCLUDING TABLE 8-A, AND TABLES 25A-25I.
5.	PROVIDE BACKING PLATES BLOCKING BEHIND ALL WALL MOUNTED EQUIPMENT, CASEWORK, AND ACCESSORIES AS REQUIRED FOR POSITIVE ATTACHMENT TO STRUCTURE. SEE DETAILS ON A8.0.2.
6.	SEAL ALL PENETRATIONS OF SOUND RATED PARTITIONS, FLOORS OR CEILING ASSEMBLIES, INCLUDING ELECTRICAL DEVICES, CABINETS AND OTHER ELEMENTS WITH APPROVED RESILIENT SEALANT. SEE AGENCY NOTES FOR PENETRATIONS REQUIREMENTS OF FIRE RATED AND SOUND RATED ASSEMBLIES.

CONSULTANTS

STRUCTURAL:

CASTILLO ENGINEERING
1205 PINE AVE., STE. 201
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(562) 682 - 3620

SURVEYOR:

JER ENGINEERING
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(562) 652 - 0400

ARCHITECT

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(626) 696 - 3850

PLUMBING:

PLUMBING SYSTEMS WEST
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:

PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD.
BELL GARDENS, CA 90201
(323) 423 - 7077

PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES

1401 NORTH MONTEBELLO BLVD, CA 90604

ADM
ARCHITECTURAL DESIGN MATRIX

10855 BEVERLY DR. WHITTIER CA 90601
Tel: (626) 403-9902

Drawing Title

GENERAL NOTES

PATH OF TRAVEL

Job Number:

Scale: AS SHOWN Date: 12/20/2022

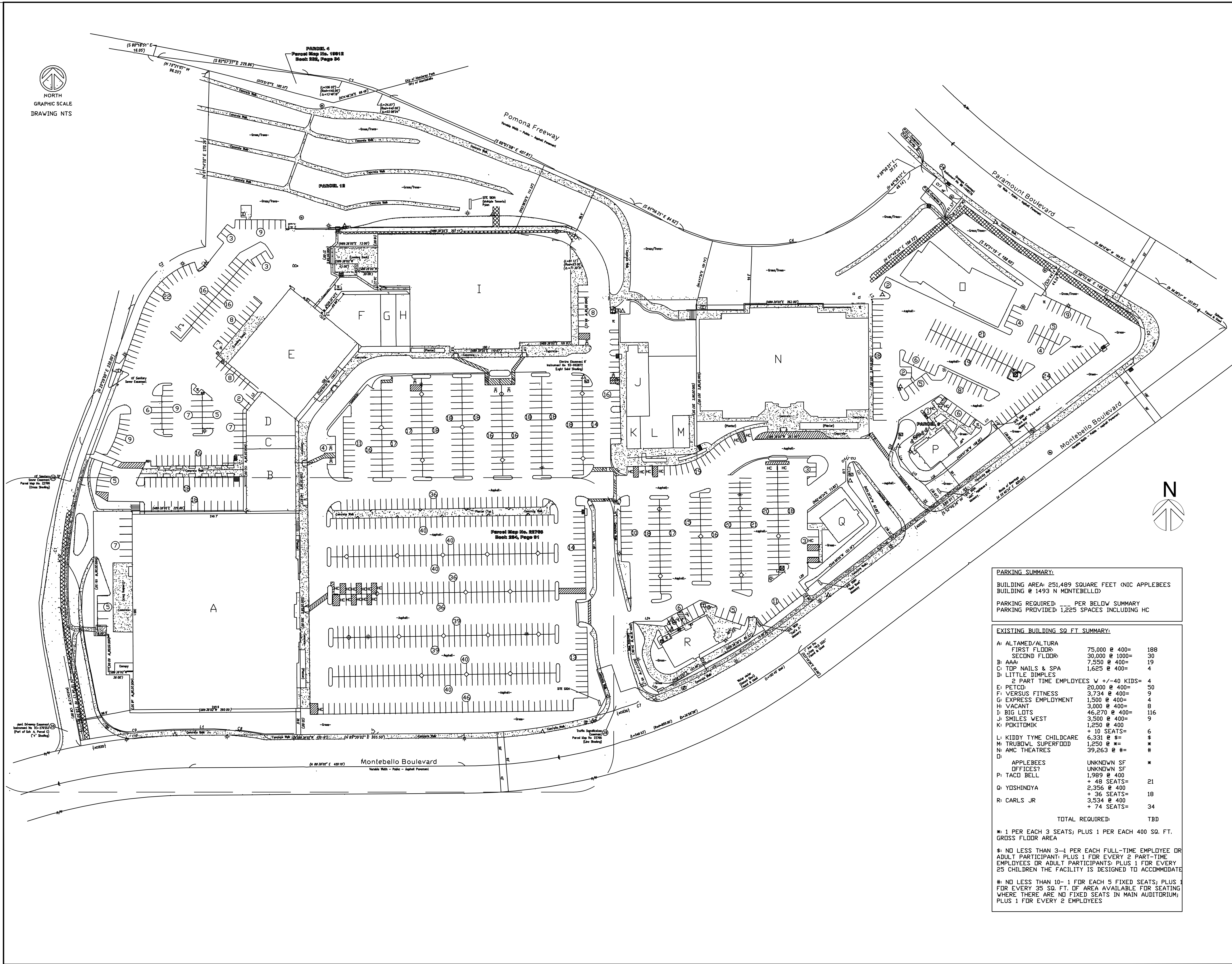
Drawn by:

Checked by: C.C.A.

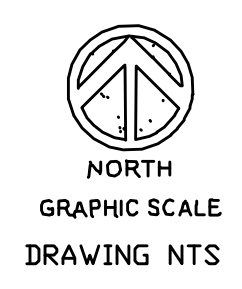
Drawing Number

A-0.1

Page 79 of 509



PARKING SUMMARY:	
BUILDING AREA: 251,489 SQUARE FEET (NIC APPLEBEES BUILDING @ 1493 N MONTEBELLO)	
PARKING REQUIRED: _____ PER BELOW SUMMARY	
PARKING PROVIDED: 1,225 SPACES INCLUDING HC	
EXISTING BUILDING SQ. FT. SUMMARY:	
A: ALTAMED/ALTURA	
FIRST FLOOR:	75,000 @ 400= 188
SECOND FLOOR:	30,000 @ 1000= 30
B: A&A	7,550 @ 400= 19
C: TOP NAILS & SPA	1,625 @ 400= 4
D: LITTLE DIMPLES	2 PART TIME EMPLOYEES +/- 40 KIDS= 4
E: PETCO	20,000 @ 400= 50
F: VERSUS FITNESS	3,734 @ 400= 9
G: EXPRESS EMPLOYMENT	1,500 @ 400= 4
H: VACANT	3,000 @ 400= 8
I: BIG LOTS	46,270 @ 400= 116
J: SMILES WEST	3,500 @ 400= 9
K: POKITOMIK	1,250 @ 400= 3
L: KIDDY TYME CHILDCARE	+ 10 SEATS= 6
M: TRUBOWL SUPERFOOD	6,331 @ 400= 16
N: AMC THEATRES	1,650 @ 400= 4
O: APPLEBEES	39,263 @ 400= 98
P: TACO BELL	UNKNOWN SF
Q: YOSHINOYA	1,989 @ 400= 5
R: CARLS JR	+ 48 SEATS= 21
	2,356 @ 400= 6
	+ 36 SEATS= 9
	3,534 @ 400= 9
	+ 74 SEATS= 19
TOTAL REQUIRED: TBD	
* 1 PER EACH 3 SEATS; PLUS 1 PER EACH 400 SQ. FT. GROSS FLOOR AREA	
* NO LESS THAN 3-1 PER EACH FULL-TIME EMPLOYEE OR ADULT PARTICIPANT; PLUS 1 FOR EVERY 2 PART-TIME EMPLOYEES OR ADULT PARTICIPANTS; PLUS 1 FOR EVERY 25 CHILDREN THE FACILITY IS DESIGNED TO ACCOMMODATE	
* NO LESS THAN 10- 1 FOR EACH 5 FIXED SEATS; PLUS 1 FOR EVERY 35 SQ. FT. OF AREA AVAILABLE FOR SEATING WHERE THERE ARE NO FIXED SEATS IN MAIN AUDITORIUM; PLUS 1 FOR EVERY 2 EMPLOYEES	



1
A-0.3

ELIZABETH A. HATTOX
CERTIFIED PROFESSIONAL DESIGNER
5046 COLUMBIA AVE., SUITE 200
MONTBELLO, CA 90640
TEL: (626) 338-1112 FAX: (626) 338-1113

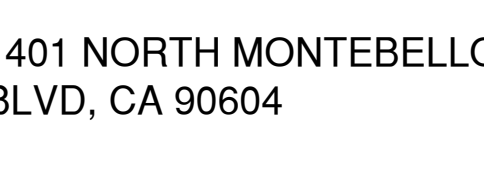
CALIFORNIA COUNCIL FOR
C C I D C
ELIZABETH A. HATTOX
CERTIFIED PROFESSIONAL DESIGNER
5046 COLUMBIA AVE., SUITE 200
MONTBELLO, CA 90640
TEL: (626) 338-1112 FAX: (626) 338-1113

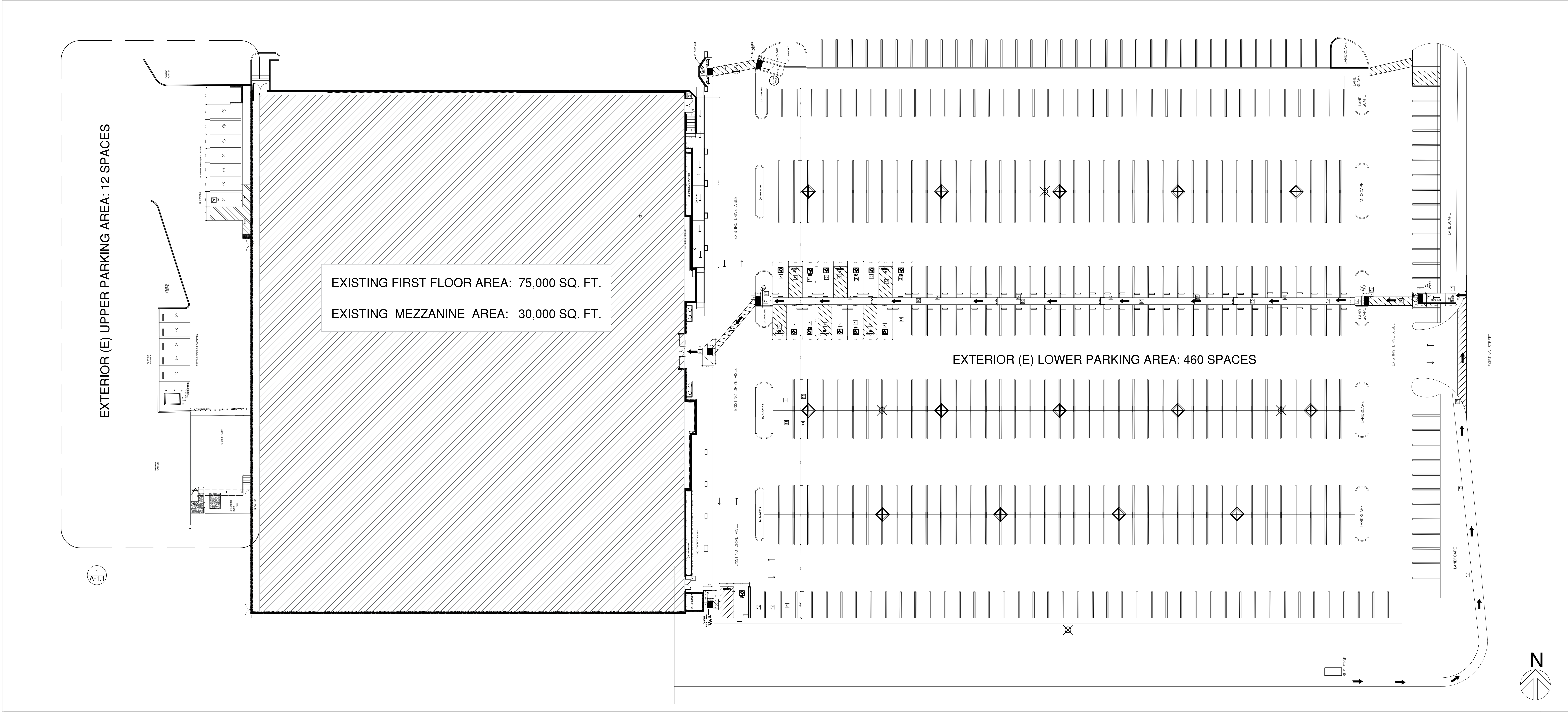
DESIGNED BY: _____ DATE: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
IN CHARGE: _____ DATE: _____

DATE: 07/31/23
RELEASED FOR PLANNING
DATE: _____
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DATE: _____
RELEASED FOR PLANNING

PA / PM: LH
DRAWN BY: HA
SQ. FTG.: _____
JOB NO.: 23-124-04

SHEET
PARKING
ANALYSIS
ST-1

(E) MONTEBELLO MALL PARKING LOT ANALYSIS										N.T. S.	1				
REVISIONS:		APPROVALS		CONSULTANTS		ARCHITECT		PROJECT:		STAMP APPROVALS					
				MECHANICAL: ENGENIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (62620 696 - 3850 STRUCTURAL: CASTILLO ENGINEERING 1205 PINE AVE. STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620 SURVEYOR: JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400		PLUMBING: PLUMBING SYSTEMS WEST 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 ELECTRICAL: PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077				PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTMED HEALTH SERVICES 1401 NORTH MONTEBELLO BLVD, CA 90604 		 10855 BEVERLY DR. WHITTIER CA 90601 Tel: (626) 403-9902		Drawing Title (E) GENERAL CENTER PARKING LOT ANALYSIS Job Number Scale: AS SHOWN Date: 07/31/2023 Drawn by : G.L. Checked by : C.C.A. Drawing Number A-0.2	



OFF-STREET PARKING REQUIREMENT ANALYSIS (SEE SHEET A-1.0, FLOOR PLAN, FOR AREA OCCUPANCY DESIGNATION)						MIN. # OF ACCESSIBLE PKG. REQUIREMENT AT MEZZANINE LEVEL:	# OF ACCESS PKG. SPACES:	ANALYSIS:	
TYPE OF USE (MEZZANINE)	CODE-REQUIRED PARKING	EXISTING FLOOR AREA	REQUIRED PARKING SPACES	EXISTING LOWER LEVEL PARKING	PROPOSED UPPER LEVEL PARKING	# PKG. SPACES 1 - 25	1	TOTAL NUMBER OF PARKING SPACES REQUIRED FOR ENTIRE BUILDING: 367	
OCCUPANCY 'B' TYPE OF USE: OFFICES & SUPPORT SERVICES	1 SPACE PER 400 SQ. FT. OF GROSS FLOOR AREA	22,503 SQ. FT.	56			FIRST FLOOR ACCESSIBLE PARKING WAS UPGRADED UNDER PREVIOUS PERMIT.		TOTAL NUMBER OF EXISTING PARKING SPACES AVAILABLE: 472 (460 + 12)	
OCCUPANCY 'A' TYPE OF USE: GALLERY	1 SPACE PER 35 SQ. FT. OF ASSEMBLY FLOOR AREA W/OUT FIXED SEATING	4,172 SQ. FT.	119					472 < 367	
OCCUPANCY 'S' TYPE OF USE: STORAGE	1 SPACE PER 1000 SQ. FT. OF GROSS FLOOR AREA	4,199 SQ. FT.	4					NOTES:	
	TOTAL MEZZANINE AREA:	30,000 SQ. FT.	179 TOTAL REQUIRED					1. SEE SHEET A-1.1.2 FOR ENTIRE SHOPPING AREA PARKING ANALYSIS.	
TYPE OF USE (LOWER LEVEL)								2. THE ALTAMED GALLERY SHALL BE OPEN TO THE PUBLIC ONCE A MONTH, ON A WEEKEND OR AFTER HOURS WHEN ALTAMED EMPLOYEES ON THE FIRST FLOOR ARE NO LONGER USING THE LOWER PARKING LOT. PROPOSED MEZZANINE USE HAS MORE THAN ENOUGH PARKING WHEN NOT IN USE CONCURRENTLY WITH FIRST FLOOR ALTAMED EMPLOYEES.	
OCCUPANCY 'B' TYPE OF USE: OFFICES & SUPPORT SERVICES	1 SPACE PER 400 SQ. FT. OF GROSS FLOOR AREA	75,000 SQ. FT.	188	460	12				
						N.A.			
						1			

CONSULTANTS

STRUCTURAL:
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1205 PINE AVE, STE. 201
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SURVEYOR:
JER ENGINEERING
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(562) 652 - 0400

MECHANICAL:
ENGENIOUS GROUP INC.
898 N. FAIROAKS AVE. STE. E
PASADENA, CA 91030
(626) 696 - 3850

PLUMBING:
PLUMBING SYSTEMS, INC.
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:
PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD.
BELL GARDENS, CA 90201
(323) 423 - 7077

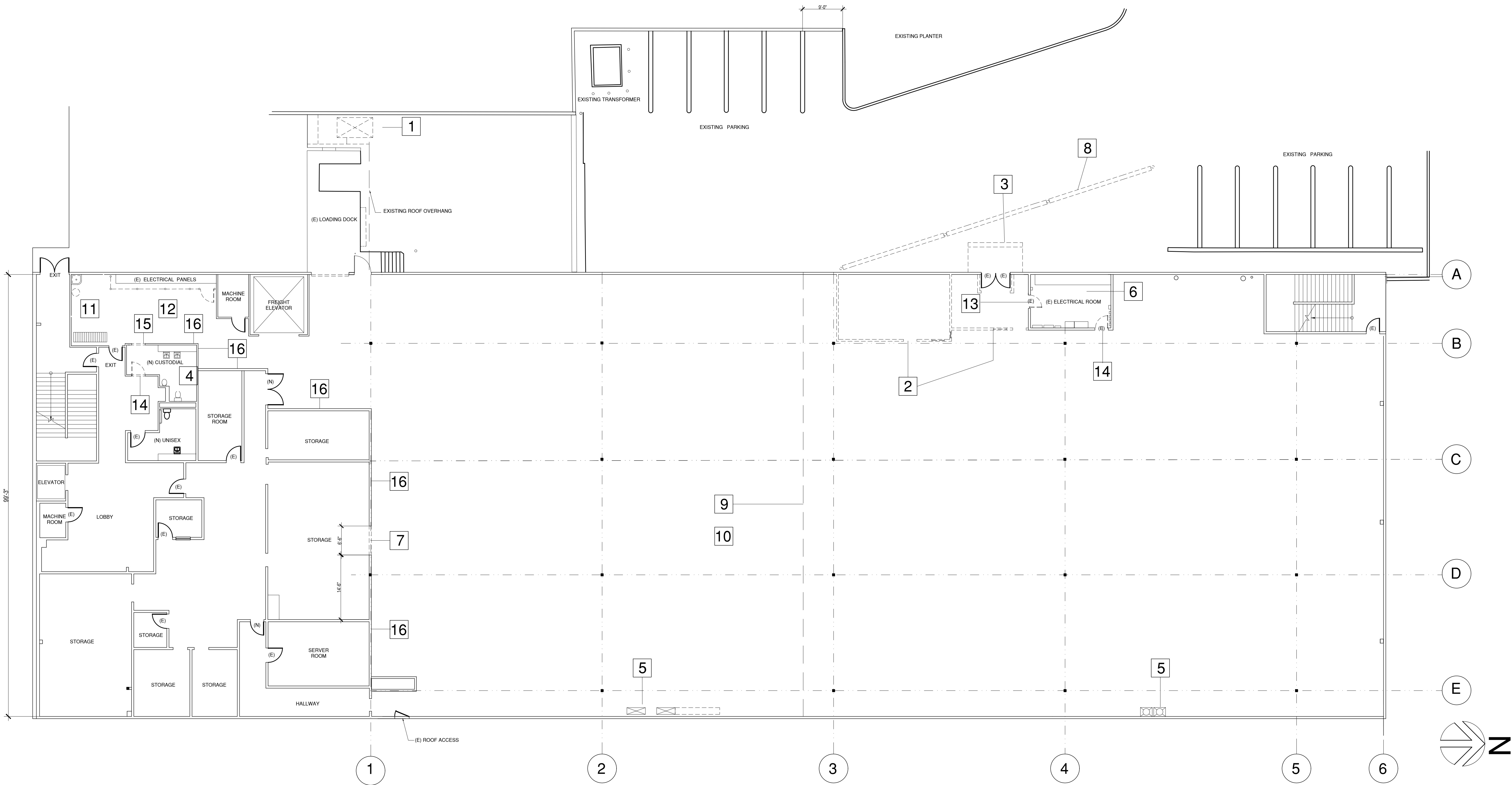
ARCHITECT

PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR:
ALTAMED HEALTH SERVICES
1401 NORTH MONTEBELLO BLVD, 2ND. FLR.,
MONTEBELLO, CA 90604

10855 BEVERLY DR WHITTIER CA 90601
Tel: (626) 403-9902

Drawing Title
(E) GENERAL PARKING LOT LOWER AND UPPER SITE PLAN.
PARKING ANALYSIS
Job Number
Scale: AS SHOWN : Date 06/21/2023
Drawn by : G.L.
Checked by : C.C.A.
Drawing Number
A-0.3

STAMP APPROVALS



LEGEND

- 1 REMOVE METAL TRASH COMPACTOR MECHANISM & ACCESSORIES.
- 2 REMOVE ROOM STRUCTURE IN ITS ENTIRETY, INCLUDING CEILING. SEE DEMO. NOTES.
- 3 REMOVE CANOPY & CONCRETE SUPPORT, ELECTRICAL ACCESSORIES.
- 4 REMOVE ALL RESTROOM FIXTURES & DOOR AND STORE FOR FUTURE REUSE PER OAR INSTRUCTIONS.
- 5 EXISTING AC UPRIGHT DUCTWORK TO REMAIN.
- 6 EXISTING ELECTRICAL ROOM AND EQUIPMENT TO REMAIN UNTIL FURTHER INSTRUCTIONS BY OAR.
- 7 CUT A 6'-6" x 7'-8" OPENING IN STUD WALL AND INSTALL A 4x8 HEADER.
- 8 CUT 6" x 8" CONCRETE CURB & GRIND CURB-FREE AREA TO RECEIVE RE-ASPHALT TO MATCH.
- 9 REMOVE CORRUGATED PANEL AT CEILING.
- 10 REMOVE ALL CEILING BATT INSULATION WITHIN PROJECT AREA AND CAP GRAVITY VENTS AT CEILING WITHIN STORAGE AREAS ONLY.
- 11 REMOVE WATER HEATER AND FLOOR SINK AND CAP REMAINING WATER PIPES AND DRAIN.
- 12 REMOVE +36" CHAIN-LINK BARRICADE; GRIND SMOOTH CONCRETE AT CONNECTIONS.
- 13 REMOVE 3'-0" X 7'-0" DR. INCREASE HT TO 8'-0". INSTALL NEW 3'-0" x 8'-0" DOOR
- 14 REMOVE DOOR & INFILL OPENING TO MATCH
- 15 REMOVE WALL FOR NEW 3' x 7'.
- 16 VERIFY EXISTING RATING OF WALL TO BE OF 1-HOUR CONSTRUCTION. IF NOT OF 1-HOUR CONST., REMOVE DRYWALL IF LESS THAN 5" THICKNESS AND/OR ADD DRYWALL TO CONFORM WITH 1-HR. RATING PER DETAIL 2. SHEET A-3.0.

AS-MEASURED EXISTING FLOOR PLAN / DEMOLITION PLAN

3/32" = 1'-0"

2

1. GENERAL:

- 1.1. DO NOT COMMENCE DEMOLITION UNTIL SAFETY PARTITIONS, BARRICADES, WARNING SIGNS AND OTHER FORMS OF PROTECTION ARE INSTALLED.
- 1.2. PROVIDE SAFEGUARDS, INCLUDING WARNING SIGNS, LIGHTS, AND BARRICADES FOR PROTECTION OF WORKERS, OCCUPANTS AND THE PUBLIC.
- 1.3. IF SAFETY OF EXISTING CONSTRUCTION APPEARS TO BE ENDANGERED, TAKE IMMEDIATE MEASURES TO CORRECT SUCH CONDITIONS; CEASE OPERATIONS AND IMMEDIATELY NOTIFY THE OAR.

2. DEMOLITION:

- 2.1. DO NOT THROW OR DROP MATERIALS. FURNISH RAMPS OR SHUTES AS REQUIRED BY THE WORK.
- 2.2. REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT NECESSARY FOR PROPER INSTALLATION OF WORK AND INTERFACING WITH EXISTING CONSTRUCTION. CUT BACK FINISHED SURFACES TO STRAIGHT, PLUMB OR LEVEL LINES AS REQUIRED FOR A SMOOTH TRANSITION.
- 2.3. WHERE OPENINGS ARE CUT OVERSIZE OR IN IMPROPER LOCATIONS, REPLACE OR REPAIR TO REQUIRED CONDITION.

3. CUTTING EXISTING CONCRETE:

- 3.1. CUTTING OF CONCRETE SHALL BE PERFORMED BY SKILLED WORKERS FAMILIAR WITH THE REQUIREMENTS AND SPACE NECESSARY FOR PLACING CONCRETE. PERFORM CONCRETE CUTTING WITH CONCRETE CUTTING WHEELS AND HAND CHISELS. DO NOT DAMAGE CONCRETE INTENDED TO STAY.
- 3.2. EXTENT OF CUTTING OF STRUCTURAL CONCRETE SHALL BE AS INDICATED ON DRAWINGS. CUTTING OF NON-STRUCTURAL CONCRETE SHALL BE AS INDICATED ON DRAWINGS OR AS REVIEWED BY THE ARCHITECT OR STRUCTURAL ENGINEER. REPLACE CONCRETE DEMOLISHED IN EXCESS OF AMOUNTS INDICATED.
- 3.3. WHERE OPENINGS ARE CUT OVERSIZE OR IN IMPROPER LOCATIONS, REPLACE OR REPAIR TO REQUIRED CONDITION.

4. REMOVAL OF EXISTING PLUMBING & ELECTRICAL EQUIPMENT AND SERVICES:

- 4.1. REMOVE EXISTING PLUMBING AND ELECTRICAL EQUIPMENT FIXTURES AND SERVICES NOT INDICATED FOR REUSE AND NOT NECESSARY FOR COMPLETION OF THE WORK. REMOVE ABANDONED LINES AND CAP UNUSED PORTIONS OF EXISTING LINES.

5. REMOVAL OF OTHER MATERIALS:

- 5.1. ROOFING: REMOVE AS REQUIRED, INCLUDING ACCESSORY COMPONENTS SUCH AS INSULATION AND FLASHINGS.
- 5.2. SHEET METAL: REMOVE BACK TO JOINT, LAP OR CONNECTION. SECURE LOOSE AND UNFASTENED ENDS OR EDGES AND PROVIDE A WATERTIGHT CONDITION. RE-SEAL AS REQUIRED.
- 5.3. GLASS: REMOVE BROKEN OR DAMAGED GLASS AND CLEAN REBATES AND STOPS OF GLAZING CHANNELS.
- 5.4. MODULAR MATERIALS SUCH AS ACOUSTICAL CEILING PANELS, RESILIENT TILE, OR CERAMIC TILE: REMOVE TO A NATURAL JOINT WITHOUT LEAVING DAMAGED OR DEFECTIVE WORK WHERE JOINING NEW WORK. AFTER FLOORING REMOVAL, CLEAN SUBSTRATES TO REMOVE SETTING MATERIALS AND ADHESIVES.
- 5.5. GYPSUM BOARD: REMOVE TO A PANEL LINE ON A STUD OR SUPPORT LINE.
- 5.6. REMOVE EXISTING IMPROVEMENTS NOT SPECIFICALLY INDICATED OR REQUIRED BUT NECESSARY TO PERFORM WORK. CUT TO CLEAN LINES, ALLOWING FOR INSTALLATION OF WORK.

6. PATCHING:

- 6.1. PATCH OR REPAIR MATERIALS TO REMAIN WHEN DAMAGED BY THE PERFORMANCE OF THE WORK OF DEMOLITION. FINISH MATERIAL AND APPEARANCE OF PATCH AND/OR REPAIR WORK SHALL MATCH EXISTING.

7. CLEANING:

- 7.1. CLEAN EXISTING MATERIALS TO REMAIN WITH APPROPRIATE TOOLS AND EQUIPMENT.
- 7.2. PROTECT EXISTING IMPROVEMENTS DURING CLEANING OPERATIONS.
- 7.3. DEBRIS PICK UP AREA SHALL BE KEPT BROOM-CLEAN AND WASHED DAILY WITH CLEAN WATER.
- 7.4. REMOVE WASTE AND DEBRIS, OTHER THAN THE ITEMS TO BE SALVAGED.

- 7.5. TURN SALVAGED ITEMS TO OWNER, OR STORE FOR REUSE WHERE REQUIRED. CONTINUOUSLY CLEAN UP AND REMOVE ITEMS AS DEMOLITION WORK PROGRESSES.
- 7.1. REMOVE RUBBISH, DEBRIS, AND WASTE MATERIALS AND LEGALLY DISPOSE OF OFF THE PROJECT SITE.

DEMOLITION NOTES

1

REVISIONS:

CONSULTANTS

STRUCTURAL:
CASTILLO ENGINEERING
1205 PINE AVE, STE. 201
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SURVEYOR:
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(562) 652 - 0400

MECHANICAL:

ENGINEIOUS GROUP INC.
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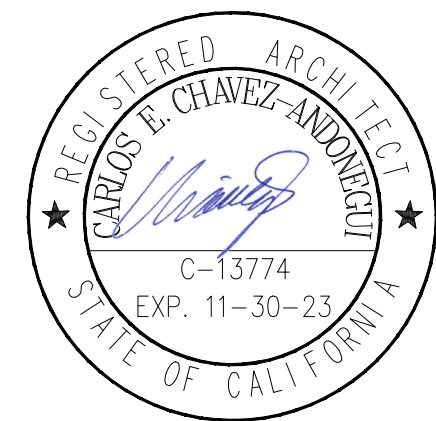
PLUMBING:

PLUMBING SYSTEMS WEST
31491 OUTER HIGHWAY 10
REDLANDS, CA 92373

ELECTRICAL:

PINNACLE ELECTRICAL
6750 FOSTER BRIDGE BLVD.
BELL GARDENS, CA 90201
(323) 423 - 7077

ARCHITECT



PROJECT: PROPOSED TENANT
IMPROVEMENT OF STORAGE
FOR:
ALTAMED HEALTH SERVICES
1401 NORTH MONTEBELLO
BLVD. 2ND FLR.
MONTEBELLO, CA 90604

AltaMed
AltaMed Health Services

ADM
ARCHITECTURAL DESIGN MATRIX

10855 BEVERLY DR. WHITTIER CA 90601
Tel: (626) 403-9902
E-mail: cca@admarchitects.us

Drawing Title

**DEMOLITION PLAN &
NOTES**

Job Number :

Scale: AS SHOWN Date :12/17/2022

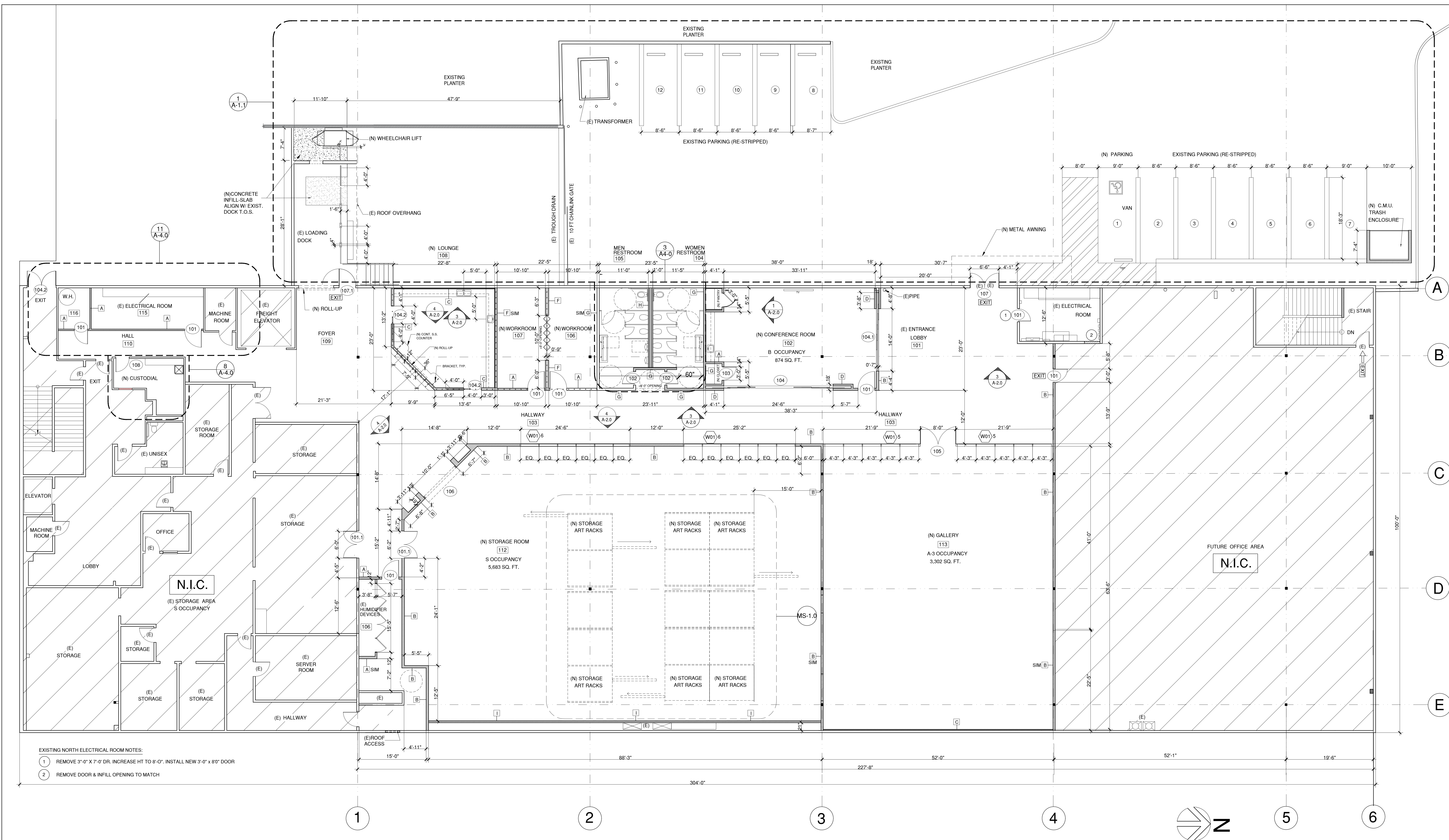
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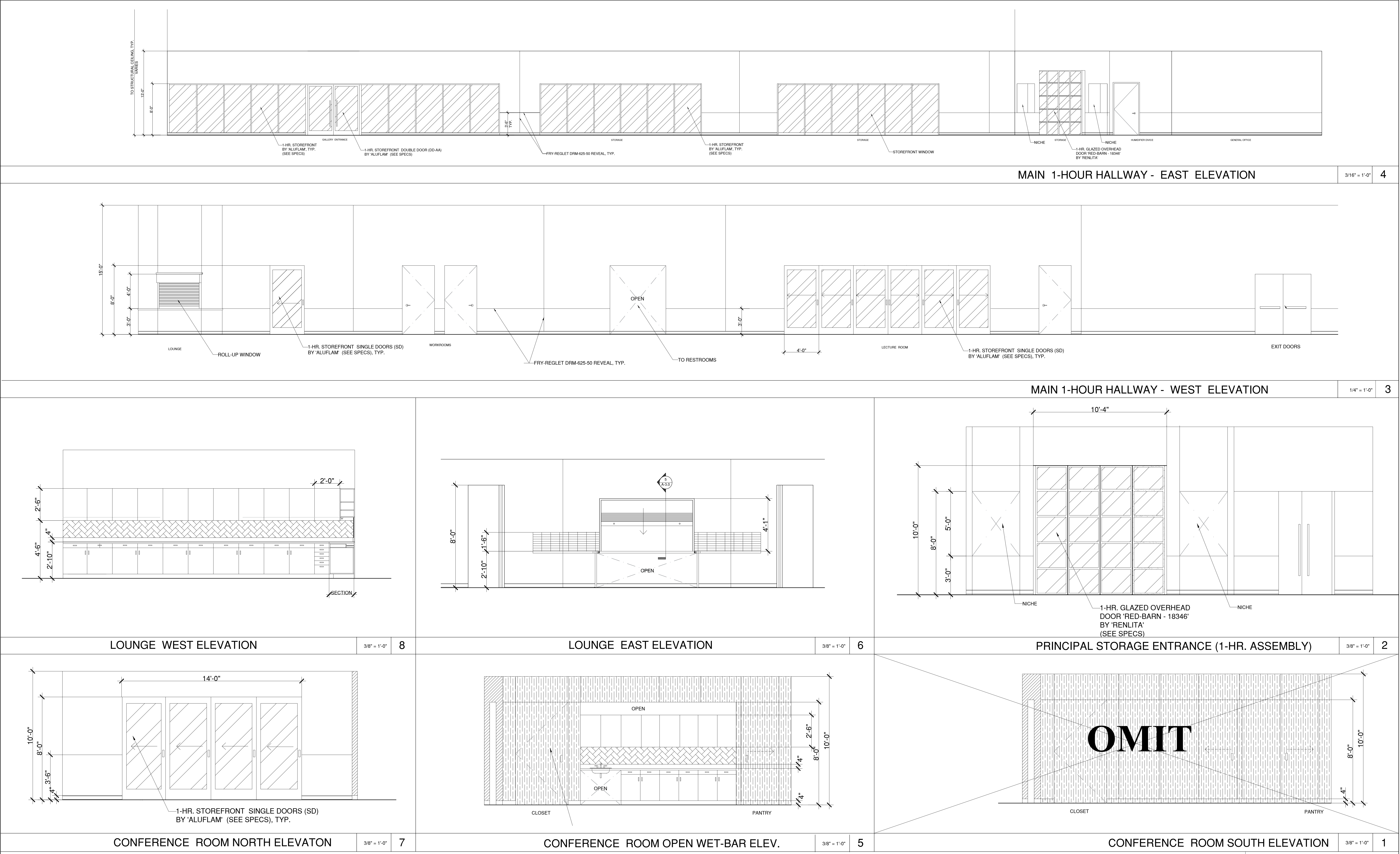
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Drawing Number

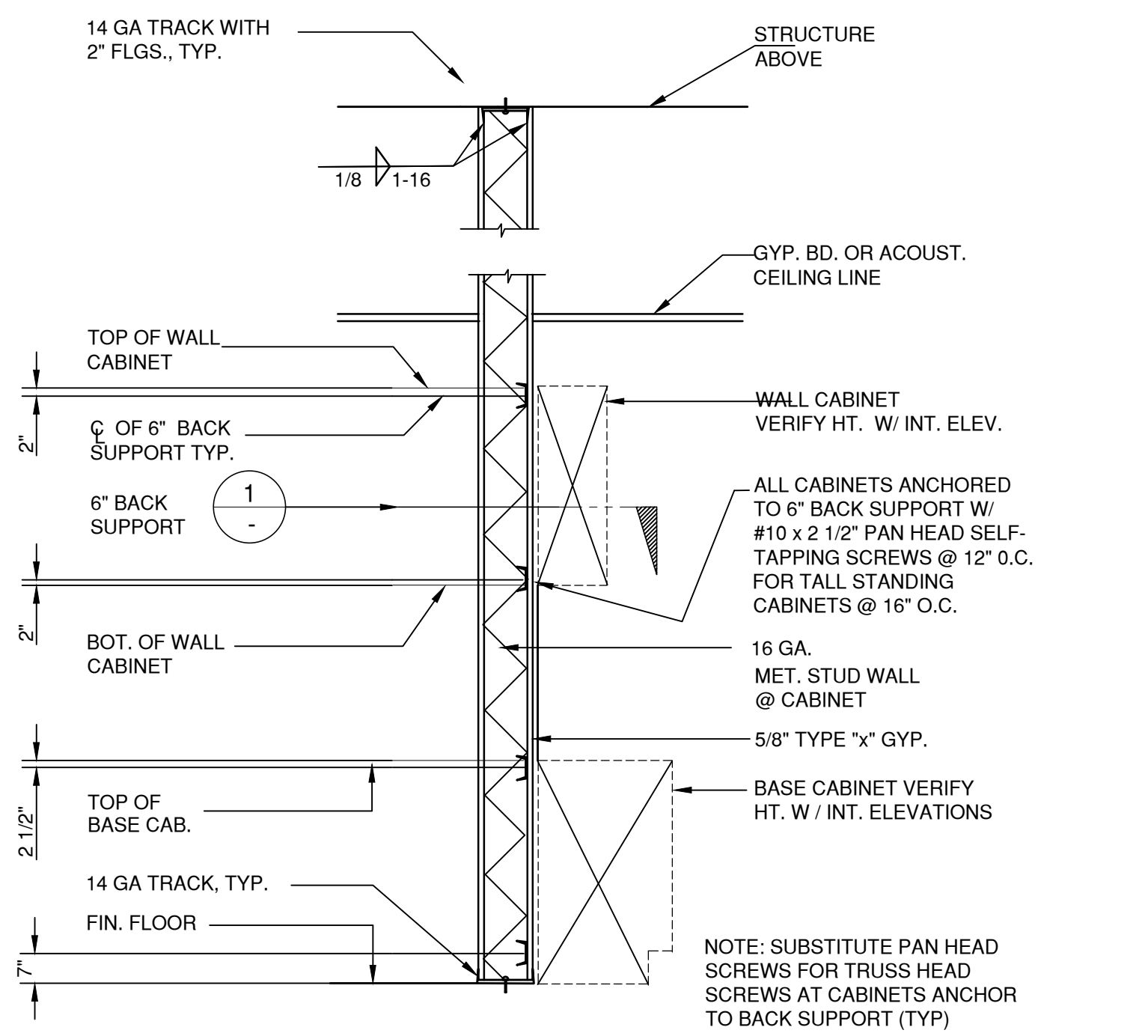
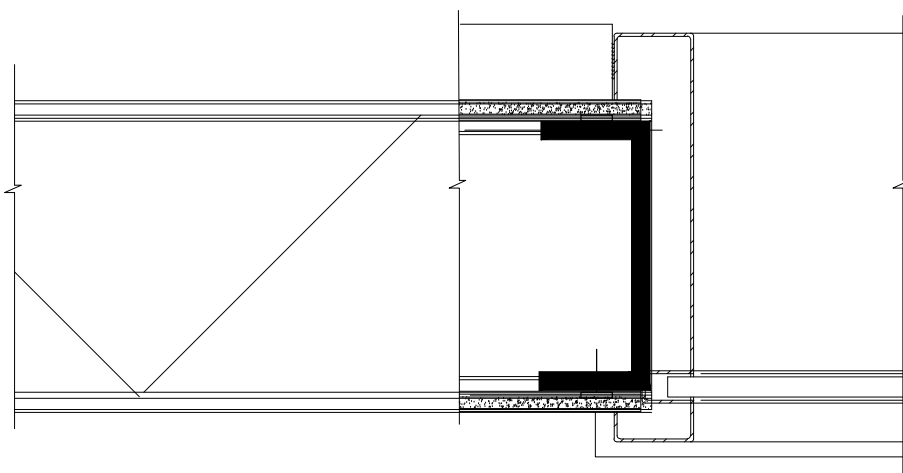
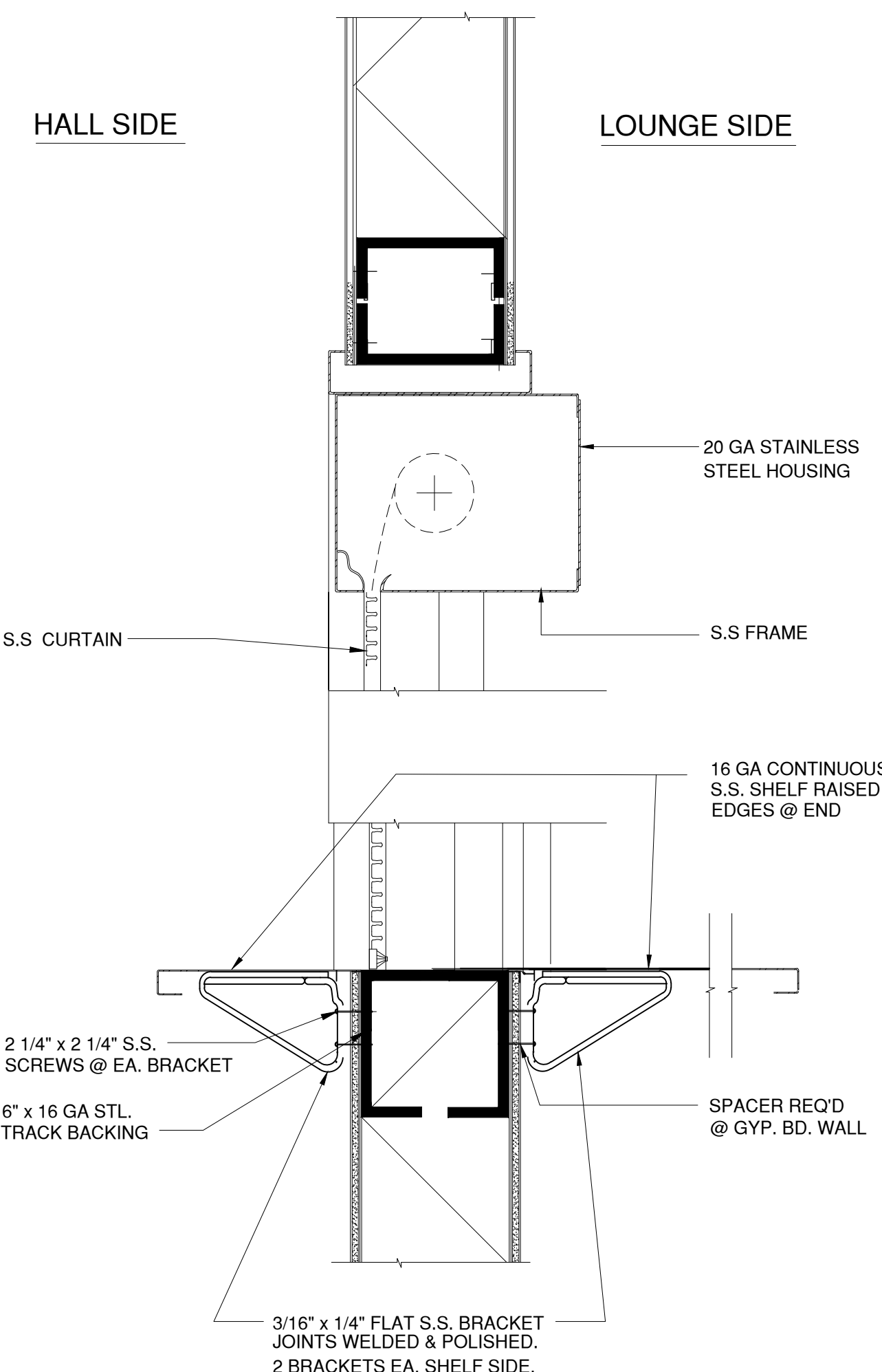
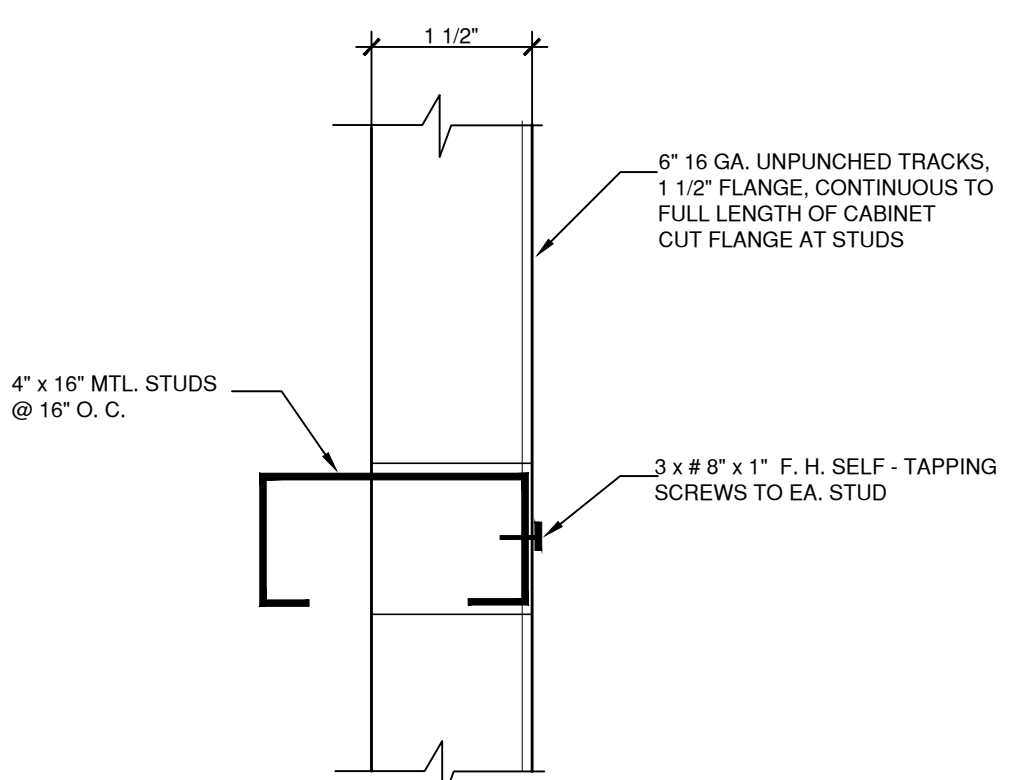
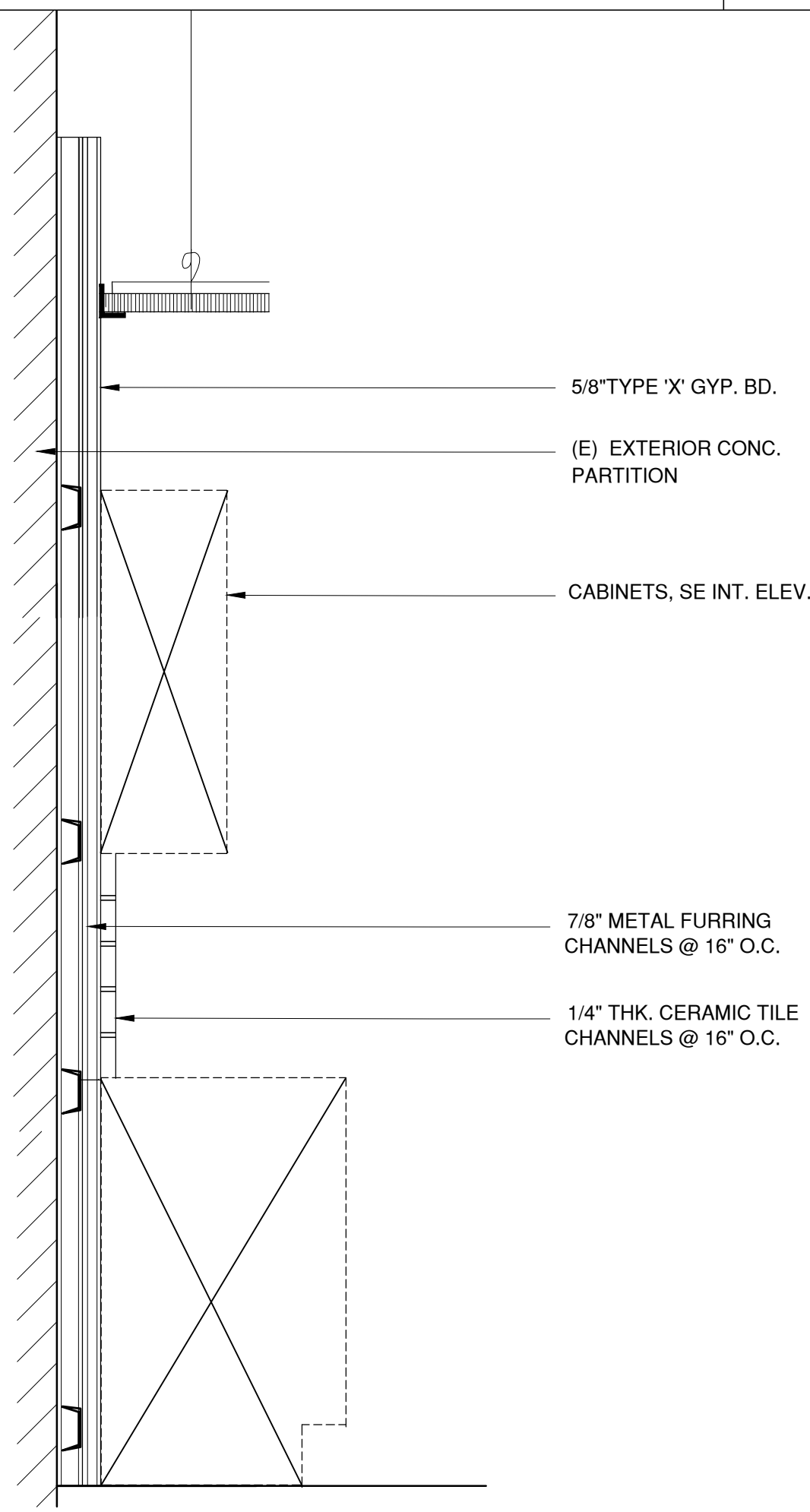
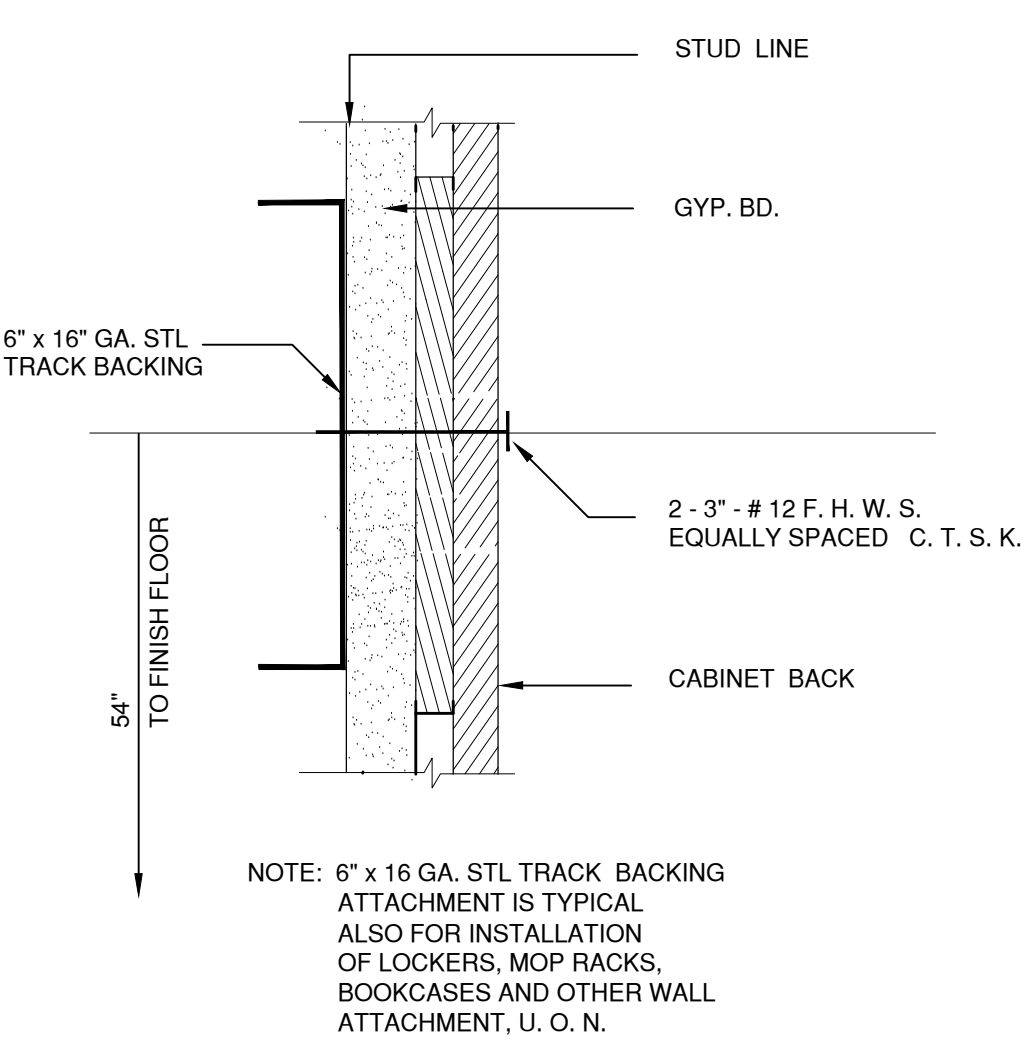
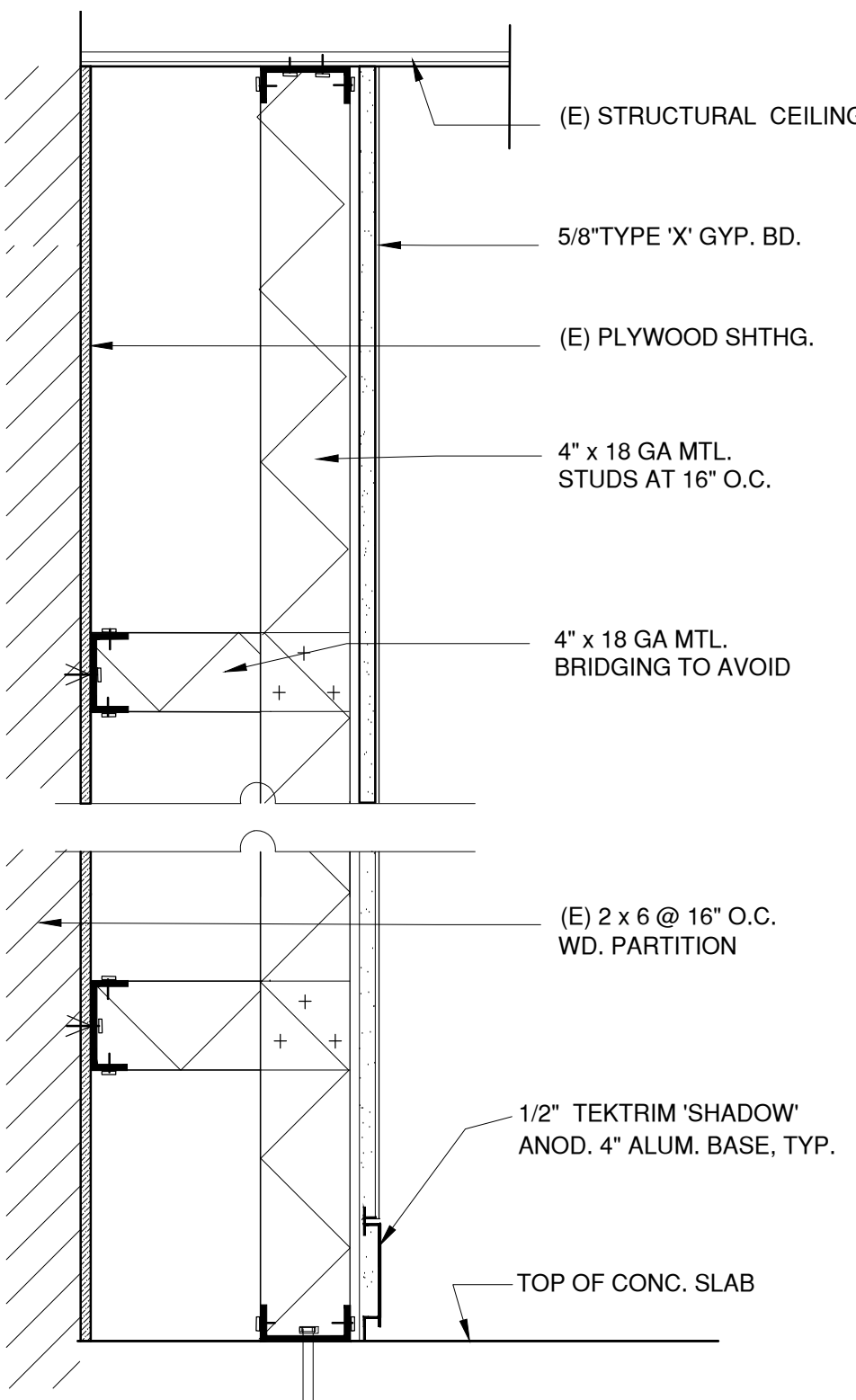
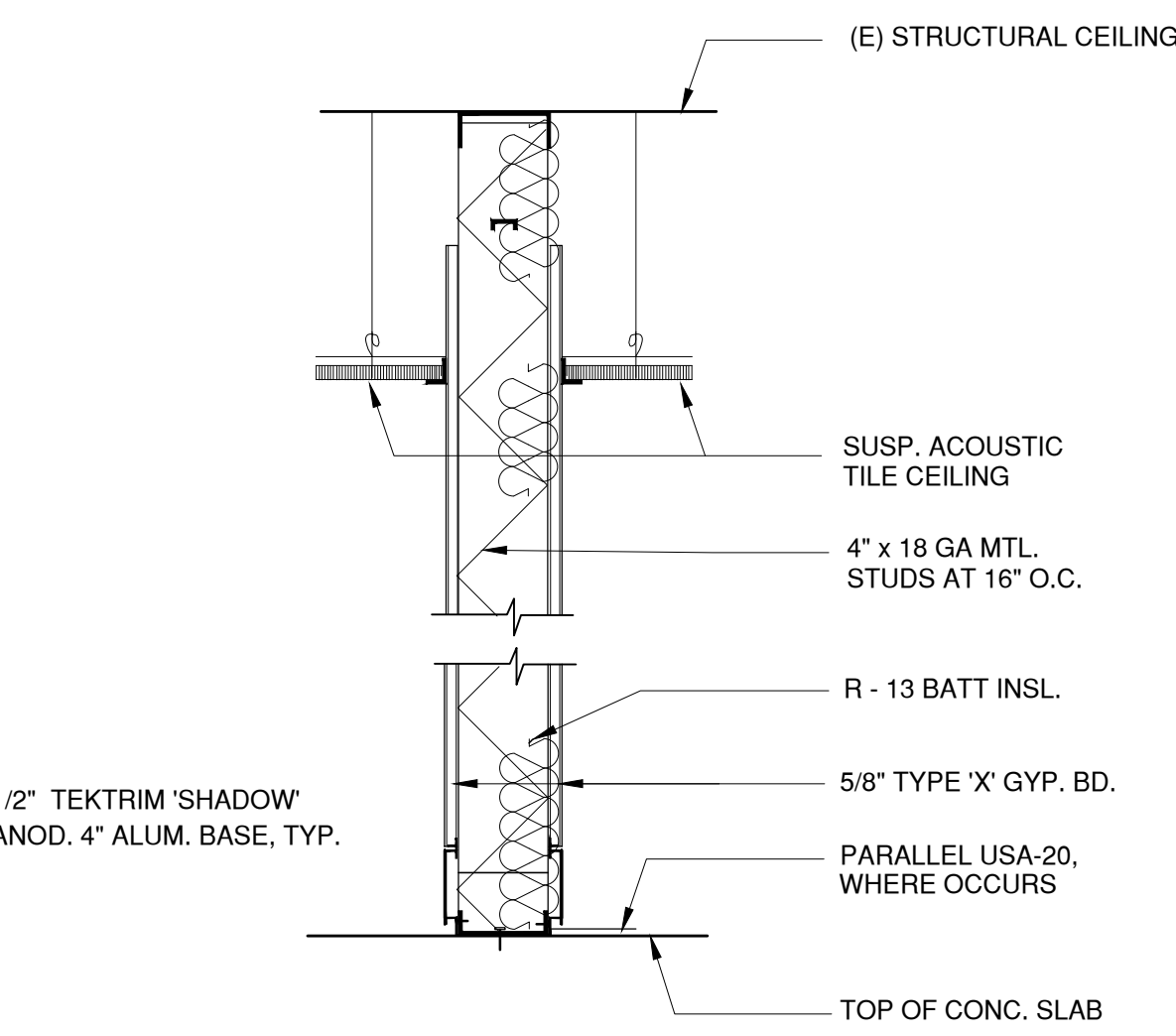
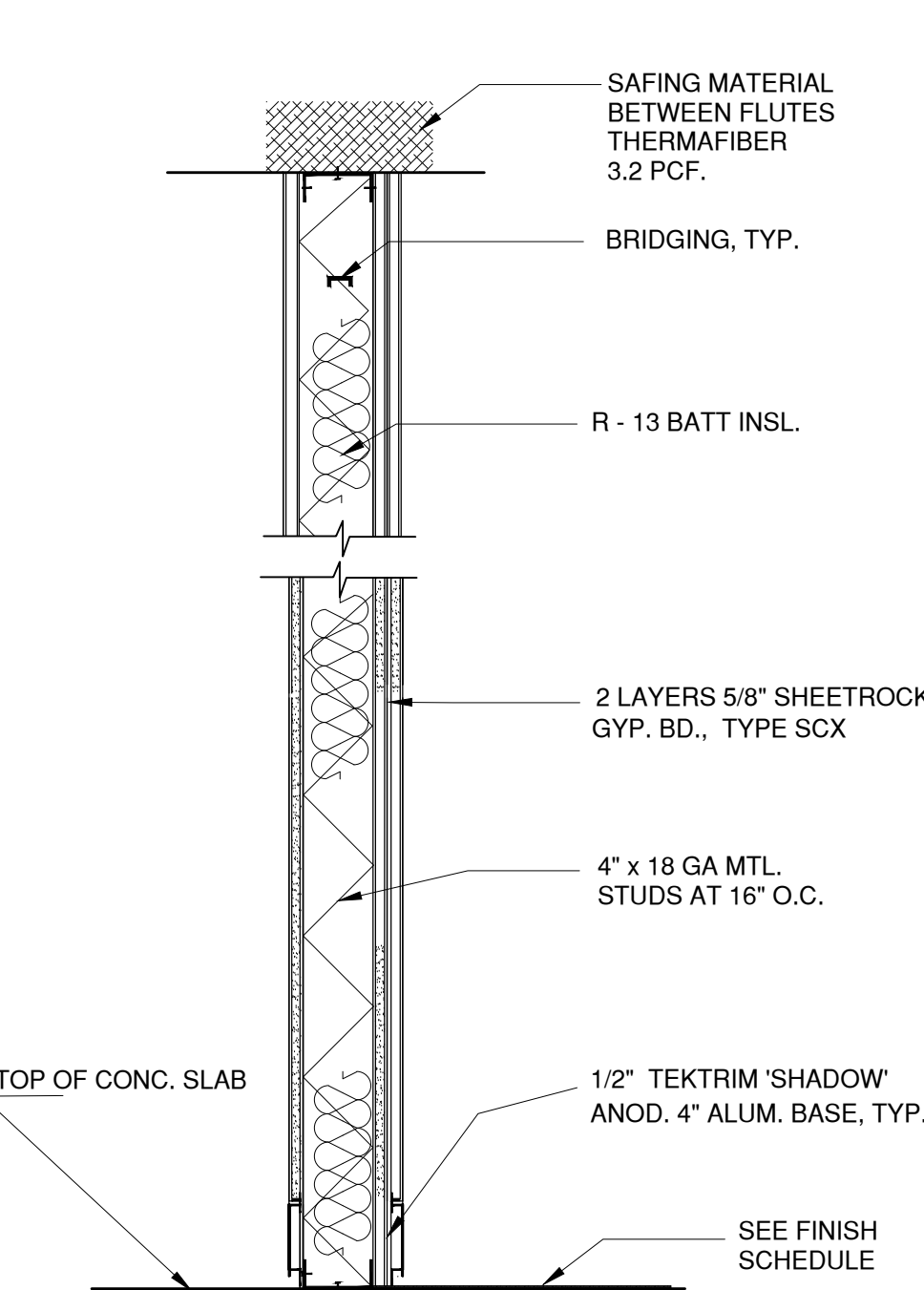
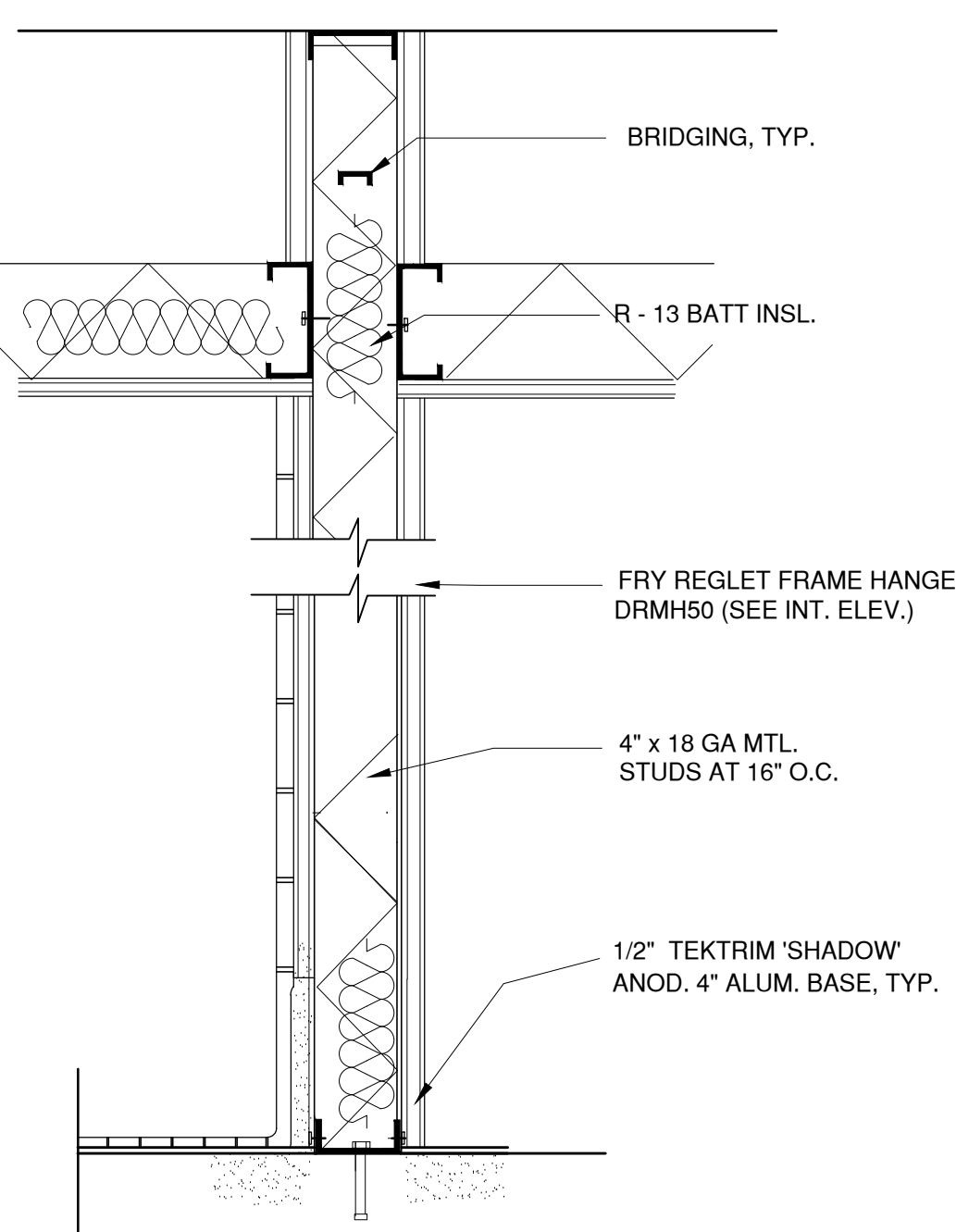
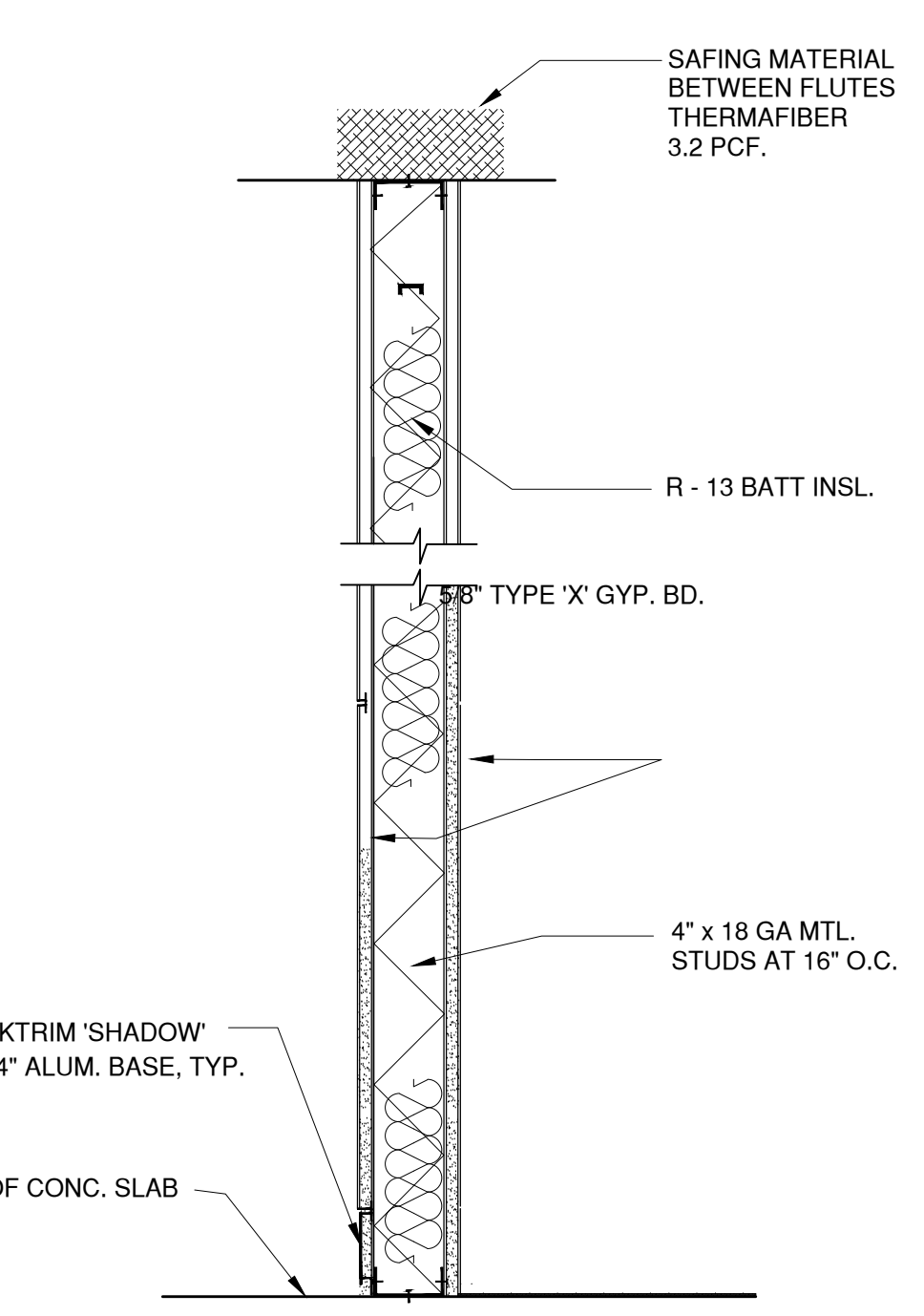
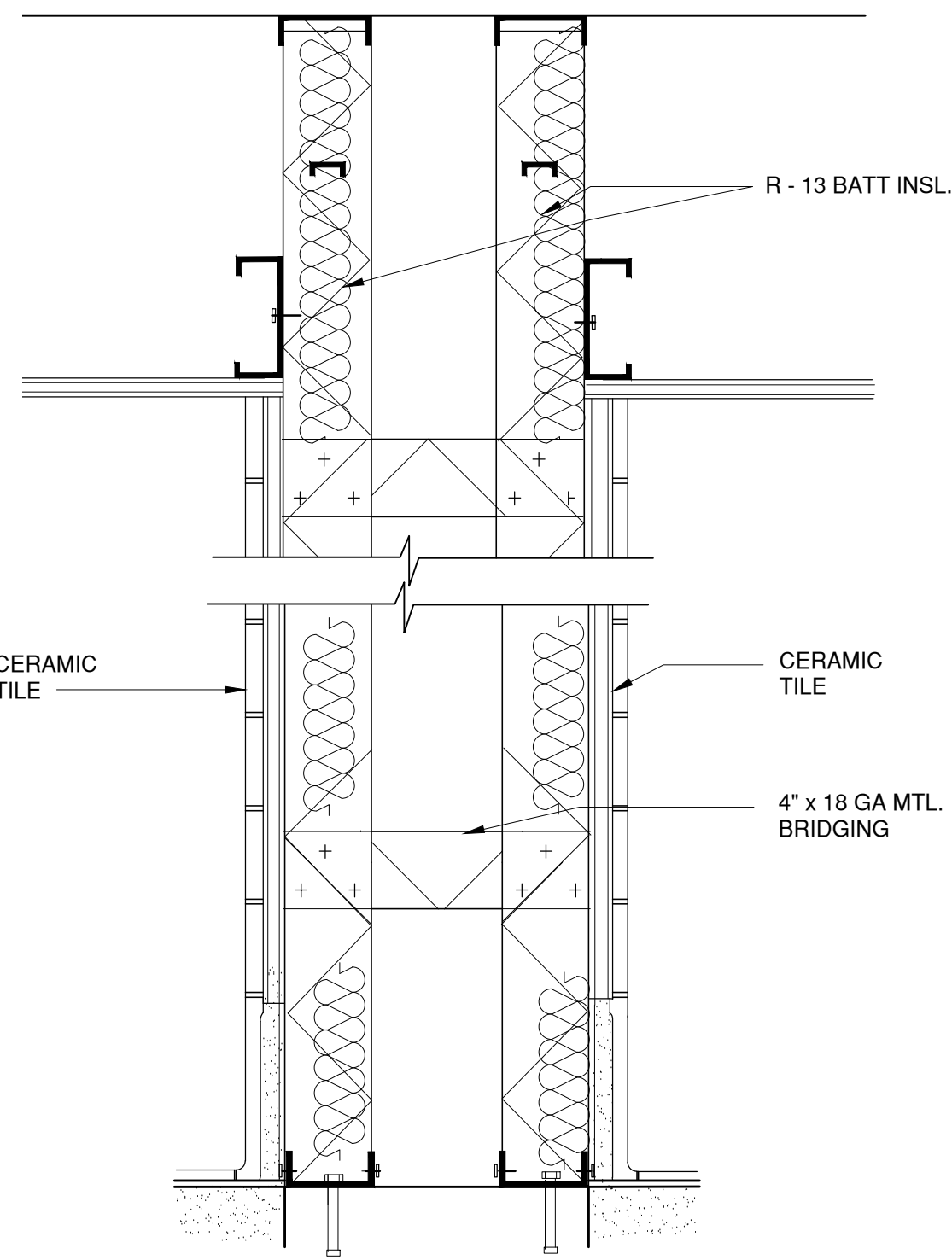
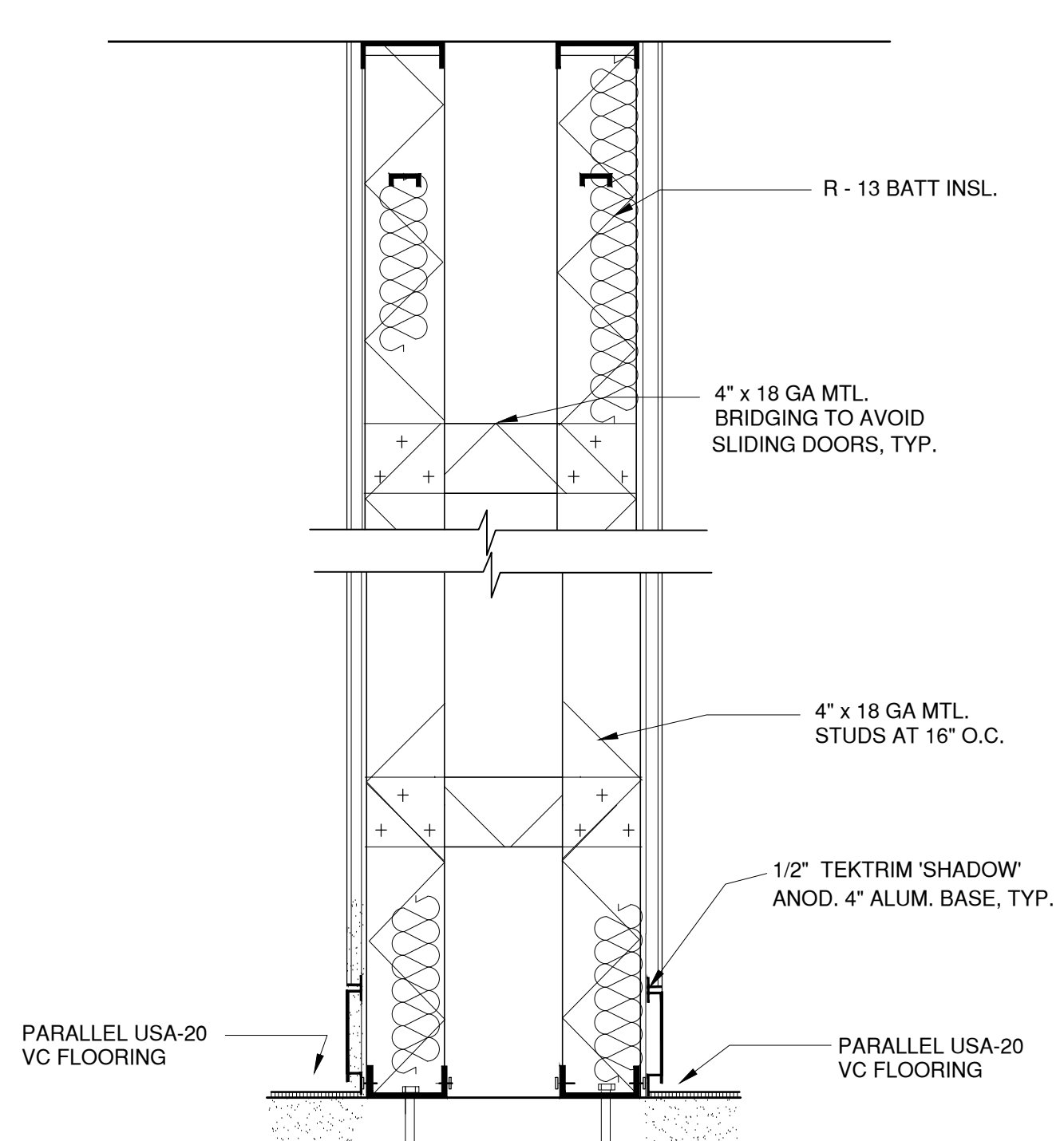
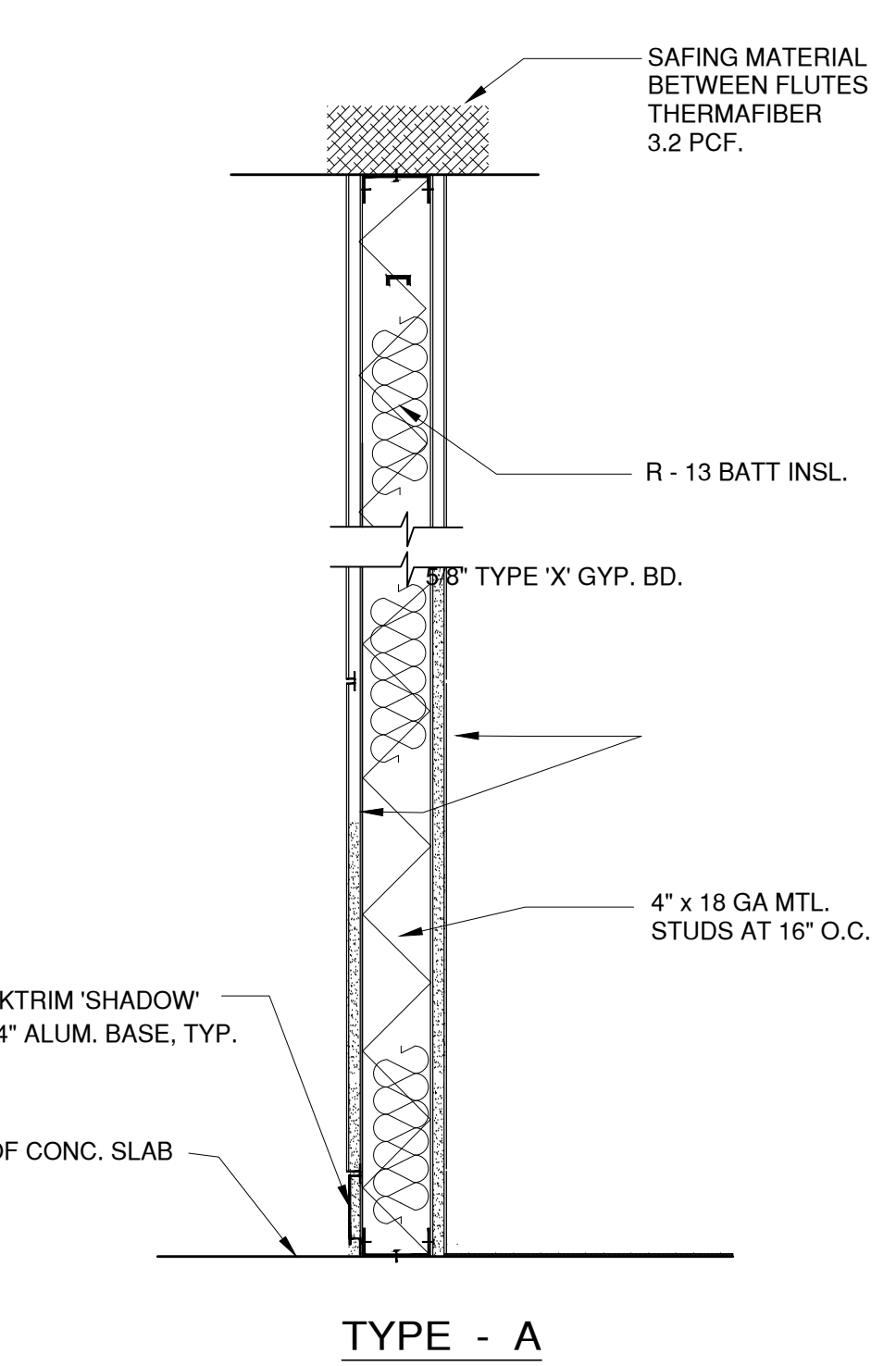
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STAMP APPROVAL





REVISIONS:		CONSULTANTS <u>STRUCTURAL:</u> CASTILLO ENGINEERING 1205 PINE AVE, STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620 <u>SURVEYOR:</u> JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400		<u>MECHANICAL:</u> ENGENIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850 <u>PLUMBING:</u> PLUMBING SYSTEMS WEST 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373 <u>ELECTRICAL:</u> PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077		ARCHITECT REGISTERED ARCHITECT CARLOS E. CHAVEZ-ANDON C-13774 EXP. 11-30-23 STATE OF CALIFORNIA		PROJECT: PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES 1401 NORTH MONTEBELLO BLVD, CA 90604		ADM ARCHITECTURAL DESIGN MATRIX 10855 BEVERLY DR WHITTIER CA 90601 Tel: (626) 403-9902		<table><tr><td>Drawing Title</td><td colspan="2">INTERIOR ELEVATIONS</td></tr><tr><td>Job Number</td><td colspan="2"></td></tr><tr><td>Scale:</td><td>AS SHOWN</td><td>Date 06/20/2023</td></tr><tr><td>Drawn by :</td><td colspan="2">G.L.</td></tr><tr><td>Checked by :</td><td colspan="2">C.C.A.</td></tr><tr><td>Drawing Number</td><td colspan="2">A-2.0</td></tr></table>		Drawing Title	INTERIOR ELEVATIONS		Job Number			Scale:	AS SHOWN	Date 06/20/2023	Drawn by :	G.L.		Checked by :	C.C.A.		Drawing Number	A-2.0		STAMP APPROVAL	
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Drawing Number	A-2.0																																

	 14 GA TRACK WITH 2" FLGS., TYP. STRUCTURE ABOVE 1/8" 1-16" GYP. BD. OR ACOUST. CEILING LINE TOP OF WALL CABINET C. OF 6" BACK SUPPORT TYP. 6" BACK SUPPORT 1 WALL CABINET VERIFY HT. W/ INT. ELEV. ALL CABINETS ANCHORED TO 6" BACK SUPPORT W/ #10 x 2 1/2" PAN HEAD SELF-TAPPING SCREWS @ 12" O.C. FOR TALL STANDING CABINETS @ 16" O.C. 16 GA. MET. STUD WALL @ CABINET 5/8" TYPE "X" GYP. BASE CABINET VERIFY HT. W/ INT. ELEVATIONS 2 1/2" TOP OF BASE CAB. 14 GA TRACK, TYP. FIN. FLOOR 7" NOTE: SUBSTITUTE PAN HEAD SCREWS FOR TRUSS HEAD SCREWS AT CABINETS ANCHOR TO BACK SUPPORT (TYP)	TYPICAL WALL ANCHORING @ CABINETS	1" = 1'-0"	4
 SERVING WINDOW JAMB	NO SCALE	6		
 HALL SIDE LOUNGE SIDE 20 GA STAINLESS STEEL HOUSING S.S. CURTAIN S.S. FRAME 16 GA CONTINUOUS S.S. SHELF RAISED EDGES @ END 2 1/4" x 2 1/4" S.S. SCREWS @ EA. BRACKET 6" x 16 GA STL. TRACK BACKING 3/16" x 1/4" FLAT S.S. BRACKET JOINTS WELDED & POLISHED, 2 BRACKETS EA. SHELF SIDE. SPACER REQ'D @ GYP. BD. WALL	SERVING WINDOW HEAD	NO SCALE	5	
	 6" x 16 GA. UNPINCHED TRACKS, 1 1/2" FLANGE, CONTINUOUS TO FULL LENGTH OF CABINET CUT FLANGE AT STUDS 4" x 16" MTL. STUDS @ 16" O.C. 3 x # 8" x 1" F.H. SELF-TAPPING SCREWS TO EA. STUD	TYP. BACK SUPPORT @ CABINETS	NO SCALE	3
	 5/8" TYPE "X" GYP. BD. (E) EXTERIOR CONC. PARTITION CABINETS, SE INT. ELEV. 7/8" METAL FURRING CHANNELS @ 16" O.C. 1/4" THK. CERAMIC TILE CHANNELS @ 16" O.C.	TYPE - J		
	 STUD LINE GYP. BD. 6" x 16" GA. STL. TRACK BACKING 2 - 3" - # 12 F. H. W. S. EQUALLY SPACED C. T. S. K. CABINET BACK 54" TO FINISH FLOOR NOTE: 6" x 16 GA. STL. TRACK BACKING ATTACHMENT IS TYPICAL ALSO FOR INSTALLATION OF LOCKERS, MOP RACKS, BOOKCASES AND OTHER WALL ATTACHMENT, U. O. N.	ATTACHMENT OF CAB. TO METAL STUD PARTITION	NO SCALE	2
	 (E) STRUCTURAL CEILING 5/8" TYPE "X" GYP. BD. (E) PLYWOOD SHTHG. 4" x 18 GA MTL. STUDS AT 16" O.C. 4" x 18 GA MTL. BRIDGING TO AVOID (E) 2 x 6 @ 16" O.C. WD. PARTITION 1/2" TEKTRIM "SHADOW" ANOD. 4" ALUM. BASE, TYP. TOP OF CONC. SLAB	TYPE - I		
	 (E) STRUCTURAL CEILING SUSP. ACOUSTIC TILE CEILING 4" x 18 GA MTL. STUDS AT 16" O.C. R - 13 BATT INSL. 5/8" TYPE "X" GYP. BD. PARALLEL USA-20, WHERE OCCURS TOP OF CONC. SLAB	TYPE - F		
	 SAFING MATERIAL BETWEEN FLUTES THERMAFIBER 3.2 PCF. BRIDGING, TYP. R - 13 BATT INSL. 2 LAYERS 5/8" SHEETROCK GYP. BD., TYPE SCX 4" x 18 GA MTL. STUDS AT 16" O.C. 1/2" TEKTRIM "SHADOW" ANOD. 4" ALUM. BASE, TYP. TOP OF CONC. SLAB SEE FINISH SCHEDULE	TYPE - C	1 1/2" = 1'-0"	1
	 BRIDGING, TYP. R - 13 BATT INSL. FRY REGLET FRAME HANGER DRMH50 (SEE INT. ELEV.) 4" x 18 GA MTL. STUDS AT 16" O.C. 1/2" TEKTRIM "SHADOW" ANOD. 4" ALUM. BASE, TYP.	TYPE - G		
	 SAFING MATERIAL BETWEEN FLUTES THERMAFIBER 3.2 PCF. R - 13 BATT INSL. 5/8" TYPE "X" GYP. BD. 4" x 18 GA MTL. STUDS AT 16" O.C. TOP OF CONC. SLAB	TYPE - B - UL U419: 1 HOUR	1 1/2" = 1'-0"	1
	 R - 13 BATT INSL. CERAMIC TILE 4" x 18 GA MTL. BRIDGING CERAMIC TILE	TYPE - H		
	 R - 13 BATT INSL. 4" x 18 GA MTL. STUDS AT 16" O.C. 1/2" TEKTRIM "SHADOW" ANOD. 4" ALUM. BASE, TYP. PARALLEL USA-20 VC FLOORING	TYPE - D		
	 SAFING MATERIAL BETWEEN FLUTES THERMAFIBER 3.2 PCF. R - 13 BATT INSL. 5/8" TYPE "X" GYP. BD. 4" x 18 GA MTL. STUDS AT 16" O.C. 1/2" TEKTRIM "SHADOW" ANOD. 4" ALUM. BASE, TYP. TOP OF CONC. SLAB	TYP. PARTITION TYPES	1 1/2" = 1'-0"	1

REVISIONS:		CONSULTANTS		MECHANICAL:		ARCHITECT		PROJECT:		PROPOSED TENANT IMPROVEMENT STORAGE FOR: ALTAMED HEALTH SERVICES		ADM ARCHITECTURAL DESIGN MATRIX		Drawing Title		STAMP APPROVAL	
		STRUCTURAL: GEORGE CASTILLO, S.E. MARGARITO CASTILLO, S.E. CASTILLO ENGINEER 1205 PINE AVE, STE. 201 LONG BEACH, CA 90813 (562) 682 - 3620		ENGINEIOUS GROUP INC. 898 N. FAIROAKS AVE. STE. E PASADENA, CA 91030 (626) 696 - 3850		REGISTERED ARCHITECT CARLOS E. CHAVEZ-ARMONCO C-13774 EXP. 11-30-23 STATE OF CALIFORNIA		1401 NORTH MONTEBELLO BLVD, CA 90604						WALL TYPE DETAILS			
		CIVIL: JOSE ERNESTO ROBLEDO JER ENGINEERING 15322 S. SAN SIMON LN. LA MIRADA, CA 90638 (562) 652 - 0400		PLUMBING: MIKE GRAHAM PLUMBING SYSTEMS, INC. 31491 OUTER HIGHWAY 10 REDLANDS, CA 92373								Job Number		Scale: AS SHOWN		Date: 12/08/2022	
				ELECTRICAL: ENNIS CHAVEZ PINNACLE ELECTRICAL 6750 FOSTER BRIDGE BLVD. BELL GARDENS, CA 90201 (323) 423 - 7077								Drawn by : G.L.		Checked by : C.C.A.			
												10855 BEVERLY DR WHITTIER CA 90601 Tel: (626) 403-9902		Drawing Number		A-3.0	

Notice of CEQA Exemption**To:**

County of Los Angeles
 Registrar-Recorder/County Clerk
 12400 Imperial Highway
 Norwalk, CA 90650

From:

City of Montebello
 Planning & Community Development Department
 1600 W. Beverly Blvd.
 Montebello, CA 90640

Lead Agency: City of Montebello, Planning and Community Development Department

Project Title: Development Agreement

Project Location: 1401 North Montebello Boulevard, Montebello, CA 90640

Case Number(s): Development Agreement No. 03-24 (Agreement No. 4417) & ENV No. 13-25

Description of Nature, Purpose, and Beneficiaries of Project: An ordinance approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation (“AltaMed”). The Development Agreement is associated with Conditional Use Permit No. PC-2024-0012-CUP, which authorizes AltaMed to establish and operate a private art gallery, along with related accessory uses, on the second floor of an existing commercial unit within the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, CA 90640.

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

Name of Person or Agency Carrying Out the Project: AltaMed Health Services Corporation, Luzmaria Chavez

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State code number: 15061(b)(3)

Justification for Project Exemption:

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the proposed Ordinance approving Development Agreement No. 03-24 (Agreement No. 4417) qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Since the adoption of an ordinance approving a Development Agreement does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

Lead Agency Contact Person: Joseph A. Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

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

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

☒ Signed by Lead Agency

☐ Signed by Applicant

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 14-25

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT
(CASE NO. PC-2024-0012-CUP) WITH CONDITIONS TO ALLOW THE
OPERATION OF A PRIVATE ART GALLERY FOR PROPERTY LOCATED AT
1401 NORTH MONTEBELLO BOULEVARD**

WHEREAS, on May 11, 2020, AltaMed Health Services Corporation (the “Applicant”) was issued a City business license for the purpose of operating an administrative business and professional office use within the Montebello Town Square shopping center located at 1401 North Montebello Boulevard, Montebello, California 90640, identified as Los Angeles County Assessor’s Parcel No. 5293-023-001 (the “Project Site”); and

WHEREAS, on August 21, 2024, the Applicant filed an application for a Conditional Use Permit (“CUP”) and Development Agreement (“DA”) to allow the establishment and operation of a private art gallery, along with accessory storage spaces, on the second floor of the Project Site, where the Applicant is currently operating its business and professional office functions (the “proposed Project”); and

WHEREAS, pursuant to Appendix A - Index of Primary Uses of the Montebello Municipal Code, approval of a Conditional Use Permit is required for new assembly buildings and uses within the City’s C-2 (General Commercial) Zone; and

WHEREAS, as part of the CUP approval, the Applicant agrees to enter into a Development Agreement with the City of Montebello, pursuant to which the Applicant will provide the City with certain public benefits; and

WHEREAS, the operation of the proposed art gallery will allow for Montebello to nurture and promote arts and cultural activities consistent with the City’s General Plan goals, objectives, and policies; and

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

WHEREAS, the proposed CUP (Case No. PC-2024-0012-CUP) qualifies for a Class 1 Categorical Exemption under the provisions of CEQA, Guidelines Section 15301 (Existing Facilities). Additionally, the Planning Commission’s recommendation to approve Development

Agreement No. 03-24 in conjunction with the CUP qualifies for a statutory exemption from CEQA under Section 15061(b)(3) - Common Sense Exemption; and

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

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

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

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

SECTION 2. FINDINGS. Pursuant to Section 17.70.070 of the Montebello Municipal Code, before any CUP is granted, the following findings must be made:

A. That the site for the proposed use is adequate in size and shape;

The subject site is physically suitable for the operation of an art gallery. The project does not propose any structural alterations to the existing tenant space, nor does it include any increase in floor area to accommodate the new use. Additionally, the existing parking lot within the Montebello Town Square shopping center provides sufficient parking to meet the City's parking requirements for the proposed use.

B. That the site has sufficient access to streets and highways, and is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The Subject Site was originally occupied by a major department store with an extensive customer base and operating hours spanning seven days a week, from morning to late evening. This high customer demand required adequate access to accommodate the resulting traffic. Access to surrounding streets and highways has not changed, and sufficient provisions for public access to the subject property remain in place, with the Project Site currently accessed from Montebello Boulevard. No changes to site access are proposed as part of the proposed Project, and existing access arrangements will remain unchanged. The traffic generated by the proposed use is not expected to be significant and is anticipated to be comparable to that generated by existing businesses within the surrounding area.

C. That the proposed use will not have an adverse effect upon adjacent or abutting properties;

The proposed Project is located within the C-2 (General Commercial) Zone and is primarily surrounded by other commercial uses. As such, it is unlikely that the proposed use will have an adverse effect on adjacent or abutting properties. While the Metro Heights residential development is located to the south of the project site, it is separated by Montebello Boulevard, which serves as a physical and functional buffer between the two uses.

D. That the proposed use is consistent with the objectives of the community redevelopment project area in which the site is located. Put another way, the finding must be made that the proposed use will meet the general purpose and intent of the Zoning Code and will be consistent with the purpose and intent of the General Plan and any applicable specific plan.

The proposed use is consistent with the objectives, policies, land use designations, and programs outlined in the City of Montebello General Plan. Specifically, the project supports General Plan Policies P8.3, P8.4, and P8.8, which promote the expansion of artistic spaces, activities, and programs, as well as the strengthening of partnerships between institutions of higher education, cultural organizations, and arts entrepreneurs. The proposed use also contributes to the ongoing preservation and enhancement of existing commercial areas. Furthermore, the project aligns with the intent of the City's Zoning Ordinance, which is consistent with the overarching goals and objectives of the General Plan. If approved, the project proposal will go through the plan check process which will ensure that the general purpose and intent of the zoning code, building code, fire code, and other applicable portions of the Montebello Municipal Code will be met.

SECTION 3. CEQA. The Planning Commission hereby determines that, based on the whole of the administrative record, the proposed CUP (Case No. PC-2024-0012-CUP / Env. No. 10-24 / DA 03-24) qualifies for a Class 1 Categorical Exemption under the provisions of the California Environmental Quality Act ("CEQA"), Guidelines Section 15301 – Existing Facilities. Class 1 exempts the following projects: the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the use beyond that previously existing. As proposed, the CUP for an art gallery will not expand the existing footprint of the structure at the site and the proposed improvements to the site include minor interior changes such as adding partition walls as well as other minor site improvements. Additionally, the Planning Commission's recommendation to approve Development Agreement No. 03-24 in conjunction with the CUP qualifies for a statutory exemption from CEQA under section 15061(b)(3) - Common Sense Exemption, which applies to projects where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

SECTION 4. The Planning Commission hereby approves Conditional Use Permit No. PC-2024-0012-CUP to allow the establishment and operation of a private art gallery, including accessory art storage spaces at the Applicant's existing office at the Project Site, subject to the conditions set forth in Section 6 of this Resolution.

SECTION 5. The Planning Commission hereby recommends the City of Montebello City Council approve Development Agreement No. 03-24 between the City of Montebello and AltaMed Health Services Corporation, attached hereto as "Attachment A."

SECTION 6. **CONDITIONS.** The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

A. Standard Conditions

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's reasonable and actual costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The utilization of the subject site shall conform to the allowed use as described in the DA, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") Department ("Planning Department") to be in substantial conformance and compliance with these provisions.
3. The development of the subject site shall be consistent with all provisions of the Montebello Municipal Code ("MMC"), Conditional Use Permit No. PC-2024-0012-CUP/ENV No. 10-24, approved plans, and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").
4. Approval of CUP No. PC-2024-0012-CUP/ENV No. 10-24 is subject to approval, adoption, and full execution of Development Agreement No. 03-24 by and between the City of Montebello and AltaMed Health Services Corporation.
5. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.

6. Compliance review will be completed pursuant to Section 9 of the DA. The Director, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added for the protection of public health, safety, and welfare. The Planning Commission may revoke CUP No. PC-2024-0012-CUP/ENV No. 10-24 if sufficient cause is given.
7. All area, height and use regulations of the zone classification of the Subject Site shall be complied with, except wherein these conditions explicitly allow otherwise.
8. Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning and Community Development Department and any designated agencies and in accordance with any stated laws or regulations, or any amendments thereto.
9. In the event the Applicant violates or fails to comply with any conditions of approval of the CUP, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.
10. The Applicant, Owner, Management and/or successor of the use shall bear full cost of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.
11. The operation shall always be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking, and other actions. Site project management ("Management") shall patrol the business premises and the surrounding vicinity, including the public rights-of-way to the property, during all hours of operation. Management shall ensure that no littering or loitering occurs in and around the project site.
12. The site and surrounding area shall be maintained in a litter and graffiti free manner. Any graffiti that occurs on the site shall be removed within 24 hours at Applicant, Site Owner ("Site Owner"), and/or Operator's own expense.
13. The noise levels generated by the operation of such establishment shall not exceed sixty-five (65) dBA between the hours of seven (7) a.m. to ten (10) p.m., and not exceed sixty (60) dBA between the hours of ten (10) p.m. to seven (7) a.m., to mitigate the impact of adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
14. The external lighting of the parking area shall be kept at an intensity of between one (1) and two (2) foot candles, so as to provide adequate lighting for patrons while not

disturbing surrounding residential or commercial areas. Light sources shall be screened from adjacent properties and from the sky.

15. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in Chapter 17.62 ("Signs") of the MMC.
16. The premises shall be kept clean, and the Applicant, Operator, and/or Management of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.
17. Any outstanding violations of the MMC shall be remedied prior to the issuance of a Certificate of Occupancy, as applicable. The Applicant, Operator, Site Owner, and/or Management shall be responsible for remedying outstanding code enforcement issues. When corrective action requires the issuance of a building permit, the building permit must be issued within 12 months of the effective date of this approval. Corrective action that does not require a building permit shall be remedied within one month of the effective date of this approval. The Director may grant an extension to these time frames, but such extensions shall not extend more than one (1) year from the date of this approval.
18. All outdoor utilities, machinery and equipment, including roof-mounted equipment, shall be completely screened from public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Planning Department prior to the issuance of building permits.
19. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the conditional use permit's effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.
20. This approval shall not supersede the approval of any other affected agencies. The applicant shall comply with Federal, State, and local requirements.
21. Intentionally deleted.

B. Building Division Conditions

1. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior permit issuance.

C. Fire Department Conditions

1. Fire Sprinkler system per 2022 Edition California Fire Code.

2. Fire Alarm System per 2022 Edition California Fire Code.
3. Fire extinguishers per 2022 Edition California Fire Code.
4. An approved Fire Safety and Evacuation Plan per 2022 Edition California Fire Code, Section 403.2.
5. Knox Boxes installed in approved locations.
6. Interior Finish, Decorative Materials and Furnishings shall meet requirements of 2022 Edition California Fire Code, Chapter 8.
7. The maximum occupancy of the building at any time shall not exceed the number of persons the Fire Department establishes, and the building shall be so posted.

PASSED AND ADOPTED this 7th day of October, 2025 by the Planning Commission.

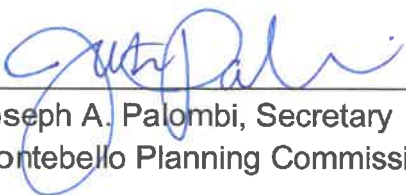


Armando Medina, Chair
Montebello Planning Commission

ATTEST:

I, Joseph A. Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 14-25 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held October 7, 2025, and that same was approved and adopted by the following vote to wit:

Chair Medina:	(✓) AYE () NOE () ABSENT () ABSTAIN
Commissioner: Lomeli:	(✓) AYE () NOE () ABSENT () ABSTAIN
Commissioner Cuevas:	(✓) AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	(✓) AYE () NOE () ABSENT () ABSTAIN
Commissioner Lopez:	(✓) AYE () NOE () ABSENT () ABSTAIN



Joseph A. Palombi, Secretary
Montebello Planning Commission

“ATTACHMENT A”
Development Agreement No. 03-24

[DRAFT – SEPTEMBER 15, 2025]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Director of Planning and Community
Development

WITH COPY TO:

SPACE ABOVE THIS LINE FOR RECORDER’S USE

DEVELOPMENT AGREEMENT

between

THE CITY OF MONTEBELLO,
a municipal corporation (“City”)

and

AltaMed Health Services Corporation
a California Nonprofit Corporation
 (“Developer”)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into on _____, by the **CITY OF MONTEBELLO** (the “City”), a municipal corporation, and **AltaMed Health Services Corporation**, a California nonprofit corporation (the “Developer”), pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred to within this Agreement jointly as the “Parties” and individually as a “Party.”

R E C I T A L S:

A. Capitalized Terms. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Section 1. Any capitalized terms not defined in Section 1 shall have the meaning otherwise assigned to them in this Agreement.

B. Property Status. The Developer holds a legal or equitable interest in certain parcels of real property located at 1401 N. Montebello Boulevard in the City of Montebello, California, and which is more particularly described in the “Legal Description of Property” attached hereto as Exhibit A and as further shown on the “Site Map” attached hereto as Exhibit B (collectively Exhibit A and Exhibit B, depicting the “Property”).

C. Project. The Property is being renovated to accommodate Developer’s private administrative offices (the “Project”). The Project will include: i) office/meeting room space; ii) a private art gallery; and iii) art storage space. The renovated spaces consist of approximately 15,668 square feet of dedicated floor area on the second floor of an existing commercial building, including 2,484 square feet for office and support services space, 3,302 square feet for the art gallery, 5,683 square feet for the art storage space, and 4,199 square feet of ancillary space. For the avoidance of doubt, Developer’s redevelopment of the office space, proposed office/administrative use, and the proposed expansion of the use to allow members of the public to access certain portions of the Property are authorized under the Montebello Municipal Code and all applicable land use regulations and policies. The scope of this Agreement is limited to Developer’s right to host members of the public at the Property at Developer’s sole discretion, and the public benefits described in Exhibit C.

D. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Sections 65864, *et seq.*, of the Government Code, authorizing the City to enter into an agreement with any Person (as hereinafter defined) having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

E. Public Benefits. The Developer agrees to provide the City with certain public benefits as more specifically identified in Section 4.3 and Exhibit C of this Agreement, including a one-time Public Benefit Fee to the City in the amount of two hundred thousand dollars (\$200,000) and limited access to the property consistent with the terms of Exhibit D.

F. Intent of the Parties. The Developer and the City have determined that the expanded use for certain portions of the Project is a development for which a development agreement is appropriate. The Parties acknowledge and agree that Developer's intended use of the Property as a private administrative office, and the expansion of this use to allow occasional public access to parts of the Property are consistent with the City's Zoning Code, General Plan, Precise Plan, and all applicable regulations and restrictions. The Parties desire to define the parameters of the Developer's public benefits offering and provide for the orderly development of the Property, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Property, the Developer will receive assurances that the City shall grant all permits and approvals required for the development of the Property accordance with this Agreement.

G. Public Hearings: Findings. Pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA")), appropriate studies, analyses, reports, or documents were prepared and considered by the City's Planning Commission ("Planning Commission") and the City's City Council ("City Council"). The Planning Commission, after a public hearing on [REDACTED], recommended approval to the City Council, and on [REDACTED] the City Council adopted, Ordinance No. [REDACTED] approving this Agreement (the "Authorizing Ordinance"). The Planning Commission and the City Council have found, on the basis of substantial evidence, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City. Specifically, the City Council has found that the Agreement: (i) is consistent with the City's General Plan ("General Plan") and any applicable specific plan; (ii) is in conformity with public convenience and good land use practices; (iii) will not be detrimental to the health, safety and general welfare; (iv) will not adversely affect the orderly development of property or the preservation of property values; and (v) is consistent with the provisions of Government Code Sections 65864 through 65869.5.

H. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Developer and the City desire to enter into this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute as it applies to the City and the Authorizing Ordinance, and in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below and shall be applicable to both the singular and plural form of any nouns and verbs of any tense.

1.1 Affiliate. "Affiliate" means, with respect to any specified Person, any Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

1.2 Agreement. “Agreement” means this Development Agreement as the same may be amended or modified from time to time.

1.3 Applications. “Application(s)” shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc.) meeting all of the Existing Land Use Regulations, provided that any additional or alternate requirements in Future Land Use Regulations which affect the Project application shall apply only to the extent permitted by this Agreement.

1.4 Approval Date. “Approval Date” means the date of the adoption of the Authorizing Ordinance by the City Council.

1.5 Authorizing Ordinance. “Authorizing Ordinance” means Ordinance No. [REDACTED] of City approving this Agreement.

1.6 CEQA. “CEQA” means the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*).

1.7 City. “City” means the City of Montebello, California.

1.8 City Council. “City Council” means the governing body of the City of Montebello, California.

1.9 Claims or Litigation. “Claims or Litigation” shall mean any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals, or other actions of City, in each case, solely to the extent pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions or for the taking or diminution in value of their property as a consequence of the foregoing actions.

1.10 Conditions of Approval. “Conditions of Approval” means those conditions of approval imposed by City upon the Existing Development Approvals as of the Approval Date, and any additional conditions of approval thereafter imposed by City upon Future Development Approvals in accordance with this Agreement.

1.11 Control. “Control,” or any derivative thereof, when used with respect to any specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or membership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (i) a general partner shall always be deemed to Control any general partnership, limited partnership, or limited liability partnership of which it is a general partner, and (ii) a manager shall always be deemed to Control any limited liability company of which it is a manager.

1.12 City Manager. “City Manager” means the City Manager of the City of Montebello, California.

1.13 Developer. “Developer” means AltaMed Health Services Corporation and any assignee or transferee in accordance with Section 11.

1.14 Developer Fees. “Developer Fees” mean those fees established and adopted by the City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, et seq., of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development but only when imposed by the City. Developer Fees does not mean or include Processing Fees.

1.15 Development. “Development” means the remediation of the Property in preparation for development and the improvement of the Property for purposes of effecting the structures, improvements and facilities comprising the Project including, grading and the construction of subsurface structures; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of structures, buildings, and improvements thereon in accordance with the Development Approvals during the Term of this Agreement; and the installation of landscaping; but not including the maintenance, repair, or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.16 Development Agreement Statute. “Development Agreement Statute” means Sections 65864 through 65869.5 of the California Government Code as in effect on the Approval Date, as the same may thereafter be amended.

1.17 Development Approvals. “Development Approvals” means all site-specific (meaning specifically applicable to the Property or the Development thereof only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the site-specific provisions of general plans (including, without limitation, the General Plan), environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City (except to the extent applicable to the Property or the Development thereof as provided above).

1.18 Development Plan. “Development Plan” means the Existing Development Approvals, Future Development Approvals (if any), and Existing Land Use Regulations.

1.19 Exaction. “Exaction” means dedications of land, payment of Developer Fees and/or construction of public infrastructure by Developer as part of the Development.

1.20 Existing Developer Fees. “Existing Developer Fees” mean the Developer Fees applicable to the Property and/or the Development thereof in effect as of the Approval Date.

1.21 Existing Development Approvals. “Existing Development Approvals” means the following Development Approvals approved in connection with case numbers PC-2024-0012-CUP, DA 03-24, and ENV No. 10-24, which are incorporated and made a part of this Agreement:

- (a) Conditional Use Permit No. PC-2024-0012-CUP;
- (b) This Development Agreement.

1.22 Existing Land Use Regulations. “Existing Land Use Regulations” means those certain Land Use Regulations applicable to the Property and/or the Development thereof in effect on the Approval Date.

1.23 Future Developer Fees. “Future Developer Fees” mean any Developer Fees applicable to the Property and/or the Development thereof not in effect as of the Approval Date. Future Developer Fees which affect the Project shall apply only to the extent permitted by this Agreement.

1.24 Future Development Approvals. “Future Development Approvals” means those Development Approvals applicable to the Property and/or the Development thereof approved by the City after the Approval Date, if any, such as more detailed planning and engineering approval requirements. Future Development Approvals which affect the Project shall apply only to the extent permitted by this Agreement.

1.25 Future Land Use Regulations. “Future Land Use Regulations” means any Land Use Regulations applicable to the Property adopted or enacted after the Approval Date including, without limitation, any modification or amendment of Existing Land Use Regulations after the Approval Date. Future Land Use Regulations which affect the Project shall apply only to the extent permitted by this Agreement.

1.26 General Plan. “General Plan” shall mean the general plan of the City of Montebello in effect on the Approval Date.

1.27 Holder. “Holder” or “holder” means the holder of any mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing, as provided in Section 15.

1.28 Land Use Regulations. “Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to

the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.29 Mortgage. “Mortgage” or “mortgage” means any mortgage (whether a leasehold or feehold mortgage or otherwise), deed of trust (whether a leasehold or feehold deed of trust or otherwise), or other security interest, or sale and lease-back, or any other form of conveyance for financing, as provided in Section 15.1.

1.30 Non-Defaulting Party. “Non-Defaulting Party” means the Party other than the Defaulting Party.

1.31 Operative Date. “Operative Date” means the date this Agreement becomes operative with respect to the Development of the Property and the Project as set forth in Section 3.2.

1.32 Person. “Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, association, firm, joint stock company, trust, estate, unincorporated association, governmental or quasi-governmental body, authority or agency, or other entity.

1.33 Planning Commission. “Planning Commission” means the Planning Commission of the City.

1.34 Planning Director. “Planning Director” shall mean the Planning & Community Development Director or similar officer of the City.

1.35 Processing Fees. “Processing Fees” means all processing fees and charges required by the City in connection with the Development of the Property and the Project, including, but not limited to, fees for land use Applications, building permit Applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

1.36 Project. “Project” means the expanded use on the Property as outlined in Paragraph “C” of the Recitals, above, and as approved pursuant to this Agreement.

1.37 Public Benefit Fee. “Public Benefit Fee” means a one-time community benefit fee in the amount of two hundred thousand dollars (\$200,000) provided by Developer to the City pursuant to Section 6.4.

1.38 Transfer. “Transfer” means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer’s rights under this Agreement or of the Property together with any rights or obligations under this Agreement.

2. **EXHIBITS**

The following are the Exhibits to this Agreement:

- Exhibit A: Legal Description of the Property
- Exhibit B: Site Map of the Property
- Exhibit C: Description of Public Benefits
- Exhibit D: Access Agreement

This Agreement includes the foregoing Exhibits which are attached hereto and are incorporated herein in their entirety.

3. **TERM**

3.1 **Term**. The term of this Agreement (the “Term”) shall be for a period of twenty (20) years commence upon the Approval Date and shall terminate on the twentieth (20th) anniversary of the Operative Date. In addition, the term of the CUP shall be coterminous with the Term of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect.

3.2 **Operative Date**. This Agreement shall become effective immediately upon the Approval Date for the limited purpose of effectuating necessary provisions of this Agreement (e.g., definition of Existing Land Use Regulations, the Indemnity provisions of Section 12, etc.), but this Agreement shall not become fully operative until such time that the Authorizing Ordinance adopting this Agreement becomes effective.

4. **USE OF THE PROPERTY: DEVELOPER RIGHTS & RESPONSIBILITIES.**

4.1 **Purpose**. The Property is located within an existing commercially zoned shopping center. The public benefits associated with the Agreement are intended to support much needed community activities and enhancements such as public art incubators, educational opportunities for art, cultural events, community programs, and similar activities and services within the City. During the Term, the Developer shall have a vested right to use the Property to the full extent permitted by the Development Plan and this Agreement. Except as expressly provided in this Agreement, the Development Plan shall exclusively control the development of the Property (including the permitted uses of the Property, the density or intensity of use, type of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the development of the Property). Except as expressly provided in this Agreement, any Future Land Use Regulations shall not be applied to the Project unless the Developer gives written notice to City of its election to have such Future Land Use Regulations applied to the Project.

4.2 Permitted Uses. The Parties acknowledge and agree that the Developer's intended use of the Property as a private administrative office is permitted by-right notwithstanding the terms of this Agreement. This Agreement allows Developer to use portions of the Property (including the private art gallery and accessory office and art storage spaces) identified in Exhibit B to be made available for public use at the Developer's sole discretion.

4.3 Public Benefits; Developer and Processing Fees. Except as otherwise provided in this Agreement, the Developer shall provide to the City the public benefits listed in Exhibit C.

5. DEVELOPMENT TIMING

5.1 Right of Developer to Control Development and Timing. The Developer cannot fully predict the timing, phasing, or sequencing in which the Project will be developed. Such decisions depend upon numerous factors, many of which are not completely within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing, and the state of the general economy. Therefore, notwithstanding anything herein to the contrary, the Developer may decide the timing, phasing, and sequencing of the Project as Developer from time to time deems appropriate in the exercise of the Developer's business judgment, this Agreement shall not in any way obligate the Developer to complete construction of the Project or any portion thereof, or to expand the use as described in this Agreement. Developer shall decide whether to proceed with development of the Project in its sole discretion.

6. FEES, TAXES, AND ASSESSMENTS

6.1 Future Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any Future Developer Fees.

6.2 Existing Developer Fees. Notwithstanding anything herein to the contrary, during the Term of this Agreement, the Project and the Developer shall not be subject to any increase in the amount of the Existing Developer Fees.

6.3 Future Processing Fees. With respect to Processing Fees, the Project and the Developer shall be subject to the amount in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner which discriminates against the Developer or the Project and does not exceed the estimated reasonable cost of providing the service.

6.4 Public Benefit Fee. In addition to Developer's obligations herein, Developer shall pay to the City a one-time Public Benefit Fee in the amount of two hundred thousand dollars (\$200,000) as a condition precedent to the City's issuance of the Final Certificate of Occupancy for the Project and all required business licenses authorizing both the primary office/administrative use and the expanded use to authorize public access to portions of the Property. The City acknowledges and agrees that the Public Benefit Fee shall not be used for any purpose that violates federal, state, or local laws and ordinances.

6.5 Exceptions. This Agreement shall not prohibit the application of fees, taxes or

assessments as follows:

(a) The Developer shall be obligated to pay any applicable fees or taxes which are in effect on a City-wide basis as of the Operative Date which are not related to construction or development activities such as business license fees or taxes and utility taxes.

(b) The Developer shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, provided that such assessment district is otherwise proposed or consented to by the Developer.

(c) Subject to Section 5.1, the Developer shall be obligated to pay any fees which were imposed as Conditions of Approval or any other condition or mitigation measure, required as part of the approval for Existing Development Approvals consistent with this Agreement.

7. AMENDMENT OF DEVELOPMENT AGREEMENT

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 or Section 10.3, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

7.3 Consent. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

7.4 Minor Modifications. Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require an amendment to this Agreement, although they shall require the written consent of both Parties.

A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, size and intensity of use, permitted uses, the height and size of buildings, number of parking spaces, or the improvement and construction standards and specifications for the Project. Where applicable, a change of less than 10% to any proposed Project specifications shall not be deemed a "material change."

The determination as to whether a matter is non-substantive and procedural shall be made by the City Manager based on the advice of the City's City Attorney ("City Attorney") and in consultation with the Developer. The determination of the City Manager shall be final. A written record, containing the written consent of both Parties hereto, shall be made of all non-substantive and/or procedural changes.

7.5 Effect of Amendment to Development Agreement. The Parties agree that, except

as may be expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

8. RESERVATIONS OF AUTHORITY

8.1 Limitations: Reservations, and Exceptions. Notwithstanding anything to the contrary set forth hereinabove, in addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Property:

(a) Future Regulations. Only those Future Land Use Regulations for which Developer gives City written notice of its election to have such Future Land Use Regulations applied to the Property.

(b) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Approval Date prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations, in each case, with the prior written consent of the Parties.

(c) Public Health and Safety/Uniform Codes.

i. Future Land Use Regulations or amending Existing Land Use Regulations which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, provided such codes are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

ii. Future laws and ordinances of general applicability ("Regulations") concerning the use of property required for public health and safety which (A) are applicable throughout the City, (B) directly result from findings by City that failure to adopt such Regulations would result in a condition injurious or detrimental to the public health and safety, and (C) that such Regulations are the only reasonable means to correct or avoid such injurious or detrimental condition, provided such Regulations are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties. This provision is not intended to and does not provide a basis for the imposition of additional Exactions or a moratorium or other like restriction on the timing of development which would impact the Development of the Project.

iii. Future Land Use Regulations or amending Existing Land Use Regulations which are regional codes and are based on recommendations of a county or regional organization and which become applicable throughout the region and are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the

Development of the Property separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

9. ANNUAL REVIEW

9.1 Annual Monitoring Review.

(a) The City and the Developer shall review the extent of the Developer's good faith substantial compliance with the terms and provisions of this Agreement, as well as the performance by the City of its obligations under this Agreement, on or about April 1 of each year during the Term ("Annual Monitoring Review").

(b) As part of such Annual Monitoring Review, Developer shall submit a written status report to the City demonstrating that, during the preceding twelve-month (12-month) period, it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase "good faith compliance" shall mean that the Developer has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied in good faith with the Developer's material obligations under this Agreement.

(c) By March 1 of each year during the Term, the City must deliver to the Developer a copy of all staff reports prepared in connection with an Annual Monitoring Review, any prior staff reports generated during the review period, written comments from the public, and, to the extent practical, all related exhibits concerning such Annual Monitoring Review. This information shall be known as the "City Report."

(d) Following delivery of the City Report, no later than April 1 of each year during the Term, the Developer must submit a written status report to the Director addressing the good faith compliance issue set forth in Section 9.1(b) above and any issues raised by the City Report provided to the Developer in accordance with Section 9.1(c) above.

(e) The actual reasonable cost of the Annual Monitoring Review shall be borne by the Developer upon receipt of invoices from the City, not to exceed \$1,000 for each Annual Monitoring Review.

9.2 Failure to Conduct Annual Monitoring Review. The City's failure to review, at least annually, compliance by the Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide the City Report by March 1 of each year during the Term, the Developer will be deemed to be in good faith compliance with this Agreement for the following twelve-month (12-month) period.

10. DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Non-Defaulting Party after Default. The Parties agree that legal damages would be extremely difficult to determine and would not give the Parties the benefit of their bargain. Accordingly, the Parties agree that, subject to the provisions of Section 10.4, following the occurrence of a Default (defined below), the Party not in Default (as defined in Section 10.2 below) (the “Non-Defaulting Party”) shall have only the equitable remedy of specific performance or alternatively the ability to terminate this Agreement for a Default by the other Party (the “Defaulting Party”), subject to the procedure of notice and hearing herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Non-Defaulting Party shall comply with the notice and cure provisions of this Section 10. Nothing in this Section shall limit a Party’s right to recover attorneys’ fees pursuant to Section 16.5.

10.2 Notice and Opportunity to Cure. The Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the Defaulting Party to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement. However, prior to declaring a default, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure. The Defaulting Party shall be deemed in “Default” under this Agreement if the Defaulting Party has failed to take such actions and cure such breach or failure within sixty (60) days after the date of such notice (“Cure Period”). However, if a breach or failure cannot reasonably be cured within such Cure Period, then the Defaulting Party shall not be deemed in Default under this Agreement provided that the Defaulting Party commences to cure the breach within the Cure Period and thereafter diligently prosecutes such cure to completion.

10.3 Modification or Termination.

(a) If, in the case of a Default by the Developer which is not timely cured after notice and within the Cure Period, in accordance with Section 10.2, the City determines that this Agreement shall be modified or terminated, then the City shall give notice to the Developer of its intention to initiate proceedings to modify or terminate this Agreement.

(b) The City Council shall hold a public hearing for any proposed termination or modification, except that any amendment or modification which does not relate to the duration of the Agreement, permitted uses of the property, density or intensity of use, height or size or proposed buildings, provisions for reservation or dedication of land, or to any conditions, terms, restrictions or requirements relating to subsequent discretionary actions relating to design, improvement, construction standards and specifications, improvement and construction standards or any other condition or covenant relating to the use of the property shall not require a noticed public hearing before the City Council.

(c) The City Council may refer the matter to the Planning Commission for further proceedings or for a report and recommendation. Upon receipt of any such report and recommendation and the completion of the public hearing, if any, the City Council shall take final action on the modification or termination. The Developer must demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof is upon the Developer. The hearing shall be administrative with no public testimony, unless the City Council otherwise

determines. The Developer shall have the opportunity to present written or oral testimony. As part of that final determination, the City Council may impose conditions which it considers necessary and appropriate to protect public health, safety and welfare and the interests of the City. The decision of the City Council must be by a majority of its membership, and shall be final, except for judicial review thereof.

(d) Notwithstanding anything in this Agreement to the contrary, there shall be no modification of this Agreement without Developer's written consent thereto. If the City Council determines that modification of this Agreement is appropriate pursuant to this Section 10.3, the City shall inform the Developer of such proposed modification and, unless the Developer consents in writing to such modification, the City shall have the right to proceed with termination of this Agreement pursuant to the provisions of this Section 10.

10.4 No Specific Performance to Construct Project. Notwithstanding the provisions of Section 10.1, the City shall not have the right to specifically enforce against the Developer any provisions of this Agreement, nor in any way to compel the Developer to either start or complete the Project, nor to seek any monetary damages from the Developer for the Developer's failure to start or complete the Project.

10.5 Intentionally Omitted.

10.6 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any obligations that accrued prior to said termination or with respect to any Default in the performance of the provisions of this Agreement which has occurred prior to said termination, (ii) with respect to any indemnity obligations set forth herein which accrued prior to said termination, and (iii) with respect to any right or duty arising from entitlements or approvals, including the Development Approvals, applicable to the Property approved prior to the effective date of the termination.

11. TRANSFERS

11.1 Right to Transfer.

(a) General. The Developer may Transfer its interests, rights or obligations under this Agreement with respect to the Property, or any portion thereof, to any person at any time (a "Transferee") during the term of this Agreement with approval from the City Manager. For purpose of this Agreement, the Transferee must be considered the "owner" of that portion of the Property which is covered by such transfer. For the avoidance of doubt, for the purpose of this Section 11.1, the "owner" shall include any party with a legal or equitable interest in the Property, including lessees.

(b) Assumption Agreement. Upon a Transfer of this Agreement, the Developer shall be released and relieved of its legal duty from the assigned obligations under this Agreement, except to the extent the Developer is in Default under the terms of this Agreement prior to said Transfer, if (i) the Developer has provided to the City prior or subsequent written notice of such Transfer, and (ii) the Transferee has expressly assumed in writing, in a form reasonably acceptable to the City, the assigned obligations of the Developer. Following any such

Transfer of any of the rights and interests of the Developer under this Agreement, in accordance with Section 10.1(a) above, the exercise, use, and enjoyment of such rights shall continue to be subject to the terms of this Agreement to the same extent as if the Transferee were the Developer; provided, however, that, to the extent released as provided above, any Default by the Developer shall not constitute a Default by the Transferee, and any Default by such Transferee shall not constitute a Default by the Developer or any other Transferee.

(c) If a Transferee defaults with respect to any provision of this Agreement, the Developer may, but is not obligated to, resume Transferee's obligations upon written notification to the City.

12. INDEMNITY

12.1 Third-Party Litigation.

(a) Non-liability of the City. As set forth above, the City has determined that this Agreement is consistent with the General Plan and that the General Plan and Development Approvals meets all of the legal requirements of state law. The Parties acknowledge that:

i. In the future there may be challenges to the legality, validity and adequacy of the General Plan, the Development Approvals and/or this Agreement; and

ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 12, the City shall have no liability under this Agreement for any failure of the City to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Development Plan or this Agreement as the result of a judicial determination that, on the Approval Date, or at any time thereafter, the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended, as necessary and with the Parties' prior written consent, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. The Developer agrees to indemnify the City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including, but not limited to, attorneys' fees and costs) against the City for any Claims or Litigation which arise during the Term of this Agreement,

except to the extent such Claims or Litigation are the result of the City's sole negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such Claims or Litigation and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such Claims or Litigation or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City. The Developer may utilize the City Attorney's office or use legal counsel of Developer's choosing, but shall reimburse the City for any necessary legal cost incurred by the City. If the Developer fails to do so, the City may defend the Claims or Litigation and Developer shall pay the cost thereof, but if the City chooses not to defend the Claims or Litigation, it shall have no liability to the Developer. The Developer's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld.

12.2 Hold Harmless: Developer's Construction and Other Activities. The Developer hereby agrees to, and shall defend, save and hold the City and its elected and appointed board commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any third party damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' performance under this Agreement, whether such performance be by the Developer or by any of Developer's agents, contractors or subcontractors or by any one or more Persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors, in each case, during the Term of this Agreement and except to the extent such Claims or Limitation are the result of the City's negligence or intentional misconduct. The City shall promptly provide the Developer with notice of the pendency of any such claim, action or proceeding against the City and request that the Developer defend the same. If the City fails promptly to notify the Developer of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the Developer shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Nothing herein is intended to make the Developer liable for the acts or negligent omissions of the City's officers, employees, agents, contractors of subcontractors or any liability arising therefrom.

12.3 Survival of Indemnity Obligations. All indemnity obligations set forth in this Agreement shall survive termination of this Agreement for any reason other than the City's Default.

13. EFFECT OF AGREEMENT ON TITLE

13.1 Subject to the provisions of Sections 11 and 15:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons acquiring any rights or interests in the Property, or any portion thereof, whether by operation of laws or in any manner whatsoever

and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Property hereunder (i) is for the benefit of and is a burden upon every portion of the Property, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each Person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other Person succeeding to an interest in such lands.

14. PARTIES' OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

14.1 Non-liability of Parties' Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or to its successor, or for breach of any obligation of the terms of this Agreement. No member, official, agent, contractor, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest, Warranty, and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute, ordinance or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or not an "interest" pursuant to California Government Code Sections 1091 through 1091.5. The Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting the Developer in the negotiation and documentation of this Agreement. The Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement other than customary expenses of attorneys, advisors, consultants and other similar third parties assisting Developer in the negotiation and documentation of this Agreement. The Developer is aware of and understands that any such act(s), omission(s) or other conduct in violation of applicable law resulting in the payment of money, consideration, or other thing of

value will render this Agreement void and of no force or effect.

14.3 Covenant Against Discrimination. The Developer covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

15. MORTGAGEE PROTECTION.

15.1 Developer's Breach Not Defeat Mortgage Lien. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage made in good faith and for value but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

15.2 Holder Not Obligated to Continue Expanded Use. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to continue the expanded use at the Property, or to continue the public benefits described in Exhibit C. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement, the Development Plan, or applicable law.

15.3 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever the City shall deliver any notice or demand to the Developer with respect to any Default or alleged Default by Developer hereunder, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to the City therefor, or to the representative of such holder as may be identified in such a written request by such holder.

15.4 Right to Cure. Each holder (insofar as the rights of the City are concerned) shall have the right, at its option, within thirty (30) days after the receipt of the notice, and thirty (30) days after Developer's cure rights under Section 10.2 have expired, whichever is later, to:

(a) Commence to obtain possession, if necessary, and commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest.

15.5 Changes Requested by Lenders. The City acknowledges that any prospective lender(s) providing financing for the Project may require or desire certain modifications to the terms of this Agreement (including, without limitation, the terms of this Section 15) and the City agrees upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for modifications of this Agreement. The City

shall not unreasonably withhold its consent to any such requested modification provided such modification is consistent with the intent and purposes of this Agreement. Any such modifications shall be considered minor modifications subject to the provisions of Section 7.4.

16. GENERAL

16.1 Estoppel Certificates. Either Party (or a holder or prospective holder of a mortgage under Section 15) may at any time and from time to time deliver written Notice to the other Party requesting an estoppel certificate (the “Estoppel Certificate”) stating:

(a) This Agreement is in full force and effect and is a binding obligation of the Parties;

(b) This Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) There are no existing defaults under this Agreement to the actual knowledge of the Party signing the Estoppel Certificate or, if there are existing defaults, identifying them.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. An Estoppel Certificate may be relied on by assignees and holders or prospective holders of a mortgage.

16.2 Force Majeure. The Term of this Agreement and the time within which the Developer or the City shall have the right or be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to war, acts of terrorism, insurrection, strikes, lock-outs, other labor disputes, labor or material shortages, riots, civil disturbances, floods, earthquakes, fires, windstorms, hail, casualties, natural disasters, acts of God, acts of the public enemy, epidemics or pandemics, quarantine or other public health restrictions, freight embargoes, lack of transportation attributable to any of these, acts or failure to act of the other Party, acts or the failure to act of any public or governmental agency or entity (except that acts or failure to act of the City shall not excuse performance by City), legal or governmental restrictions on priority, initiative or referendum, moratoria, processing with governmental agencies other than the City, unusually severe weather, third party Claims or Litigation as described in Section 12.1 of this Agreement, or any other similar causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of obtaining knowledge of the commencement of the cause, or from the time such written notice by the Party claiming such extension is actually sent to the other Party, if such written notice is sent more than thirty (30) days after obtaining knowledge of the commencement of the cause. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

16.3 Construction of Development Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by

the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Property.

16.4 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the procedures set forth in Section 12.1(b).

16.5 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend any action or proceeding against the other Party in connection with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable, out-of-pocket costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable, whether or not such action is prosecuted.

16.6 Joint and Several Obligations. All obligations and liabilities of the Developer hereunder shall be joint and several among the obligees comprising Developer (if more than one).

16.7 Time of Essence. Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.8 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the Default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16.9 No Third-Party Beneficiaries. The only parties to this Agreement are the Developer and the City. Except with respect to the holder or prospective holder of any mortgage who shall be entitled to rely upon the provisions of Section 15 hereof to the same extent as if such holder were a party to this Agreement, there are no third-party beneficiaries of this Agreement and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other Person whatsoever.

16.10 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

16.11 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the

other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

16.12 Notice.

(a) To the Developer. Any notice required or permitted to be given by the City to the Developer under this Agreement shall be in writing and delivered: (1) personally to Developer or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, and (2) by e-mail, addressed as follows:

With copy to: AltaMed
2040 Camfield Avenue
Los Angeles, CA 90040
Attention: Susana Smith Bautista
Email: ssbautista@altamed.org;
bconstant@altamed.org

or such other address as the Developer may designate in writing to the City.

(b) To the City. Any notice required or permitted to be given by the Developer to the City under this Agreement shall be in writing and delivered personally to the City Clerk or sent by courier or delivery service (and not the United States Postal Service), return receipt requested and with signature required, addressed as follows:

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
Attention: Planning & Community Development Director

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Parkway North Suite 400 West Tower
City of Industry, CA 91746
Attn: Arnold M. Alvarez-Glasman, City Attorney

or such other address as the City may designate in writing to the Developer.

(c) Notices provided pursuant to this Section shall be deemed received as of the earlier of: (i) date of delivery as shown on the affidavit of personal service or the courier or delivery service receipt; or (ii) date receipt of e-mail notice is acknowledged.

16.13 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments

and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

16.15 Recitals. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

16.16 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

16.17 Recording. The City Clerk shall cause a copy of this Agreement to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Operative Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record this Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.18 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound, and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

[Signatures on the following page(s)]

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement on the date first above written.

AltaMed Health Services Corporation, a
California nonprofit corporation

By: _____
Cástulo de la Rocha,
President & CEO

CITY OF MONTEBELLO, a municipal
corporation

By: _____
Raul Alvarez, City Manager

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

By: _____
Christopher Jimenez
City Clerk

EXHIBIT “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT “B”

Site Map/Plan

EXHIBIT “C”

DESCRIPTION OF PUBLIC BENEFITS

The public benefits to be received by the City and its residents as a result of this Agreement include, without limitation, the following:

- A. One-Time Development Agreement Fee. Developer shall pay to the City a one-time, non-refundable Development Agreement Fee in the amount of \$20,000 (“Development Agreement Fee”) for costs associated with the preparation and review of this Agreement by City’s staff, its legal counsel, and consultants. The Development Agreement Fee shall be separate from Developer Fees and Processing Fees required under this Agreement.
- B. One-Time Public Benefit Fee. Developer shall pay to the City a one-time Public Benefit Fee in the amount of Two Hundred Thousand Dollars (\$200,000). The City shall determine, in its sole discretion, the manner, purpose, use and expenditure of the Public Benefit Funds received by the City from the Developer.
- C. Developer Fees. Developer shall comply with the City’s Art in Public Places Program as required under Chapter 17.79 of the Montebello Municipal Code.
- D. Processing Fees. All applicable Processing Fees in effect at the time said Processing Fee is due, provided that the Processing Fee is not imposed in a manner that discriminates against the Developer or the Project.
- E. City Use of Art Gallery for Public Events. City shall have the right to use portions of the Property for events related to arts, culture, and education with prior approval from Developer up to seven (7) times per calendar year (“City Events”). The City shall provide Developer with at least thirty (30) days’ written notice of its intent to schedule a City Event and completion of the access agreement included as Exhibit D. The City shall be responsible for ensuring that its use of the Property complies with the terms of the Access Agreement in Exhibit D, and all applicable laws, including safety and capacity regulations. The City shall also be responsible for ensuring that the Property is left in the same condition as it was prior to the City Events.



October 2, 2025

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



RE: Support for Agenda Item 2 - Approval of AltaMed's The Alta project

Dear Honorable Planning Commissioners and City Councilmembers,

On behalf of AltaMed Health Services (AltaMed), we want to begin by expressing our gratitude to the City of Montebello for your commitment to arts and culture, especially in this moment in history. Your leadership in uplifting art and cultural programs has created a strong foundation for creative projects that celebrate our community diversity and power to flourish. It is with this same commitment that AltaMed has advanced The Alta project, a dedicated art space in Montebello that will preserve, showcase, and celebrate Chicano and Latino art while providing opportunities for community workshops, exhibitions, and education. **We are respectfully asking for your approval of all permits needed to open The Alta and bring this art space to life.**

For over fifty years, AltaMed has proudly served Southern California, not only as a healthcare provider but also as an advocate, standing up for the wellbeing and power of our communities. Founded in 1969 in East Los Angeles, AltaMed was built on the principle of caring for underserved families with dignity and respect. Over the years, we have discovered a connection between art and healing, to support overall wellness and mental health. This belief led us to cultivate the AltaMed Art Collection, a collection of thousands of Chicano, Latino, and Latin American artworks that not only capture our history, but reflect the communities that we serve. We proudly display artworks from this collection across our clinics and community sites to create uplifting environments. We also engage with local artists to teach classes to patients, and are working to grow our arts programming within our model of care. Through these efforts, AltaMed has seen firsthand how art heals while also building empathy, preserving our cultural heritage, and inspiring hope.

Montebello already has a vibrant history of art and public culture that highlights how much this community values creative expression. Downtown Montebello hosts the monthly Montebello Artwalk. The Armenian Genocide Martyrs Monument in Bicknell Park stands as both memorial and art piece, a landmark that draws together community memory and identity. More recently, the city has taken creative steps to enhance public space, for example approving a new traffic signal and scramble crosswalk at a busy intersection, adding design and safety to pedestrian

movement in a visually meaningful way. These and other murals, cultural festivals and community monuments already serve to unite residents and sustain heritage. **Our project aligns with the City's cultural investments to date and is a natural next step that will help deepen our roots in Montebello. We are fully committed to making it a source of pride and public benefit for all Montebello residents.**

The Alta Project is far more than an art storage facility. The space will offer a dedicated space for gallery exhibitions, arts workshops, and storage of cultural artworks that would otherwise lack a permanent home. In recent months, Montebello families have endured heightened fear as Immigration and Customs Enforcement (ICE) raids have taken place in and around our neighborhoods. These actions create uncertainty, disrupt families, and instill a climate of silence and hopelessness. In moments like this, art becomes more than artistic expression, it becomes a necessary outlet and safe space for healing and hope. Where community members can gather, find strength in cultural pride, and use artistic expression as a way to process fear, affirm identity, and resist erasure. The City's support of this project at this moment sends a clear message that Montebello cherishes its diverse heritage and will protect it even amid adversity.

We greatly appreciate the City's thoughtful consideration of the Alta Project throughout the planning process. Montebello's final "yes" to The Alta project will demonstrate the City's continued commitment to fostering an inclusive, cultural community where everyone, from longtime residents to the youngest generation, can see their heritage honored and their creativity nurtured. We are confident that with your approval, The Alta project will become a shining example of how public-private partnership in the arts can strengthen the community. **We respectfully urge you to grant the permit approvals needed to make this transformative project a reality.**

Thank you once again for your leadership to support arts and culture, and for working with us so diligently throughout this process. Together, let us move forward to celebrate and preserve the vibrant cultural tapestry that makes Montebello so special.

Sincerely,



Cástulo de la Rocha
President and CEO
AltaMed Health Services

October 3, 2025

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

RE: Support for Agenda Item 2 - Approval of AltaMed's The Alta project

Dear Honorable Planning Commissioners and City Councilmembers,

On behalf of the undersigned individuals and organizations, we express our deep appreciation for Montebello's steadfast commitment to arts and culture. Your leadership in uplifting public art, cultural programs, and celebrations of community diversity has created the fertile ground for projects like the Alta project to flourish.

The Alta at AltaMed Health Services will be a space dedicated to **preserve, showcase, and celebrate Chicano and Latino art while hosting workshops, exhibitions, and educational programs for the Montebello community**. For over fifty-five years, AltaMed has served Southern California as both a health care provider and a champion of community well-being. We believe that healing embraces the whole person and the whole community, and that art is essential to mental health, cultural pride, intergenerational connections, and to building strong communities.

Montebello already boasts a rich cultural landscape—from the Montebello Artwalk to public monuments and murals—that affirms creativity as a civic value. The Alta project builds on that legacy by providing a permanent gallery and professional storage space for important Latino artworks that might otherwise be lost or damaged, and by offering a welcoming place for the public to gather, learn, and celebrate the arts. In times when immigrant families face heightened fear and uncertainty, such a space sends a powerful message of belonging and resilience.

We **respectfully urge you to grant permit approvals by approving agenda item 2** to make this transformative project a reality. Montebello's approval will demonstrate the City's ongoing commitment to inclusivity and cultural vitality for generations to come.

Thank you for your leadership and thoughtful review.

Respectfully,

Congresswoman Linda Sánchez,
United States Congress

Senator Bob Archuleta,
California State Senate

Assemblymember Lisa Calderon,
California State Assembly

Jaime Lopez,
Board Member, Whittier Union High School
District

Steven Acevedo,
Founder & Creative Director, CM2Arts

José Antonio Aguirre,
Executive Director, Mexican Cultural
Institute of Los Angeles

Endy Bernal,
Board Chair, Self Help Graphics & Art

Manuel Bernal,
CEO, Cesar Chavez Foundation

Andres Chavez,
Executive Director, National Chavez Center

Dr. Berenecea Johnson Eanes,
President, California State University, Los
Angeles

Yolanda Garcia,
Owner, Casita del Pueblo Gallery &
Community Space

Sandra Hahn,
Santa Fe Springs Art Festival and LA
County Arts & Culture Commissioner

Charles James,
Owner & Director, Charlie James Gallery

Rigoberto Jimenez,
Owner & Director, Eastern Projects Gallery

Dr. David C. Lizárraga,
Founder & Chairman, TELACU Education
Foundation

Dr. Michael Lizárraga,
President & CEO, TELACU and TELACU
Industries; President TELACU Education
Foundation

William Moreno,
Montebello Resident, Art Consultant

Ricardo Munoz,
Collector of Chicano and Latino Art

Chon Noriega,
Professor, University of California, Los
Angeles

Fabian Núñez,
Former Speaker, California State Assembly

Dr. Monte E. Perez,
Interim President, East Los Angeles College

Dr. Ciriaco “Cid” Pinedo,
President & CEO, Mexican American
Opportunity Foundation (MAOF)

George L. Pla,
Founder & CEO, Cordoba Corporation

John Raffoul,
President, Adventist Health White Memorial

Jose Ramirez,
East Los Angeles Artist

Ramon Ramirez,
Pico Rivera Artist

Maria S. Salinas,
President & CEO, Los Angeles Area
Chamber of Commerce

Miguel Santana,
President & CEO, California Community
Foundation

Barney Santos,
CEO, BLVD Market & Alchemy Craft

Hataya Tubtim,
Executive Director, Vincent Price Art
Museum

Antonio Villaraigosa,
Former Mayor, City of Los Angeles



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: FISCAL YEAR 2025-26 FIRST QUARTER BUDGET REPORT

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2025-26 First Quarter Budget Report; and,
2. Amend the Compensation Plan and Table of Organization (Position Listing), Resolution No. 25-xx for certain Fire, Community Development and Finance Department classifications; and,
3. Amend the Master Position Control to reflect changes to the Table of Organization; and,
4. Approve new and updated Job Classifications for positions in Fire and Finance; and,
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2025-26 budget was adopted on June 25, 2025. Since adoption, changes (amendments) to the budget have been made. In addition, there are now three months of revenue and expenditure results that allow trends to be analyzed and an updated budget forecast to be presented (i.e., actual results through the second week of October). In addition, presentation of quarterly reports on a regular basis show good financial stewardship and promote transparency.

This First Quarter Budget report will focus on the General Fund and will provide updated expenditure and revenue projections for the fiscal year. There will also be a brief discussion of the two enterprise funds which record activity of the City-owned

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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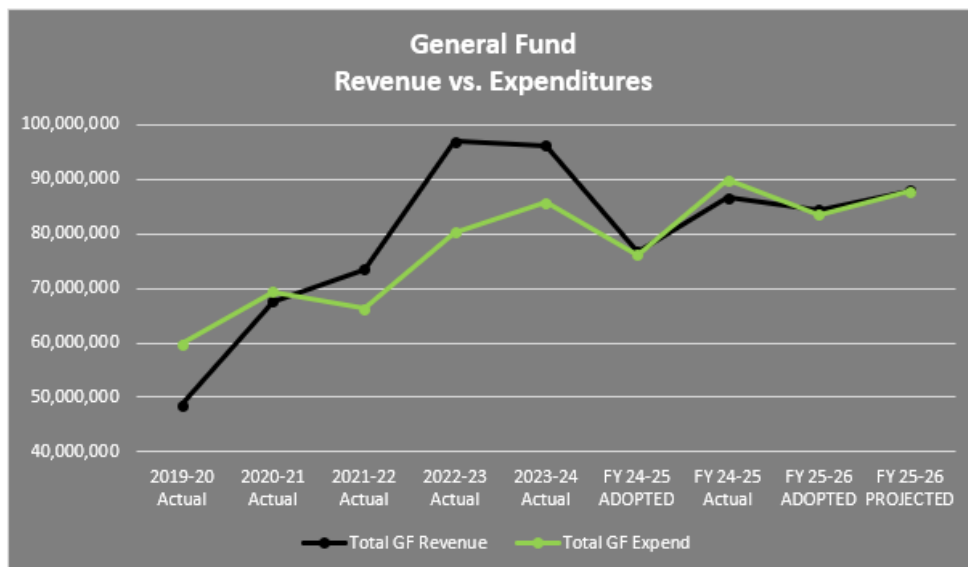
hotels: Hilton Garden Inn and Home2Suites.

The General Fund budget was adopted with an \$894,700 surplus: revenue of \$84,447,100 and expenditures of \$83,552,400. Since adoption in June, budget amendments have been made to department expenditure appropriations, and new information is available on revenue trends. Also, three months of data provide trends for where expenditures are headed by year-end, allowing for updated estimates to be presented.

The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the adopted and amended budgets for FY 2025-26:

	2025-26 Adopted Budget	2025-26 Amended Budget	1st Quarter Projected
General Fund Revenue	84,447,100	84,447,100	87,902,100
General Fund Expenditures	83,552,400	84,813,466	87,825,421
	894,700	(366,366)	76,679

The chart below provides historical context, plotting actual, budgeted and projected General Fund revenues against expenditures for Fiscal Years 2019-20 through 2025-26:



The large gap between revenue and expenditure actuals in FY 2019-20 shows revenue negatively impacted by the pandemic, plus one-time capital expenditures related to infrastructure projects that utilized the 2009 excess bond proceeds: Taylor Ranch Park project, City Hall roof replacement, Police HVAC replacement, etc.

The surpluses in FY 2021-22, FY 2022-23 and FY 2023-24 continue a positive trend where revenue exceeds expenditures, assisted by the recognition of one-time revenues from the sale of the City's water system, sale of property in the City of Pico Rivera and recognition of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The FY

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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2025-26 1st Quarter projection shows a slight surplus of \$76,679

The paragraphs below present a more detailed discussion of the changes based on 1st Quarter actuals and their impact on the forecast for fiscal year-end.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL:

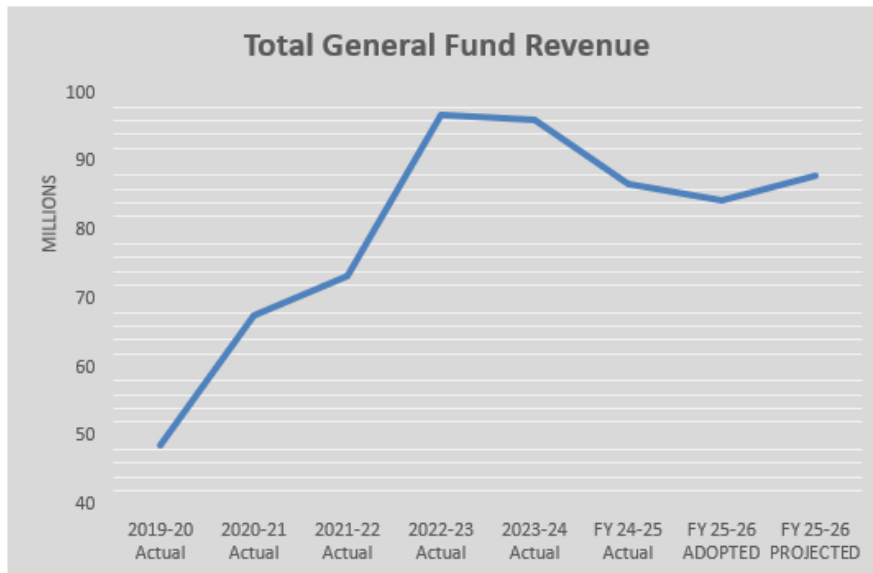
N/A

ANALYSIS:

At the time the FY 2025-26 budget was adopted on June 25, 2025, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2024-25 provides additional, unaudited insight into revenue and expenditure performance. That information, along with additional data (i.e., actuals) from July – October allows an updated forecast for fiscal year-end to be presented.

Revenue

Overall, General Fund revenue is projected to be \$3,455,000 higher than the adopted budget (\$87.902 million vs. \$84.447 million). This increase represents the net impact of changes to revenue accounts across the General Fund. The chart and table below present high-level overviews of General Fund revenue – by totals and major revenue category (refer to Attachment A for additional details on revenue):



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	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2025-26 ADOPTED BUDGET	2025-26 PROJECTED
SALES TAX						
1% Bradley Burns	14,617,152	14,851,025	14,447,805	15,727,705	17,000,000	17,000,000
Monterey Park Marketplace	1,378,534	1,525,665	1,122,969	1,196,741	1,100,000	1,200,000
Measure H	9,383,293	9,974,915	10,087,603	9,454,438	10,500,000	10,500,000
SALES TAX TOTAL	25,378,979	26,351,605	25,658,377	26,378,884	28,600,000	28,700,000
PROPERTY TAX						
Secured	4,662,929	4,953,607	5,483,163	5,168,425	5,550,000	5,550,000
In-Lieu of VLF	7,629,793	7,997,213	8,594,708	9,039,165	9,600,000	9,650,000
Other Property Tax	1,902,406	2,373,748	3,295,800	3,299,972	3,485,200	3,563,500
PROPERTY TAX TOTAL	14,195,128	15,324,568	17,373,671	17,507,562	18,635,200	18,763,500
OTHER TAXES	631,085	650,178	666,485	606,912	665,000	665,000
FRANCHISE TAXES	2,300,508	3,013,891	3,449,842	3,297,694	3,599,000	3,549,000
LICENSES AND PERMITS	8,239,936	9,509,874	7,897,407	11,855,265	9,435,000	10,425,000
FINES AND FORFEITURES	2,499,502	3,390,006	3,034,337	2,884,302	3,425,000	3,450,000
INVESTMENT INCOME	16,846	520,594	723,374	620,105	530,000	530,000
INTERGOVERNMENTAL	6,311,327	4,630,077	4,902,930	1,117,151	65,000	65,000
CHARGES FOR SERVICE	7,248,267	7,994,061	8,470,350	8,470,620	8,826,700	9,138,400
OTHER REVENUE	2,962,046	4,840,631	17,259,240	8,252,255	5,282,600	5,482,600
TRANSFERS IN	3,637,348	20,608,439	6,666,044	5,629,175	5,383,600	7,133,600
TOTAL GENERAL FUND REVENUE	73,420,972	96,833,924	96,102,057	86,619,925	84,447,100	87,902,100

The largest positive change (in dollars) came in the Transfers In category, showing an increase of \$1.750 million over the adopted budget. The Transit Fund will be utilizing Proposition A funds, which results in a net positive transfer to the General Fund of \$1.750 million.

There is a \$990,000 projected increase in Licenses and Permits revenue. The majority of the additional revenue is coming from “Building Permits,” “Plan Check Fees,” “Electrical Permits,” and “Cannabis Cultivation.” There is continued positive revenue impact from the Metro Heights development, as building permits are issued and plan checks reviewed. The “Plan Check” revenue also benefits from the updated sharing ratio with the City’s engineering consultant. The City now receives closer to 50% of plan check revenue, vs. the previous agreement which only netted the City 15%. The City received \$2.221 million in “Plan Check” revenue in FY 2024-25, compared to \$551,000 in FY 2023-24. This category is estimated to record \$1.500 million for FY 2025-26.

“Other Revenue” reflects a \$200,000 increase vs. the budgeted amount. The Fire Department receives reimbursements from the State when wildland firefighting strike teams are deployed for mutual aid. CalOES reimburses the City for staff and equipment each time a strike team is deployed, utilizing updated fully burdened rates based on current rates of pay and benefits.

Sales tax is also up modestly, \$100,000 vs. the adopted budget. The table below shows sales tax data from FY 2021-22 through FY 2025-26, including the updated 1st Quarter forecast for all three separate sources of sales tax:

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	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	2025-26 ADOPTED	2025-26 Projected	Variance \$
1% Sales Tax	14,617,152	14,851,025	14,447,805	15,727,705	17,000,000	17,000,000	0
Monterey Park Marketplace	1,378,534	1,525,665	1,122,969	1,196,741	1,100,000	1,200,000	100,000
Measure H	9,383,293	9,974,915	10,087,603	9,454,438	10,500,000	10,500,000	0
	25,378,979	26,351,605	25,658,377	26,378,884	28,600,000	28,700,000	100,000

The increase is coming from the Monterey Park Marketplace sharing revenue stream. In April, 2023 residents of the City of Monterey Park approved a $\frac{3}{4}$ cent transaction and use tax – identical to Measure H approved by Montebello voters in March, 2020. At the time of budget adoption, Staff were working with Monterey Park officials to determine how much additional revenue would accrue to Montebello from the new transaction and use tax. Staff now have two full fiscal years of remittances from Monterey Park and can project \$100,000 in additional transaction and use tax revenue for FY 2025-26.

Montebello's own transaction and use tax (Measure H) continues to perform well, with the forecast – for now – holding at the \$10.500 million budget amount. The trend in Measure H revenue indicates it performs at a steady 67% of the 1% Bradley Burns sales tax totals.

The 1% Bradley-Burns sales tax amount is forecasted at \$17.000 million. Recent quarterly results indicate sales tax could fare better by fiscal year-end. However, for the 1st Quarter report, the forecast will remain at the budgeted amount of \$17.000 million. Staff will confer with the City's sales tax consultant (HdL Companies) and will update the projection as part of the 2nd Quarter budget update, which will incorporate additional data from recently opened retail operations across the City.

Property tax shows a slight increase of \$128,300 when compared to the adopted budget. There is a projected increase to residual property tax (\$78,300) and property tax in-lieu of VLF (\$50,000). Sales of residential properties in the Metro Height development continue to produce additional property tax revenue. This fiscal year represents the second full year of receiving property tax from Metro Heights. Staff will continue to monitor property tax receipts and will update accordingly for the 2nd Quarter budget report.

Charges for Services projects a net increase of \$311,700 over budget. The largest increase is to "Fire Plan Check" revenue: \$500,000 vs. a budget of \$250,000. Year-to-date revenue has surpassed the amount received for all of FY 2024-25. Metro Heights is contributing the most to the additional revenue for FY 2025-26 in this specific category.

The Other Revenue category is projecting to be \$200,000 higher due to revenue from CalOES reimbursing the City for Fire Department strike team mutual aid deployments. Each time the City sends a strike team in support of a wildland fire in the State, CalOES provides reimbursement for staff and equipment.

The additional \$3.445 million in General Fund revenue (Attachment A) projected for FY 2025-26 is a positive sign of continued strong performance of property values in the City, as well as improved operations and other adjustments. Staff will continue to monitor revenue trends and will provide an update as part of the 2nd Quarter (mid-year) budget

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report in February 2026.

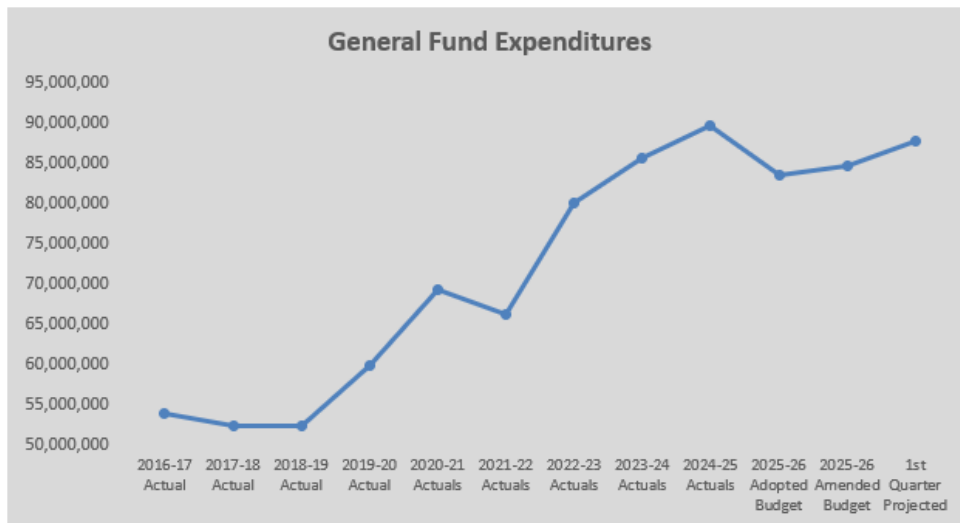
Expenditures

General Fund expenditures are projected to be \$87,825,421. This amount represents a \$3,011,955 increase over the FY 2025-26 amended budget (Attachment B). The amended budget total is \$84,813,466 (\$1,261,066 increase over the adopted budget). The increase over the adopted budget takes into account budget amendments approved by the City Council since July, encumbrance rollovers from the prior year (which amend the budget), and updated forecasts for various line-item expense categories.

About \$931,000 of the \$1.261 million increase to the adopted budget is from encumbrance roll-overs (open purchase orders) in the Public Works, Community Development, Police and Fire Departments. The purchase order/encumbrance rollover process is standard and occurs at the end of each fiscal year. The remaining \$330,000 in budget amendments are from FY 2025-26 City Council actions related to:

- o Fire Department strategic plan services (\$75,000)
- o Fire Department vehicle purchases / related equipment (\$105,000)
- o Public Works – citywide custodial contract (\$150,000)

The chart below provides a historical trend back to FY 2016-17 of General Fund expenditures:



The table below shows – by Department/operational area – prior year actuals and budget as well as the updated FY 2025-26 projections based on actuals through October (refer to Attachment B for additional details and historical amounts):

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	2022-23 Actuals	2023-24 Actuals	2024-25 Actuals	2025-26 Adopted Budget	2025-26 Amended Budget	1st Quarter Projected
Administration / Elected	4,804,612	2,447,000	2,733,981	2,861,200	2,861,200	2,641,096
Community Development	2,725,754	3,126,335	5,472,363	4,809,800	5,194,306	5,009,396
Finance	2,657,374	3,006,824	3,193,180	3,158,600	3,158,600	3,097,189
Fire	18,158,612	20,103,813	21,999,963	19,367,900	19,579,421	21,643,506
Human Resources	2,796,197	2,262,931	1,564,102	1,534,900	1,534,953	1,358,122
Information Technology	-	-	1,236,574	1,231,200	1,232,892	1,555,185
Parks and Recreation	4,030,430	4,733,761	6,403,558	5,926,100	6,071,626	7,035,122
Public Affairs-Info Tech	3,172	1,710,362	-	-	-	-
Police	20,423,375	24,990,216	26,867,593	25,199,400	25,268,477	25,753,517
Public Works	16,981,915	16,553,608	16,067,215	16,272,400	16,705,338	16,465,889
Non-Departmental	7,634,207	6,826,205	4,335,978	3,190,900	3,206,653	3,266,398
	80,215,648	85,761,055	89,874,507	83,552,400	84,813,466	87,825,421

It is important to compare 1st Quarter projected expenditures against the amended budget. As noted above, there is approximately \$1.261 million in budget amendments so far in FY 2025-26: from a combination of purchase order rollovers (\$931,000) and City Council approved budget amendments (\$330,000). The purchase order rollovers allow for major purchases and projects begun in FY 2024-25 to be completed in the current fiscal year.

The bulleted list below describes the variances – projected vs. amended budget – for several departments, based on this table showing variances between the FY 2025-26 amended budget and projected expenditures:

	2025-26 Adopted Budget	2025-26 Amended Budget	1st Quarter Projected	Variance vs. Amended
Administration / Elected	2,861,200	2,861,200	2,641,096	(220,104)
Community Development	4,809,800	5,194,306	5,009,396	(184,910)
Finance	3,158,600	3,158,600	3,097,189	(61,411)
Fire	19,367,900	19,579,421	21,643,506	2,064,085
Human Resources	1,534,900	1,534,953	1,358,122	(176,831)
Information Technology	1,231,200	1,232,892	1,555,185	322,293
Parks and Recreation	5,926,100	6,071,626	7,035,122	963,496
Police	25,199,400	25,268,477	25,753,517	485,040
Public Works	16,272,400	16,705,338	16,465,889	(239,449)
Non-Departmental	3,190,900	3,206,653	3,266,398	59,745
	83,552,400	84,813,466	87,825,421	3,011,955

- **Administration** – the primary reason for estimated net projected expenditures coming in lower than the amended budget is a combination of salary savings and lower projected legal expenses
- **Community Development** – there are slight salary savings throughout the divisions, coupled with some contract services savings, leading to the \$185,000 projected savings vs. the amended budget
- **Finance** – the \$61,000 variance is from salary and benefit savings
- **Public Works** – the \$239,000 variance in Public Works is primarily due to projected savings in various contract services.

The **Parks and Recreation Department** is projecting \$963,000 in expenses over the

amended budget. However, the majority of this (\$735,000) is from the Park Maintenance Division. This Department assumed management of this division from Public Works after adoption of the FY 2025-26 budget. There is existing budget for these operations in the Public Works Department. Finance staff will work with Parks and Recreation and Public Works to adjust the budget in the coming months – moving appropriations from Public Works to Parks and Recreation. The remaining \$200,000 in projected additional expenses is primarily from part-time wages. Increases to the minimum wage, as well as staffing of additional special events held throughout the year are contributing to the additional spending in FY 2025-26.

The **Police Department** is projecting \$485,000 in expenses over the amended budget. There has been an increase in salary and overtime expenses, as recently approved MOUs (i.e., MPMA in 2023 and MPOA in 2024) increased base salaries and various special/incentive pays for sworn members of the Department. This increase can be seen in salaries as well as overtime and PERS expenses, since these are based on base pay. Also, vacancies in sworn positions are at their lowest levels in over five years. Full staffing allows for additional policing resources in the community – helping ensure a safer Montebello. Staff will continue to monitor the increases to salary, special pay and benefit expenses and will recommend budget amendments as part of the mid-year budget update.

The **Fire Department** is projecting an additional \$2.064 million in expenses over the amended budget. The Department is at or near full staff across all sworn positions. In addition, recently approved MOUs with the associations representing Firefighters and Fire Management (i.e., approved in June and August 2025) provide for increased wages and new special pays. The combination of higher wages, special pays and full staffing are contributing to additional full-time (\$279,000), overtime (\$650,000) and PERS (\$178,000) expenses in the Suppression Division, accounting for the majority of the projected increase over the amended budget.

Staff will continue monitoring expenses in each department and will provide an update with the 2nd Quarter report. In addition, budget amendments will be recommended as part of the 2nd Quarter budget update to align projected expenses with an updated amended budget.

Whether comparing projected expenses against the adopted or amended budget, it is important to always keep in mind projected revenue. So long as General Fund revenue is projected to exceed expenditures, then a surplus will be realized at fiscal year-end. This 1st Quarter report shows an expected surplus of \$76,679.

Updating / Creation of New Job Classifications

Periodically, Human Resources – in cooperation with a specific operating Department – will update existing job classifications. These updates are necessary to modernize the job description, refine the duties performed, and adjust and update the basic requirements needed for the position. The updates assist with keeping Montebello's classification system in line with other public agencies, which helps with retention and recruitment.

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Recently, the Fire and Finance Departments collaborated with Human Resources to update/create job classifications. The Fire Department has two position classifications being updated (Exhibits D1 and D3):

- Public Safety Radio Technician
- Community Case Manager

These positions are now a series: Public Safety Radio Technician I/II/III and Community Case Manager I/II/III. Creation of a “series” allows for progression through the position, as well as flexibility in recruitment and hiring. The Civil Service Commission recently approved these job classifications, which now requires them to be approved by the City Council.

The Finance Department will be adding a “Deputy Director – Finance” position to its table of organization (Exhibit D2). This new position will assist with succession planning in the Department, and provide greater and more focused oversight of key areas in Finance: payroll, accounting, accounts receivable, accounts payable, grants management and procurement.

The Table of Organization (Attachment C) and Salary Resolution (Attachment D) require updating due to these recommended actions. The new/updated job classifications can be found as Exhibits to the Salary Resolution (Attachment D, Exhibits D1, D2, D3).

Hilton Garden Inn and Home2Suites (Revenue and Expenditures)

The City’s two hotels have revenue and expenditure activity recorded in separate enterprise funds (Fund 620 for Hilton Garden Inn and Fund 625 for Home2Suites). These are separate and independent from each other, and also distinct from any Golf Course or Quiet Cannon operations (which have revenue and expenditures recorded in a separate fund, Fund 610).

To that end, it is useful to present recent financial results for both hotels and provide a comparison to financial results from prior fiscal years. The table below shows annual expenditure and revenue data from FY 2019-20 to FY 2024-25 for each hotel (as of the writing of this report, 1st quarter results from the hotel operator were not yet available):

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
Hilton Garden Inn (Fund 620)						
REVENUE	4,482,116	3,243,206	5,359,743	6,655,126	6,703,555	6,785,858
EXPENDITURES	4,739,897	3,855,108	5,088,671	5,832,967	5,588,488	5,539,780
	(257,781)	(611,902)	271,072	822,159	1,115,067	1,246,078
Home2Suites (Fund 625)						
REVENUE	9,064,121	8,360,802	12,062,484	13,431,144	13,349,134	13,958,962
EXPENDITURES	8,602,562	7,982,367	9,782,114	9,306,494	12,378,111	13,320,401
	461,559	378,435	2,280,370	4,124,650	971,023	638,561

The Hilton Garden Inn continued its post-pandemic operating improvement in FY 2024-25, showing sustained recovery from prior years when occupancy was negatively impacted by the pandemic, as well as the remodel of the hotel where it was closed for six

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months in 2020. The hotel's FY 2024-25 unaudited results show \$6.786 million in revenue against \$5.540 million in expenses, for a \$1.246 million surplus. The adopted FY 2025-26 budget for the Hilton Garden Inn projects a \$354,300 surplus – revenue of \$7.025 million vs. expenditures of \$6.671 million.

The Home2Suites hotel performed well last fiscal year, ending with a \$638,561 surplus (\$13.959 million in revenue against \$13.320 million in expenditures). The FY 2025-26 budget for this hotel anticipates a \$204,900 surplus — \$13.825 million in revenue vs. \$13.620 million in expenditures. Based on the revenue results for FY 2024-25, projected revenue for the current fiscal year should outpace the budget amount, while expenditures will come in lower than budgeted, which will likely produce a larger surplus by fiscal year end. The 2nd Quarter Budget Report will provide updates on revenue and expenditures trends.

The continuing economic recovery, especially in the leisure and travel industries as the pandemic's negative impacts move further into the distance, have had a positive impact on the City's hotels, allowing for the return to pre-pandemic travel patterns and an increase in occupancy rates and room revenue. Recent data shows occupancy rates for Hilton Garden Inn and Home2Suites in the range between 82% and 90% (respectively). Staff will continue monitoring the City's hotels and reporting their performance on a quarterly basis.

SUMMARY:

This 1st Quarter Budget Report provides an overview of General Fund revenue and expenditure performance (Attachments A and B) based on the first three months of FY 2025-26 (July – September). This initial budget “check-in” is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance. The General Fund is projecting a surplus of \$76,679 – \$87.902 million in revenue versus \$87.825 million in expenditures.

Staff will continue monitoring revenue and expenditure trends in the coming months and will utilize the additional data to provide a budget update for the 2nd Quarter (mid-year). The 2nd Quarter budget report will also serve as the beginning of budget development for next year, utilizing projections to build the Fiscal Year 2026-27 budget.

The recommended actions will also amend the Salary Resolution (Attachment D) and Master Position Control (Attachment C) and approve new and updated job classifications (Exhibits D1, D2 and D3).

ATTACHMENT(S)

1. ATTACHMENT A - FY 2025_26 GF Revenue YTD Summary
2. ATTACHMENT B - FY 2025_26 GF Expenditures YTD Summary
3. ATTACHMENT C - Master Position Control FY 2025_26 UPDATED 1ST QTR
4. ATTACHMENT D - Compensation Plan Resolution No. 25-xx FY 2025_26 1st Qtr Budget Update
5. EXHIBITS D1-D2-D2 - Job Descriptions Updated-New

General Fund Revenue
FY 2025-26 Proposed Budget
1st Quarter Budget Update, October 22, 2025

ATTACHMENT A

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 ADOPTED BUDGET	2024-25 Actual	2025-26 ADOPTED BUDGET	2025-26 PROJECTED	Variance: Projected vs. Adopted	Variance: Projected vs. Actuals
SALES TAX										
1% Bradley Burns	13,507,132	14,617,152	14,851,025	14,447,805	15,525,000	15,727,705	17,000,000	17,000,000	0	1,272,295
Monterey Park Marketplace	1,064,486	1,378,534	1,525,665	1,122,969	900,000	1,196,741	1,100,000	1,200,000	100,000	3,259
Measure H	7,698,629	9,383,293	9,974,915	10,087,603	10,200,000	9,454,438	10,500,000	10,500,000	0	1,045,562
SALES TAX TOTAL	22,270,247	25,378,979	26,351,605	25,658,377	26,625,000	26,378,884	28,600,000	28,700,000	100,000	2,321,116
PROPERTY TAX									0	0
Secured	4,550,175	4,662,929	4,953,607	5,483,163	5,443,000	5,168,425	5,550,000	5,550,000	0	381,575
In-Lieu of VLF	7,238,433	7,629,793	7,997,213	8,594,708	9,025,000	9,039,165	9,600,000	9,650,000	50,000	610,835
Other Property Tax	1,925,957	1,902,406	2,373,748	3,295,800	2,592,000	3,299,972	3,485,200	3,563,500	78,300	263,528
PROPERTY TAX TOTAL	13,714,565	14,195,128	15,324,568	17,373,671	17,060,000	17,507,562	18,635,200	18,763,500	128,300	1,255,938
OTHER TAXES	476,959	631,085	650,178	666,485	660,000	606,912	665,000	665,000	0	58,088
FRANCHISE TAXES	2,316,250	2,300,508	3,013,891	3,449,842	3,325,000	3,297,694	3,599,000	3,549,000	-50,000	251,306
LICENSES AND PERMITS	6,105,526	8,239,936	9,509,874	7,897,407	7,548,000	11,855,265	9,435,000	10,425,000	990,000	-1,430,265
FINES AND FORFEITURES	2,301,787	2,499,502	3,390,006	3,034,337	3,140,000	2,884,302	3,425,000	3,450,000	25,000	565,698
INVESTMENT INCOME	77,455	16,846	520,594	723,374	520,000	620,105	530,000	530,000	0	-90,105
INTERGOVERNMENTAL	1,096,273	6,311,327	4,630,077	4,902,930	15,000	1,117,151	65,000	65,000	0	-1,052,151
CHARGES FOR SERVICE	5,770,641	7,248,267	7,994,061	8,470,350	8,372,600	8,470,620	8,826,700	9,138,400	311,700	667,780
OTHER REVENUE	9,823,255	2,962,046	4,840,631	17,259,240	4,698,000	8,252,255	5,282,600	5,482,600	200,000	-2,769,655
TRANSFERS IN	3,570,002	3,637,348	20,608,439	6,666,044	4,700,000	5,629,175	5,383,600	7,133,600	1,750,000	1,504,425
TOTAL GENERAL FUND REVENUE	67,522,960	73,420,972	96,833,924	96,102,057	76,663,600	86,619,925	84,447,100	87,902,100	3,455,000	1,282,175

General Fund Expenditures
1st Quarter Budget Update, October 22, 2025

ATTACHMENT B

	2019-20 Actual	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 Actuals	2024-25 Adopted Budget	2024-25 Actuals	2025-26 Adopted Budget	2025-26 Amended Budget	1st Quarter Projected	Variance vs. Amended	Variance vs. FY 2024-25 Actuals
Administration / Elected	2,392,931	2,473,138	2,703,951	4,804,612	2,447,000	2,828,200	2,733,981	2,861,200	2,861,200	2,641,096	(220,104)	(92,885)
Community Development	1,612,140	1,752,274	2,370,062	2,725,754	3,126,335	3,467,700	5,472,363	4,809,800	5,194,306	5,009,396	(184,910)	(462,968)
Finance	2,227,568	2,201,468	2,676,890	2,657,374	3,006,824	2,967,200	3,193,180	3,158,600	3,158,600	3,097,189	(61,411)	(95,991)
Fire	15,114,996	15,310,306	15,325,501	18,158,612	20,103,813	18,226,100	21,999,963	19,367,900	19,579,421	21,643,506	2,064,085	(356,457)
Human Resources	1,239,180	1,742,602	2,172,884	2,796,197	2,262,931	1,453,700	1,564,102	1,534,900	1,534,953	1,358,122	(176,831)	(205,980)
Information Technology						1,229,800	1,236,574	1,231,200	1,232,892	1,555,185	322,293	318,612
Parks and Recreation	4,472,874	5,078,363	5,992,391	4,030,430	4,733,761	5,215,500	6,403,558	5,926,100	6,071,626	7,035,122	963,496	631,564
Public Affairs-Info Tech	-	-	-	3,172	1,710,362		-	-	-	-	-	-
Police	19,223,841	18,916,427	18,928,868	20,423,375	24,990,216	21,527,200	26,867,593	25,199,400	25,268,477	25,753,517	485,040	(1,114,075)
Public Works	8,865,983	9,998,328	10,799,523	16,981,915	16,553,608	15,478,100	16,067,215	16,272,400	16,705,338	16,465,889	(239,449)	398,674
Non-Departmental	4,625,043	11,912,014	5,352,367	7,634,207	6,826,205	3,707,400	4,335,978	3,190,900	3,206,653	3,266,398	59,745	(1,069,580)
	59,774,556	69,384,920	66,322,437	80,215,648	85,761,055	76,100,900	89,874,507	83,552,400	84,813,466	87,825,421	3,011,955	(2,049,086)



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Elected							
City Councilmember	5.0	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	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	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Director of City Clerk Services	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0	-1.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Executive Assistant to the City Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	2.0	1.0	1.0	1.0	0.0	-1.0
	8.0	11.0	8.0	8.0	10.0	8.0	-2.0
Finance							
Director of Finance	1.0	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	1.0	0.0
Deputy Director of Finance	0.0	0.0	0.0	0.0	0.0	2.0	2.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	2.0	1.0
Senior Accountant	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	6.0	6.0	5.0	-1.0
Lead Finance Technician	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	8.0	8.0	8.0	5.0	-3.0
Finance Technician	5.0	5.0	2.0	2.0	2.0	3.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire							
Fire Chief	1.0	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	1.0	0.0
Deputy Fire Chief	1.0	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	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter - Paramedic	0.0	0.0	18.0	18.0	18.0	18.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction Coordinator	1.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	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	-1.0
Senior Management Analyst	2.0	2.0	3.0	3.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	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	2.0	0.0
Social Work Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	3.0	3.0	3.0	0.0
	76.0	76.0	98.0	100.0	101.0	100.0	-1.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Human Resources							
Director of Human Resources / Risk Management	1.0	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	1.0	0.0
Human Resources Manager	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Risk Manager	1.0	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	2.0	0.0
Human Resources Analyst	1.0	2.0	4.0	4.0	4.0	4.0	0.0
Human Resources Technician	1.0	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	-1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	18.0	15.0	14.0	14.0	13.0	-1.0
Planning and Community Development							
Director of Planning and Community Development	1.0	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	1.0	0.0
Deputy Director – Economic Development	0.0	0.0	0.0	1.0	1.0	0.0	-1.0
Building Official	1.0	0.0	0.0	1.0	1.0	0.0	-1.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	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	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Code Enforcement Manager	1.0	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	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	5.0	5.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	1.0	1.0	0.0
Combination Building Inspector	1.0	0.0	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	2.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Management Analyst	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	28.0	28.0	26.0	-2.0
Police							
Police Chief	1.0	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	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	7.0	7.0	7.0	0.0
Police Sergeant	10.0	10.0	10.0	11.0	11.0	11.0	0.0
Police Corporal	23.0	23.0	23.0	24.0	24.0	24.0	0.0
Police Officer	32.0	32.0	36.0	38.0	38.0	38.0	0.0
Police Community Service Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	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	5.0	0.0
Police Dispatcher I	5.0	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	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	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	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Finance Technician	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	107.0	114.0	114.0	116.0	2.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Public Works							
Director of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	1.0	1.0	0.0	-1.0
Deputy Director of Public Works	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Construction Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Public Works Superintendent	1.0	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	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	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	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	1.0	-1.0
Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	1.0	0.0
	25.0	45.0	46.0	43.0	43.0	41.0	-2.0
Information Technology							
Information Systems Manager	0.0	0.0	2.0	1.0	1.0	1.0	0.0
Information Systems Supervisor	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	3.0	4.0	4.0	4.0	0.0
	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Recreation and Community Services							
Director of Recreation and Community Services	1.0	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	1.0	0.0
Recreation Manager	1.0	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	-1.0
Golf Course Facilities Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	2.0	4.0	4.0	4.0	0.0
Community Services Coordinator	4.0	4.0	6.0	6.0	6.0	6.0	0.0
Public Affairs Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	1.0	-1.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	0.0	-1.0
	21.0	11.0	14.0	23.0	24.0	21.0	-3.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Transportation							
Director of Transportation	1.0	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	1.0	0.0
Deputy Director	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Administration Manager	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Operations Manager	1.0	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	1.0	0.0
Facility Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	6.0	6.0	6.0	0.0
Transit Dispatch Supervisor	15.0	15.0	13.0	15.0	15.0	15.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	7.0	7.0	7.0	0.0
Warehouse Supervisor	1.0	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	2.0	0.0
Senior Management Analyst	0.0	1.0	3.0	2.0	2.0	3.0	1.0
Management Analyst	3.0	4.0	5.0	5.0	5.0	3.0	-2.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	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	13.0	0.0
Body Shop Mechanic	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	4.0	4.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	3.0	3.0	3.0	3.0	0.0
	204.0	234.0	233.0	243.0	243.0	242.0	-1.0
Total Full-Time Employees							
	500.0	547.0	582.0	612.0	616.0	606.0	-10.0
Total Full-Time Employees Net Elected							
	493.0	540.0	575.0	605.0	609.0	599.0	-10.0

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Administration	8.0	11.0	8.0	8.0	10.0	8.0	-2.0
Community Development	21.0	20.0	20.0	28.0	28.0	26.0	-2.0
Finance	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire	76.0	76.0	98.0	100.0	101.0	100.0	-1.0
Human Resources	14.0	18.0	15.0	14.0	14.0	13.0	-1.0
Parks and Recreation	21.0	11.0	14.0	23.0	24.0	21.0	-3.0
Police	103.0	103.0	107.0	114.0	114.0	116.0	2.0
Public Works	25.0	45.0	46.0	43.0	43.0	41.0	-2.0
Information Technology	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Transit	204.0	234.0	233.0	243.0	243.0	242.0	-1.0
	493.0	540.0	575.0	605.0	609.0	599.0	-10.0

RESOLUTION NO. 25-xx

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	60	\$145,711	\$181,973
Fire Captain	48	\$108,344	\$135,307
Police Captain	67	\$173,204	\$216,308
Police Lieutenant	61	\$149,354	\$186,522
Police Sergeant	55	\$128,787	\$160,837
Senior Fire Inspector	40	\$88,638	\$111,053

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	9	\$41,359	\$51,652
Administrative Assistant	7	\$39,366	\$49,163
Assistant Engineer	35	\$78,595	\$98,154
Assistant Planner	32	\$72,983	\$91,146
Body Shop Mechanic	25	\$61,398	\$76,678
Building Inspector	29	\$67,772	\$84,638
Building Maintenance Tradeworker I	15	\$47,964	\$59,901
Building Maintenance Tradeworker II	18	\$51,652	\$64,507
Bus Operator	22	\$57,014	\$71,203
Business License Technician	14	\$46,794	\$58,440
Combination Building Inspector	39	\$86,754	\$108,344
Community Case Manager I	21	\$55,624	\$69,467
Community Case Manager II	28	\$66,119	\$82,574
Community Case Manager III	34	\$76,678	\$95,760
Community Outreach Specialist	23	\$58,400	\$72,983

Community Risk Reduction Coordinator	34	\$76,678	\$95,760
Community Services Coordinator	15	\$47,964	\$59,901
Court Liaison	14	\$46,794	\$58,440
Custodian	9	\$41,359	\$51,652
Electrician	29	\$67,772	\$84,638
Engineering Technician	24	\$59,901	\$74,808
Finance Technician	18	\$51,652	\$64,507
Fire Engineer	44	\$98,154	\$122,581
Fire Inspector	23	\$58,440	\$72,983
Firefighter	37	\$82,574	\$103,123
Firefighter/ Paramedic	37	\$82,574	\$103,123
Fleet Service Worker	14	\$46,794	\$58,440
Heavy Equipment Mechanic	30	\$69,467	\$86,754
Human Resources Technician	29	\$67,772	\$84,638
Lead Finance Technician	26	\$62,933	\$78,595
Maintenance Worker	12	\$44,540	\$55,624
Parking Control Officer	14	\$46,794	\$58,440
Payroll Coordinator	26	\$62,933	\$78,595
Payroll Specialist	25	\$61,398	\$76,678
Permit Technician	20	\$54,267	\$67,772
Plumber	29	\$67,772	\$84,638
Police Community Service Officer	18	\$51,652	\$64,507
Police Corporal	48	\$108,344	\$135,307
Police Dispatcher I	24	\$59,901	\$74,808
Police Dispatcher II	29	\$67,772	\$84,638
Police Officer	45	\$100,608	\$125,646
Police Records Technician	12	\$44,540	\$55,624
Property & Evidence Technician I	22	\$57,014	\$71,203
Property & Evidence Technician II	25	\$61,398	\$76,678
Public Information Coordinator	26	\$62,933	\$78,595
Public Safety Radio Technician I	20	\$54,267	\$67,772
Public Safety Radio Technician II	27	\$64,507	\$80,560
Public Safety Radio Technician III	33	\$74,808	\$93,425
Public Works Inspector	30	\$66,467	\$86,754
Records Coordinator	24	\$59,901	\$74,808
Senior Building Inspector	36	\$76,678	\$95,760
Senior Finance Technician	24	\$59,901	\$74,808
Senior Permit Technician	23	\$58,440	\$72,983
Storekeeper	20	\$54,267	\$67,772

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	50	\$113,829	\$142,157
Accounting Supervisor	32	\$72,983	\$91,146
Assistant City Manager	77	\$217,369	\$274,464

Administrative Manager	46	\$103,123	\$128,787
Assistant Director of Finance	58	\$138,690	\$173,204
Assistant Director of Fire	58	\$138,690	\$173,204
Assistant Director of Human Resources	58	\$138,690	\$173,204
Assistant Director of Planning and Community Development	57	\$135,307	\$168,980
Assistant Director of Public Affairs	57	\$135,307	\$168,980
Assistant Director of Public Works	56	\$132,007	\$164,858
Assistant Director of Recreation & Community Services	53	\$122,581	\$153,087
Assistant Director of Transportation	56	\$132,007	\$164,858
Assistant Fire Chief	65	\$164,858	\$205,885
Assistant Police Chief	69	\$178,405	\$222,803
Associate Engineer	42	\$93,425	\$116,675
Building Maintenance Supervisor	32	\$72,983	\$91,146
Building Official	51	\$116,675	\$145,711
City Manager	^	\$275,000	\$275,000
Code Enforcement Manager	40	\$88,923	\$111,053
Construction Manager	50	\$113,829	\$142,157
Crime Prevention Supervisor	36	\$80,560	\$100,608
Deputy Director of Finance	57	\$135,307	\$168,980
Deputy Director of Public Works	54	\$125,646	\$156,915
Deputy Director of Transportation	54	\$125,646	\$156,915
Deputy Director of Economic Development	54	\$125,646	\$156,915
Deputy Fire Chief	61	\$149,354	\$186,522
Director of Finance	71	\$187,463	\$234,082
Director of City Clerk Services	66	\$168,980	\$211,033
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	34	\$76,678	\$95,760
Economic Development Manager	57	\$135,307	\$168,980
Executive Assistant to the City Manager	32	\$72,983	\$91,146
Facility Maintenance Manager	50	\$113,829	\$142,157
Finance Supervisor	34	\$76,678	\$95,760
Finance Manager	50	\$113,829	\$142,157
Fire Chief	74	\$201,848	\$252,081
Fire Marshal	53	\$122,581	\$153,087
Fleet Maintenance Manager	46	\$103,123	\$128,787
Fleet Maintenance Supervisor	35	\$78,595	\$98,154
Fleet Services Manager	44	\$98,154	\$122,581
Fleet Services Supervisor	24	\$59,901	\$74,808
Golf Course Facilities Manager	37	\$82,574	\$103,123
Grants & Project Administrator	38	\$84,638	\$105,702

Housing Manager	50	\$113,829	\$142,157
Human Resources Analyst	36	\$80,560	\$100,608
Human Resources Manager	50	\$113,829	\$142,157
Information Systems Manager	51	\$116,675	\$145,711
Information Systems Supervisor	40	\$91,146	\$113,829
Management Analyst	32	\$72,983	\$91,146
Park Maintenance Supervisor	32	\$72,983	\$91,146
Planner	37	\$82,574	\$103,123
Planning Manager	51	\$116,675	\$145,711
Police Chief	75	\$206,895	\$258,383
Police Records Supervisor	33	\$74,808	\$93,425
Principal Engineer	54	\$125,646	\$156,915
Principal Risk Officer	61	\$149,354	\$186,522
Public Affairs Manager	37	\$82,574	\$103,123
Public Information Officer	34	\$76,678	\$95,760
Public Safety Radio Supervisor	40	\$91,146	\$113,829
Public Works Inspector	30	\$66,467	\$86,754
Public Works Manager	39	\$86,754	\$108,344
Public Works Superintendent	45	\$100,608	\$125,646
Recreation Manager	37	\$82,574	\$103,123
Recreation Supervisor	31	\$71,203	\$88,923
Revenue Supervisor	32	\$72,983	\$91,146
Risk Management Analyst	32	\$72,983	\$91,146
Risk Manager	52	\$119,592	\$149,354
Senior Deputy City Clerk	41	\$91,146	\$113,829
Senior Economic Development Coordinator	36	\$80,560	\$100,608
Senior Human Resources Analyst	43	\$95,760	\$119,592
Senior Management Analyst	38	\$84,638	\$105,702
Senior Planner	43	\$95,760	\$119,592
Senior Procurement Analyst	35	\$78,595	\$98,154
Social Work Supervisor	42	\$93,425	\$116,675
Street Maintenance Supervisor	34	\$76,678	\$95,760
Superintendent/Facility Manager	40	\$88,923	\$111,053
Transit Administration Manager	47	\$105,702	\$132,007
Transit Assistant Manager	38	\$84,638	\$105,702
Transit Operations Manager	49	\$111,053	\$138,690
Transit Planner	38	\$84,638	\$105,702
Transit Supervisor	28	\$66,119	\$82,574
Warehouse Supervisor	28	\$66,119	\$82,574

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

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	28	\$66,119	\$82,574

Code Enforcement Coordinator	12	\$44,540	\$55,624
Code Enforcement Officer	29	\$67,772	\$84,638
Crime Analyst	34	\$76,678	\$95,760
Deputy City Clerk	26	\$62,933	\$78,595
Economic Development Coordinator	28	\$66,119	\$84,638
Field Response Case Coordinator	13	\$45,653	\$57,014
Firefighter/Paramedic Trainee	23	\$58,440	\$72,983
Information Systems Analyst	38	\$84,638	\$105,702
Information Systems Technician	20	\$54,267	\$67,772
Police Trainee	43	\$95,760	\$119,592
Senior Accountant	37	\$82,574	\$103,123
Senior Administrative Assistant	16	\$49,163	\$61,398

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		17.33	25.67
Administrative Secretary		19.48	24.58
Building Maintenance Tradeworker		16.80	21.33
Bus Operator		19.88	21.71
Clerical Assistant		17.33	19.25
Code Enforcement Technician		17.33	17.68
Community Services Aide - SYEP		16.50	16.50
Equipment Service Worker		17.33	20.07
Field Maintenance Worker		17.33	17.57
Finance Technician		24.82	31.00
Fire Engineer		28.80	36.77
Fire Inspector		23.69	30.24
Heavy Duty Fire Equipment Mechanic		47.68	51.56
Human Resources Manager		44.33	53.89
Information Systems Specialist		17.33	19.25
Intern		17.33	19.25
Lifeguard		19.60	25.10
Maintenance Worker		17.33	21.33
Mechanic's Assistant		17.33	18.36
Park Ranger		17.33	20.27
Parking Control Officer		19.66	22.34
Police Cadet		17.33	20.30
Police Community Services Officer		24.82	31.00
Police Dispatcher		27.67	32.81
Police Officer		48.34	60.38
Police Records Technician		21.40	26.72
Police Trainee		19.94	25.26
Police Youth Program Coordinator		18.43	23.57
Pool Manager		22.18	27.69
Property & Evidence Technician		17.49	25.67

Public Works Manager		36.46	44.34
Recreation Leader I		17.33	18.21
Recreation Leader II		18.66	19.60
Recreation Leader III		20.10	21.11
Recreation Leader IV		22.18	24.48
Risk Management Assistant		17.33	22.52
Secretary		17.33	18.80
Senior Lifeguard		22.18	24.48
Senior Project Manager		67.06	81.54
Sports Official		17.33	25.67
Swim Instructor		20.59	25.71
Transportation Revenue Coordinator		17.33	21.23
Transportation Specialist		17.33	25.67

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 22nd day of October, 2025

Salvador Melendez, 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. 25-__ 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 22nd day of October, 2025 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

COMMUNITY CASE MANAGER I/II/III

Class Concept

The Community Case Manager series supports the City of Montebello with field-based outreach efforts targeting individuals and families facing homelessness, mental illness, substance use disorders, and other complex social challenges. This position is responsible for conducting assessments, developing service and housing plans, coordinating care, and linking clients to supportive services. Case Managers work under the direction of the Social Work Supervisor or other department supervisors or managers and collaborate with City departments, first responders, and community partners.

DEFINITION:

Under the direction of the Social Work Supervisor or other department supervisor or manager, the Community Case Manager series performs field-based and office-based case management services to support individuals and families experiencing homelessness, mental illness, substance use disorders, or other complex social and behavioral health needs. Incumbents in this classification are responsible for conducting psychosocial assessments, developing individualized service and housing plans, providing resource navigation and referrals, and coordinating care with multidisciplinary teams, including law enforcement, fire personnel, healthcare providers, and community-based organizations.

Positions in this series are classified into three levels based on experience, scope of responsibility, and independence of action:

Training and Experience: Any combination of training and experience that would likely provide the required knowledge and abilities is qualifying.

COMMUNITY CASE MANAGER I (Entry-Level)

Definition:

The entry-level classification in the series. Incumbents receive close supervision and training to perform routine case management tasks while gaining experience with the City's community response systems.

Minimum Qualifications:

- **Education:** Bachelor's degree in social work, public health, psychology, human services, or related field.
- **Experience:** No experience required; one year of field-based or related case management experience preferred.
- **License:** Valid California Class C driver's license.

- **Desirable:** Bilingual ability and lived experience working with underserved communities.

COMMUNITY CASE MANAGER II (Journey-Level)

Definition:

The journey-level classification is responsible for managing moderate to complex caseloads with minimal supervision. Incumbents may assist with mentoring entry-level staff and coordinating multi-agency case planning.

Minimum Qualifications:

- **Education:** Bachelor's degree in a related field.
 - **Experience:** Two (2) to four (4) years of full-time case management experience with homeless, behavioral health, or high-acuity populations
- **License:** Valid California Class C driver's license.
- **Desirable:** Master's degree in social work or related field.

COMMUNITY CASE MANAGER III (Advanced-Level)

Definition:

The advanced-level classification. Incumbents function with high autonomy, lead multi-agency collaboration efforts, provide case consultation, support grant compliance, and assist in program development.

Minimum Qualifications:

- **Education:** Master's degree in social work, public health, psychology, or a related field.
- **Experience:**
 - Option I: Five (5) or more years of progressively responsible experience in community-based case management, including at least one (1) year of supervisory or lead worker experience.
 - Option II: Two years at the level of Montebello Community Case Manager II.
- **License:** Valid California Class C driver's license.
- **Desirable:** Clinical licensure (LCSW, LMFT) or certification in trauma-informed care.

Example of Duties

Essential Duties:

- Conduct comprehensive psychosocial assessments of clients to determine housing, health, and social service needs.
- Develop and implement individualized case plans with measurable goals and timelines.

- Provide supportive case management services to clients, including service navigation, crisis intervention, and advocacy.
- Refer clients to community-based organizations, mental and physical health providers, housing resources, substance use treatment, and other supportive services.
- Maintain consistent and professional contact with clients through in-person meetings, field-based outreach, and follow-up visits.
- Collaborate with law enforcement, fire personnel, healthcare providers, and social services to coordinate client care.
- Document all services, assessments, referrals, and progress notes in required databases in accordance with federal, state, and local program regulations.
- Monitor client progress, update case plans, and evaluate service effectiveness.
- Participate in case conferences, staff meetings, and interagency coordination efforts.
- Assist clients in removing barriers to housing, including assistance with obtaining identification, benefits, and legal documentation.
- Assist with data entry, data collection, and grant management for related grants.
- Educate clients and their families on available services, resources, and rights.

Minimum Qualifications

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of case management and client-centered care.
- Local and regional resources related to housing, healthcare, mental health, and substance use services.
- Case tracking software or other methods
- Crisis intervention techniques and trauma-informed care.
- Relevant federal, state, and local laws and regulations pertaining to social services and client confidentiality.

Ability to:

- Establish rapport with diverse and vulnerable populations.
- Work effectively in field-based, high-stress environments.
- Coordinate services across multiple systems and providers.
- Exercise sound judgment, empathy, and cultural sensitivity.
- Communicate effectively, both orally and in writing.
- Maintain accurate records and timely documentation.
- Work independently and collaboratively within a team.

SPECIAL REQUIREMENTS

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

- Regular and reliable attendance is an essential function of this classification.
- May be required to work evenings, weekends, or holidays depending on program needs.

CITY OF MONTEBELLO**DEPUTY DIRECTOR OF FINANCE****DEFINITION**

To manage, direct, supervise and coordinate financial management activities within the Finance Department including financial analysis and long-range financial and strategic planning efforts; to assist the Finance Director in the management of Accounting, Accounts Payable, Accounts Receivable, Budget, Cashiering, ERP Financial System Support, Payroll, and Purchasing functions. This position serves as a member of the departmental management team and provides highly responsible and professional staff assistance to the Director.

EXAMPLES OF DUTIES

- Assist in managing the activities and operations of the Finance Department; directs and manages the financial operations of assigned divisions, ensuring alignment with agency and City goals;
- Selects, trains, motivates, and directs assigned personnel; evaluates performance and reviews work for acceptability and conformance with agency and City standards, including program and project priorities; mentors staff for professional development and succession planning; addresses performance issues and administers disciplinary procedures as necessary;
- Develops and implements financial policies; standardizes procedures and internal controls to improve efficiency, service delivery, and Citywide compliance;
- Provide professional and technical advice and assistance to the Director on matters related to division and departmental functions; represent the Department and give presentations at public meetings; respond to requests for information; respond to and meet with property owners, business owners, and the public;
-
- 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.
- Oversees, reviews, and approves purchase orders and/or agreements and contracts; verifies proper account numbers/fund for ordered items; signs and approves purchase orders as authorized; makes recommendations and processes change orders.
- Provides professional and technical support to City staff, vendors, and customers by facilitating the procurement of materials and services; ensures compliance with applicable laws, policies, and ethical standards in all purchasing activities.
-
- Coordinates the organizational, staffing, and operational activities within a decentralized purchasing environment, including the procurement of materials, supplies, and services for the City.
- Leads or supports the Citywide annual operating and capital improvement budget development process; collaborates with agencies on various budgetary scenarios;
- Ensures staff observe and comply with all City and mandated safety rules,

- regulations, and protocols;
- Oversees the preparation of financial reports, including annual budget documents, quarterly budget updates, Annual Comprehensive Financial Report (ACFR) and interim financial statements; provides strategic input on financial reports and complex financial analyses, ensuring compliance with accounting standards.
- Oversees month, fiscal, and calendar year-end accounting system processing and reporting; examines related accounting transactions to ensure accuracy;
- Coordinates annual audits of financial statements and actuarial studies;
- Reviews and/or prepares agenda reports and other necessary correspondence;
- Manages Accounts Receivable, cashiering and treasury functions to include investment of funds, preparation of monthly and quarterly treasury reports and related treasury/cashiering functions'
- May act on behalf of the Finance Director during absences or as delegated;
- Performs other related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Administrative and leadership principles and practices, including goal setting, program development, implementation, evaluation, project management, budgeting, contract management, employee supervision, work planning, evaluation, training, and team coordination.
- Principles and practices of municipal budget development, administration, and financial forecasting methods.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures in municipal finance.
- Accounting, budgeting, debt administration, banking, and financial record keeping and reporting principles and procedures.
- Preparation of financial reports such as the Annual Comprehensive Financial Report (ACFR), Single Audit Report, annual and interim budget reports, and other required financial reports.
- Operational functions and best practices of governmental financial programs, including internal controls, cost allocation, and audit compliance.
- Principles and techniques for working with groups, other City departments and outside agencies and fostering effective team interactions.
- Enterprise Resource Planning (ERP) and other financial management software applications.
- Principles and practices of contract administration and management.
- Principles of supervision, training and performance evaluation;
- Computing, software and modern office practices; and
- Record keeping and reporting procedures.

And

Ability to:

- Organize, direct and implement the programs and services of a comprehensive

finance department;

- Analyze problems; conduct studies, identify alternative solutions, determine cost effectiveness of proposed solutions; project consequences of proposed actions and implement approved recommendations;
- Develop, analyze, interpret and implement financial management systems, procedures and reports;
- Perform detailed cost benefit and cash flow analyses for a variety of prospective projects, purchases, benefit programs, activities and financial situations;
- Interpret and apply City policies, procedures, rules and regulations;
- Supervise, mentor, coach, train and evaluate personnel;
- Operate modern office equipment and software;
- Communicate effectively both verbally and in writing.
- 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.
- Establish, maintain, and foster positive and harmonious 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: Graduation from an accredited four year college or university with major course work in accounting, public administration, finance, or closely related field. Masters in Finance, Accounting, Public Administration or closely related field highly desired.

Work Background: Four years of progressively responsible professional level public sector finance experience, including at least two years in a management, supervisory, or administrative function.

SUPPLEMENTAL INFORMATION

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

PUBLIC SAFETY RADIO TECHNICIAN I/II/III

Position

Under direction, the Public Safety Radio Technician series performs skilled technical work in the installation, maintenance, testing, and repair of the City's public safety communications infrastructure, including two-way radios, microwave systems, mobile data, alarm systems, video surveillance, and other related telecommunications equipment and systems. Work involves system troubleshooting, diagnostics, upgrades, and integration with LAN/WAN and emergency power systems. Technicians support mission-critical public safety operations and may be required to respond to emergency repairs outside of regular work hours.

Public Safety Radio Technician I is the **entry-level** classification in the series. Positions at this level receive close supervision and training while acquiring the skills necessary to perform increasingly complex tasks.

Public Safety Radio Technician II is the **journey-level** class in the series. Incumbents are expected to perform duties more independently and with less supervision, and may assist in mentoring or training Level I staff.

A Public Safety Radio Technician III is an advanced, journey-level position that functions with a high degree of independence and technical knowledge. This level may lead projects, perform system-wide diagnostics, or serve as a subject matter expert on communications infrastructure.

Example of Duties

- Install, maintain, test, and repair two-way radios, digital microwave systems, mobile data systems, network control processors, video monitoring systems, alarms, public address systems, vehicle electrical equipment, and related electronics.
- Perform diagnostics using specialized electronic and computer-based testing equipment.
- Maintain and troubleshoot LAN/WAN communications over microwave, ethernet, and fiber platforms.
- Support and maintain power systems, including generators, UPS systems, and backup batteries.
- Maintain CentraCom II console systems, modems, routers, switches, and hubs.
- Assist in the design and installation of new communication and control systems.
- Fabricate specialty electronic components and devices for public safety operations.

- Maintain accurate records of repairs, inventory, and service history.
- Participate in the City's Disaster Preparedness Program.
- Maintain clean and orderly shop conditions and comply with safety protocols.
- May be required to work evenings, weekends, and on-call emergency assignments.
- Other duties as assigned.

Minimum Qualifications

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

Public Safety Radio Technician I (*Entry Level*)

Education:

Graduation from a two-year certificate program from an accredited college, trade school, or military technical school in electronics, telecommunications, or a related field.

Experience:

No prior experience required. Up to one (1) year of related technical experience preferred.

Licenses/Certificates:

- Valid California driver's license.

Public Safety Radio Technician II (*Journey Level*)

Education:

Graduation from a two-year certificate program from an accredited college, trade school, or military technical school in electronics, telecommunications, or a related field.

Experience:

Two (2) to four (4) years of increasingly responsible experience in the installation, maintenance, and repair of two-way radio, telecommunication, and related electronic equipment.

Licenses/Certificates:

- Valid California driver's license.
- FCC General Class License and APCO/NABER Technician Certificate not required but desirable.

Public Safety Radio Technician III (*Advanced Journey Level*)

Education:

Graduation from a two-year certificate program from an accredited college, trade school, or military technical school in electronics, telecommunications, or a related field.

Experience:

Option I: Five (5) or more years of full-time experience performing skilled work in the installation, maintenance, and repair of two-way radio, telecommunications, and electronic equipment, preferably in a public safety or government setting.

Option II: Two years at the level of Montebello Public Safety Radio Technician II.

Licenses/Certificates:

- Valid California driver's license.
- Desirable: FCC General Class License.
- Desirable: APCO or NABER Technician Certificate.
- Desirable: Motorola-In-Resident Certificate or National Training School Amateur License.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles and practices of analog and digital electronics, radio frequency systems, microwave and data communication systems.
- Networking basics including LAN/WAN configuration over microwave, ethernet, and fiber.
- Tools and diagnostic instruments for electronic maintenance and testing.
- Electrical safety standards and regulatory compliance.
- Schematics, circuit diagrams, and technical documentation.
- Vehicle electrical and communications systems.

Ability to:

- Install, troubleshoot, and repair complex electronic and radio communication systems.
- Operate specialized testing and diagnostic equipment.
- Program and configure communication equipment using DOS/Windows-based software.
- Read and interpret technical diagrams and manuals.
- Communicate effectively, both verbally and in writing.
- Maintain detailed records and documentation.
- Work independently and collaboratively under varying conditions.

- Establish and maintain effective working relationships with staff and public safety personnel.



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
John Soria, Director

**SUBJECT: AMEND THE FISCAL YEAR 2025-26 TRANSIT CAPITAL
IMPROVEMENT PROGRAM FOR VARIOUS PROJECTS**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Amend the Transportation Department (Transit) Capital Improvement Program (CIP) budget for Fiscal Year 2025-26, for a total amount of \$14,181,843 in the accounts and amounts as listed on Attachments A and B; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Transit's Capital Improvement Program (CIP) (Attachments A and B) is funded by federal, state, and local funding sources. Appropriating these funds allows previously and newly approved CIP projects to use project funding remaining from Fiscal Year 2024-25 (i.e., carryover amounts). The budget will be amended in the amounts listed on Attachments A and B in the "FY 2024-25 Carry Over Budget" column.

Projects listed in Attachment B reflect ongoing/in-progress projects with purchase orders carried over to FY 2025-26. Revenues associated with these projects will also be carried over to FY 2025-26. Amending the revenue budget allows for accurate tracking of grant funds reimbursement.

Lastly, major phases of the CIP will be implemented across multiple fiscal years with some projects currently in the initial stages. Therefore, the FY 2025-26 Transit CIP budget will need to be amended to include a total amount of \$14,181,843 in

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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appropriations, which is the total carryover amount from the adopted FY 2024-25 CIP budget.

BACKGROUND/DISCUSSION:

The City's annual budget development process includes the City Council adopting an annual CIP budget encompassing projects across all departments and functional areas. Transit has identified \$14,181,843 in grant funded projects that require expenditure and revenue appropriations in FY 2025-26 -- carryover amounts that are needed to complete various projects. Transit's CIP is funded by various revenue sources: Metro Local Return, California Department of Transportation (LCTOP), Measure R, Federal Transit Administration (FTA), and SB1 (State of Good Repairs Program).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council amend Transit's CIP budget for FY 2025-26, for a total amount of \$14,181,843 in carryover funds; authorize staff to amend the adopted FY 2025-26 budget to include appropriations in the various Transit CIP accounts (Attachment A); approve the revenues associated with purchase orders carried over from FY 2024-25 to FY 2025-26 (Attachment B); and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – FY 2025-26 Transit CIP budget
2. Attachment B – FY 2024-25 PO's carried over to FY 2025-26

City of Montebello
Transit Capital Program, Fiscal Year 2025-2026
October 22, 2025

Item #	Project Name	Description	GL org set	Object Code (Expenses)	Object Code (Revenue)	Project #	FY 2024-2025 Carry Over Budget	Project Total
1	Farebox System	Universal Fare	270-9061-2017-083	6040.10	4019	600.35.20	1,889,467	
								\$ 1,889,467
2	Facility Surveillance & IT Upgrades	Facility Surveillance and IT Upgrades	202-922-2019	6040.95	4021.20	600.2026.01	463,963	
								\$ 463,963
3	Clean Fuel Measure R Capital Associated Capital Maintenance (ACM)	Bus components: transmissions, engines, axles, etc. fro clean fuel vehicles.	270-9045-2022-050	6080.50	4020.35	Not Assigned	35,303	
			270-9045-2024-050	6080.50	4020.35	Not Assigned	157,517	
			270-9045-2026-050	6080.50	4020.35	Not Assigned	148,947	
								\$ 341,767
4	Bus Security Equipment	Security equipment on board MBL buses: Warranty, Maintenance, and Technical Support of Surveillance System on Bus Fleet	202-922-2021	6040.95	N/A	600.600.01	216,314	
								\$ 216,314
5	Citywide Bus Stop Amenity	Replace and redesign all bus stops with City's new logo amenities	270-9060-2013-063	6040.10	4019	600.82.10	956,015	
								\$ 956,015
6	Preventive Maintenance (PM)	Preventative Maintenance that prolongs the lifespan of transit assets	202-922-2024	6080.50	4021.20	Not Assigned	859,860	
								\$ 859,860
7	PM (Admin Bldg Maintenance & Equipment)	Building Maintenance and Equipment	202-921-2018	6040.60	4021.10	Not Assigned	172,403	
								\$ 172,403
8	Asset Management System Software	Replace and upgrade the Asset Management System Software to assist in maintenance and warehouse. (funded by 80% FTA+ 20% match from SB1 STA FY23/24)	202-922-2024	6010.40	N/A	600.2025.06	365,631	
								\$ 365,631
9	Purchase of Fuel Cell Electric Battery (FCEB) Buses	Purchase of Fuel Cell Electric Battery (FCEB) Buses funded by STA capital reserve	270-9026	6082	N/A	600.2024.04	74,653	
								\$ 74,653

City of Montebello
Transit Capital Program, Fiscal Year 2025-2026
October 22, 2025

Item #	Project Name	Description	GL org set	Object Code (Expenses)	Object Code (Revenue)	Project #	FY 2024-2025 Carry Over Budget	Project Total
10	Mobile Hydrogen Fuel Cell Fueling Station for FCEB Buses	To install a mobile hydrogen fuel station to provide fuel for Hydrogen Fuel Cell Electric Battery (FCEB) buses. (FTA 80%+TDC 20%)	270-9066-2024-198	6040.95	4019	Not Assigned	4,511,000	
								\$ 4,511,000
11	Bus Surveillance System Project	Bus Surveillance System project FTA funding will cover the warranty and maintenance of the project with RL Controls. -(FTA 80%+TDC 20%)	270-9063-2018-005	6040.95	4019.00	600.600.01	251,021	
								\$ 251,021
12	Hydrogen Fuel Cell Electric Battery (FCEB) Buses	Purchase of Hydrogen Fuel Cell Electric Battery (FCEB) Buses	202-922-2025	6082	4021.20	Not Assigned	1,763,135	
								\$ 1,763,135
13	Replacement of up to four(4) 40ft CNG Buses.	Local match for replacement of up to four(4) 40ft CNG buses. (Local Match)	202-921-2026	6082	4021.10	Not Assigned	639,784	
								\$ 639,784
14	Purchase of CNG Buses	Purchase of CNG Buses	202-922-2026	6082	4021.20	Not Assigned	1,676,830	
								\$ 1,676,830
Totals							\$ 14,181,843	\$ 14,181,843

City of Montebello
Transit Capital Program, Fiscal Year 2025-2026
October 22, 2025

Item #	Project Name	Description	GL org set	Object Code (Expenses)	Object Code (Revenue)	Project #	FY 2024-2025 Carry Over Budget	Project Total
1	Bus Security Equipment	Security equipment on board MBL buses: Warranty, Maintenance, and Technical Support of Surveillance System on Bus Fleet	202-922-2021	N/A	4021.20	600.600.01	346,320	
								\$ 346,320
2	Asset Management System Software (funded by 80% FTA+ 20% match from SB1 STA FY23/24)	Replace and upgrade the Asset Management System Software to assist in maintenance and warehouse	202-922-2024	N/A	4021.20		388,768	
			270-9066-2024-198	N/A	4019	600.2025.06	92,544	
								\$ 481,312
3	Purchase of Three (3) Fuel Cell Electric Battery (FCEB) Buses	Purchase of Fuel Cell Electric Battery (FCEB) Buses funded by STA capital reserve, FTA & SB1 STA 22/23	270-9026	N/A	4020.15		334,347	
			270-9065-2023-202	N/A	4019	600.2024.04	3,597,375	
			202-922-2023	N/A	4021.20		979,191	
								\$ 4,910,913
4	Tire Lease	Goodyear tire lease program for bus fleet	270-9064-2022-200	N/A	4019	600.2025.02	11,457	
								\$ 11,457
5	Heavy-Duty Support Vehicle (80%FTA+20%TDC)	ONE Heavy-Duty Support Vehicle - Ford F-750 CNG (FTA+TDC)	270-9061-2017-008	N/A	4019		140,000	
						600.2024.06		
								\$ 140,000
6	Nine (9) Non - Revenue relief replacement vehicles and amenities. (FTA 80%+TDC 20%)	The purchase of 9 vehicles (sedans) with modern safety technological features such as lane-keep assist and blind-spot monitoring.	270-9066-2024-198	N/A	4019	600.2025.09	250,834	
								\$ 250,834
Totals							\$ 6,140,836	\$ 6,140,836



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 of Public Works

SUBJECT: AMEND THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET TO APPROPRIATE CARRYOVER FUNDS FOR VARIOUS PROJECTS

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations in the various accounts and amounts as detailed on Attachment A, Capital Improvement Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City Council annually adopts an operating and capital budget, providing appropriations for day to day operations as well as larger, multi-year projects such as street paving and rehabilitation, concrete repair, intersection improvements, and other related projects. Over the past five years, Staff has improved the manner in which the City's Capital Improvement Program (CIP) budget is managed.

Each year, estimated budgets are presented for the various CIP projects, many of which are either multi-year or span across fiscal years. Depending on the scope, nature and type of CIP project, not all appropriations are spent or encumbered in one fiscal year -- as opposed to operating expenses which are spent in a single fiscal year.

Previously, Staff would struggle with having accurate CIP budgets due to the lack of a comprehensive "carryover" process. That is, prior to Fiscal Year 2022-23, there was not a mechanism whereby committed, but not yet encumbered or expended,

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 3

appropriations would be re-budgeted in a subsequent fiscal year. This carry-over process is a standard operation in other municipalities, and naturally occurs after the close of the prior fiscal year. Essentially, each project's budget from the prior year along with expenditures and encumbrances through June 30 are analyzed to determine if the remaining un-committed budget amount is still needed in the new fiscal year. This carryover process ensures adequate budget is available in the current fiscal year to complete the specific project. In addition, the carryover process ensures "double-budgeting" does not occur, which had happened in prior budgets due to the fact that a carryover process did not exist and staff did not have a clear picture of what previously budgeted funds needed to be re- appropriated.

This is now the fourth year where a formal carryover process is being conducted for in-progress CIP projects. Finance and Public Works staff worked together to develop a carry-over list for FY 2025-26 (Attachment A). Each of the projects listed are continuing into FY 2025-26, some have already begun and others may begin in the current fiscal year. Regardless of their current status, Public Works staff has determined that the "Budget Need to Amend" amount listed on Attachment A must be appropriated in order to continue progress on each project listed.

The proposed CIP carryovers (Attachment A) utilize available and existing funding from Federal Funds (Highway Safety Improvement Program), Local Return Funds (i.e., Proposition C, Measure R, etc.), "Paving the Way" bond proceeds, and other funding from the State and County of Los Angeles. Appropriating these funds will allow previously approved CIP projects to have funds available in FY 2025-26. The "Budget Need to Amend" column on Attachment A represents the appropriations needed for each project. In total, across the various funding sources, the budget increase will be \$18,925,820 spread over nine (9) different projects.

BACKGROUND/DISCUSSION:

A part of the annual budget development process is for the City Council to adopt an annual CIP budget encompassing projects across all departments and functional areas. On June 25, 2025, the City Council adopted the operating and CIP budgets for FY 2025-26 (Attachment B). The adopted CIP budget only included funding for new projects in FY 2025-26 (i.e., those projects not appropriated in previous budgets) or additional funding for existing projects where the amount was known as of June 2025. The FY 2025-26 CIP budget did not include appropriations of uncommitted funds. The projects and funding sources summarized in Attachment A represent those projects requiring a budget amendment in order for the projects to continue through to completion.

Public Works and Finance continue to work together to improve the budget process for CIPs, ensuring committed -- but not spent or encumbered -- budgets are carried over as part of the year-end close process to avoid any lapsing in funds. The carryover amounts are an imperative part of the committed project budgets and assist with accurately determining the fund balance of each funding source. The recommended action will ensure the appropriations are accurately budgeted for the listed CIP projects, and will help avoid requesting unprogrammed funds to be utilized for existing project expenses.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve amending the adopted Fiscal Year 2025-26 Capital Improvement Program (CIP) budget by increasing appropriations in the various accounts and amounts as listed in Attachment A, for a total of \$18,925,820.

ATTACHMENT(S)

1. Attachment A - CIP Budget Carryover Amounts FY 2025-26
2. Attachment B - CIP Project Description - Summary

CITY OF MONTEBELLO
CAPITAL PROJECTS EXPENDITURES BUDGET BY FUNDING SOURCE
FISCAL YEAR 2025-2026

CP#	PROJECT #	PROJECT NAME	GL ACCOUNT #	FUNDING SOURCES	Current Fiscal Year Budget	BUDGET TO AMEND
CP 875	100.433.10	Montebello Paving the Way, Measure R	220-99-7117	Measure R (Bond)	-	1,385,702.54
CP 875	100.433.20	Montebello Paving the Way, Measure M	222-99-7117	MEASURE M (Bond)	-	1,724,688.11
CP 875	100.433.30	Montebello Paving the Way, Prop C	215-99-7117	PROP C (Bond)	3,909,759.00	10,881,489.36
	No Project	Task 6.1 - Traffic Signal Whittier Blvd. & 6th St., General Fund	100-30-310-7116	GENERAL FUND (CESAR CHAVEZ)	-	300,000.00
	No Project	Task 6.1 - Traffic Signal Whittier Blvd. & 6th St., General Fund	100-99-3660	GENERAL FUND (CESAR CHAVEZ)	-	300,000.00
CP 884	100.884.20	Bluff Rd. between Washington Blvd and Mines Ave, AT&SF railroad	254-30-300-6040.10	GRANTS	-	935,000.00
	No Project	Rio Hondo Grants Revenue	254-99-4198.27	GRANTS	-	935,000.00
CP 933	No Project	LED Sign City Hall	100-70-700-6040.60	GENERAL FUND	-	100,000.00
	No Project	Energy Efficiency Conservation	265-30-332-6082	GRANTS	-	121,520.00
	No Project	Energy Efficiency Conservation, Revenue	265-99-4198.32	GRANTS	-	121,520.00
	No Project	Sustainable Transportation Planning, Revenue	253-99-4198.17	GRANTS	-	442,650.00
	No Project	Sustainable Transportation Planning	253-8580-593-6040.95	GRANTS	-	442,650.00
	No Project	Measure A - LA County Homeless, Revenue	261-99-4198.28	GRANTS	-	617,800.00
	No Project	Measure A - LA County Homeless	261-85-867-6040.10	GRANTS	-	617,800.00
TOTAL					3,909,759.00	18,925,820.01



City of Montebello
Capital Improvement Program (CIP)
Funding Source Summary
FY 2025-26 Budget

Fund Description	Fund Number	New Appropriations	Carryover Appropriations*	M&O Expenditures**	Total Funding:
Gas Tax	200	750,000	185,000	1,622,000	2,557,000
Proposition A	210	3,075,000		760,000	3,835,000
Proposition C	215	784,200		1,429,600	2,213,800
Measure M	222	725,000		1,597,700	2,322,700
Measure R	220	525,000		1,282,300	1,807,300
Measure W	229	336,200	180,100	543,702	1,060,002
SB1/RMRA	201	1,900,000			1,900,000
Measure A (Parks)	221	160,000			160,000
TDA-3	223	-			-
Sewer Infrastructure	263	2,100,000			2,100,000
CDBG	255	779,400			779,400
HSIPL	Grant (265)				-
SSARP	Grant (265)				-
SCAG Active Transp	Grant (265)		362,500		362,500
State Parks Dept	2xx	935,000			935,000
Prop C - Paving the Way	215	675,000	4,019,100		4,694,100
Meas M - Paving the Way	222	1,000,000			1,000,000
Meas R - Paving the Way	220	1,600,000			1,600,000
Transit	600	3,207,300			3,207,300
General Fund	100	900,000			900,000
		19,452,100	4,746,700	7,235,302	31,434,102

**These amounts are estimates; actual amounts will not be known until after June 30, 2025. 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, debt service, salaries and other related expenses.*

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City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2025-26 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Gas Tax (Fund 200)				
	Rio Hondo Coastal Spreading Grounds Fence	884	300,000	
	Bluff Road Slope Stabilization	901	185,000	C
	MAT Cycle 1 Project	934	200,000	
	Wilcox Ave Traffic Striping	942	250,000	
	Signs, Hardware, Asphalt		250,000	
	Traffic Signal Street Signs		200,000	
	Yunex Contract (Signal Maintenance)		320,000*	
	Citywide restriping		300,000	
	Administrative Expenses (Salaries)		25,000	
	Slauson Avenue TSSP		27,000	
	On-Call Engineering Services		500,000	
			2,557,000	
Proposition A (Fund 210)				
	Whittier Blvd/6th Street Traffic Signal	926	700,000	
	ADA Enhancements	939	375,000	
	First Mile-Last Mile Traffic Signal Improvements	943	2,000,000	
	SGVCOG/Gateway COG Dues		60,000	
	Administrative Expenses (Salaries)		200,000	
	On-Call Engineering Services		500,000	
			3,835,000	
Proposition C (Fund 215)				
	Plaza Drive Pavement Rehabilitation	917	784,200	C
	Beverly Blvd - Paving the Way	887	300,000	
	Montebello Blvd - Paving the Way	888	4,019,100	C
	ADA Enhancements - Paving the Way	939	375,000	
	Nationwide Street Sweeping		375,000	
	Paving the Way Debt Service		704,600	
	Administrative Expenses (Salaries)		100,000	
	On-Call Engineering Services		250,000	
			6,907,900	
Measure M (Fund 222)				
	ADA Enhancements	939	375,000	
	SB1 Annual Street Improvements	945	350,000	
	Sidewalk Improvements	941	1,000,000	
	Grade Separation Project - Sidewalk		200,000	
	Alston Street Pavement Restoration		50,000	
	Paving the Way Debt Service		597,700	
	Administrative Expenses (Salaries)		250,000	
	On-Call Engineering Services		500,000	
			3,322,700	

* = True budget approved of \$360,000



City of Montebello
Capital Improvement Program (CIP)
Project Listing by Fund, Appropriations Overview
FY 2025-26 Budget

Fund/Funding Source	Project Description	Project #	Amount	Carryover?*
Measure R (Fund 220)				
	Concourse Roundabout/Striping Enhancements	937	150,000	
	ADA Enhancements	939	375,000	
	SB1 Street Construction - Paving the Way		1,600,000	
	Paving the Way Debt Service		532,300	
	Administrative Expenses (Salaries)		250,000	
	On-Call Engineering Services		500,000	
			3,407,300	
Meausre W (Fund 229)				
	Citywide Catch Basin Installation	931	516,300	C
	East LA Median Stormwater Project		288,700	
	Stormwater/Urban Runoff Monitoring		200,000	
	Water Quality Programs		55,000	
			1,060,000	
Road Maintenance and Rehabilitation Account (RMRA/SB1) (Fund 201)				
	SB1 Street Construction	938	1,900,000	
			1,900,000	
Measure A - Parks (Fund 221)				
	Holifield Community Gardene	945	160,000	
			160,000	
CDBG (Fund 255)				
	Fire Station #56 Renovation	923	779,400	
			779,400	
Sewer Infrastructure (Fund 263)				
	Sewer Infrastructure Repair		2,100,000	
			2,100,000	
SCAG Active Transportation (Fund 265, Grant)				
	Active Transportation and Safety	930	362,500	C
			362,500	
State of California Department of Parks (Fund 254)				
	Rio Hondo Coastal Spreading Grounds (Bluff Rd)	884	935,000	
			935,000	
Transit (Fund 600)				
	Rio Hondo Access Improvement	924-2	400,000	
	Sr. Center Basement Remodel	925	807,300	C
	Transit Remodel-Renovation	932	2,000,000	
			3,207,300	
General Fund (Fund 100) - NOT APPROPRIATED/FUNDED				
	Whitier Blvd/6th Street Traffic Signal	926	300,000	
	LED Sign (City Hall)	933	100,000	
	Lincoln Avenue Fire Hydrant Upgrades	940	500,000	
			900,000	
TOTAL FY 2025-26 CIP BUDGET (New and Carryover)			31,434,100	

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



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 of Public Works

**SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4419 TO
TREE PEOPLE TO PRODUCE AN URBAN FORESTRY MANAGEMENT
PLAN**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4419 to TreePeople, Inc. to produce an Urban Forest Management Plan, in the amount of \$597,500 payable from Cal Fire grant funds in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts); and
2. Authorize the City Manager to execute the professional services agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 13, 2025, the City Council adopted Resolution No. 25-11 accepting the State Department of Forestry and Fire Protection (Cal Fire) Urban Forest Management Plan (UFMP) Agreement No. 8FG23407 in the amount of \$777,500. Authorization was given to amend the Fiscal Year 2025-26 budget to include the appropriations of \$777,500 in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts). Part of this grant includes the City's commitment to in-kind volunteer hours from community members and volunteers at a rate of \$37.32/hour for 1,600 volunteer hours, totaling \$59,712 of in-kind support.

Based on the adopted resolution and the executed Agreement No. 8FG23407, staff recommend awarding the Professional Services Agreement No. 4419 to TreePeople for the amount of \$597,500 (Attachment A).

BACKGROUND/DISCUSSION:

Staff requested authorization to submit an urban forestry funding application under the California Department of Forestry and Fire Protection's Urban Forestry Program (CalFire). The Urban Forestry Act's (PRC 4799.06-4799.12) Urban and Community Forestry Program (UCF) works to expand and improve the management of trees and related landscapes in communities throughout California. The mission of CalFire is to lead the effort to advance the development of sustainable urban and community forests in California.

On September 4, 2025, staff released Request for Proposals No. 26-02 (RFP No. 26-02) (Attachment B) Urban Forest Management Plan on PlanetBids. Staff received questions on or before September 16, 2025, in which staff were able to respond to the questions on or before September 18, 2025. The City received three proposals on or before 11:00 am on September 25, 2025 from the following firms: Davey Resource Group, TreePeople and West Coast Arborists (Attachments B, C, D).

An urban forest management plan, based on recent tree inventory data and analysis of available staff, equipment, and budget resources, is an essential tool for protecting this valuable resource. An urban forest management plan is an action plan; it gives public works agencies detailed information, recommendations, and resources needed to effectively and proactively manage public trees. The development and implementation of an urban forest management plan offers numerous benefits, including improved air and water quality, reduced energy consumption, enhanced aesthetics, and increased property values, while also promoting biodiversity and providing habitat for wildlife.

A second related request for proposals seeks to inventory the urban forest utilizing Geographical Information System (GIS) capabilities, which ultimately supply information on plant quantities, location, condition and size and maintenance requirements. Based on this information, sustainable management plans and accurate budgets can be developed for the care of the urban forest.

The Director of Public Works reviewed the proposals and rated them according to the evaluation criteria set forth in RFP 26-02, which included relevant experience, quality of references, cost, amongst other factors. TreePeople submitted a comprehensive proposal to draft, oversee and manage the CalFire grant. The grant's conditions of approval required a collaborative network with a non-profit organization, of which TreePeople qualifies. TreePeople focuses on planting and caring for trees to create a more climate-resilient environment, reducing energy costs and enhancing air quality. They unite communities to promote greening efforts, which can lead to healthier urban environments and improved public health. They offer tools and education to train the next generation of environmental leaders, fostering a culture of environmental stewardship. TreePeople's personnel and ties to local and regional non-profit environmentally focused volunteer groups best serve this community's needs. Sustainability is integral to the successful implementation and TreePeople implements nature-based solutions to address climate change, such as restoring ecosystems and providing shade trees. TreePeople is committed to environmental sustainability and community engagement.

For the above-mentioned reasons, the recommendation is to award TreePeople the professional services agreement to draft, manage and oversee the Urban Forestry Management Grant along with all applicable CalFire contract agreement obligations.

LEGAL

Project performance period per executed Grant Agreement No. 8FG23407 (Agreement) is from date (3/26/2025) of latter signature by CAL FIRE Deputy Director through March 31, 2028. If STATE funding for any fiscal year is reduced or deleted for purposes of this Agreement, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council award Professional Services Agreement No. 4419 (Attachment A) to TreePeople, Inc. in the amount of \$597,500, funded by Cal Fire grant funds (Account No. 249-30-320-6040.10, Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts). Additionally, staff recommend that the City Council authorize the City Manager to execute Professional Services Agreement No. 4419.

ATTACHMENT(S)

1. Attachment A - TreePeople Professional Services Agreement No. 4419
2. Attachment B - TreePeople response to RFP 26-02 Montebello UFMP
3. Attachment C - Davey Resource Group response to RFP 26-02 Montebello UFMP
4. Attachment D - West Coast Arborist response to RFP 26-02 Montebello UFMP

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4419
TO DRAFT, MANAGE, AND OVERSEE THE URBAN FORESTRY
MANAGEMENT GRANT AWARDED TO THE CITY FROM THE STATE
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
(RFP No. 26-02)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 22, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and TREEPEOPLE, 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 to manage and oversee the urban forestry management grant; 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; and

WHEREAS, the CONSULTANT represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated September 25, 2024 ("RFP No. 26-02") as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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 comprised of Sections 1 through 25, and its various Exhibits
- b. RFP No. 26-02, attached hereto as **Exhibit "A"**
- c. Consultant's Response to RFP No. 26-02, attached hereto as **Exhibit "B"**

B. These documents shall be collectively referred to herein as the

“Contract Documents.” In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-02 and Consultant’s Proposal, attached hereto as **Exhibit “A and B”** and incorporated fully herein by this reference (hereinafter “Professional Services”).

B. The CONSULTANT shall complete the Professional Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated in the amount not-to-exceed **Five Hundred Ninety-Seven Thousand and Five Hundred Dollars (\$597,500)** (the “Compensation”) for the performance of the Professional Services as set forth in **Exhibit “A”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Professional Services set forth herein. Payment in full of an invoice must be received by the CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. On-Call Services. The CONSULTANT understands and acknowledges that this is an “on-call” agreement, execution of which does not guarantee that the CITY will issue a Notice to Proceed (“NTP”). No work shall commence by the CONSULTANT without a written NTP issued by authorized CITY personnel.

SECTION 3. TERM.

This Agreement shall commence on **October 22, 2025**, and shall terminate on **March 31, 2028** (“Date of Completion”); unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

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. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

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.

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the 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 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 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: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocal.gov

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 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 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.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: Treepeople, Inc.
Daniel Berger, Executive Director
12601 Mulholland Drive
Beverly Hills, CA 90210
818-753-4600
grants@treepeople.org

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. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.
- d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

- a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall,

on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

TREEPEOPLE, INC.

Raul Alvarez, City Manager

Daniel Berger,
Executive Director

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 26-02
- Exhibit B – Consultant's Proposal to RFP No. 26-02
- Exhibit C –Appendix A

Exhibit “A”

RFP No. 26-02

Exhibit “B”

CONSULTANT’S Response to RFP No. 26-02

Exhibit “C”

APPENDIX A

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

[End of Exhibits]



RESPONSE FILE: LETTER OF INTEREST

September 25, 2025

City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Re: RFP No. 26 – 02, Urban Forest Management Plan

Dear Ms. Ramos,

TreePeople is thrilled to apply to the request for proposals to the **City of Montebello – Public Works Department’s RFP No. 26 – 02, for the Urban Forest Management Plan**. As a current 2024 CAL FIRE grantee for Urban Forestry Management Plans in the region under the Urban and Community Forestry Inflation Reduction Act program, TreePeople is significantly well-equipped to carry out the depth and breadth of important services to be provided as a part of this opportunity.

With this proposal, TreePeople seeks to build on our years of experience in community groundwork, trust building, and collaboration, to advance the implementation and development of urban forestry management efforts, building greater climate resilience across Greater Los Angeles County cities overall. By providing urban forestry management plan services, TreePeople commits to the scope of work to be accomplished in the RFP, including the following:

- Survey result synthesis on resident perceptions and priorities for the urban forest;
- Community engagement and education events for urban conservation;
- Completion and adoption of the City’s first formal Urban Forest Management Plan;
- Installation and tree care for 500 public shade trees, with climate-ready training information, and data transfer from TreePeople to City staff;
- Distribution of 250 no-cost take-home trees for residents, including tree care commitment agreements, with planting and tree care advisement provided.

In addition to myself, David Pineda, Senior Director of Strategy & Impact (626-617-5471 or dpineda@treepeople.org) is authorized to represent TreePeople, as related to the provision of services. We appreciate your consideration and look forward to the opportunity to serve the City.

Sincerely,

Daniel Berger, TreePeople Executive Director
12601 Mulholland Drive
Beverly Hills, CA 90210
818.753.4600 or grants@treepeople.org



CITY OF MONTEBELLO
City of Montebello – Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640
Request for Proposals: RFP No. 26 – 02
Urban Forest Management Plan



TreePeople

Proposal Presented by: TreePeople
Daniel Berger, Executive Director
12601 Mulholland Drive
Beverly Hills, CA 90210
818.753.4600
Thursday, September 25, 2025

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Appendix A - Proposal Content

I. Project Understanding and Approach

A. General Approach to Project Success

Benefitting people and nature at the same time, nature based solutions are key to climate resilience for Southern California cities such as Montebello. These strategies are known to be



as effective as human engineered environmental interventions, yet typically less costly, more sustainable over the long term for ecosystems, and more equitable to localized populations. In order to achieve to our evidence-based goals from the City of Montebello's existing tree canopy prioritization report, as well as include diverse resident voices and community-driven priorities in transforming a localized response to climate change, TreePeople

proposes the following strategic approach, based on project objectives:

1. ***Developing a robust understanding of the state of the city's urban forest:***
TreePeople will conduct a thorough urban forestry assessment that includes canopy cover locations and percentages, existing physical tree inventory, community input, and recently-completed ground truthing reports. The tree inventory and canopy assessment will be instrumental in producing recommendations for an Urban Forest Management Plan (UFMP) to improve the immediate and long-term management of the City's urban forest. Additionally, the tree inventory and canopy assessment will support the community engagement and feedback component of this project, by deeply embedding local voices in this project from the start. Assessments will be summarized to support further community education and engagement processes that will contribute to refining the UFMP recommendations, and eventually implementing the plan at a neighborhood level.
2. ***Providing the City with a comprehensive, functional UFMP:*** TreePeople will produce these products in order to help the City develop and adopt its first formal UFMP. This plan will be a guiding document to ensure that the benefits of a healthy urban forest grow in a sustainable way through changing climate conditions, and are made available equitably to the entire community. A main goal of the UFMP will be to improve citywide canopy cover for the long term, in order to combat extreme heat, provide stormwater and air pollution mitigation, and improve beautification for recreation and public health. In this process, related City policies that connect to urban forestry planning will be reviewed, to guarantee seamless adoption into current maintenance schedules, and continuity of urban forest management procedures into the future.
3. ***Planting and distributing 750 trees in the community:*** After the UFMP is completed and officially adopted, implementation of UFMP recommendations for community tree planting will begin. Tree planting locations, species, and connectivity corridors will be guided by the data collection and community feedback collected in the completed UFMP. Planting implementation will also be guided through a volunteer-led, community-based approach. Tree distribution locations, logistics and tree varieties will be designed to maximize resident participation and education.
4. ***Supporting a community education and engagement process:*** Throughout the UFMP and tree planting processes, TreePeople will educate the community on project

activities, tree care, and urban forest management. We will work with schools, community groups, and local businesses to involve and engage community stakeholders. We will host a series of educational workshops, local meetings, and volunteer public tree planting events – both to inform and build excitement for conservation activities connecting people to their urban forest. Education elements on project progress, green jobs, and local opportunities to get involved with urban greening will also be guided by the community engagement process.

In these objectives, the involvement of project partner TreePeople will be critical to accomplishing shared project activities. Born from the roots of youth civic activism over 50



years ago, TreePeople has engaged more than 3 million volunteers of all ages in planting and caring for more than 3 million trees across the Greater Los Angeles region. TreePeople is well-positioned to deliver climate resiliency resources to communities, based on five decades of developed partnership networks, capacity in cross-sector programming, and demonstrated project success. Across Los Angeles area and Inland Empire cities,

TreePeople is currently implementing a number of community initiatives with a similar approach and scale to those proposed in this project, utilizing ISA-certified, dedicated full time staff teams.

B. Methodologies and Technologies

In 2022, the Gateway Cities Council of Governments (COG), TreePeople, and the Loyola Marymount University Center for Urban Resilience collaborated to conduct evidence-based tree canopy prioritization for the City of Montebello. This research process utilized high-resolution LiDAR tree canopy data as foundational information with which to then engage the



public in identifying local perceptions and priorities around trees, as well as specific needs for greening in the city. Analysis of tree canopy data showed that the City of Montebello has only a 13% existing tree canopy cover – among the lowest canopy rates in all of LA County, averaging a 25% canopy overall, with wealthier LA neighborhoods enjoying a canopy rate as high as 35%. These

analyses also found that Montebello has significant, accessible place-based opportunities to increase its future tree canopy, with 48% of City open space areas found to be appropriate for possible tree canopy expansion. Based on the opportunities in City of Montebello's tree canopy prioritization report, as well as growing environmental action in the City, and a responsible consideration of City resources, this project will include the following climate resiliency goals, for a successful Urban Forest Management Plan:

- 1. Understanding the current state of the City's urban forest:** *Identification of evidence-based, site-dependent strategies to reduce heat, lower landscape water use, mitigate pollution, capture and filter stormwater, protect urban wildlife, and connect people to greenspace.*
- 2. Protecting and preserving the City's existing urban forest:** *Solidify a formal UFMP through community collaboration at the interagency and resident-level, promoting equitable inclusion at all stages, for urban climate resiliency creating sustainable, long-term impact.*

3. **Strategically expanding the City's tree canopy:** *Begin implementation of the UFMP through wide-scale, community-driven urban greening projects in the City, prioritizing the needs of historically disadvantaged neighborhoods and populations.*
4. **Engaging the community to connect with its urban forest:** *Create meaningful stewardship impact for residents, building connections to nature through direct involvement in localized, volunteer-driven conservation action, adapted to resident's own priorities.*

C. Key Milestones and Processes

This project will begin with robust assessments of existing green infrastructure, as well as community-driven feedback on urban forest health. Assessments will include review of an inventory for all trees managed by the City, as well as a LiDAR-verified tree canopy analysis. Data collection will be augmented through ground truthing, as well as community survey workshops, to understand residents' perceptions of the current environment in addition to



their priorities for a healthy future urban forest. Following assessments, a UFMP and recommendations will be developed outlining the community's objectives, with activities for the City to follow into the future. Existing City planning documents will be reviewed as well, to align activities recommended by the UFMP. After the UFMP has been revised and approved by the City Council, community tree planting will formally begin. Guided by standards prioritized and outlined in the UFMP, at least 500 trees will be planted strategically throughout the City, and at least 250 take-home trees will be distributed at no cost to local residents. Greening will largely be implemented with the help of volunteer efforts, by recruiting residents engaged earlier in the surveying stage. After planting and installation, long-term tree care will follow for the duration of the performance period, in order to ensure sustainability of all green infrastructure investments. This project will build effective project management, equitable community engagement, comprehensive UFMP research and drafting, efficient tree planting installation, and sustainable long term tree care maintenance for project success.

D. Information Supplied by the City

1. **City review of ordinances and Municipal Code to align policies for continuity, as related to adoption of UFMP**

As part of this project, TreePeople will rely on the assistance of the City to support review of local ordinances and Municipal Codes, in order to properly align all UFMP recommendations and implementation activities as planned. Following the end of the performance period, TreePeople will ensure tree care data is incorporated into the City's UFMP tree inventory system through data transfer, to ensure all project-related green infrastructure receives continuity of routine maintenance to sustain successful outcomes. After the performance period, the City will also take responsibility for long term tree care related to this project, throughout mature tree care and remaining project life. In the long term, through the adoption of the UFMP, the City will benefit from a fully-prepared strategy to build on urban forest assets and care for future canopy assets.

2. City adoption of the UFMP and facilitation of implementation

Following the adoption of the UFMP, TreePeople will provide events coordinating the initial planting and establishment maintenance of trees in this project, from installation through the end of the performance period. TreePeople will implement routine maintenance cycles to provide tree care on a tapering schedule, which prioritizes the weeks following planting and the first several extreme heat periods. Standard tree care will consist of watering, mulching, pruning, and other site improvements as needed, as facilitated through coordination with City Public Works staff. Should any trees die, TreePeople will use contingency funds to replace them. Maintenance cycles and activities will be managed through TreePeople GIS workflow software, used to record data on every tree planted, which will be transferred to the City following the end of the performance period.

II. Relevant Experience

A. Specific Examples of Experience*

**For Firm References, please see Appendix C to follow.*

1. (2021-2024) Municipal Urban Forest Management Plan Development:

Also as awarded by successful past contract awards from the CAL FIRE Urban Forestry program, TreePeople has developed formal Urban Forest Management Plans (UFMP) for the following three municipalities: Paramount, San Fernando, and Huntington Park. As a part of this process, TreePeople worked with each municipality to identify the urban tree canopy and community priorities related to trees in the community. TreePeople conducted robust community outreach, education, and surveying by using the results of the tree inventory and canopy assessment. TreePeople synthesized the community tree data into public facing material and educational programming that was culturally relevant and meaningful to the public. These new insights provided a stronger framework for conducting education around urban forestry, tree benefits, tree care, pathways in urban forestry, and related environmental



issues. TreePeople hosted multiple community workshops that provided an educational overview of urban forestry in each City. These workshops took place at various locations and times to accommodate participation by all residents. Workshops were completed in tandem with resident surveys at existing community events, to ensure authentic and widespread engagement. Surveys were prefaced by a summary of the current tree inventory and tree canopy cover assessment in each City. These surveys were used to understand the community's urban forest priorities, gauge the community's current understanding of trees and urban forestry, and identify their vision for a local urban forest. Resident survey feedback was then incorporated into the development of each City's formal UFMP.

- a. **City of Paramount UFMP:** Three community workshops, conducted in English and Spanish, were conducted at Progress Park Plaza and Paramount Park Community Center, augmenting the results of the City's existing tree inventory and canopy assessment with input from 120 residents. After formal UFMP completion and adoption by the City, implementation included 500 public shade trees planted and 100 take-home trees distributed at no cost to City residents.
- b. **City of San Fernando UFMP:** Three community workshops, conducted in English and Spanish, were conducted at Nueva Esperanza Charter Academy, and Recreation

Park, broadening the results of the City's existing tree inventory and canopy assessment with input from 104 residents. After formal UFMP completion and adoption by the City, implementation included 450 public shade trees planted and 150 take-home trees distributed at no cost to City residents.

- c. **City of Huntington Park UFMP:** Three community workshops, conducted in English and Spanish, were conducted at Huntington Park Community Center and Freedom Park Recreation Center with input from 74 residents, deepening a full tree inventory and canopy assessment conducted by TreePeople. After formal UFMP completion and adoption by the City, implementation included 300 public shade trees planted. Historically, through a number of ongoing contracts and partnerships, the City and TreePeople have successfully planted over 1,330 street trees and distributed more than 500 no-cost take-home trees to residents.

2. (2014-Current) TreePeople Community Forestry – City Planting Partnerships:

TreePeople's Community Forestry program empowers Cities and unincorporated



communities with the support, education, and tools they need to create cooler, greener neighborhoods for climate resiliency. With the help of community feedback, volunteers, and City partners, TreePeople has already planted over a million trees in Los Angeles County, Riverside, and San Bernardino cities, where they're needed most. To help build equitable access to safer, cooler outdoor open spaces, TreePeople works in Southern California's

most environmentally stressed cities, focusing on areas most impacted by extreme heat and other environmental impacts.

a. (2014-Current) Southeast Los Angeles Tree Canopy Expansion Campaign:

TreePeople has transformed the urban environment along the Lower Los Angeles River by planting 6,000 street trees, along with distribution of over 2,300 no-cost take-home fruit and shade trees in the cities of Lynwood, Paramount, Cudahy, Commerce, Huntington Park, and Bell. This project has engaged over 1,100 youth and families in more than 350 nature-based field trips and service learning projects, while greening over a dozen schools throughout Southeast Los Angeles.

b. (2014-Current) San Fernando Valley Tree Canopy Expansion Campaign:

TreePeople has significantly increased resilience for San Fernando extreme heat with the planting over 3,200 public shade trees, and distribution of 6,000 no-cost take-home trees for residents. TreePeople has implemented major green infrastructure projects in San Fernando, including almost a dozen schoolyard transformations, stormwater capture solutions, and native landscapes in public parks, driven by numerous community volunteer opportunities.

- c. **(2019-Current) Inland Empire Tree Canopy Expansion Campaign:** Advancing tree canopy equity in the Cities of Colton and Rialto, TreePeople has planted over 2,500 public trees and distributed more than 1,000 no-cost take-home shade and fruit trees, while engaging over 1,000 youth and family members of underserved communities, with 30 field trips to local natural spaces.

3. (2021 - Current) SCWP Watershed Coordinator for the Santa Clara River Area:

As part of LA County's Safe, Clean Water Program, TreePeople has served for the past four years as the Watershed Coordinator for the Santa Clara River Watershed Area, and has recently renewed this contract. TreePeople serves as Watershed Coordinator with the goal of improving water supply, improving water quality, and delivering community investment



benefits for stormwater capture and related efforts. As Watershed Coordinator, TreePeople has sought to educate and build capacity in watershed areas, and facilitates community engagement with the Program. A key component of Watershed Coordination is developing effective education and engagement communication tools to deliver on the various tasks. From engaging with community residents in public meetings on the program and how to get involved, to communicating with local CBOs interested in applying for funding, and presenting reports on regional metrics at each Watershed Area Steering Committee, effective community-based communications are integral to this role.

4. (2019-Current) Transformative Climate Communities South LA Eco-Lab Project:

TreePeople has supported the South LA Eco-Lab Project since its inception following the Strategic Growth Council's planning grant. The South LA Eco-Lab Project is a historic revitalization project funded by a \$35 million grant from the Transformative Climate



Communities Program that includes a number of environmental and economic projects that include tree planting, active transportation improvements, and workforce development opportunities.

TreePeople worked with a project team of more than 20 partner public agencies, community based organizations, and other partner entities. TreePeople participated in, and led portions of the development of the vision, particularly related to urban greening components. Since its commencement in 2023, TreePeople has worked with a diverse set of partners to implement a cohesive program in South Los Angeles, as lead partner on tree canopy expansion.

B. Staff Resumes*

**Please see full staff resumes submitted as attachments following this section.*

David Pineda, TreePeople Director of Operations will support overall project management, community engagement, and UFMP drafting, as well as tree planting and tree care implementation in this project: dpineda@treepeople.org/ (626) 617-5471. Pineda earned a B.A. in Environmental Science and Policy from CSU Long Beach and an M.A. in Public Administration from CSU Northridge. He has a background in urban forestry and arboriculture, having implemented tree-planting initiatives across California. Since 2021, Pineda has led the organization's program strategy in the form of grant development private and public opportunities; fostering partnerships with nonprofits and public agencies; supporting project concept development; overseeing financial and environmental compliance; and carrying out operational activity implementation, such as for geographic information systems tools.

Marcos Trinidad, TreePeople Senior Director of Programs, will oversee day-to-day staff logistics for tree planting and tree care implementation in this project. Trinidad was born and



raised in Northeast Los Angeles, where his family has lived for 80 years. For two decades, he has advanced equity, diversity and inclusion in the environmental movement, including in roles as co-director of LA's Environmental Professionals of Color, Center Director at the Audubon Center at Debs Park, and Laist Studios Podcast host for *Human/Nature*. Trinidad's formal education is in geology and anthropology, and he has received awards from the North American Association for Environmental Education as the recipient of the *Rosa Parks and Grace Lee Boggs Award* for leadership in environmental justice, education and advocacy.

Bryan Vejar, TreePeople Senior Manager of Arboricultural Training and Education, and Board-Certified Master Arborist, will provide technical advice on this project: bvejar@treepeople.org/ (818) 753-4600. Vejar will advise on logistical support and guidance towards project objectives, as well as the development of the UFMP, to ensure alignment with best practices and standards including those of the International Society of Arboriculture (ISA) and American National Standards Institute (ANSI).

Dustin Herrmann, PhD, TreePeople Principal Scientist, specializes in social-ecological research, grounded in urban ecosystem ecology. He leads TreePeople projects that incorporate this research with community engagement, environmental education, and policy development, to improve social equity and climate resilience through nature-based solutions. Hermann received his Ph.D. in Ecology from the University of California at Davis, and his B.S. in Biology from Illinois State University, bringing extensive experience in field and data science for urban ecological systems with multi-disciplinary collaborations.

David Pineda

Education

California State University, Northridge Master of Public Administration M.P.A GPA: 3.97

California State University, Long Beach Environmental Science & Policy Major B.A. GPA: 3.7

Professional Experience

Senior Director of Strategy and Impact at TreePeople (March 2021 - current)

Leads TreePeople's program strategy through the development of grants/contracts and administration; coordinating with internal program teams and partner entities to develop projects related to nature-based solutions and ensure implementation aligns with the funder and program's priorities. Duties include:

- Providing strategic planning support for the organization's programs to ensure alignment with mission, collaboration across departments, and responsiveness to stakeholders.
- Grant writing and application development including creating scopes of work, identifying and solidifying partnerships, budgeting, and engaging with private and public funders.
- Guiding the development and participating in policy matters and coalition building at the local, state, and federal level.
- Serving as representative for the organization at convenings, conferences, and in other stakeholder activities.
- Conducting project management as needed, coordinating with the programs teams to meet deliverables, timelines, and budgets
- Identifying and implementing efficiencies across departments, including identifying leverageable resources and connections to partner organizations.
- Evaluating and developing systems, protocols, policies, and procedures to address recent organizational growth.

Highlights include:

- *Secured over \$65 million in multi-year public grants.*
- *Secured over \$6 million in private funding.*
- *Increased annual revenue by \$5 million from public sources.*
- *Managed the administration of a portfolio of over 120 contracts and grant agreements.*

Grant Supervisor at West Coast Arborists (July 2018 - March 2021)

Written, managed, reported, and consulted on urban greening grant projects. Collaborated with non-profit organizations and public agencies. Partnered with over forty public agencies across California to advance their green infrastructure through community programs and policy improvements. Delivered community tree planting and educational campaigns geared to engaging the public. Worked with public agencies and local stakeholders to analyze community needs. Managed administrative duties (reports, budgets, accounting, agreements) in addition to implementing projects to meet grant deliverables.

Highlights Include:

- *Secured \$4.5 million for non-profit organizations and public agencies.*
- *Advanced greening initiatives in 50 municipalities across California.*

Skills

Microsoft Suite, Google Suite, Salesforce, Geographic Information Systems (ESRI Suite), and Adobe Suite.

WORK EXPERIENCE

Center Director, Audubon California, Los Angeles, CA **2014-Present**

- Managed center program budget of \$596k, fundraising/donor relationships, and staff development of 7 employees and 3700 annual volunteers.
- Designed/implemented outreach and engagement plan to represent changing culture of conservation.
- Developed/implemented \$1.2 mil in facility improvements that increased public access to the center and park.
- Influenced state policy priorities for Audubon California which highlighted Southern California environmental justice issues. Specifically, access to safe parks and open space.

Director (PTE), Palos Verdes/South Bay Audubon Society **2009-2014**

- Grant writing/fundraising and budget management.
- Developed and maintained relationships with public officials, community leaders and city agencies.
- Developed and implemented educational curriculum, community programs and habitat restoration projects.

Regional Urban Forestry Manager (FTE), TreePeople, Beverly Hills, CA **2009-2014**

- Organized, instructed and evaluated volunteer supervisor trainings.
- Lead volunteer tree planting and tree care events.
- Managed Angeles National Forest re-forestation program.

Fellow, TogetherGreen Fellowship, Washington, DC **2010-2011**

- Worked with culturally diverse community groups on habitat restoration at Madrona Marsh Preserve and Owens Lake, dry lakebed.
- Developed curricula on environmental education and environmental policy for youth.

Biological Science Aid, US Forest Service, Sitka, Alaska **2008-2009**

- Supported programs within the Fisheries and Wildlife Department.
- Surveyed second-growth trees and groundcover for wildlife habitat and Salmon habitat restoration projects.
- Assist in implementation of projects throughout the Tongass National Forest.

WORK EXPERIENCE

Youth Steward Instructor/Foreman, Northeast Trees, Los Angeles

2005-2008

- Organized, facilitated and instructed daily environmental awareness, urban forestry and arboriculture classes to “at-risk” youth.
- Managed youth crew on construction of sustainable parks and trails to preserve open green space.

COMMUNITY and VOLUNTEER LEADERSHIP

National Park Conservation Association, Washington, DC

2018-Present

Pacific Region Advisory Council Member

- Participate in Council activities and functions to assist the Pacific Regional office in meeting its program goal and fundraising targets.
- Assist in raising funds from individuals and foundations likely to have an interest in national park issues.
- Provide feedback on programmatic direction of the Region’s field offices.

California Invasive Plant Council, Berkeley, CA

2017-Present

Board Member

- Serve as advocate and ambassador for the organization.
- Evaluating the performance of the executive director.
- Strategic and organizational planning in fundraising and resource development.
- Committee Chair of Justice, Equity, Diversity and Inclusion (JEDI) committee.

Environmental Professionals of Color, Los Angeles, CA

2017-Present

Los Angeles Chapter Co-Founder

- Provide a platform where professionals of color from various stages of their career can connect and build a working relationship.
- Recruit, train and support early career professionals of color to join a network where they can build their careers within the environmental field.

EDUCATION

Pasadena City College, Pasadena, CA

Major: Geology and Anthropology

University of Maryland, Hohenfels, Germany

Major: Political Science

United States Army, 7th Army Training Command, Hohenfels, Germany

Cavalry Scout, Armored Reconnaissance Specialist, Honorable Discharge

BRYAN VEJAR

42 W Mira Monte Ave. Sierra Madre 91024 · 909-576-1216

-
- **ISA CERTIFIED ARBORIST #WE-12364A**
- **TRAQ CERTIFIED ARBORIST**
- **TREEPEOPLE VOLUNTEER PLANTING SUPERVISOR**
- **FOUNDER & PRESIDENT OF CALTECH TREE CORPS**

EXPERIENCE

2019 – PRESENT

CAMPUS ARBORIST, CALIFORNIA INSTITUTE OF TECHNOLOGY

Install, Maintain & Treat total campus canopy (~3,300 Specimens)
Supervise Grounds Tree Care Team
Essential worker throughout Pandemic
Representative of Grounds Department FED Council
Scheduling work hours for grounds-men
Training new hires and developing culture of safety
Resolving work orders from various departments pertaining to tree maintenance
Inspect and accept/deny shipments of nursery stock
Developing exceptional rapport with related facility operations members
Overseeing planting plan, drafting & updating campus Tree Care Plan
Climbing & evaluating specimen trees throughout campus
Working safely and securely in high traffic and noise sensitive areas
Coordinating technical rigging operations in amid high value targets
Conducting and cataloguing campus inventory
Diagnosing biotic & abiotic diseases and implementing treatment programs
Supervising contract work and construction around trees
Enforcing tree protection zones
Troubleshooting irrigation issues
Maintaining all climbing equipment and machinery
Conducting soil tests around specimen trees
Operating various Boom, Jib, Scissor lifts and Bucket truck in spatially restrictive areas
Perfect safety record, Perfect Deadline record
Stellar employee evaluations
Emergency response after hours and weekends
Excellent rapport with Supervisor and Facility Directors
Co-Founded Caltech Canopy Club (student outreach program 2021)
Promote Canopy Equity to student groups and faculty
Recognize and ethically preserve all campus wildlife
Offered low cost & free tree evaluations to fellow facility & custodial workers

2016 – 2019

OPERATOR, BAM TOTAL TREE CARE

Making Onsite Bids and Hazard evaluations (Residential/Commercial)
Initiating and developing excellent rapport with clients
Articulating tree care methods and practices

- Managing client expectations
- Maintaining equipment/machinery
- Scheduling crewmen and overseeing plantings and removals
- Climbing and rigging challenging specimens around property
- Immaculate Safety Record
- Abstaining from Poor Arborist Practice (Topping, Over-pruning, etc)
- Administering Fungicide/Pesticide applications and injections
- Evaluating Soil & Irrigation issues as related to Tree Health
- Volunteering at local events designed to promote BAM TTC Brand
- Obtain permits to work city trees according to local ordinance

2015-2016

CLIMBING ARBORIST, DISNEYLAND RESORT & CALIFORNIA ADVENTURE

- Ascend and navigate large specimen trees safely and competently
- Evaluate hazards inherent to tree work
- Rigging limbs and taglines to drop material safely to ground crew
- Operate Small and Large Equipment: Chainsaws, Chippers, Man-Lifts, Dump trucks, Stump Grinders, Generators, etc.
- Communicate effectively with other multilingual climbers and groundcrew
- Access the canopy in a variety of challenging environments and site conditions
- Direct Traffic around resort when grounded
- Clean and maintain personal and company equipment/machinery
- Trained in Aerial Rescue, CPR, Basic First Aid
- ISA Specialized Training

2011-2015

LANDSCAPE CONSTRUCTION WORKER, BAM Waterwise Landscapes

- Install drip irrigation and valves, troubleshoot irrigation issues
- Safely apply pesticides/herbicides/fungicides by DPR regulations
- Maintain and operate heavy equipment
- Communicate effectively with designer and build team
- Cultivate genuine relationships with clients
- Structural pruning and felling of trees while observing ANSI guidelines
- Make informed decisions regarding tree and plant health
- Plant, transplant, excavate, grade, operate chainsaw, tiller, and sod cutter
- Perform onsite evaluations and cost estimates
- Work with a variety of common landscaping materials including hardscapes

2012-2018	Service Manager	La Pain Quotidien	Claremont, Ca
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- Open and Close the Store
- Perform essential managerial tasks
- Manage employees and kitchen
- Handle large quantities of cash
- Communicate effectively with other managers and staff
- Focus on hospitality and guest dining experience

2009-2012	Server	Olive Garden	Chino, Ca
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- Accept customized orders for customers
- Enhance guest experience with food and wine pairings

Train and mentor new employees
 Promptly serve hot food and refills
 Cultivate guest loyalty through superior service
 Preserve authentic dining experience by catering to guests' individual needs
 Open and closing custodial duties

2005-2009 Barista/Bookseller Borders Group, Inc Chino, Ca

Accept customized orders for customers
 Run department at the absence of other employees
 Train and mentor new employees
 Run Cash register
 Provide superior service at all times
 Open and close department

2003-2005 Courtesy Clerk Ralph's Grocery Chino, Ca

EDUCATION

2015

A.S. HORTICULTURE SCIENCE, MT. SAN ANTONIO

Collegiate Skills Certifications

Landscape Irrigation
 Nursery Management
 Tree Care and Maintenance

Recipient 2015 Ag Dept BOOK Award

2003

GRADUATE, AYALA HIGH SCHOOL

VOLUNTEERING

Feb '22 Founder & President Caltech Tree Corps

- Founded and organized service project on campus aimed at promoting urban forest equity.
- Interviewee: CBS2 STEAM Career Segment (air date Sep 27th)
- Contributor/Interviewee: Caltech Heritage Project (published Sep 7th)
- Interviewee: Pasadena Now Magazine "Local Arborist on Green Mission to Expand Urban Forests..." (published Aug 12th)

Aug '22 TreePeople Volunteer Planting Supervisor

April '21 Planting Day Supervisor Sustainable Claremont

Jan '20 Canopy Club Advisor Caltech

April '21 Earth Day Tree Walk Host Sustainable Claremont

Apr '17 Guest Lecturer San Antonio High School

Dustin L. Herrmann

Principal Scientist, TreePeople
dherrmann@treepeople.org | +1-530-902-9105

EDUCATION

2014 PhD, Ecology, University of California-Davis, Davis, CA
 Dissertation: Nitrogen retention in urban lawns
2008 B.S., Biology, Illinois State University, Normal, IL

PERSONAL STATEMENT

My research is on many facets of social-ecological systems grounded in an educational training in urban ecosystem ecology. In my role as principal scientist at TreePeople, I lead projects that incorporate this scientific expertise with community engagement, environmental education, and policy development. The objective of this work is to improve social equity and climate resilience in greater Los Angeles through nature-based solutions generally and especially through the urban forest. I bring specialized knowledge in field and data science around understanding urban ecological systems and extensive experience in multi-disciplinary and cross-organizational collaborations.

PROFESSIONAL EXPERIENCE

2022-Present, Principal Scientist, Department of Policy & Research, TreePeople, Los Angeles, CA
2020-2022, Assistant Project Scientist, University of California, Riverside
2015-2019, Postdoctoral Fellow, ORISE Research Program at the US EPA, Cincinnati, OH
2017-2019, Adjunct Assistant Professor, Environmental Studies, University of Cincinnati
2015-2016, Adjunct Assistant Professor, Environmental Science, Northern Kentucky University
2009–2014, Researcher and PhD Student, Plant Sciences, University of California-Davis

PUBLICATIONS (most recent)

Google Scholar profile: <https://scholar.google.com/citations?user=73E8VPIAAAAJ&hl=en>

Herrmann DL, ML Avolio, MV Chester, TS Eisenman, DM Hondula, A Middel, DE Pataki, S Pincetti, LA Roman, and GD Jenerette. In review (BioScience). Harnessing the living infrastructure revolution.
Berland, A, DH Locke, **DL Herrmann**, and K Schwarz. 2023. Residential land owner type mediates the connections among vacancy, overgrown vegetation, and equity. *Urban Forestry & Urban Greening* 80: 127826. doi: 10.1016/j.ufug.2022.127826.
Shuster WD, M Pavao-Zuckerman, AL Mayer, **DL Herrmann**, and LA Schiffman. 2022. Defining passive green infrastructure: an ecosystem services perspective to make it count. *Journal of Sustainable Water in the Built Environment* 8 (3): 1-3. doi: 10.1061/jswbay.0000979.
Herrmann DL, K Schwarz, CR Allen, DG Angeler, T Eason, and A Garmenstani. 2021. Iterative scenarios for social-ecological systems. *Ecology & Society* 26 (4):1-9. doi: 10.5751/es-12706-260408.
Shuster, WD, LA Schiffman, C Kelleher, HE Golden, AS Bhaskar, AJ Parolari, RD Stewart, and **DL Herrmann**. 2021. K in an urban world: New contexts for hydraulic conductivity. *Journal of the American Water Resources Association* 57 (3): 493-504. doi:10.1111/1752-1688.12918.

- Rainey, C, M Egerer, **DL Herrmann**, TM Bowles. 2020. "Restoring soil and supporting food sovereignty across urban–rural landscapes: an interdisciplinary perspective" in *Urban Agroecology: Interdisciplinary Research and Future Directions*, M. Egerer, H. Cohen, Eds. (CRC Press), 32 p.
- Herrmann, DL**, LA Schiffman, and WD Shuster. 2020. Urbanization drives convergence in soil profile texture and carbon content. *Environmental Research Letters* 15:114001.
- Berland, A, DH Locke, **DL Herrmann**, and K Schwarz. 2020. Beauty or blight? Abundant vegetation in the presence of disinvestment across residential parcels and neighborhoods in Toledo, OH. *Frontiers in Ecology and Evolution* 8:566759.
- Stewart, RD, AS Bhaskar, AJ Parolari, **DL Herrmann**, J Jian, LA Schiffman, and WD Shuster. 2019. An analytical approach to ascertain saturation-excess versus infiltration-excess overland flow in urban and reference landscapes. *Hydrological Processes* 33:3349-3363.
- Ossola, A, LA Schiffman, **DL Herrmann**, AS Garmestani, K Schwarz, and ME Hopton. 2018. The provision of urban ecosystem services throughout the private-social-public domain: A conceptual framework. *Cities and the Environment* 11(1): Article 5
- Schwarz, K, A Berland, and **DL Herrmann**. 2018. Green but not just? Rethinking environmental justice outcomes for shrinking cities. *Sustainable Cities and Society* 41:816-821. doi:10.1016/j.scs.2018.06.026
- Herrmann DL**, LA Schiffman, and WD Shuster. 2018. Widespread loss of intermediate soil horizons in urban landscapes. *Proceedings of the National Academy of Sciences of the United States of America*. doi:10.1073/pnas.1800305115
- Herrmann DL**, W-C Chuang, K Schwarz, TM Bowles, AS Garmestani, WD Shuster, T Eason, ME Hopton, and C Allen. 2018. Agroecology for the shrinking city. *Sustainability* 10(3):675. doi:10.3390/su10030675
- Herrmann, DL**, and ML Cadenasso. 2017. Nitrogen retention in unfertilized lawns across a light gradient. *Urban Ecosystems* 20:1319-1330. doi:10.1007/s11252-017-0684-z
- Schiffman LA⁺, **DL Herrmann**⁺, WD Shuster, A Ossola, AS Garmestani, and ME Hopton. 2017. Situating green infrastructure in context: A framework for adaptive socio-hydrology in cities. *Water Resources Research* 53(12):10139–10154. doi: 10.1002/2017WR020926 (=contributed equally)
- Zipper, SC, KH Smith, B Breyer, J Qiu, A Kung, and **DL Herrmann**. 2017. Socio-environmental drought response in a mixed urban-agricultural watershed: synthesizing biophysical and governance responses in the Platte River Watershed, Nebraska, USA. *Ecology and Society* 22(4):39.
- Shuster, WD, R Darner, LA Schiffman, and **DL Herrmann**. 2017. Factors contributing to the hydrologic effectiveness of a rain garden network (Cincinnati OH USA). *Infrastructures* 2(3):11. doi:10.3390/infrastructures2030011
- Herrmann, DL**, WD Shuster, and AS Garmestani. 2017. Vacant urban lot soils and their potential for ecosystem services. *Plant and Soil* 413:45-57. doi:10.1007/s11104-016-2874-5
- Berland, A, S Shiflett, WD Shuster, AS Garmestani, H Goddard, **DL Herrmann**, and ME Hopton. 2017. The role of trees in urban stormwater management. *Landscape and Urban Planning* 162:167-177. doi: 10.1016/j.landurbplan.2017.02.017
- Herrmann, DL**, K Schwarz, WD Shuster, A Berland, AS Garmestani, ME Hopton, and BC Chaffin. 2016. Ecology for the shrinking city. *BioScience* 66:965-973. doi: 10.1093/biosci/biw062

PRESENTATIONS (most recent)

-
- Herrmann DL**. November 2022. Moving from convergence to resilience through guiding urban soil development. Soil Science Society of America Annual Meeting, Baltimore, MD.
- Herrmann DL**, ML Avolio, DE Pataki, and GD Jenerette. March 2022. Global carbon cycle patterns of trees in the city: a meta-analysis. Association of American Geographers Annual Meeting, New York City, NY.
- K Bartlett, **DL Herrmann**, SL Harlan, and GD Jenerette. December 2021 How practitioners approach climate justice through urban trees. Fall Meeting of the American Geophysical Union, New Orleans, LA.
- Herrmann DL**, ST Schwab, ML Avolio, DE Pataki, and GD Jenerette. August 2021. Urban forest contribution to the global carbon budget: a meta-analysis. Ecological Society of America Annual Meeting.

Herrmann DL, DM Hondula, ML Avolio, MV Chester, S Pincetl, TS Eisenman, A Middel, DE Pataki, SL Harlan, and GD Jenerette. December 2020. "Right tree, right place, right purpose": Linking governance and biotechnical capacities in addressing climate change through urban trees. American Geophysical Union Fall Meeting.

Herrmann DL, A Berland, and WD Shuster. April 2019. Aligning scales in social and environmental elements of urban green infrastructure. Association of American Geographers Annual Meeting, Washington, DC.

Bhaskar, A, B Choat, D Zampieri, WD Shuster, R Stewart, **DL Herrmann**, LA Schiffman, J Jian, and A Parolari. March 2019. Managing infiltration of stormwater in urban environments. National Water Quality Monitoring Conference, Denver, CO.

Herrmann DL, A Prues, and WD Shuster. December 14, 2018. Landforms of urban watersheds. American Geophysical Union Fall Meeting, Washington, DC.

Shuster WD, J Jian, A Bhaskar, **DL Herrmann**, A Parolari, LA Schiffman, and RD Stewart. December 14, 2018. Rendering hydrologic ecosystem services from urban soils: a combined field and simulation study. American Geophysical Union Fall Meeting, Washington, DC.

Herrmann DL, LA Schiffman, and WD Shuster. November 4, 2018. Soil property profiles in urbanized landscapes and their convergence across cities. Geological Society of America Annual Meeting, Indianapolis, Indiana.

GRANTS & CONTRACTS

Safe, Clean Water Regional Program. February 2022-June 2024. Title: LAUSD Living Schoolyards Pilot Program. Role: Project Manager. Amount: \$943,000.

CAL FIRE Urban and Community Forestry Grant Program. June 2022-December 2023. Role: Project Manager. Description: Urban Forest Management Plans for three Los Angeles County cities: Huntington Park, Paramount, and San Fernando. Amounts: \$265,231; \$250,490; and \$273,775.

CAL FIRE Urban and Community Forestry Grant Program. March 2019-September 2023. Title: Cooler and Healthier: Reducing Heat-Health Risk Using Urban Forestry & Stakeholder Engagement. Amount: \$595,564.

Accelerate Resilience, Los Angeles. June 2021-May 2023. Title: Soil Connects Us All. Role: Project Manager. Amount: \$450,000.

NSF Dynamics of Coupled Natural and Human Systems, February 2020-January 2022. Role: Project Scientist. Title: Toward a Theory of Urban Trees as Living Infrastructure. Amount: \$436,224.

III. Proposed Scope of Services**

TreePeople commits to partnering with the City and its appropriate entity conducting tree inventory and canopy assessment in order to successfully conduct this project. All partner entities have existing successful working relationships with local public agencies and CBOs, allowing for the timely start of the project. TreePeople will partner with the City to perform project management, community engagement support, UFMP development, and leadership of subsequent tree planting activities – ensuring the project successfully delivers community-identified goals. TreePeople will also support the City as it navigates UFMP implementation, for successful long-term improvements to the urban forest, and involvement of local residents in that goal. Residents will be heavily involved in this project through education, feedback, and volunteerism.

Work schedule with key deliverables, milestones, and tasks:

A General Timeline for this project will include the following schedule and tasks below:

- *Q1-Q2: Assess the state of the urban forest. This will consist of a citywide inventory update and incorporated canopy assessment.
- Q3-Q4: Conduct community wide education and survey gathering, consisting of multiple workshops and materials development.
- Q5-Q8: Develop UFMP. Council review and public feedback will be extensively integrated into this process.
- Q9-Q10: Tree planting component implemented and concluded. Tree care to take place beyond, to ensure a three year maintenance period for trees.

**Quarters are numbered based on the beginning of the project. They are not indicative of an annual or fiscal quarter system.*

- **Summary of existing local tree inventory and canopy assessment**



TreePeople will work with the appropriate entity selected by the City to conduct ISA-Certified tree inventory and canopy assessment, in order to support project completion. Following completion, TreePeople will also support the transfer of data collected to the City in a GIS, to ensure functionality of ongoing management tools, as well as educational resources utilized for City staff and the public as part of this project. This process will

support the integration of this information into the final UFMP.

- **Five (5) community workshops**
- **Resident feedback in community urban forestry survey**

To ensure robust community outreach and education, TreePeople will host at least 5



community workshops that present data collected on urban forestry to the City of Montebello's residents. These workshops will take place at various locations and times to accommodate maximum participation. We anticipate additional outreach and engagement will also take place during upcoming public City events, as well as regional TreePeople events. Throughout the engagement process,

TreePeople will record resident feedback in an urban forestry survey with the community. Prefaced by a summary of the current local tree inventory and canopy

assessment, survey data will be taken to understand the community's current understanding of trees and climate resilience, as well as to identify and integrate their urban forest priorities into the project.

- ***Monthly-to-biweekly meetings with the City***
- ***Draft version of the UFMP, presented for public review***
- ***UFMP revisions as necessary, for adoption by the City Council***

Informed by research on tree inventory data, canopy assessments, and this community survey, UFMP development will begin with TreePeople and a consultant leading development of the plan through guidance from City staff. The City and TreePeople will meet on a monthly to biweekly basis during the creation of the UFMP, to ensure alignment with



existing City goals, resources, and policy measures. The plan will be designed to include, at minimum: A shared vision for the urban forest, an inventory assessment, quantified urban forest benefits, strategic plans, routine maintenance procedures, a street tree planting plan, recommended tree species, and evaluation tools.

Critical to successful project life, tree maintenance procedures will be designed to follow ISA and urban forestry best management

practices (as aligned with city needs), related to planting, trimming, removal, care treatments, and health assessments. A draft version of the UFMP will then be presented to the City Council, residents, and local stakeholders for review. Following feedback, TreePeople will conduct revisions as necessary, until approved and adopted by city officials. Once this process is complete, the City Council also commits to review and align related local ordinances and policies for continuity if needed.

- ***Beginning implementation with public tree planting and tree distribution***
- ***Community engagement for planting, tree care, watering, and monitoring***
- ***Transference of site data on trees planted, for inclusion in City inventory reports***

Following the adoption of the UFMP, TreePeople will begin implementation with the City in the planting of at least 500 public shade trees and distribution of at least 250 no-cost take-



home trees to residents. TreePeople will utilize its community-based engagement model to involve residents and volunteers in site-level tree care support through volunteer planting events, watering cycles, maintenance, and inspection events – with young tree care also conducted by TreePeople staff, to support reliable establishment rates throughout the period of performance. Site data on trees planted will be transferred by

TreePeople to City staff for inclusion in the City's recently completed inventory reports, ensuring all green infrastructure investments will be included in long-term maintenance and management cycles.

TreePeople will organize at least five (5) take-home tree distribution events providing at least 250 fruit trees total (50 each), at no cost to residents. TreePeople will conduct event location selection, marketing, logistics, and verification of resident eligibility, as well as provision of trees, along with in-person planting and care tutorials and printed instructional take-home materials, with information on how to plant and care for each tree. Residents will be required to sign an agreement form committing to planting and maintaining their new tree. TreePeople

will provide staff contact information so that residents can reach out via phone or email if they have any maintenance questions or concerns. Specific trees as supplied in this project may be subject to change (regarding similar species size and characteristics), based on nursery availability, as well as and community-identified feedback of management plan outcomes; however species types in this project are anticipated to include:

50 #15 Quercus agrifolia
50 #15 Pinus canariensis
50 #15 Lagerstroemia indica
50 #15 Cercis occidentalis
50 #15 Quercus ilex
50 #15 Arbutus 'Marina'
50 #15 Koelreuteria bipinnata
50 #15 Geijera parviflora
50 #15 Pistacia 'Red Push`
50 #15 Jacaranda mimosifolia
125 #5 Citrus limon
125 #5 Punica granatum

IV. Conflict of Interest Statement

TreePeople asserts that neither the organization, nor its executive leadership nor members of the board or directors, have any past or present financial, business, or other relationship with the City that will have an impact upon the selection process.

*****Please see attached documents for Appendix B - Cost Proposal (All-Inclusive and Component Cost budget tables) and Appendix C - References.***

Photos included in this proposal are credited to TreePeople.



Appendix "B"

Cost Proposal

Budget Item	Description	Total
Urban Forest Management Plan (UFMP)		
Project reporting	Completion and adoption of the Urban Forest Management Plan. Reporting through eCivis, coordinating internal and external meetings with City staff and Cal Fire staff (as needed per the scope of work defined in the RFP).	\$60,000
Trees		
Project management	Installation and tree care for 500 public shade trees, with climate-ready training information and data transfer from consultant to City staff. Coordination with tree provider.	\$242,500
	Distribution of 250 no-cost take-home trees for residents, including tree care commitment agreements, with planting and tree care advisement provided by the consultant.	\$ 45,000
Outreach/Education		
Community Workshops and Community Engagement	Synthesized survey results on the resident perceptions and priorities for the urban forest Community engagement and education events for urban conservation.	\$ 10,000
Long term		
Young Tree Care Establishment*	Long-term maintenance funds for young tree establishment costs	\$240,000
	TOTAL	\$ 597,500

*Tree establishment care will be for a two year duration.



Appendix "C" Reference Sheet

RFP 26-02 Urban Forest Management Plan – TreePeople

Entity Name: *City of Huntington Park*
Business Address: *6550 Miles Avenue, Huntington Park, California, 90255*
Name of Contact: *Steve Forster*
Title of Contact: *Community Development Director*
Telephone Number of Contact: *(323) 584-6274*
Email of Contact: SForster@hpca.gov
Description of Project: *Urban Forest Management Plan and Tree Planting project: \$294,589*
Date of Service: *May 2022 - March 2025*

Entity Name: *City of San Fernando*
Business Address: *117 Macneil Street, San Fernando, CA 91340*
Name of Contact: *Kenneth Jones*
Title of Contact: *Management Analyst*
Telephone Number of Contact: *(818) 898-1240*
Email of Contact: kjones@sfcity.org
Description of Project: *Urban Forest Management Plan and Tree Planting project: \$273,775*
Date of Service: *July 2022 - March 2025*

Entity Name: *City of Paramount*
Business Address: *16400 Colorado Avenue, Paramount, CA 90723*
Name of Contact: *Adriana Figueroa*
Title of Contact: *Public Works Director*
Telephone Number of Contact: *(562) 220-2020*
Email of Contact: AFigueroa@paramountcity.com
Description of Project: *Urban Forest Management Plan and Tree Planting project: \$250,490*
Date of Service: *May 2022 - March 2025*

Entity Name: *CAL FIRE*
Business Address: *715 P Street, Sacramento, CA 95814*
Name of Contact: *Henry Herrera*
Title of Contact: *Forester I*
Telephone Number of Contact: *(213) 200-7115*
Email of Contact: Henry.Herrera@fire.ca.gov
Description of Project: *Urban Forestry program award for Lynwood Tree Planting: \$700,000*
Date of Service: *July 2020 - March 2024*

Entity Name: CAL FIRE
Business Address: 715 P Street, Sacramento, CA 95814
Name of Contact: Henry Herrera
Title of Contact: Forester I
Telephone Number of Contact: (213) 200-7115
Email of Contact: Henry.Herrera@fire.ca.gov
Description of Project: Urban Forestry program award for Colton and Rialto Tree Planting:
\$429,000
Date of Service: May 2022 - March 2025

Entity Name: CAL FIRE
Business Address: 715 P Street, Sacramento, CA 95814
Name of Contact: Henry Herrera
Title of Contact: Forester I
Telephone Number of Contact: (213) 200-7115
Email of Contact: Henry.Herrera@fire.ca.gov
Description of Project: Urban Forestry program award for El Monte Tree Planting: \$800,000
Date of Service: May 2022 - March 2025

Entity Name: Gateway Cities Council of Governments
Business Address: Clear Water Building, 16401 Paramount Blvd, Paramount, CA 90723
Name of Contact: Nancy Pfeffer
Title of Contact: Executive Director
Telephone Number of Contact: (562) 663-6850
Email of Contact: nancy@gatewaycog.org
Description of Project: Technical assistance in contracting and urban greening capacity building:
\$92,500
Date of Service: Aug. 2020 - Dec. 2022

A PROPOSAL PREPARED FOR

City of Montebello

Urban Forest Management Plan, RFP 26-02

September 25, 2025



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Resume Attachments:	
Nathan Davila Project Manager	
Ryan Veiga Associate Consultant	
Maegan Blansett Urban Forestry Specialist	
Rachael Sitz, Ph.D. Pathologist/ Entomologist	
Will Ayersman Geospatial Services Manager	
Jess Atsas Marketing Designer	



Cesar Roldan, Director of Public Works Department
City of Montebello, Public Works Department
1600 West Beverly Boulevard
Montebello, CA 90640

RE: City of Montebello Urban Forest Management Plan

Dear Mr. Roldan,

It is a pleasure to submit this proposal to the City of Montebello for the development of a comprehensive Urban Forest Management Plan (UFMP). Davey Resource Group, Inc. (DRG), a subsidiary of The Davey Tree Expert Company, is a nationally recognized leader in urban forestry science, strategy, and implementation. With a legacy dating back to 1880, DRG brings unmatched experience in helping communities build climate-resilient, sustainable urban forests through data-driven, science-based planning and inclusive public engagement.

DRG has developed more Urban Forest Management Plans and documented more urban trees than any other firm in California and nationwide. Our approach emphasizes best management practices, capacity-building, and community engagement, equipping municipalities with the tools and training necessary to foster stewardship and strengthen urban forest infrastructure. Our team emphasizes collaborative solutions that reflect local priorities and lasting connections between residents and their urban forests.

We are proud to offer a highly experienced team with regional expertise in urban forestry. DRG has the capacity to meet the City of Montebello's objectives, and is prepared to deliver a comprehensive plan that aligns with the City's objectives on time and within budget. We appreciate the opportunity to submit this proposal. I am authorized to negotiate and enter into agreements on behalf of DRG and we reserve our right to negotiate the terms.

We look forward to the opportunity to support the City of City of Montebello in advancing its urban forestry goals.

Respectfully submitted,

Amber Krebbers, Regional Operations Manager
(805) 235-3632, Amber.Krebbers@Davey.com

Project Understanding

INTRODUCTION

The City of Montebello is a diverse community in the San Gabriel Valley with limited open space, significant urban pressures, and a tree canopy of approximately 13 percent—well below the regional average. Nearly half of the city’s land area is considered suitable for additional canopy, presenting a strong opportunity for urban forest expansion. Montebello currently manages an estimated 20,000 city-owned trees and has proudly maintained Tree City U.S.A. status since 1991. Building on this foundation, the City has secured funding for its first Urban Forest Management Plan (UFMP).

The UFMP will provide a long-term strategy to guide the growth, care, and resilience of Montebello’s urban forest, with goals to expand canopy coverage, improve environmental equity, and strengthen climate resilience. The plan will establish a shared community vision, assess the City’s tree inventory and canopy, quantify ecosystem benefits, and develop actionable strategies for planting, maintenance, and risk management. It will include recommended and prohibited species lists, canopy targets, routine maintenance standards aligned with ISA best practices, and an implementation roadmap with funding and evaluation strategies.

Community engagement will be central to the process, ensuring that the plan reflects the values and priorities of Montebello residents. Participation will include commenting on current conditions and future priorities, as well as hands-on opportunities such as volunteer planting events, watering cycles, and tree care programs that build local stewardship. Consultant staff and trained volunteers will monitor progress, conduct watering—including truck-assisted watering during extreme heat—and ensure that young trees receive the care needed to thrive.

Davey Resource Group (DRG) will support Montebello in delivering this ambitious project by bringing decades of experience in urban forestry planning, tree inventory, and community engagement across California and the nation. As a division of The Davey Tree Expert Company, DRG combines the expertise of ISA-certified arborists, urban foresters, planners, and GIS specialists with a long-standing reputation for delivering projects of the highest quality. Our team has successfully guided the development and implementation of more Urban Forest Management Plans than any other firm, ensuring alignment with local policies and priorities while providing practical, actionable strategies for implementation. We are knowledgeable and able to submit documents through eCivis.

The final deliverable will be a comprehensive, user-friendly report summarizing key findings, management strategies, implementation timelines, budget estimates, and recommendations for outreach, funding mechanisms, and partnership opportunities. Through this work, Montebello will gain a clear, actionable roadmap to strengthen its urban forest, advance environmental equity, and enhance the health and livability of the city for generations to come.

APPROACH

DRG's UFMP development process is rooted in collaborative efforts and comprehensive research. Our adaptive approach begins with inclusive stakeholder engagement to gather insights and align objectives. Research encompasses historical regulations, policies, and community input, guided by both stakeholder input and DRG's expertise. The resulting narrative text, authored by experienced urban forestry specialists, encompasses various aspects such as programming, policy, management, best practices, partnerships, planting strategies, and community engagement. Throughout the process, findings from meetings, interviews, and surveys inform plan development. The UFMP aims for clarity, relevance, and achievability, addressing challenges with practical and measurable solutions. Adopting an adaptive approach, DRG ensures the plan remains dynamic, guiding sustainable management practices and enhancing urban green spaces' resilience and vitality.

DRG is committed to delivering a plan that is dynamic and useful, that incorporates best practices and policies for tree management and preservation, and supports the vision and goals of your community. The following description provides an outline of our general approach to the UFMP development process; however, flexibility is indispensable to a successful project and we offer the ability to change or modify our process to best meet your vision and needs.

Project Management

DRG will take the lead in coordinating all project activities, including supervising the Project Manager, managing deliverables, permits, and submissions, and conducting presentations to the City Council and the public. We will develop a comprehensive Work Plan and establish a shared file system for the project, subject to City approval prior to the first invoice. A schedule of regular meetings with City staff will be set to ensure clear communication on progress, address challenges, and prepare for key milestones. DRG will prepare all project updates, reports, and presentations, including draft and final UFMP documents for relevant Boards, Commissions, and City Council review. Monthly reports will provide transparent summaries of budget status, completed tasks, pending actions, and upcoming deliverables, presented in an accessible graphical format.

To initiate the UFMP, the DRG Project Manager will facilitate an in-person launch meeting with City staff to confirm scope, timelines, stakeholder engagement, and key milestones, and to begin gathering pertinent City documents. Throughout the project, DRG will maintain alignment, clarity, and accountability via regular progress meetings and monthly status reports. The Project Manager will serve as the single point of contact, ensuring consistent oversight and timely delivery. Draft and final UFMP versions will be submitted for City review, culminating in a final presentation to the City Council for adoption.

Framework for a Sustainable Urban Forest

Planning and developing resources for the plan is generally weighted towards the governing entity of the urban forest. DRG will review all relevant material to the Urban Forestry Program, including City policies and documents, to identify where the City is successfully meeting program goals, and where there are gaps and areas for recommended improvements. Certified Arborist will conduct an updated tree inventory and the Davey GIS teams will conduct a land and canopy assessment. Operational recommendations will be supported by Indicators of a Sustainable Urban Forest, Best Management Practices of the ISA, Tree Care Industry Association (TCIA), (of which Davey is a member) as well as American National Standards Institute (ANSI) standards.

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Experience

Davey Resource Group, Inc

Davey Resource Group, Inc. (DRG) is a wholly owned subsidiary of The Davey Tree Expert Company, which has operated since 1880. With more than 11,000 professionals across North America, Davey is the eighth-largest employee-owned company in the United States. DRG employs over 2,490 full-time staff dedicated to delivering science-based urban forestry and environmental solutions.

DRG recognizes that urban forests serve both ecological and social functions, and residents play a key role as stewards of the urban canopy. Through citizen science initiatives, DRG has supported local governments and nonprofit organizations in engaging community members in urban forestry planning, tree planting, and tree health monitoring. These efforts strengthen public involvement and build long-term support for urban forestry programs. DRG is also experienced with Cal FIRE grants.

DRG has completed more urban forestry projects than any other firm in the U.S., with a particularly strong record in California. We have developed more Urban Forest Management Plans in the state than any other company, and our familiarity with local planning requirements and environmental regulations enhances our ability to deliver practical and effective solutions. We work closely with partners such as CAL FIRE, USDA Forest Service, The Nature Conservancy, American Forests, and the Arbor Day Foundation. DRG is active in the International Society of Arboriculture (ISA), with staff serving on various boards and committees, and we support the Urban and Community Forestry Society through presentations, sponsorships, and volunteering.

For the City of Montebello, DRG offers a highly qualified and experienced team dedicated to delivering accurate data on the current condition of city trees to inform the Urban Forest Management Plan (UFMP). Our refined approach utilizes ISA Certified Arborists, a supervisor with advanced TRAQ certification, and integrates industry best management practices supported by strong quality assurance protocols. As a national company with extensive resources, DRG offers the City of Montebello the following in-house services. All staff participating in this project are Davey employees based in the U.S.; no subcontractors or inexperienced personnel will be engaged.

In-house Expertise

Davey Institute

At the core of DRG's scientific and technical leadership is The Davey Institute, the research, science, and innovation hub of the company. Established over a century ago, the Institute anchors all DRG services in peer-reviewed science, field-tested methodologies, and applied environmental research. This ensures that

DRG’s urban forestry recommendations and solutions are consistently informed by the most current and credible data.

DRG has also actively contributed to and continues to collaborate in the development of i-Tree software alongside the U.S. Forest Service and other national partners. This partnership, supported by the expertise of The Davey Institute, enables DRG to apply the latest scientific tools and methodologies in urban forest assessment. As a result, DRG is uniquely positioned to provide communities with accurate, science-based data and actionable insights that support sustainable urban forest management, ecosystem service quantification, and informed decision-making.

Geographic Information Systems Department

DRG offers advanced in-house GIS capabilities through a dedicated team of certified geospatial technicians with extensive expertise in data analysis, spatial modeling, and map-based decision support solutions. As a long-standing Silver Partner with Esri, we leverage cutting-edge GIS technology—including spatial analysis, remote sensing, cartography, and land cover assessments—to support data-driven urban forestry and environmental planning. Since 2008, DRG has conducted land cover analyses for over 300 communities, delivering actionable insights that guide resilient and equitable urban forest management.

For this project, we will review the existing inventory data and assess CAL FIRE’s 2022 Urban Tree Canopy product to establish a resource assessment for the City. This will inform realistic tree canopy cover targets for 2035 and 2045, along with a proposed approach to achieve those targets through strategic planting and replacement of trees on both public and private properties.

Should the City wish to pursue a more in-depth and customized urban tree canopy assessment, DRG offers an in-house GIS department of over 50 professionals capable of classifying detailed land cover types—such as tree canopy, impervious surfaces, grass, bare soil, and water—with refined outputs clipped to custom geographies for targeted analysis across neighborhoods, zoning districts, and planning areas. Complementary modeling tools, including i-Tree Canopy and i-Tree Hydro, enable quantification of ecosystem services such as carbon storage, pollutant removal, and stormwater runoff reduction. Additional capabilities include canopy change detection, urban heat island mapping, tree health and stress analysis, climate vulnerability assessments, and equity-focused planting scenario simulations through our Priority Planting Plan and Tree Placement Model. Given the limited scope of this proposal, we welcome the opportunity to provide a detailed overview of these services, along with a customizable menu of options and pricing, at the City’s request.

Complete Operational Capacity

DRG has the capacity and availability to fully support this project and meet the City’s expectations. We allocate the necessary staff time and technical resources to ensure the successful and timely delivery of each project phase. As the largest urban forestry consulting team in the country, DRG maintains a national network of highly qualified professionals who can be deployed as needed to support project timelines and adjust staffing levels without compromising quality. While no staffing or schedule changes are anticipated, we remain flexible and

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prepared to adapt as necessary. By choosing DRG, the City of Montebello will experience exceptional results, leveraging extensive expertise in urban forestry, ensuring responsive and flexible project management, and accessing innovative, science-based solutions tailored to the city's unique needs.

Effective communication is essential to our project delivery approach. Montebello's Project Manager will receive scheduled updates on project status, next steps, and any adjustments that may arise. Our Project Manager is located in Southern California and will lead the effort, serving as the primary point of contact throughout the project. He will coordinate all aspects of the process through a combination of in-person and virtual meetings, ensuring consistent communication, inclusive participation, and a collaborative working relationship with City staff and stakeholders. While we do not anticipate any changes to staffing or schedule, we are well positioned to respond with flexibility if needed. By choosing DRG for this important project, the City of Montebello will continue to benefit in the following ways:

- » **Leverage the Company with the most Experience and Expertise.** The City can leverage our vast network, experience, and expertise to receive a customized approach using industry best management practices and innovative solutions.
- » **We are committed to creating value.** Our scientists, arborists, planners, and urban forestry professionals have a deep understanding of their expertise. They are attuned to nuances in data and present the training, vocation, practice, and experience to interpret its meaning.
- » **We collaborate.** Public understanding and participation are essential in urban forestry planning. The DRG team is looking forward to working with City residents and partners to welcome meaningful participation in the development of the UFMP.

Specific and Relevant Municipal Experience

DRG is known for delivering high-quality projects on time and within budget. Our structured approach to project management, combined with our experienced team and scalable resources, ensures that we meet client expectations while maintaining the highest standards of technical accuracy and service. Below is a selection of relevant projects that demonstrate our successful delivery of similar scopes of work. Following these examples is a list of California projects. In addition to the projects featured here, we invite you to explore further examples at <https://www.davey.com/portfolio/>.

City of Burbank, California

Municipal Tree Inventory and Urban Forest Master Plan

Project Manager: Mike del Campo | Superintendent Forestry and Landscape | mdelcampo@burbankca.gov | (818) 238-5343

In a competitive selection process, the City of Burbank selected DRG to develop a citywide Urban Forest Master Plan (UFMP) to guide the growth and enhancement of its urban forest. The plan establishes clear goals, policies, and objectives to direct the development, improvement, and management of city parks, neighborhood trees, and street trees, with an emphasis on sustainability, species diversity, and expanded canopy cover.

As part of the UFMP process, DRG conducted a comprehensive city tree inventory and analysis using LiDAR extraction alongside ISA-certified arborist assessments conducted both remotely and in the field. DRG developed a strategic vision for effective and efficient urban forest management and reviewed relevant resources both within and outside the city. Additionally, DRG engaged city staff, strategic partners, and the public to ensure broad participation in the planning process, developed a monitoring plan to evaluate the UFMP's effectiveness, and provided monthly progress reports throughout the project. This project is currently in progress, and Mr. del Campo welcomes the opportunity to share details of DRG's work with Nathan Divilla, Project Manager.

City of Davis, California

Municipal Tree Inventory and Urban Forest Master Plan

Project Manager: Charlie Murphy | City Forester | cmurphy@cityofdavis.org | 530.757.5633

Located adjacent to the University of California, Davis, the City of Davis is known for its environmentally conscious and civically engaged community. Residents are passionate about their city trees and actively involved in urban forest management, making public participation a vital component of the planning process. In 2018, DRG was contracted through a competitive process to collect the City's tree inventory and deliver the data into ArborAccess. A few years later, City again selected DRG through a competitive process to fulfill its CAL FIRE Urban Forest Management Grant requirements by developing a community-driven UFMP.

The Davis UFMP is designed to guide urban forest management through 2060. It aligns City ordinances and policies with a shared vision for a healthy and sustainable urban forest. To support transparency and participation, DRG used online tools such as StoryMap and TreeKeeper Canopy to share GIS analysis, tree inventory data, and other relevant information. As the project progressed, DRG recommended converting the UFMP into an interactive online format to enhance accessibility and community engagement. The City of Davis formally adopted the UFMP on March 21, 2023. DRG process and project delivery received strong support from both City staff and the Tree Commission. We invite you to access the plan through [this link](#).

City of Newman, California

Municipal Tree Inventory and Urban Forest Management Plan

Project Manager: Thomas Spankowski | Public Works Director | tspankowski@cityofnewman.gov | (209) 862-4448

The City of Newman exemplifies the character and challenges of many small, rural communities in California's Central Valley. With a population of just over 12,000 residents, Newman combines historic downtown charm with a strong agricultural heritage, surrounded by orchards, fields, and open space. Its urban forest spans residential neighborhoods, public parks, school grounds, and tree-lined streets, extending into the surrounding agricultural landscape.

DRG was engaged to develop a tailored Urban Forest Management Plan (UFMP) to address Newman's unique urban-rural context. The plan provides a practical, actionable framework for managing the city's tree canopy, balancing environmental stewardship, economic vitality, and community well-being. Key elements include a comprehensive inventory and analysis of canopy cover across public and private properties, recommendations for tree composition and maintenance, guidance on urban forestry operations, staffing, funding, safety, and emergency response, and alignment with the 2030 General Plan.

Adopted unanimously by the City Council in June 2025, Newman's UFMP incorporates community engagement findings and best management practices to support informed decision-making and sustained investment in tree preservation. The plan demonstrates DRG's ability to help small towns effectively manage diverse urban and rural green spaces, align strategies with municipal policies, and foster strong community participation to achieve long-term sustainability and resilience.

City of Rohnert Park

Municipal Tree Inventory, then Urban Forest Management Plan

Project Manager: Brandon Keck | City Arborist | bkeck@rpcity.org | (707) 588-3330

Rohnert Park and Montebello, though in different regions of California, share similarities in size, urban forestry challenges, and community planning, with populations of approximately 58,400 and 44,600, respectively. Both cities manage public green spaces, prioritize tree canopy expansion, and emphasize community engagement in urban forestry programs. In Montebello, DRG conducted a full-scale, citywide tree inventory, analyzing tree composition, structure, and maintenance needs. When the findings were presented to the City Council, there was a clear "ah-ha" moment, as council members recognized that the City's urban forestry program had been significantly underfunded relative to maintenance needs. In response, the City allocated additional resources to address priority pruning and to support the development of a comprehensive Urban Forest Management Plan.

Through a competitive process, DRG was selected to lead the plan's development. The effort is in process and builds on the completed inventory and integrates canopy and land-use assessments, operational and staffing

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reviews, and funding analysis. It proposes phased strategies to expand canopy cover, reduce maintenance backlogs, and strengthen program capacity. Community engagement is central to the process, with public workshops and online input opportunities helping shape the final plan. This experience demonstrates DRG's ability to support mid-sized cities like Montebello in managing urban forests effectively, sustainably, and with strong community participation.

City of Los Angeles Street Tree Inventory

Address: 1200 Third Ave., Suite 200, San Diego, CA 92101-4195

Project Manager. Leon Boroditsky | Tree Surgeon | leon.boroditsky@lacity.org | (213) 485-4826

The City of Los Angeles contracted DRG to lead the nation's largest urban tree inventory project, documenting every city-owned tree across its extensive urban landscape. DRG arborists utilize a sequential, block-by-block approach to collect comprehensive tree attributes, including state-recommended data fields and information specific to pest management. All data was uploaded in real time into the City's TreeKeeper® software system, providing immediate visibility and monitoring capabilities. This integrated platform also enables timely sharing of vacant planting sites with partner organizations, facilitating swift tree replacement and planting efforts. Prior to the City deploying the street tree inventory, DRG successfully completed a comprehensive inventory of trees across 551 parks in under 18 months and under budget. These park sites range from meticulously maintained golf courses to naturalized open spaces.

This robust and detailed data collection effort empowers the City of Los Angeles to manage its urban forest with precision, increase public transparency, and strategically invest in the sustainable growth and maintenance of its urban canopy.

MUNICIPAL CLIENT	YEAR COMPLETED	RELEVANT URBAN FOREST TREE INVENTORY AND PLANNING SERVICES
County of Santa Clara	In process	GIS analysis, Urban Forest Master Plan, biomass feasibility
Hillsborough	2024	Municipal tree inventory
Los Angeles	2024	Street Tree Maintenance Manual
Rohnert Park	2024	Tree Inventory and software
Napa	2024	CAL FIRE funded tree inventory and Urban Forest Master Plan
The Irvine Company	2024	Land management Urban Forest Master Plan
Oakland	2023	CAL FIRE funded tree inventory and Urban Forest Master Plan
Newman	2023	CAL FIRE funded tree inventory and Urban Forest Master Plan
Watsonville	2024	CAL FIRE funded tree inventory and Urban Forest Master Plan and Tree Guide
Modesto	2023	CAL FIRE funded tree inventory
Carmel-by-the Sea	2023	CAL FIRE funded tree inventory and Urban Forest Master Plan
Los Angeles	2023	City tree inventory — over one million sites surveyed
San Diego	2023	CAL FIRE funded tree inventory
Piedmont	2023	Tree inventory and resource analysis
Artesia	2023	CAL FIRE funded tree inventory and Urban Forest Master Plan
Chico Area Recreation & Park District	2020	CAL FIRE funded tree inventory
Hillsborough	2022	Municipal tree inventory
Pacifica	2022	Ordinance update, Street Tree Plan
San Luis Obispo	2022	Urban Forestry Planning staffing, development, ordinance consultation
South San Francisco	2021	Tree inventory and Urban Forest Master Plan
Sacramento	2021	Land and Canopy Mapping and Analysis, Urban Forest Master Plan
Bakersfield Unified City School District	2021	CAL FIRE funded tree inventory and Urban Forest Master Plan
Chowchilla	2021	CAL FIRE funded tree inventory and Urban Forest Master Plan
Chico	2020	CAL FIRE funded tree inventory
The Irvine Company	2020	Privately funded 260,000 community tree inventory and software
Merced	2020	CAL FIRE funded tree inventory and Urban Forest Master Plan
Santa Cruz	2020	Inventory, Software, LCA Mapping and Analysis, Street Tree Management Plan
Yuba City	2020	CAL FIRE funded tree inventory and Urban Forest Master Plan
Woodland	2019	Land and Canopy Mapping and Analysis, Urban Forest Master Plan
Patterson	2018	CAL FIRE funded tree inventory and Urban Forest Master Plan
Tracy	2018	LCA Mapping and Analysis, Management Plan
Davis	2018	Municipal Tree inventory
San José	2018	Municipal Tree inventory

Project Team

By partnering with DRG, the City of Montebello will benefit from a dedicated and experienced team of professionals committed to achieving your goals. Our qualifications are industry-leading, with extensive experience in municipal environments and a strong focus on best management practices for every project. No subconsultants will be used. Two ISA-certified inventory arborists will be selected based on the project schedule, and their resume will be provided to the City for review and approval prior to the start of data collection. We are pleased to introduce the following team for your project. Resumes are attached for your review.



Nathan Davila | Senior Associate Consultant

Nathan Davila, will serve as the Project Manager and primary point of contact for this project. Nathan brings extensive experience in urban forestry, with a strong focus on tree documentation, assessment and training. He has led numerous successful projects across California and played a key role in developing the Utility Vegetation Management Pre-Inspector Training Program in partnership with the Foundation for California Community Colleges. An active contributor to national urban forestry forums, Nathan combines technical expertise with strong communication and project coordination skills to ensure high-quality outcomes and client satisfaction.



Ryan Veiga | Associate Consultant

Ryan Veiga will contribute to this project by conducting data analysis, reviewing background documents, and leveraging his extensive planning experience to identify policy opportunities that promote urban forest resilience and climate adaptation. His expertise will ensure that project deliverables are rooted in thorough research, well-structured data, and thoughtfully applied Best Management Practices, providing a strong foundation for sustainable urban forestry solutions.



Maegan Blansett | Urban Forestry Specialist

Maegan Blansett has extensive experience supporting communities across the Western United States in the development and advancement of their urban forest resources. She is highly proficient delivering actionable Urban Tree Canopy assessments. Maegan brings a thoughtful, solutions-oriented approach to every project, tailoring each assessment to meet the unique needs of the client. Her ability

to translate complex data into clear, informative deliverables makes her a valuable contributor to urban forestry planning efforts at both local and regional scales.



Rachael Sitz, Ph.D. | Pathologist/ Entomologist

Dr. Rachael Sitz brings over a decade of specialized expertise in tree pathology, with an emphasis on managing insect pests and diseases in urban forest environments. During her tenure with the USDA Forest Service, she conducted in-depth research on pest-pathogen interactions and developed applied management strategies for complex conditions such as thousand cankers disease. Dr. Sitz offers science-based, data-driven guidance to urban forestry projects, contributing technical writing, stakeholder coordination, and project oversight to ensure practical, impactful results.



Will Ayersman Geospatial Services Manager

Will Ayersmann has over a decade of experience applying GIS and predictive modeling to support urban and utility forestry. As DRG's lead for all geospatial projects since 2011, he specializes in vegetation risk assessment, tree health analysis, and integrating environmental and social data into decision-making tools. Will manages GIS and remote sensing operations, including LiDAR and high-resolution imagery, delivering actionable maps, models, and reports that drive effective urban forest planning and risk mitigation.



Jess Atsas | Marketing Designer

Jessica Atsas is a seasoned graphic designer with over 16 years of experience in print and digital design. A key member of DRG's marketing team, she leads the visual design of urban forest master plans, reports, and technical materials, ensuring clarity, consistency, and strong visual impact across all client-facing deliverables.

Scope of Services

Research, Policies and Practices

The UFMP will serve as an inclusive guide to support the effective enhancement, management, and expansion of the City's urban forest in the years ahead.. This undertaking involves an adaptive approach encompassing collaboration, research, education and active community involvement. Drawing from DRG's extensive experience in tailoring plans across North America to meet specific community needs, we present a refined methodology for your UFMP. Our strategy involves systematically addressing all components essential for a strategic UFMP, offering additional optional elements to further enhance and inform the portrayal of the City's urban forest to stakeholders.

Our refined approach centers on establishing feasible goals derived from a blend of historical and current research, incorporating current data, document analysis, staff contributions, and community perspectives. By aligning with city and stakeholder interests and leveraging our expertise, we will merge scientific insights and best management practices to develop a plan that addresses relevant City goals. Our adaptable methodology presents flexibility to cater specifically to Montebello and the unique needs of the municipality, laying the groundwork for a robust UFMP based on science and industry best practices and local relevance.

Urban Forestry Program and Policy Assessment

DRG will conduct a thorough evaluation of the City's current urban forestry practices to identify both existing strengths and areas that require enhancement. This assessment will begin with a comprehensive review of all relevant materials, including urban forestry policies, plans, documentation, and existing reports. The purpose is to evaluate how effectively current efforts align with the City's urban forestry goals and identify opportunities to implement best practices that support long-term sustainability and resilience. Key elements of this review will include:

Tree Inventory and Condition Assessment – Analyzing updated data to understand the composition, health, and needs of the urban forest.

2040 General Plan – Reviewing applicable sections to ensure consistency between long-term planning goals and the objectives of the UFMP. Also review and consider:

- Montebello Bicycle Master Plan
- Montebello Hills Specific Plan
- Parks Master Plan
- Montebello Transportation Study
- Housing Element
- Capital Improvement Program
- MS4 / NPDES (Stormwater management)
- “Go Green” / sustainability planning documents
- Montebello Consolidated Plan / 2020–2025 (Community Development / Housing)

- **Municipal Code** – Assessing current regulations related to tree protection, planting, and maintenance to determine their effectiveness and alignment with industry standards.
- **City Guidelines, Permits, and Specifications** – Evaluating existing procedures for tree care, removal, and permitting to identify potential gaps or inefficiencies.
- **Maintenance Resources and Service Levels** – Reviewing current staffing, equipment, and funding levels to assess operational capacity and identify opportunities for improvement.

Drawing on these findings, DRG will provide targeted, actionable recommendations grounded in industry best management practices. These recommendations will address key areas such as tree care and maintenance standards, operational efficiency, interdepartmental coordination, and resource allocation. Emphasis will also be placed on enhancing communication among departments and stakeholders, strengthening relationships with decision-makers, and engaging the broader community.

All recommendations will be tailored to fit within the City’s existing regulatory and planning framework, ensuring they are practical, implementable, and aligned with the City’s long-term vision for its urban forest. The insights gained from this assessment will directly inform the development of the UFMP and guide discussions within the project working group, laying a strong foundation for a healthy, sustainable, and resilient urban forest.

Ordinance Review with Redlined Recommendations

At DRG, we understand that effective urban forest governance starts with strong, well-aligned policies and regulations. One of the most impactful steps a city can take to protect and enhance its tree canopy is to ensure its municipal code fully supports urban forestry goals. With expertise in drafting, reviewing, and modernizing tree preservation ordinances across California, DRG is uniquely positioned to help Montebello strengthen its regulatory framework.

We will conduct a targeted analysis of how existing municipal policies and codes intersect with urban forestry management, identifying areas where revisions are needed to align with the goals and action steps of the Urban Forest Management Plan (UFMP). This review will highlight policy gaps, inconsistencies, and opportunities for greater integration of urban forest considerations into the City’s broader planning and development practices. Recommendations will draw from national best practices and our direct experience supporting cities with similar needs, ensuring Montebello’s ordinance is both practical and forward-thinking.

Operations Review

DRG will conduct a thorough review of existing policies and practices governing the care of municipal trees, encompassing pruning, pest management, tree planting, and removal, as well as budget review. Recommendations will be crafted to align with City tree maintenance standards and goals, and established policies and Best Management Practices (BMPs) for tree care. Emphasis will be placed on developing objectives and action steps consistent with City objectives, aimed at enhancing internal efficiencies, reducing costs, and minimizing liability. Recommendations will also promote improved communication and coordination among city departments responsible for managing and adjacent to the urban forest, decision-makers, and the

community. Operational guidance will be informed by industry standards set forth by organizations such as the International Society of Arboriculture (ISA), Tree Care Industry Association (TCIA), and the American National Standards Institute (ANSI), leveraging best practices for effective tree care.

Stakeholder Interviews

DRG will conduct up to five (5) individual in-person interviews with stakeholders who have a vested interest and/or responsibility for the urban forest. During these interviews, we will delve into various aspects, including:

- Protocols and processes related to urban forestry management.
- Utilization of available tools for monitoring, maintenance, and planning.
- Reviewing procedures for development applications involving trees, ensuring their protection and integration.
- Evaluation of ongoing and proposed projects, including Capital Improvement projects, to assess their impact on the urban forest.
- Examination of existing ordinances that either support or impede the management and growth of the urban forest.
- Analysis of conflicts and cooperation among stakeholders affecting the urban forest.
- Identification of gaps in urban forestry sustainability indicators to guide future improvements.
- Exploration of additional funding sources and resources available to bolster the Urban Forestry Division's capabilities and initiatives.

Through these interviews, we aim to gather comprehensive insights that will inform the development of effective strategies and recommendations for urban forest management and sustainability.

Assessment of Conditions and Opportunities

The City of Montebello currently manages an estimated 20,000 city-owned trees but does not have a comprehensive, citywide tree inventory. This limits the ability to evaluate canopy cover, species composition, tree health, and distribution across neighborhoods. A complete inventory will document species, size, condition, and location of all city-managed trees, allowing the City to prioritize maintenance, target planting in areas with low canopy, and allocate resources efficiently. It will also support long-term planning for tree canopy expansion, climate resilience, and environmental equity, and provide a foundation for future Urban Forest Management Plans and municipal policy decisions.

City Tree Inventory Assessment

DRG recognizes that the City is considering contracting, through a separate RFP process, for an independent and unbiased tree inventory of all City trees. Upon completion and acceptance of this data by the City, DRG will request access to the City's ArborAccess platform to conduct an i-Tree assessment. This analysis will quantify the structure and ecosystem services of Montebello's urban forest, including species composition, size distribution, canopy cover, and associated environmental benefits. The results will inform updates to the City's tree species list, guide data-driven decision-making, and prioritize management actions that enhance the

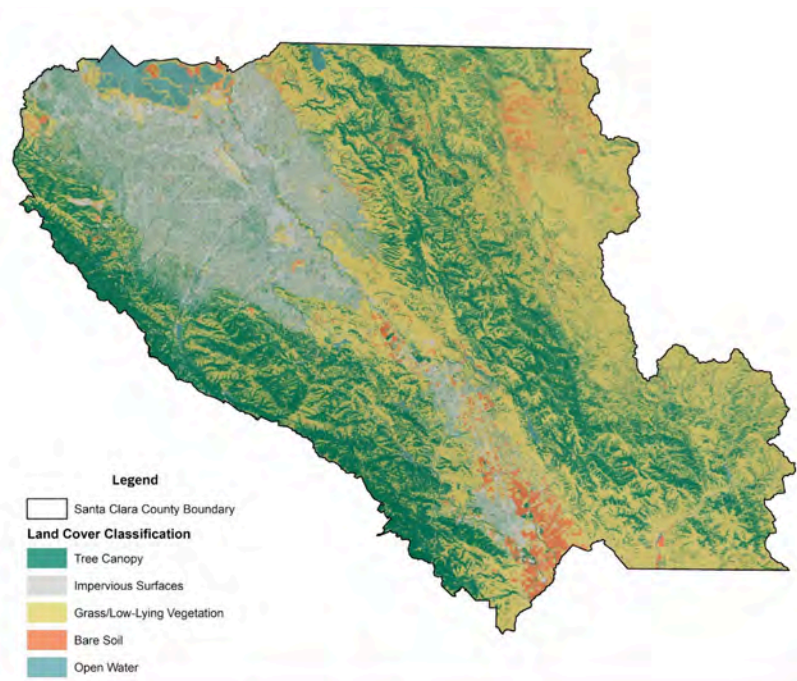
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sustainability and resilience of the urban forest. Findings will be delivered in a City Tree Resource Assessment Report, providing a practical reference on the forest’s structure, condition, and benefits to support future planning and management.

Tree Canopy Survey

A clear understanding of existing urban forest resources is essential for informed long-term planning and effective management. DRG will conduct an Urban Tree Canopy (UTC) assessment using methodologies approved by the U.S. Environmental Protection Agency (EPA). These scientifically validated methods have undergone rigorous review to ensure accuracy and reliability.

Using the most current leaf-on imagery from the USDA’s National Agriculture Imagery Program (NAIP), supplemented by high-resolution data from Nearmap, available LiDAR datasets, and Geographic Information System (GIS) data layers, DRG will perform a comprehensive analysis to quantify the current extent of tree canopy cover. The assessment will classify land into five key cover types: tree canopy, impervious surfaces, pervious surfaces, bare soils, and water. In addition, we will generate canopy metrics for up to eight (8) distinct geographies—such as management zones, rights-of-way, open spaces, building footprints, and four additional areas identified in collaboration with the City of Montebello at the start of the project. This spatial analysis will serve as a foundational dataset to guide urban forest planning, equity-focused investment, and climate resilience strategies.



Land cover mapping leverages high-resolution aerial imagery, infrared technology, and remote sensing software to deliver a comprehensive, spatially explicit view of vegetative cover across both public and private lands.

Land Cover Mapping Extraction Strategy

To identify tree canopy cover and land cover classifications, DRG will utilize an object-based image analysis (OBIA), intelligence and feature extraction methods to process and analyze current high-resolution color infrared (CIR) aerial imagery and remotely sensed data. Advanced image analysis techniques will be applied to classify and separate the land cover layers from the overall imagery. The semi-automated, supervised extraction process will be carried out using Feature Analyst, an extension of ArcGIS®.

Post Processing

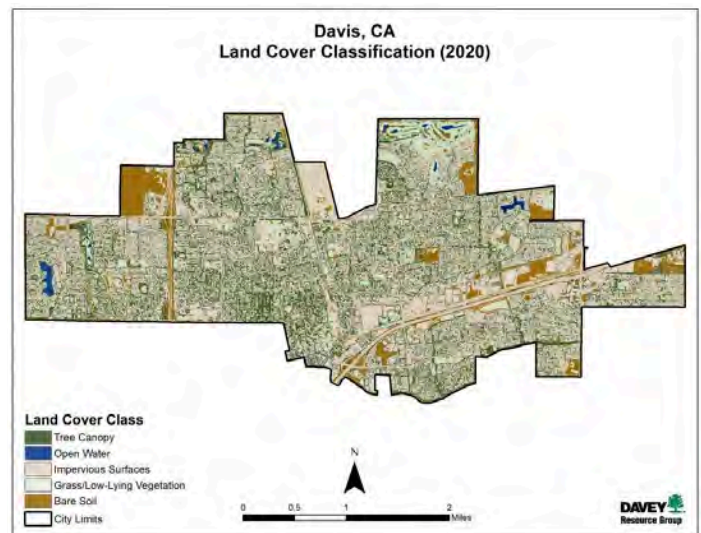
The results of the land cover extraction process will undergo post-processing and be clipped to each project boundary before undergoing manual editing, aiming to produce smaller, more manageable, and efficient file sizes. Secondary source data, high-resolution aerial imagery, and custom ArcGIS® tools will facilitate the final manual editing, quality checking, and quality assurance processes (QA/QC). The manual QA/QC process will be carried out to identify, define, and correct any misclassifications or omissions present in the final land cover layer.

Land Cover Accuracy Standards

DRG will perform manual editing and quality assurance/quality control (QA/QC) checks on all UTC and land cover layers. The QA/QC process will use ArcGIS to identify, clean, and correct any misclassifications or topology errors in the final land cover dataset. Initial land cover extractions in urban and rural areas will be edited at a 1:2,000 quality control scale, and woodland/forested areas at a 1:5,000 scale. The project aims to achieve a minimum of 95% user accuracy for urban tree canopy and impervious classes, and an overall accuracy of 94% or higher.

Land Cover Metrics

Area and percentages of canopy cover will be calculated for each land cover type and designation (e.g., City-wide, parks and open space, land use, zoning, improvement and redevelopment areas, neighborhood, subdivisions, watersheds, flood zones, etc.). This comparison of canopy cover with geography and land use will become a primary resource for recommendations and goals for your community forest. Specific natural resource factors will be evaluated and prioritized to determine areas that provide multiple functions and benefits and should be considered a high priority for protection and preservation. In addition, this GIS layer can be used beyond the UTC Assessment in conjunction with existing GIS information to evaluate the relationship of the tree canopy to other assets and issues that may be of interest.



Report Maps

DRG will provide report maps depicting results of the tree canopy assessment. Other maps can include tree canopy change, ecosystem services, priority planting, tree health, etc. The maps will follow the project style guide and be accessible to color-blind persons. The number of maps will depend on input from DRG and data provided by the client.

Historic Change

Land cover is a unique resource that has a high susceptibility to change due to the complexities arising from the myriad activities—anthropogenic and natural variation—it underpins. These changes can be tracked using the UTC assessment. Utilizing a past UTC, DRG can conduct a change assessment that will identify points of growth and loss. The analysis will include spatial change, acreage change, percent change, and absolute change for the geographies specified by the city. Deliverables include ESRI® shapefiles, metadata, and an Excel™ spreadsheet of the percent canopy cover change containing data. To accomplish the tree canopy change assessment, DRG will use a current land cover layer and historic tree canopy layers from prior assessments or generate historic layers as a part of this project. The process to complete the change assessment includes the following steps:

- Prepare the tree cover layers for comparison.
- Conduct spatial analysis of gains and losses. Note locations in a separate file where canopy changes (i.e., gain, loss, persistence).
- Summarize change classes for each boundary layer as needed.
- Record change acres, percent change, and absolute change.
- Design maps for data visualization as needed.

Priority Planting Plan with Tree Placement Model

DRG will utilize data derived from prioritized planting sites identified through the UTC assessment to strategically plan future tree planting projects. This information will guide decisions regarding the approximate number of trees to be planted and their recommended sizes, with an emphasis on maximizing the planting of medium to large canopy tree species to optimize environmental benefits.

To support this effort, DRG will create a comprehensive attribute table organizing planting sites by geographic units such as land use, council district, block group, and neighborhood association, as well as by priority level. Additional site attributes will include the presence of existing street trees, location within riparian areas, and ownership status (public or private). Using custom-developed scripts, DRG will simulate tree planting across multiple



Proprietary modeling will digitally place a tree point at a specified on-center distance using a customized scripting process to automate placement for the project boundary.

scenarios at varying community scales—neighborhoods, districts, and blocks. These simulations will enable tree placement based on parameters such as budget constraints, target tree counts, and random distribution. The output will include projected counts of large, medium, and small trees, configured according to specified planting densities for each size class. The model will offer flexibility to plant exclusively on public land, private land, or both, depending on community preferences. Planting efforts will prioritize locations categorized as Very High and High priority in the initial analysis, ensuring resources are directed to areas with the greatest potential

for impact. This data-driven Priority Planting Plan, supported by the Tree Placement Model, will provide actionable insights and practical guidance to maximize the benefits of urban tree planting projects.

Ecosystem Services

Using the tree canopy area identified by the land cover analysis, ecosystem benefits for air quality, carbon, and stormwater will be assessed using i-Tree Software (i-Tree Canopy and i-Tree Hydro, specifically). Air quality values will consist of pounds of pollutants removed and a monetary value of those removed pollutants (carbon monoxide (CO), nitrogen dioxide (NO₂), ozone (O₃), sulfur dioxide (SO₂), and particulate matter less than 10 microns (PM₁₀). Carbon storage and sequestration values will be reported in tons and monetary value. Stormwater values will be assessed using land cover percentages. Stormwater values will be reported as gallons of stormwater runoff avoided by tree canopy and a monetary value, which is assigned by multiplying the gallons of runoff avoided by the cost to treat a gallon of stormwater/wastewater. This does not measure pollution.

Socioeconomic Analysis

The Socioeconomic Analysis evaluates the distribution of tree canopy in relation to key demographic and economic factors in Montebello, including income, population density, ethnicity, age, education, poverty, unemployment, and property values. This assessment identifies neighborhoods with lower tree coverage and potential disparities in access to urban forestry benefits.

The analysis also incorporates health data from the Centers for Disease Control and Prevention (CDC) at the census level to examine possible links between tree canopy and health outcomes such as heat-related illnesses, asthma, and heart disease. This information supports informed decision-making for urban forestry planning that considers both environmental and social factors. By integrating socioeconomic data, the City can prioritize tree planting and maintenance efforts in areas where they may have the most impact, aligning with the goals of the 2040 General Plan.

Tree Canopy & Land Cover Assessment Summary Report

The Tree Canopy & Land Cover Assessment Summary Report will provide the City of Montebello with a robust, data-driven foundation essential for strategic urban forest management and planning. By quantifying current land cover—specifically tree canopy, impervious surfaces, and pervious areas—this report establishes a clear and scientifically validated baseline to guide informed decision-making and prioritize urban greening efforts. Utilizing methodologies endorsed by the U.S. Environmental Protection Agency and leveraging high-resolution aerial imagery, LiDAR data, and GIS layers, the report offers precise spatial analyses across multiple geographies within the city.

This baseline analysis identifies neighborhoods and zones most vulnerable to heat exposure and environmental stress, enabling the City to target investments where urban tree planting and canopy preservation will most effectively enhance climate resilience. The assessment integrates City-specific data, including the 2040 General Plan Vulnerability Assessment and the 2015 Heat and Climate Change Study, ensuring that recommendations align with existing policy frameworks and long-term community goals.

Importantly, the report supports cross-department collaboration by providing actionable GIS datasets, detailed land cover maps, and ecosystem service evaluations—such as air quality improvement, carbon sequestration,

and stormwater runoff reduction—using i-Tree software tools. This comprehensive approach facilitates stakeholder engagement and community outreach, fostering transparent communication and citizen participation in urban forestry initiatives.

In addition, the Priority Planting Plan and tree placement models enable the City to strategically expand canopy coverage, focusing on areas with the greatest potential to mitigate urban heat islands and promote equity. The integration of socioeconomic and wildfire risk analyses further refines these priorities by highlighting disparities in canopy distribution and identifying wildfire-vulnerable zones, supporting sustainable and resilient urban forest management.

Together, these insights will inform the UFMP, underpin policy development, and enable the City of Montebello to track progress toward sustainability, equity, and climate adaptation objectives, consistent with the goals outlined in the City’s General Plan.

Community Engagement

Public Outreach Plan

DRG will develop a Public Engagement Plan tailored to Montebello's unique community context. This plan will identify key audiences, recommend appropriate outreach channels, and outline effective engagement tools to promote broad, inclusive, and meaningful participation in the UFMP process. Within the plan DRG will define the materials and strategies needed to support the City’s outreach goals. We will create clear, consistent messaging that effectively communicates the goals, benefits, and importance of urban forest planning in a way that resonates with Montebellos' stakeholders.

Working closely with City staff, DRG will ensure all outreach efforts are culturally relevant, accessible, and aligned with the City’s communications protocols. This approach will guarantee that community input is genuinely integrated into the development of the UFMP. Deliverables will include:

- A strategy for community engagement aligned with local demographics and communication preferences
- A suite of professionally branded, user-friendly outreach materials (e.g., flyers, digital graphics, presentations, surveys)
- Guidance for City staff or designated representatives on timing, messaging, and distribution of materials
- Recommendations for both in-person and digital engagement opportunities

Workshop/Open House

DRG will develop materials and facilitate one in-person workshop to inform the development of the UFMP. The format of the workshop will be developed by the project team, but is intended to both provide information and solicit input to gauge community impressions, experiences, and goals for the urban forest. The location, date, and time of the workshop will be determined in coordination with the City to ensure accessibility and strong participation.

The format of the workshop will be designed by the project team in alignment with project goals and community engagement best practices. The session will serve both to share key information about the planning process and to actively solicit public input. Through guided discussions and interactive activities, the workshop will gather community perspectives, lived experiences, and aspirations related to Montebello's urban forest. Resident input will help inform the development of goals, strategies, and priorities for the UFMP.

Online Engagement

While traditional in-person meetings with open comment sessions have long been effective, attendance has declined significantly since 2020. In recent years, we have found that community members increasingly prefer the convenience and flexibility of online informational meetings. This format provides an accessible and efficient way to communicate key information, including the planning process, next steps, opportunities for input, and how community feedback will inform recommendations and outcomes.

Online meetings also streamline the comment-gathering process by allowing participants to share their input in an organized and inclusive manner. A key advantage of virtual meetings is that they can be recorded and made available for later viewing, giving participants the opportunity to review the content at their convenience.

For this project, we will conduct and record one virtual public meeting. The recording will be shared with Montebello for posting on the City's website and/or integrated into the StoryMap platform. When paired with tools such as StoryMaps and online surveys, this approach significantly broadens public participation and awareness. The flexibility of this format allows individuals to thoughtfully engage with the material, reflect on the information presented, and provide more meaningful feedback. The combination of recorded presentations, digital engagement tools, and extended survey response windows has resulted in significant community involvement and valuable input across a variety of projects.

Online Survey

DRG will prepare, develop, host, and analyze an online survey designed to gather resident feedback on key aspects of Montebello's urban forest. The survey will solicit public input on the quality and extent of urban forest services, perceived health and coverage of the tree canopy, community priorities for future investment, and preferences for urban forest management strategies. We recommend launching the survey concurrently with the virtual community meeting and workshop. This timing encourages attendees to share the survey with family, friends, and neighbors, while also ensuring that individuals who are unable to attend the meetings still have an opportunity to provide input.

In person Presentation

DRG will prepare and deliver one presentation to a governing body, such as the City Council, Planning Commission, or Parks & Recreation Commission, to communicate the key elements of the UFMP. The presentation will summarize the plan's purpose, highlight major findings, and outline actionable recommendations to support informed decision-making.

Plan Development

Process, Deliverables, and Milestones

The UFMP development process by DRG is rooted in collaborative efforts and comprehensive research. Our adaptive approach begins with inclusive stakeholder engagement to gather insights and align objectives. Research encompasses historical regulations, policies, and community input, guided by both stakeholder input and DRG's expertise. The resulting narrative text, authored by experienced urban forestry specialists, encompasses various aspects such as programming, policy, management, best practices, partnerships, planting strategies, and community engagement. Throughout the process, findings from meetings, interviews, and surveys inform plan development. The UFMP aims for clarity, relevance, and achievability, addressing challenges with practical and measurable solutions. Adopting an adaptive approach, DRG ensures the plan remains dynamic, guiding sustainable management practices and enhancing urban green spaces' resilience and vitality.

Background Review

Planning and resource development for an Urban Forest Management Plan (UFMP) is typically led by the governing entity responsible for the urban forest. DRG will review all relevant materials related to the City's Urban Forestry Program to assess alignment with stated goals, identify strengths, and pinpoint areas for improvement. This review will include relevant plans, policies, operational documents, and reports. As previously noted, DRG will benchmark the program against industry-recognized tools and standards to support a thorough audit of current practices.

Review and Recommend Tree List

The development and implementation of a tree species list and plan can direct future planting efforts by identifying species, spacing, and growth characteristics to maximize the shade canopy on streets, neighborhoods, and historic areas. In doing so, we will determine which species have the potential to thrive and are most suitable for the regional growing zone.

The development of a climate-adapted tree species list will guide future efforts to grow a more resilient and sustainable urban forest. This list will prioritize species that are well-suited to the region's current and projected climate, helping to ensure long-term tree health and canopy performance. DRG will recommend long-lived species, adapted to local site conditions, and capable of maximizing canopy benefits—including shade, carbon sequestration, and cooling—within spatial constraints. The list will also emphasize diversity to avoid over-reliance on a single species, reduce vulnerability to pests and disease, and promote overall ecosystem resilience. By focusing on trees that are likely to thrive in a changing climate, this approach supports a forward-looking, equitable, and sustainable vision for the City's forest.

Best Management Practices

DRG will draw on Davey's experience and expertise in urban forestry and arboriculture to develop a comprehensive set of best management practices that can be applied across a wide range of urban forest management activities in the City. This effort will incorporate current research, stakeholder collaboration, and assessments to ensure the best management practices are practical, science-based, and responsive to local conditions.

To support this work, DRG will facilitate working group sessions to gather input and ensure the best management practices reflect community values and priorities. The collaborative process will allow for the adaptation of practices to the specific environmental and operational context of the County.

The best management practices will be grounded in nationally recognized standards developed by organizations such as the International Society of Arboriculture (ISA), the Tree Care Industry Association (TCIA), and the American National Standards Institute (ANSI). DRG will present draft best management practices to working groups for review and refinement, fostering shared ownership and support for implementation. Aligning these practices with trusted industry benchmarks will enhance transparency, build community trust, and support consistent, high-quality care across Montebello's urban forest.



Implementation and Monitoring Framework

DRG will develop an implementation framework to ensure the UFMP is not only adopted but effectively carried out. In collaboration with the Advisory Working Group, we will outline a suggested structure for monitoring tree planting, maintenance activities, and the urban forest's impact on reducing extreme heat and advancing equity goals. This framework will support ongoing evaluation of progress and guide adaptive management to keep the plan aligned with Montebello's long-term vision for a resilient and inclusive urban forest.

Designing Montebello UFMP

DRG has extensive experience in developing UFMPs that align research, best practices, and stakeholder input to support sustainable urban forestry. For the City of Montebello, DRG will integrate insights from City staff, community members, and stakeholders to create clear, actionable strategies for protecting, maintaining, and equitably expanding the urban forest.

Our process is collaborative and informed by research-based planning. It begins with engagement and a review of existing policies, operations, and community input. The resulting plan will address programming, policy, management practices, planting strategies, and partnerships. DRG's urban forestry professionals will ensure the plan is relevant, practical, and measurable, designed to respond to local challenges and support long-term goals. While the following description outlines our standard approach, the timeline and details will remain flexible to reflect the City's evolving needs and vision.

The final UFMP will synthesize findings from the urban forest assessment, operations review, and stakeholder engagement to ensure recommendations reflect local conditions, priorities, and capacity. The plan will be designed for clarity and usability, with a layout that supports implementation, monitoring, and long-term adaptability. It will provide guidance on best management practices, policy updates, funding strategies, and approaches to addressing canopy inequities. The UFMP will be delivered in PDF format and will include, at a minimum, the following core components:

- Executive Summary
- Acknowledgments
- Introduction
- The State of the Urban Forest:
 - Tree Canopy & Land Cover Assessment
 - Regulations and Policies
 - Urban Forestry Operations
 - Benefits of trees and canopy cover
 - Existing programs and partnerships
 - Summary of key challenges and opportunities for the urban forest
- Community Voices:
 - A summary of community engagement activities and outcomes
- Roadmap for an Equitable and Resilient Urban Forest
 - Goals, Objectives, and comprehensive actions
 - Key performance indicators
 - Implementation and Monitoring
 - Framework timeline and milestones (adaptive and dependent upon resources and current priorities)
 - Climate Resilient Tree List Summary
- Appendices
 - Background and Operations Report
 - Ordinance Audit
 - Tree Canopy & Land Cover Assessment Report
 - Climate Resilient Tree Species List
 - References and Definitions

UFMP Draft 1

Draft 1 is minimally formatted, comprehensive, and (at least) 85% complete. This draft is intended for review by the City and project team members. DRG requests consolidated feedback from all reviewers and we are happy to facilitate working group meetings to resolve any conflicts. Once feedback on the first draft is resolved and there is consensus on the final elements to be included in the plan, DRG will begin the design phase and layout for Draft 2.

UFMP Draft 2

Draft 2 is fully formatted in a professionally designed layout and (at least) 95% complete. The City UFMP will be visually pleasing. We will work with you to develop design and style guidelines early in the planning process so that all documents and outreach materials have a branded, recognizable, and cohesive appearance. If a UFMP website is desired, we are happy to discuss this option. Draft 2 is suitable for public release and review by all stakeholders. DRG will collaborate with the City project team to resolve all feedback and reach a consensus on revisions for a final UFMP.

UFMP Final

DRG will deliver a final UFMP that communicates a unified vision for the urban forest and serves the needs and direction of the City, its municipal partners, stakeholders, and community partners.

Conflict of Interest Statement

Davey Resource Group, Inc. (DRG) affirms that neither the company, its parent organization (The Davey Tree Expert Company), nor any members of its Board of Directors have any conflict of interest with the City of Montebello. DRG has no financial, personal, or organizational interests that would interfere with, or reasonably be perceived to interfere with, the impartial and objective performance of services for the City.

Schedule

DRG is confident in our ability to deliver the Urban Forest Management Plan (UFMP) on time and within a 12-month timeframe. The following represents a general timeline, which will be finalized upon contract execution and during our initial meeting with the City.

Month	1	2	3	4	5	6	7	8	9	10	11	12	13
Kickoff meeting													
GIS Land Cover Assessment													
Tree Canopy & Land Cover Assessment Report													
Develop a Public Outreach Plan													
Status/check in meetings - ongoing													
Background and Operations review													
Stakeholder interviews													
Working group meetings (TBD as needed)													
Tree Species Recommendations													
Ordinance Recommendations													
Community Meeting (in person, online)													
Survey/ Storymap													
City Council Presentation (TBD)													
Draft 1 UFMP													
City review period - Draft 1													
Draft 2 UFMP													
City review period - Draft 2													
Final UFMP													

Cost

Task	Type	Cost	Task Total
Background and Operations Review, including KO and Project Administration			\$45,434
Kickoff meeting - onsite, including prep/follow up	FFP	\$6,879	
Background review	FFP	\$5,639	
Ordinance review	FFP	\$7,918	
Tree List - review/update w/climate ready species	FFP	7,519	
Operations review	FFP	\$7,828	
Stakeholder interviews (onsite)	FFP	\$9,651	
Project administration/management	FFP	\$13,227	
Urban Forest Assessment/Analysis			\$31,111
Resource Analysis (i-Tree Eco) Summary Report - Tree Inventory	FFP	\$8,474	
Historic change assessment	FFP	\$2,573	
Land cover metrics	FFP	\$1,633	
Ecosystem services	FFP	\$1,835	
Priority planting plan - w/tree placement model	FFP	\$3,538	
Socioeconomic/Equity analysis	FFP	\$3,130	
Tree Canopy & Land Cover Assessment Summary Report	FFP	\$7,206	
Report maps	FFP	\$2,722	
Community Engagement			\$32,503
Community Engagement Plan	FFP	\$4,201	
StoryMap	FFP	11,000	
Workshop/Open House - One onsite	FFP	\$4,700	
Presentation - One virtual, recorded	FFP	\$2,800	
Online survey (develop, host, analyze)	FFP	\$4,511	
Council/Board Presentation - onsite	FFP	\$5,291	
Urban Forest Master Plan			\$47,085
UFMP: includes Draft 1, Draft 2, delivered as PDF	FFP	\$38,550	
Custom Design and Style Guide	FFP	\$885	
Editor, Layout and Design	FFP	\$7,650	
Total All Tasks			\$156,133

Client Responsibilities

- Provide DRG with imagery, maps, and data files.
- Provide daily contact information and directions during the project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of the project
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

Terms and Conditions

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense. If the Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.

Limited Warranty

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



CONTRACTOR BID INFORMATION

THE UNDERSIGNED AFFIRMS THAT IT IS DULY AUTHORIZED TO SUBMIT THIS BID, THAT THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER RESPONDENT, AND THAT THE CONTENT OF THIS BID HAS NOT BEEN COMMUNICATED TO ANY OTHER RESPONDENT. CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Name of Company:	Davey Resource Group, Inc.
Company Address:	295 S. Water St., Suite 300 Kent, Ohio 44240
Project and Location:	Urban Forest Management Plan - City of Montabello
Fed Tax ID#:	82-1948528
City of Ceres Buss. License #:	Will obtain upon award CA License #1070485
W-9 (If this is first time doing business with the City of Ceres)	Please see attached
E-mail information or clarification in the form of addenda was received?	amber.krebbers@davey.com
Dept. of Industrial Relations (DIR) # (\$25,00.00 and over) and address if different than above location:	PW-LR-1000408493
Name of Project Manager :	Amber Krebbers
Representative's E-mail:	amber.krebbers@davey.com
Representative's Phone #:	805-235-3632
\$2,000,000 Certificate of Insurance:	Yes, please see attached
City Council Approval Date (\$25,000.00 and over)	
Name/Title of Authorized Signer:	Amber Krebbers, Regional Operations Manager
Authorized Signature	

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) DAVEY RESOURCE GROUP, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 295 SOUTH WATER STREET, STE 300 REMIT TO: PO BOX 773218	Requester's name and address (optional)
6 City, state, and ZIP code KENT, OH 44240 DETROIT, MI 48277-3218		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
8	2	-	1	9	4	8	5	2	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Jennifer Calcei, Mgr Indirect Tax</i>	Date 01/02/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2025

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 MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Marsh U.S. Operations & Technology PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com FAX (A/C, No):
104370 RESOU KLUCZ	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Davy Resource Group, Inc. 295 S. Water Street, Suite 300 Kent, OH 44240	NAIC # 24147

COVERAGES**CERTIFICATE NUMBER:**

CLE-006313011-39

REVISION NUMBER: 31

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 ☐ PRO-JECT ☐ LOC OTHER:			MWZY 314042 25	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MWTB 314041 25	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	N/A	MWC 314040 25 (AOS)	09/01/2025	09/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers Compensation			MWXS 314043 25 (NC, OH, PA, WA)	09/01/2025	09/01/2026	Workers Compensation Statutory
A	SIR: \$5,000,000			MWXS 316391 25 (CA)	09/01/2025	09/01/2026	Employer's Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

*Davy Resource Group, Inc.
295 S. Water Street, Suite 300
Kent, OH 44240

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

Marsh USA LLC

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AGENCY CUSTOMER ID: CN101565730

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED Davey Resource Group, Inc. 296 S. Water Street, Suite 300 Kent, OH 44240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota
Employers Liability is covered by policy number MWC 314040 25.

EXHIBIT B

2025 URBAN FORESTRY MANAGEMENT PLAN

BID LIST

To the City Council of the City of Ceres, California:

The undersigned declares that he has carefully examined the proposed work and the Scope of Services/Specifications, and being familiar with all the conditions to complete all the work in accordance with said Scope of Services/Specifications for the prices set forth in the following schedule:

Item	Appx. Quantity	Unit	Unit Price in Words	Unit Price	Amount
1	1	LS	2025 Urban Forestry Management Plan		
TOTAL:					156,133

Signature: _____

Date: 09/25/2025

Company: Davey Resource Group, Inc.

P.O. Box 5321

Larkspur, CA 94977

2025 URBAN FORESTRY MANAGMENT PLAN

BID FORMS AND RELATED DOCUMENTS

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS (FORM A)

List requests for bid clarifications and exceptions below, if any, sign and submit with your bid response. Attach additional pages if necessary.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	
			See comments on following pages

PROFESSIONAL SERVICES AGREEMENT NO.

CITY OF MONTEBELLO PROFESSIONAL ON-CALL SERVICES AGREEMENT NO. _____ WITH _____

THIS PROFESSIONAL ON-CALL SERVICES AGREEMENT ("Agreement") is made and entered on _____, **2025** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____, a California corporation (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide on-call _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. **RFP** _____
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. **RFP** _____
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.

A. All terms, conditions, requirements, and provisions of the Proposal for labor and materials to provide emergency response services ("Proposal"), as such is set forth fully in **Exhibit A** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

PROFESSIONAL SERVICES AGREEMENT NO.

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 on as-needed case by case basis for performance of the Professional Services as set forth in **Exhibit B** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall not commence work without a fully executed task order(s) signed and executed by the City Manager and compensation is based on the individual task order(s) and each task order(s) must provide an itemized billing statement to the CITY when each task order(s) is performed and completed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire on _____, unless extended or terminated earlier as hereinafter provided.

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 applicable 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 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 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, for a period of not less than five (5) years. Said documents shall be made available for inspection by the CITY upon request and following reasonable notice during the retention period.

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

PROFESSIONAL SERVICES AGREEMENT NO.

written products shall be returned to the CITY upon the termination or expiration of this Agreement. This Section shall not apply to any existing intellectual property owned by the CONSULTANT and used during the performance of this Agreement but shall be limited to new inventions created during the performance of this Agreement. All inventions, discoveries, documents, works of authorship, methods, and the derivative works thereof, developed or created by the CONSULTANT prior to the start of the work shall remain the sole and exclusive property of the CONSULTANT. 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 reasonable expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any reasonable 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 Compensation for those Professional Services satisfactorily 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

PROFESSIONAL SERVICES AGREEMENT NO.

incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No 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 CONTRACTOR.

a. The CONSULTANT 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 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 subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS 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

PROFESSIONAL SERVICES AGREEMENT NO.

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 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 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 t h e 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.

During the term of this Agreement and for a period of one (1) year after the expiration or earlier termination of this Agreement, tThe 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 to the proportionate extent caused by arising out of the CONSULTANT's negligent or wrongful act, or willful omission under the terms of this Agreement, ~~except only liability arising out of the sole negligence of the CITY.~~ CITY shall not be required to indemnify, defend, protect or hold harmless the CONSULTANT. CONSULTANT's indemnity, defense, and hold harmless obligations will not extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the indemnified party or other third party not controlled by CONSULTANT; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party. CONSULTANT retains the right to select counsel reasonably acceptable to the indemnified party, and the indemnified party will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which CONSULTANT is providing defense or indemnification. In addition, in no event will CONSULTANT be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and in no event will CONSULTANT's aggregate liability arising out of this Agreement, or the services performed exceed the amount of the applicable insurance limits set forth in this Agreement.

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

PROFESSIONAL SERVICES AGREEMENT NO.

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 ~~of 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 ~~of 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 ~~of no less than~~ \$2,000,000 per occurrence or claim, \$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 CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service ~~and at least fifteen (15) business days prior to the expiration of any policy.~~ Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: coi@montebellocity.gov

PROFESSIONAL SERVICES AGREEMENT NO.

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 subcontractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of

PROFESSIONAL SERVICES AGREEMENT NO.

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 subcontractors. 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 the 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.

PROFESSIONAL SERVICES AGREEMENT NO.

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.

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: Raul Alvarez, City Manager
1600 West Beverly Boulevard Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Department of Finance
Attn: Michael Solorza
1600 West Beverly Boulevard Montebello, CA 90640
(323) 887 -1200
msolorza@montebellocal.gov

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

PROFESSIONAL SERVICES AGREEMENT NO.

With a copy to: Davey Resource Group, Inc.
Attn: Legal Department
295 S. Water Street
Kent, OH 44240

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 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, subcontractor, 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 subcontractor 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.

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 t h e 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 24. 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]

the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising ~~out of or incidental to~~caused by any negligent or wrongful acts or omissions listed above by ~~any person or entity (including~~ Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of ~~all consequential~~damages; reasonable attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

2025 URBAN FORESTRY MANAGMENT PLAN

BIDDER'S ACKNOWLEDGEMENT

(FORM B)

BIDDER makes the following representations and acknowledgments:

- A. Bidder has had an opportunity to examine and has examined all of the bid documents, and has, from the information contained in such documents and data, fully acquainted itself with all conditions relevant to the work. The term "bid documents" includes all documents included and referenced in the document entitled "BID DOCUMENTS".
- B. Bidder has made all reasonable investigations essential to a full understanding of the difficulties which may be encountered in performing the work.
- C. Bidder will complete the work for the compensation stated in its bid.
- D. Bidder assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. Bidder represents that Bidder is fully qualified to do the work in accordance with the terms of the bid document.
- F. Bidder currently holds a valid contractor's license with the State of California.

Contractor's License Number: 1070485

Type or Class: C61/D49

Dated: Expires 11/30/2026, 2025

Bidder: Davey Resource Group, Inc.

Firm Name (Type Or Print)

By: 
(Signature)

Amber Krebbers

(Typed Or Printed Name)

Regional Operations Manager

Title or Capacity Of Person Signing This Document

2025 URBAN FOREST MASTER PLAN REFERENCES (FORM C)

Bidders shall provide a list of three (3) current or former clients in the area provided below. References shall be provided as required in the bid specifications, terms and conditions. References should have similar volume and requirements to those outlined in these specifications, terms and conditions.

All bidders must provide a list of references identifying prior experience in the same type of work requested by the City under **Scope of Work**, demonstrating a thorough understanding of 2025 Urban Forestry Management Plan services. Bidders failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the bidder's performance record on work similar to that described in this bid. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	City of Rohnert Park - Municipal Tree Inventory, Urban Forest Management Plan
Address:	600 Enterprise Drive
City, State, Zip Code:	Rohnert Park, CA 94928
Contact Person:	Brandon Keck, City Arborist
Telephone Number:	707-588-3330/bkeck@rpcity.org
Type of Business:	California municipality
Date of Service:	Inventory completed 2024, Urban Forest Management Plan still in progress

Company Name:	City of Newman, California - Municipal Tree Inventory, Urban Forest Management Plan
Address:	938 Fresno Street
City, State, Zip Code:	Newman, CA 95360
Contact Person:	Thomas Spankowski, Public Works Director
Telephone Number:	209-862-4448/tspankowski@cityofnewman.gov
Type of Business:	California municipality
Date of Service:	Completed 2025

Company Name:	City of Davis, CA - Municipal Tree Inventory and Urban Forest Master Plan
Address:	1717 5th Street
City, State, Zip Code	Davis, CA 95616
Contact Person:	Charlie Murphy, City Forester
Telephone Number:	530-757-5633/cmurphy@cityofdavis.org
Type of Business:	California municipality
Date of Service:	Project completed 2024

4. Employer's Liability: **\$1,000,000** Per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by the contractors.

SPECIFICATIONS FOR COMMON SITUATIONS

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity. At the option of the entity, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the entity, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The entity, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days

prior written notice by certified mail, return receipt requested, has been given to the entity.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SPECIFICATIONS FOR COMMON SITUATIONS (continued)

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the contractor, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the entity. This is only a recommendation. The entity may decide to accept an insurer with a rating of less than A:VII depending on various circumstances.

It is also recommended that the insurer for the contractor/consultant/vendor/lessee be "admitted" in California. This means that the insurer is licensed to do business in California, is subject to his insurance regulations and contributes to the guarantee fund. However, there may be situations where a non-admitted insurer will have more financial strength (and the ability to respond to claims) than some admitted insurers. Please contact your broker, legal counsel or BRS when faced with this situation.

Those recommendations are applicable to almost any risk and exposure discussed in this manual.

Verification of Coverage

Contractor shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements should be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies confirm to the requirements. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate a waiver of these insurance requirements. The entity reserves the right to require complete, certified

copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Nathan Davila

Senior Associate Consultant

Nathan Davila is a senior associate consultant at Davey Resource Group, Inc. (DRG), specializing in urban forestry planning. In his role, Nathan manages a variety of urban forestry projects, including management plans, master plans, operational reviews, ordinance assessments, website development, and public outreach campaigns. His responsibilities involve preparing project budgets and proposals, coordinating data analysis, and ensuring that each project meets and exceeds client expectations. He oversees multiple concurrent projects, focusing on the timely delivery of high-quality reports and actionable solutions.

He joined DRG in 2019 bringing a strong background in urban and utility forestry. Part of his experience includes conducting tree risk assessments along major utility rights-of-way throughout California and leading the development of San Diego Gas and Electric's Sustainable Tree Program. Under Nathan's leadership, this program successfully distributed and planted over 40,000 trees within three and a half years. Additionally, he co-developed and became a lead instructor for the Utility Vegetation Management Pre-Inspector Training Program in partnership with the Foundation for California Community Colleges at Butte College in Chico, California.

Nathan is also active in the arboriculture and forestry industry, continuously connecting with industry leaders to enhance his knowledge and share insights. He has published an article in the New York State Urban Forestry Council's Taking Root Newsletter and frequently presents at urban forestry regional and national conferences.

His contributions to urban forestry have earned him the 2023 Rising Star Award from the San Diego Regional Urban Forests Council and the 2021 Award for Best Innovative Urban Forestry Program.

Notable Project Experience

- Senior Consulting Utility Forester – Utility Vegetation Management Programs (San Diego Gas and Electric, Southern California Edison, Pacific Gas and Electric)
- Project Manager – San Diego Gas and Electric Sustainable Tree Program



Education

- B.A., Earth and Environmental Science, University of California, Los Angeles
- A.A., Mathematics and Pre-Engineering Studies, San Diego Mesa College

Credentials

- International Society of Arboriculture (ISA) Certified Arborist, WE-12821AU
- ISA Certified Utility Specialist
- ISA Tree Risk Assessment Qualification (TRAQ)
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Advanced GIS Mapping
- TreeKeeper®/My ROW Keeper / ResourceKeeper Software
- Post-Wildfire Tree Risk Assessment Emergency Response
- Public Outreach and Communication Training
- DRG Manager-in-Training Certification
- Graphic Design
- Website Design

Professional Affiliations

- International Society of Arboriculture—Western Chapter, Member
- San Diego Regional Urban Forests Council
- Urban and Community Forestry Society



Education

- B.S., Biology, Northern Arizona University

Certifications

- Adult First Aid/CPR/AED, American Red Cross

Ryan Veiga

Junior Environmental Consultant

Ryan Veiga is a Junior Environmental Consultant with Davey Resource Group, Inc. (DRG) in northern California. Ryan brings over four years of industry experience to DRG in the natural resource conservation field, with experience working in various areas, including urban forestry and utilizing i-Tree suite. He has served in several roles for AmeriCorps, the United States Forest Service, and the Bureau of Land Management in select western states.

As a junior environmental consultant with DRG, Ryan works closely with other consultants and assists them with various projects, data organization, and analysis.

Throughout his career, Ryan has had experience in record-keeping, including specific areas of improvement regarding urban forestry. Additionally, one of Ryan's initial projects with DRG included a resource analysis for the City of South San Francisco, where he analyzed the city's tree data using i-Tree Eco. Further, he developed a full write-up to aid managers in evaluating the health and economic significance of the City of South San Francisco's tree resource.

Ryan has also used his various skills on reports for Los Angeles Parks and Recreation and the City of Los Angeles by utilizing Adobe InDesign for the layout population. He also performed background research for assessments of the Cities of Watsonville, CA, and Carmel-by-the-Sea, CA, in addition to policy and code review or summarization.

Maegan Blansett

Arborist

Maegan Blansett is a consultant and an inventory arborist with Davey Resource Group, Inc. (DRG). She has worked with communities throughout the U.S. and Colorado to develop their urban forest resources. She is well versed in producing urban tree canopy assessments and reporting, including identifying client goals, data preparation and analysis, and designing and presenting the final report. Maegan leverages her experience to develop creative and informative assessments and reports for a variety of clients.

Before joining DRG, Maegan worked with another urban forestry firm, where she contributed to producing urban tree canopy assessments and the subsequent planning documents and assisted leadership with general task management, training, and oversight. She was instrumental in developing the urban forest master plan for Colorado Springs. Prior to working as an urban forestry consultant, Maegan was an oak health monitoring specialist and, as such, recruited, trained, and managed volunteers; conducted surveys; and assessed their results as a team leader for the 2015 Street Tree Census for NYC Parks.

In addition to her professional endeavors, Maegan is dedicated to community involvement and actively volunteers with the Arbor Day Foundation and Denver Digs Trees.

Notable Project Experience

- Shea Properties | Denver Tech Center Field Inventory | Inventory Arborist
- Los Angeles Urban Forestry Division | LA Streets Field Inventory | Inventory Arborist
- Gig Harbor, WA | Gig Harbor Urban Tree Canopy Assessment | Inventory Arborist
- Sammamish, WA | Sammamish Urban Forest Inventory and Resource Analysis | Inventory Arborist
- Jamestown, NY | Jamestown, NY, Urban Forest Inventory Analysis | Inventory Arborist
- Edgewater, CO | Edgewater, CO, Urban Forest Management Plan | Inventory Arborist



Education

- M.S., Environmental Science and Management, University of California, Santa Barbara
- B.A., Geography: Earth Systems Science, University of California, Berkeley

Credentials

- International Society of Arboriculture (ISA) Certified Arborist, RM-8673A
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Municipal Forestry Institute, Urban and Community Forestry Society
- Woody Plants and Conifers, Front Range Community College
- Citizen Pruner, Trees New York

Volunteer Opportunities

- Denver Digs Trees
- Arbor Day Foundation



Education

- Ph.D., Bioagricultural Sciences and Pest Management with an emphasis in Plant Pathology, Colorado State University
- M.S., Bioagricultural Sciences and Pest Management with an emphasis in Entomology, Colorado State University
- B.S., Plant Biology and Insect Science, Minor in Biology, University of Nebraska-Lincoln

Certifications

- Adult First Aid/CPR/AED, American Red Cross

Professional Affiliations

- American Phytopathological Society Of America, Member
- Entomological Society of America, Member

Rachael Sitz, Ph.D.

Associate Consultant

Rachael Sitz is an associate consultant with Davey Resource Group (DRG). Rachael joined DRG in 2019 after ten years of experience researching insect pests and diseases impacting urban trees. She has experience in guiding tree care professionals on the proper timing to manage pests and diseases and suggestions for practical management options.

Rachael is responsible for researching and writing urban forest management plans and detailed technical reports for clients throughout the western United States. She has played a primary role in developing a Pest Management Plan for the Colorado State Forest Service and Urban Forestry Plans for California communities, including Artesia, Garden Grove, and Yuba City, as well as a Street Tree Plan for Santa Cruz.

She has made significant contributions to over 15 peer-reviewed scientific publications and general reports on the interactions between insects and plant pathogens, means of pest and pathogen spread, and the basic biology of insect pests. She is a member of the American Phytopathological Society of America and the Entomological Society of America. Rachael holds a Ph.D. and Master's degree in Entomology and Plant Pathology from Colorado State University and Bachelor's in Insect Science and Plant Biology from the University of Nebraska-Lincoln.

William D. Ayersman, GISP, MS

Project Manager, GIS & Remote Sensing Services

William D. Ayersman, GISP, MS, is the geospatial services manager with Davey Resource Group, Inc. (DRG). He has extensive experience applying spatial analysis and predictive modeling to natural resources, including identifying right-of-way clearance concerns, assessing tree health and identifying species, and understanding climatic, social, and environmental concerns. His daily responsibilities involve the management of GIS and remote sensing projects that include imagery and LiDAR analysis, generating custom maps and reports, and creating and designing predictive and suitability models. Since 2011, he has been the project lead on all urban and utility forestry projects.

Will is essential in developing innovative GIS tools and solutions, focusing on the urban canopy effects of stormwater, watersheds, and ecosystem cost/benefits analysis. He has experience and knowledge in forestry resource management, cartography, landscape metrics, and spatial statistics. He also oversees the collection of our drone LiDAR program and routinely calculates LiDAR-derivatives such as surface models, terrain models, and vegetation height models. In addition, Will has experience during his tenure at West Virginia University updating wetland layers for environmental projects.

Examples of his work directly related to this project include over 220 GIS assessments of vegetation, over 30 LiDAR-based projects, numerous cost estimates, and comparison quotes.

Notable Project Experience

- Allegheny County, PA | LiDAR Analysis for Tree Canopy Change | Project Manager
- Wake County, NC | Wake County Tree Canopy Assessment and Change Detection | Project Manager and Lead GIS Analyst
- Charlotte, NC | Land Use Change Detection and Analysis | Lead GIS Analyst
- West Virginia DNR | Wetland Change Detection and Mapping | GIS Analysis and Modeling
- ODOT | Bee Pollinator Plot Research | Lead GIS Analyst for Pollinator Garden Site Selection



Education

- M.S., Forestry, West Virginia University
- B.S., Forest Resource Management, West Virginia University

Credentials

- Certified Geographic Information Systems Professional (GISP), #72590
- Adult First Aid/CPR/AED, American Red Cross

Professional Affiliations

- American Society of Photogrammetry and Remote Sensing (ASPRS)
- Association of American Geographers (AAG)
- Ohio Urban Regional System Association (URISA), Ohio Chapter

Presentations

- MAC-ISA Mid-Atlantic Conference. "Inventories—From Simple to Complex: Urban, Community, and Utility Applications," October 6, 2020, Virtual Platform
- Society of Municipal Arborists Conference. "How Story Maps Can Be Used As An Effective Public Outreach Tool," November 19, 2019, Cleveland, Ohio
- Environmental Concerns in Right-of-Way Management Conference. "A Proactive Approach for ROW Vegetation Management Using GIS and Remotely Sensed Data," September 26, 2018, Denver, Colorado

Jessica Atsas

Marketing Designer

Jessica Atsas is a marketing designer with Davey Resource Group, Inc. (DRG). Jessica has over 16 years of industry experience in print and digital design, including publication layout, branding and identity, digital photo manipulation, and marketing.

With DRG, Jessica is responsible for supporting the layout and creation of competitive bids and billable projects, such as urban forest master plans, custom illustrations, and custom reports. She supports all DRG Environmental Consulting teams nationwide to provide design and marketing support services for their projects.

Before joining DRG, Jessica began her career as a graphic designer in an advertising agency, then as the Assistant Director of Branding with a university athletic department, and as a small business owner providing graphic design services to various local businesses. Throughout her career as a graphic designer, she has had the opportunity to create award-winning and nationally recognized projects.

Jessica's professional projects include 200-page sports information media guides, editorial layouts, advertisements in print and digital outlets, infographics, brochures, logo and identity design, flyers, signage, and various print and digital projects while understanding the importance of maintaining brand standards. She has over a decade of experience in pre-flighting files, prepress, and printing processes for offset and digital methods.

Jessica is also a volunteer for Orca Conservancy, a non-profit organization focusing on the threats facing the critically endangered Southern Resident killer whale population.



Education

- B.F.A. Graphic Design, minor in Advertising and Public Relations, Youngstown State University

Credentials

- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Adobe Creative Suite (InDesign, Photoshop, Illustrator)

Contact Information:
Victor Gonzalez, VP
2200 E. Via Burton
Anaheim, CA 92806
vgonzalez@wcainc.com
714-991-1900



Setting the Gold Standard
by partnering with over 350 communities

City of Montebello
RFP No. 26 – 02
Urban Forest Management
Plan

Due: Thursday, September 25, 2025 at 11:00am



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #100000956

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September 24, 2025

City of Montebello
Public Works Department
Attn: Cesar Roldan, Director of Public Works Department
1600 W Beverly Boulevard
Montebello, CA 90640

RE: RFP No. 26 – 02 Urban Forest Management Plan
Due: Thursday, September 25, 2025 at 11:00AM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal to develop an Urban Forest Management Plan for the for the City of Montebello. WCA is a family-owned and operated company employing over 1,300 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. We hereby acknowledge receipt of Addendum 1.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 53-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 100 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Tim Crothers, Plant Health Care Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-1980 or tcrothers@wcainc.com.

Sincerely,

Patrick Mahoney, President

West Coast Arborists, Inc.

2. PROJECT UNDERSTANDING & APPROACH

Project Understanding

We understand that the City of Montebello, in partnership with CAL FIRE, seeks a consultant to lead the development and implementation of a comprehensive Urban Forest Management Plan (UFMP). This initiative will enhance the City's urban forest infrastructure, engage residents through education and volunteerism, and ensure long-term maintenance and resilience of new tree plantings. Our team is fully prepared to support the City in achieving these goals through strategic planning, effective community outreach, and implementation of industry best practices.

Project Approach

A. Project Management

- Assign a dedicated project manager as primary liaison with City Public Works staff.
- Establish a clear work plan, timeline, and communication protocols.
- Host regular biweekly or monthly coordination meetings to ensure progress aligns with City goals and resources.

B. Community Engagement

- Organize and lead five (5) community workshops across varied locations and times to present data and gather feedback.
- Participate in additional City and regional events to maximize outreach.
- Design and administer an Urban Forestry Community Survey, prefaced with current canopy and inventory assessment summaries, to collect insights on community priorities and climate resilience awareness.
- Develop climate-ready tree care materials and distribute at events and workshops.

C. Urban Forest Management Plan (UFMP) Development

- Develop a UFMP that incorporates:
 - Community feedback
 - Canopy and inventory data (provided by others)
 - Quantified benefits (carbon sequestration, shade, energy savings, etc.)
 - Strategic goals and routine maintenance protocols
 - Recommended species list and planting guidelines
 - Evaluation and monitoring tools
- Align UFMP with ISA standards and urban forestry best practices.
- Present a draft UFMP to City Council, stakeholders, and residents; revise based on feedback for final adoption.

What is a Urban Forest Management Plan?

An Urban Forest Management Plan (UFMP) is a guide to help manage the urban forest, now and in the future. This is an opportunity to document the community's urban forest resources and identify goals for preservation, enhancement, and restoration. It is a roadmap that creates a shared vision for the future of an urban forest tree canopy.

A UFMP includes an inventory of the existing tree population, identifies new tree planting locations, specifies canopy goals, management objectives, maintenance tasks and actions, green waste and wood recycling, best practices for wildlife and tree risk and health monitoring plan.



Why Do We Need One?

Trees are an essential aspect of the landscape and have had a tremendous role in shaping the way people see their community. Proper planting of more trees and caring for our existing trees can help assure a healthy urban forest for generations to come. Trees offer many benefits: from the shade and cooling of our streets; the habitat they provide for local fauna and the grace and beauty they add to our urban environment. However, planting and maintaining street trees requires a coordinated approach and this master plan will help by providing:

- **A sound framework for the selection, use and maintenance of trees**
- **Better tools for the planning and budgeting of future tree planting projects**
- **Improved techniques for tree planting and protection**

The UFMP presents an opportunity to link and integrate with other key plans and initiatives in the community that are relevant to trees. Policies, goals, maintenance budgets, and public education programs involving trees now exist in multiple silos throughout the community. In order for our collective efforts to be effective, it is essential that the UFMP make an attempt to span these silos, and for staff and stakeholders to work in unison.

Increased Public Safety

All public works agencies know that a large part of their primary mission is to assure safety and manage risk related to public infra-structure. A tree inventory and management plan will provide lists of trees requiring priority removal and pruning that a manager can carry out within the limits of budget and time. The inventory can be used subsequently to monitor trees for safety risks on a continual basis. By implementing recommendations made in the management plan, storm damage risks will also decline.

Increased Efficiency

Once an inventory has identified the work to be done and a management plan has prescribed a maintenance program, a manager can execute that work in a much more efficient manner than

before. By scheduling all work in a given area to be done at the same time (rather than by reacting to single requests) the savings in travel and setup time are substantial, with historical examples showing about a 50 percent reduction in cost—especially when a system of rotational work and/or preventative maintenance is adopted. There is also increased efficiency in the office created by using an electronic inventory to locate and manipulate records and select and schedule work. The efficient response to citizen requests and questions also improves customer service.

Facilitate Short- and Long-term Planning

Planning can be made for both short term and long term by utilizing the results of the tree inventory in conjunction with the UFMP. Maintenance and planting needs can be identified and budgeting for the future can be better managed.

Justify Budgets

The UFMP provides the data and analysis needed to determine specific levels of funding for tree maintenance and tree planting projected over a multi-year period. With accurate data, a manager can establish, prioritize, and justify annual budget requests. The tasks and associated costs are clearly spelled out in the plan and can be supported by detailed lists. Many public works managers have found that they have much greater success with budget requests that are based on the analysis of high-quality data. Also, a good inventory provides a solid basis for grant applications.

Documentation

For many reasons, public works managers are frequently asked to provide documentation of their actions. This documentation can range from annual work accomplishments to a contractor's costs per tree, from a removal list to a specific service request. Some requests may be routine, while others may have strong budgetary or even legal implications. The Urban Forest Management Plan and ArborAccess make such documentation very easy through reports that are included in the plan or that can be generated from the inventory database. ArborAccess come with standard reports, and there is usually a mechanism for creating special reports.



What Is Included?

The UFMP is tailored to the Agency's needs based on the current needs and how the Agency wishes the forest to be managed in the future. A typical plan can take up to a year and involves outreach to the residents and business owners in the community to incorporate their feedback.

Sample Urban Forest Management Plan

Anticipated sections of the UFMP:

- **Executive Summary**
 - History and Background
- **Inventory Report**
 - Canopy Assessment
 - Priority Trees
- **Urban Forest Operations**
 - Maintenance Program
 - Maintenance Schedule
 - Standards and Best Management Practices
 - Plant Health Care & Risk Assessment
 - Green Waste and Urban Wood Recycling
 - Emergency Operations
 - Wildlife Protection
- **Climate Resiliency**
 - Tree Palette
 - Planting Plan
 - Reduction of Urban Heat Island Effects
 - Planning, Development, and Infrastructure
 - Sustainability
- **Public Participation**
 - Education-Tree City USA
 - Tree Ordinance
 - Caring for Private Trees
 - Resources and Guides for Homeowners and Businesses



Sample Build-Your-Own UFMP Chapter Selection Options

Section#	Color	Transparent	Chapter Options	Approx Length	Arborist Hrs	Notes	Order
1.1	#5B9BD5	50%	Intro - Executive Summary	< 1 page	2	City mission statement	
1.2	#5B9BD5	50%	Intro - History	1 page	4	Include boundary map	
1.3	#5B9BD5	50%	Intro - Background	< 1 page	2		
1.4	#5B9BD5	50%	Intro - Vision	< 1 page	2		
1.5	#5B9BD5	50%	Intro - Purpose and Scope of Plan	< 1 page	2		
1.6	#5B9BD5	50%	Intro - Current State of UF	< 1 page	2		
1.7	#5B9BD5	50%	Intro - Public Participation - Survey and Results	Dependent on # of questions asked.	32		
2.1	#FFDA66	50%	Inv Report - Tree Inv Background	< 1 page	2		
2.2	#FFDA66	50%	Inv Report - Fast Facts (from Inv Overview and Inv Delivery Doc)	1 page	4	by species, size, height, etc.	
2.3	#FFDA66	50%	Inv Report - Vacant Sites	< 1 page	2	reference to view them in AA.	
2.4	#FFDA66	50%	Inv Report - iTree Fast Facts (similar to TBS)	1 page	4		
2.5	#FFDA66	50%	Inv Report - Priority Trees	1 page or less	3		
3.1	#B9E191	50%	Canopy Assessment - Intro to Canopy Cover / Methodology	1 page	4		
3.2	#B9E191	50%	Canopy Assessment - Fast Facts	1 page	4		
3.3	#B9E191	50%	Canopy Assessment - Canopy Goals	1 page	4		
3.4	#B9E191	50%	Canopy Assessment - Breakdown (by council district, census, etc.)	1 page	4		
3.5	#B9E191	50%	Canopy Assessment - Breakdown (by council district, census, etc.) w/ iTree Data	1 page	4		
3.6	#B9E191	50%	Canopy Assessment - Breakdown (by council district, census, etc.) w/ iTree Data	1 page	4		
3.7	#B9E191	50%	Canopy Assessment - Land Cover Assessment	1 page	4		
3.8	#B9E191	50%	Canopy Assessment - Canopy Cover Change Analysis	1 page	4		
4.1	#FC9E9E	50%	UF Ops - Goals, Objectives, and Implementation	1 page	4		
4.2	#FC9E9E	50%	UF Ops - Analysis of Current Practices and Key Findings	1 page	4		
4.3	#FC9E9E	50%	UF Ops - Ordinances / Management / City Policy	< 1 page	2		
4.4	#FC9E9E	50%	UF Ops - Funding and Special Districts Funding	< 1 page	2		
4.5	#FC9E9E	50%	UF Ops - Special Districts, Historical Districts, Groves, etc	< 1 page	2		
4.6	#FC9E9E	50%	UF Ops - Relevant City Staff and Professional Capacity	< 1 page	2		
4.7	#FC9E9E	50%	UF Ops - Maintenance Program	1 page or more	3		
4.8	#FC9E9E	50%	UF Ops - Maintenance Schedule	< 1 page	2		
4.9	#FC9E9E	50%	UF Ops - Standards and Best Management Practices	< 1 page	2		
4.1	#FC9E9E	50%	UF Ops - Plant Health Care	< 1 page	2		
4.11	#FC9E9E	50%	UF Ops - Risk Assessment	< 1 page	2		
4.12	#FC9E9E	50%	UF Ops - Green Waste and Urban Wood Recycling	< 1 page	2		
4.13	#FC9E9E	50%	UF Ops - Emergency Operations	< 1 page	2		
4.14	#FC9E9E	50%	UF Ops - Wildlife Protection	< 1 page	2		
5.1	#C0C0C0	50%	Climate Resiliency - Sustainability	1 page or more	4		
5.2	#C0C0C1	50%	Climate Resiliency - Tree Palette	1 page or more	4		
5.3	#C0C0C2	50%	Climate Resiliency - Planning, Development, and Infrastructure	1 page or more	4		
5.4	#C0C0C3	50%	Climate Resiliency - Reduction of Urban Heat Island	1 page or more	4		
5.5	#C0C0C4	50%	Climate Resiliency - Planting Plan	1 page or more	4		
6.1	#F5B183	50%	Strategic Plan - Vision Statement	1 page or more	4		
6.2	#F5B183	50%	Strategic Plan - Guiding Principles	1 page or more	4		
6.3	#F5B183	50%	Strategic Plan - Strategic Plan	1 page or more	4		
6.4	#F5B183	50%	Strategic Plan - Implementation Plan	1 page or more	4		
7.1	#AA77D5	50%	Public Participation - Tree Advisory Board / Council	< 1 page	2		
7.2	#AA77D5	50%	Public Participation - Education / Outreach / Dept in Charge	1 page	3		
7.3	#AA77D5	50%	Public Participation - Tree City USA Status, Application, etc	< 1 page	1		
7.4	#AA77D5	50%	Public Participation - Caring for Private Trees	1 page	3		
7.5	#AA77D5	50%	Public Participation - Resources and Guidelines for Homeowners and Business	1 page	3		
8	#C3FBFB	50%	Conclusion - Closing Remarks	1 page	3		
Appendix - 1	#F7FB4B	50%	Appendix - Glossary	1 page or more	3		
Appendix - 2	#F7FB4B	50%	Appendix - BMPs	Likely many pages of diagrams.	6		
Appendix - 3	#F7FB4B	50%	Appendix - ANSI Standards	1 page or more of links and/or diagrams	3		
Appendix - 4	#F7FB4B	50%	Appendix - City Planting Details, Specifications.	1 page or more	8		
Appendix - 5	#F7FB4B	50%	Appendix - Public Participation - Tree Ordinance	1 page	3		
					200		

3. RELEVANT EXPERIENCE

CITY OF NORWALK

Completed July 2025



WCA updated the City's inventory and existing Urban Forest Management Plan to incorporate current ASI A300 standards and ISA Best Management practices.

Contact: Gabriela Garcia, Senior Management Analyst
12700 Norwalk Blvd., Norwalk, CA 90650 ~ (562) 929-5514 ~
ggarcia@norwalkca.gov

BUDGET: \$76,000

CITY OF MONTEREY PARK

Completed August 2024



WCA worked with the City of Monterey Park to create a Urban Forest Management Plan report which includes a discussion on the major trends in the City's tree inventory such as the condition of the trees and their current recommended maintenance. UFMP also included how the City can meet its canopy cover goal and numerous resources for the public to understand and participate in urban forest management.

Contact: Xochitl Tipan, Public Works Manager
320 W. Newmark Ave., Monterey Park, CA 91754 ~ (626) 307-1291 ~
xtipan@montereypark.ca.gov

BUDGET: \$60,000

CITY OF INGLEWOOD

Completed October 2023



WCA worked with the City of Inglewood to create a Urban Forest Management Plan. The plan not only describes how the city will care for its trees, but also provides a list of the species the city can plant in areas adjacent to public streets. The updated plan also sets a goal of increasing the overall number of trees on city properties, which will ultimately increase the capture of greenhouse gases. The City's maintenance contract with WCA includes real time updates to the tree inventory.

Contact: Flynn Marine, Public Works Manager
222 W. Beach Ave., Inglewood, CA 90302 ~ (310) 412-5422 ~
fmarine@cityofinglewood.org

BUDGET: \$60,000

**Copies of the complete Urban Forest Management Plans can be provided upon request. Files too large to include.*

COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union:
LiUNA!

SAM Entity ID: CFJMV MJ9NSD1

Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA

Fresno, CA

Indio, CA

Ontario, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

Firm Qualifications

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,300 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California, Arizona, Texas, and New Mexico.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,300+ employees
- 350+ contracts with public agencies
- 100+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 yrs
- Avg. 46,000 trees **removed** annually over past 3 yrs
- Avg. 20,000 trees **planted** annually over past 3 yrs
- Avg. 250,000 trees **inventoried** annually over past 3 yrs
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$220 million annually
- Fleet of approximately 1,700 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities|
–Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)
Western Chapter International Society of Arboriculture (WCISA)



Contractor Information			Registration History	
	Effective Date	Expiration Date		
Legal Entity Name:				
WEST COAST ARBORISTS, INC.	05/25/18	06/30/19		
Legal Entity Type:				
Corporation	06/07/17	06/30/18		
Status:				
Active	06/05/16	06/30/17		
Registration Number:				
000600956	06/26/15	06/30/16		
Registration effective date:				
01/01/12	06/15/14	06/30/15		
Registration expiration date:				
06/30/24	07/01/16	06/30/22		
Mailing Address:				
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/22	06/30/24		
Physical Address:				
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/24	06/30/27		
Email Address:				
vgonstanz@wcainc.com				
Trade Name/DBA:				
License Number (s):				
CSLB 366764				
CSLB 366764				

Key Staff and Team



GONZALO REGALADO

Area Manager

Gonzalo Regalado has over 20 years' experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now as Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the Southeast Los Angeles region. His experience includes managing large contracts such as City of Bell, City of Pico Rivera, City of Santa Fe Springs, and the City of Whittier.

- **ISA Certified Arborist/Tree Worker Climber Specialist #WE-9952AT**
- **TCIA Certified Treecare Safety Professional (CTSP) #03952**
- **ATSSA Traffic Control Technician #459653**



TIM CROTHERS

Plant Health Care Manager

Tim Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

Mr. Crothers has overseen the creation of multiple Urban Forest Management Plans, the purpose of which is to function as a guide for municipal agencies to help manage their urban forest, for the present and the future. He has worked with cities to create a sound framework for the selection, use and maintenance of trees, providing them with better tools for planning and budgeting. His experience includes the creation of Urban Forest Management Plans for the City of Hawaiian Gardens, City of Carlsbad, and the City of Santee. Most recently he completed a CFMP for the City of Fullerton.

- **ISA Board Certified Master Arborist #WE-7655BUM**
- **B.S. Environmental Horticulture Science**
- **ASCA Registered Consulting Arborist #721**
- **CA Dept. Pesticide Regulation QAL #145321 B, D**
- **ISA Tree Risk Assessment**
- **Qualified & TLC Wildlife Aware**



ANDREW PINEDA

GIS Manager

Andrew Pineda has been with WCA since 2018 and is an ISA Certified Arborist. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- **ISA Certified Arborist #WE-12738A**
- **M.S. Geographic Information Science (GIS), CSU Long Beach**
- **B.A. Environmental Science, Boston University**
- **FAA UAS Part 107 Remote Pilot**



KELLY PARKINS

Plant Health Care Coordinator

Ms. Parkins is WCA's Plant Health Care (PHC) Coordinator. She joined WCA in August of 2021 and previously worked for the City of Long Beach - Parks Department as their Superintendent of Grounds Maintenance and Park Development. She is a Pest Control Advisor and holds a QAL. Her education includes an M.S. in Agricultural Sciences from Cal Poly Pomona where she was also a lecturer and research station campus manager from 2008 to 2015 teaching Turfgrass Management and Soil Science. She has been a Golf Course Superintendent at Aliso Viejo Golf Club and a Horticultural Superintendent at Shady Canyon Golf Club in Irvine. Her position as PHC Coordinator includes inspecting sites, writing pesticide recommendations, meeting with customers and more!

- **ISA Certified Arborist WE-13868AM**
- **ISA Tree Risk Assessment Qualified**
- **DPR Qualified Pest Control Advisor #PCA74466 (A, B, E, G)**
- **DPR Qualified Pest Control Applicator #QAL96878 (A, B, C, E)**



JEFF CRAIN

Consulting Arborist

Jeff Crain has over 24 years of consulting and project management experience in botanical field research, ecological studies, habitat restoration, and tree surveys. Jeff's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results. Jeff will be the main writer for the UFMP.

- **ISA Board Certified Master Arborist WE-6658B**
- **DPR Qualified Pest Control Applicator #QAL161631**
- **ISA Tree Risk Assessment Qualified**



REBECCA MEJIA

Consulting Arborist

Rebecca Mejia has over 25 years' experience in the tree care industry. While her career started with the US Forest Service, she joined WCA as a Data Collector in 1995. Today, Rebecca's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results. Over her career, Rebecca has completed over 1,000 arborist reports for various public agencies all over Southern California. She will serve as one of the main writers of the UFMP.

- **ISA Board Certified Master Arborist WE-2355B**
- **B.S. Natural Resources Management with Minor in Urban Forestry, Cal Poly San Luis Obispo**
- **ISA Tree Risk Assessment Qualified**



LISSETTE RIOS

Plant Health Care Urban Biologist

Lissette Rios is WCA's Urban Biologist who joined our team in 2021. She began by assisting municipal and non-profit partners in managing urban forestry grants and her role has evolved since. Her passion for the sciences has led her to over 10 years of experience, from marine microbiology research to corporate sustainability with a focus on sustainable and resilient community development.

In her role at WCA, she conducts wildlife inspections to mitigate the impacts on wildlife during tree work. Additional duties include handling the transfer of wildlife to rehabilitation facilities and consulting with the CA Dept of Fish and Wildlife (FWS) to ensure compliance with state and federal regulations. Lissette is dedicated to developing the wildlife monitoring program and providing training to field our crews. Lissette conducts nesting bird surveys and volunteers with Tree Care for Birds and other Wildlife.

- **ISA Certified Arborist #WE-15480A**
- **Master of Environmental Management, Western State Colorado University**
- **B.S. Biology, UC Riverside**
- **Certified Associate Ecologist (CAE)**
- **Wildlife Aware Program Grad**
- **Green Chemistry & Chemical Stewardship Certified (UW)**



4 ASCA Consulting Arborists

Tim Crothers RCA #721

Leo Tuchman RCA #771

Kelley Gilleran RCA #668

Eugene Bordson #834

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION



WCA has 95 staff members certified
through the Wildlife Aware and
Wildlife Training Institute.

1

Advisor

9

Applicators

95

Certified

Unique Capabilities



Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified Pesticide Advisors and Applicators.



Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife*.

Organization Chart

Plant Health Care Manager

Tim Crothers (714) 412-1980

GIS Manager

Andrew Pineda (714) 348-4662

Plant Health Care Coordinator

Kelly Parkins

Consulting Arborists

Jeff Crain
Rebecca Mejia

Plant Health Care Urban Biologist

Lissette Rios

4. PROPOSED SCOPE OF SERVICES

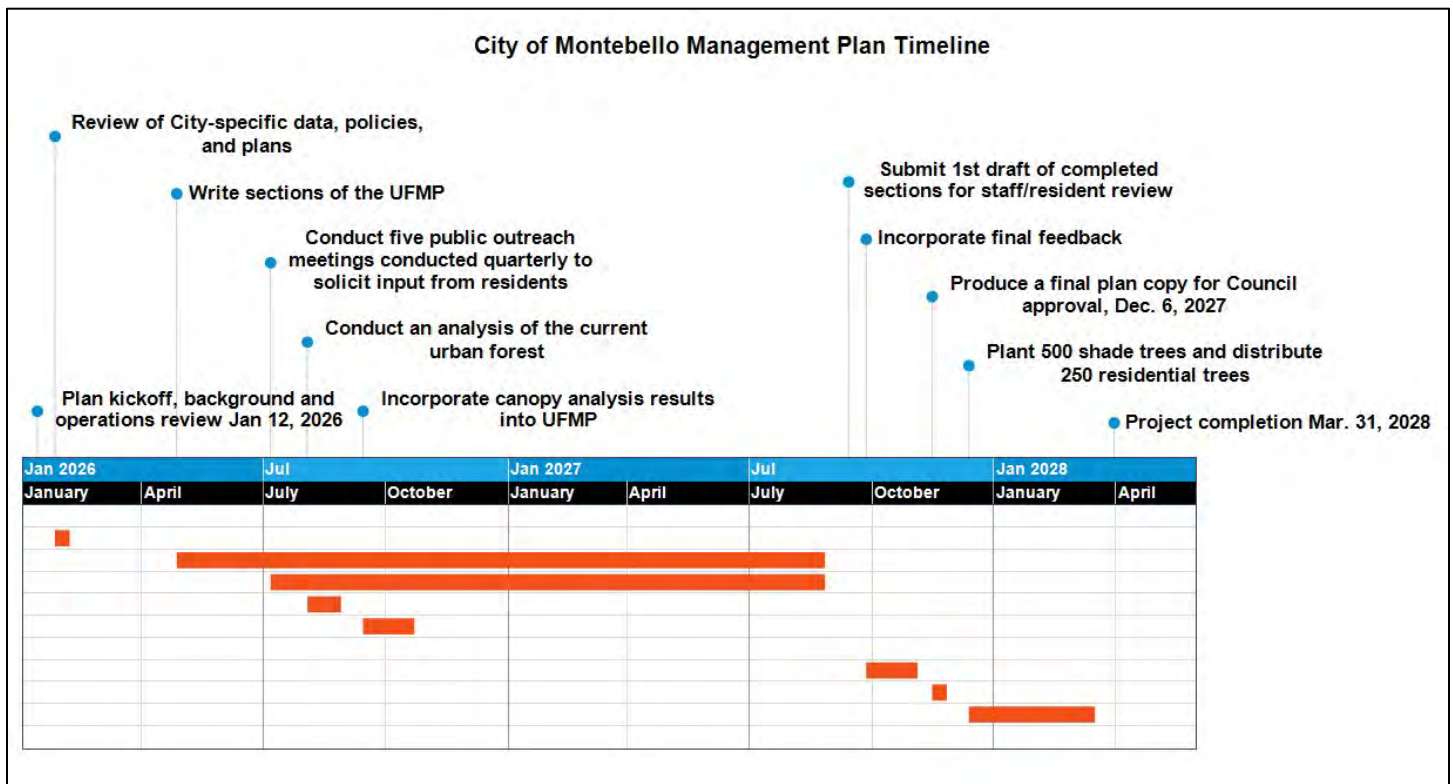
WCA proposes to follow the scope of work guidelines provided in the specifications.

Deliverables

- Synthesized survey report on community urban forestry priorities.
- Five (5) community engagement events + presence at additional City/regional events.
- Completed and City-adopted UFMP.
- 500 public trees planted and maintained with data integration.
- 250 residential trees distributed with care agreements and educational support.

Compliance and Timeline

We acknowledge the project performance period extends through **March 31, 2028**, and are prepared to adhere to all project milestones and reporting deadlines, including any adjustments required by CAL FIRE or the City. We will ensure compliance with all funding conditions and regulatory requirements.



5. CONFLICT OF INTEREST STATEMENT

West Coast Arborists, Inc. has no conflict of interest.



ADDENDUM NO. 1

Urban Forest Management Plan

RFP 26-02

September 16, 2025

This notice comprises Addendum No. 1 to City of Montebello RFP 26-02. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. In the cost proposal, Budget Item description, what does “eCivis” refer to? Completion and adoption of the Urban Forest Management Plan. Reporting through eCivis, coordinating internal and external meetings with City staff and Cal Fire staff (as needed per the scope of work defined in the RFP).

Response- eCivis is CAL FIRE portal for grant administration. Proposer must be knowledgeable and able to submit documents through eCivis. <https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/grants/other/ecivis-grants-portal--cal-fire-applicant-user-guide-revised-feb-2025.pdf?rev=203727925cdb4091b4a00eb07b8258bb&hash=484CDBF7FDBA6DBB5C4313F2754F6F49>

Question 2. On Page 6, 2.0 Introduction. Could the City be more specific with regarding what type of assessments they require for the UFMP? It is simple health assessments of trees or does it also involve risk assessments such as ISA Level 1 Limited Visual Assessments involving such aspects of likelihood of failure or target identification? “Assessments will include completion of an inventory for all trees managed by the City, as well as a LiDAR-verified tree canopy analysis. Data collection will be completed through community surveying and workshops.”

Response- This specific request for proposal (RFP) only focuses on the development of an Urban Forest Management Plan (UFMP). Another RFP currently seeking proposals will focus on the inventory portion of the grant. The inventory will support the narrative in the UFMP.

Question 3. Same paragraph and quote as above. Could the City be specific about what constitutes data collection? Is it data collection of what vacant tree sites are available, of what residents want a tree, or both of these? The text isn’t clear because it follows a sentence involving the “completion of an inventory.” Does the city have any CalFire grant criteria or inventory attributes with regards to the data collection that need to be considered?

Response- Tree inventory is not a part of this RFP. There is a current RFP that will complete this task.

Question 4. Can the City confirm whether or not they are looking to complete a tree canopy analysis and tree inventory as part of this scope of work? The RFP states this will be "performed by others"

Response- Yes, performed by others. This RFP focuses on the UFMP.

Question 5. What is the in-person requirement for community workshops and stakeholder engagement meetings?

Response- Proposer to provide the number of ideal meetings needed to receive community input, schedule to be at City events to receive community engagement, meet with staff, etc.

Question 6. To confirm, the City is also looking to have the same consultant who completes the UFMP complete the tree planting initiative?

Response- Yes. Proposer to coordinate with community volunteers, non-profit groups, school groups, etc. to plant the trees throughout the community that will be purchased as part of another RFP.

Question 7. Can the City share what the anticipated funding or budget is likely to look like?

Response- \$160,000.



Cesar Roldan
Director of Public Works



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 of Public Works

SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4420 TO WEST COAST ARBORIST FOR INVENTORY OF THE CITY'S URBAN FOREST AND PURCHASE OF TREES

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4420 to West Coast Arborists, Inc. to conduct an inventory of the City's urban forest in the not-to-exceed amount of \$186,000, with \$180,000 payable from reimbursable Cal Fire grant funds (Account No. 249-30-320-6040.10, Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts), and \$6,000 from Account No. 100-30-320-6040.10 (General Fund, Public Works, Trees, Contract Services Outside Contracts); and
2. Authorize the City Manager to execute the professional services agreement in good faith; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On August 13, 2025, the City Council adopted Resolution No. 25-11 accepting the State Department of Forestry and Fire Protection (Cal Fire) Urban Forest Management Plan (UFMP) Agreement No. 8FG23407 in the amount of \$777,500. Authorization was given to amend the Fiscal Year 2025-26 budget to include the appropriations of \$777,500 in Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts) and \$180,000 in Account No. 100-30-320-6040.10 (General Fund, Public Works, Trees, Contract Services Outside Contracts).

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 3

Based on the adopted resolution and the executed Agreement No. 8FG23407, staff recommend awarding the Professional Services Agreement No. 4420 (Attachment A) to West Coast Arborist, Inc. for the amount of \$186,000, with \$180,000 payable from reimbursable Cal Fire grant funds and \$6,000 from the General Fund.

BACKGROUND/DISCUSSION:

Staff requested authorization to submit an urban forestry funding application under the California Department of Forestry and Fire Protection's Urban Forestry Program (CalFire). The Urban Forestry Act's (PRC 4799.06 - 4799.12) Urban and Community Forestry Program (UCF) works to expand and improve the management of trees and related landscapes in communities throughout California. The mission of CalFire is to lead the effort to advance the development of sustainable urban and community forests in California.

On September 4, 2025, staff released Request for Proposals No. 26-03 (RFP No. 26-03) Tree Inventory and Purchasing Trees for Distribution Project on PlanetBids. Staff received questions on or before September 16, 2025, in which staff were able to respond to the questions on or before September 18, 2025. The city received two proposals on or before 11:00 am on September 25, 2025, from the following two (2) firms: Greenfield Landscaping and Maintenance, Inc. (Attachment B) and West Coast Arborists (Attachments B and C).

Inventorying trees located in the public right-of-way and parks requires a statistically reliable survey of publicly owned and managed trees, used to determine the location and the exact measurements of quantity, quality, health, and trends of the urban forest, as well as a description of other urban forest attributes, such as potential planting sites, utilities present, and hardscape features. Data commonly collected during an inventory includes:

- Location*
- Species
- Diameter
- Condition
- Maintenance needs and priority
- Proximity to utility lines, traffic signs and signals
- Sidewalk and other hardscape damage
- Insect and disease problems
- Potential planting sites

** The data collected for the urban forest will utilize Geographical Information System (GIS) coordinates collected by geographic positioning systems (GPS) equipment. Based on this information, sustainable management plans and accurate budgets can be developed for the care of the urban forest.*

The proposals were reviewed and rated according to the evaluation criteria set forth in RFP No. 26-03, which included relevant experience, quality of references, cost, amongst other factors. West Coast Arborist, Inc.'s expertise and specialized knowledge in arboriculture, tree risk assessment, disease control, and urban forestry, ensures a higher

quality of maintenance and management of the City's urban forest.

West Coast Arborists, Inc. submitted a comprehensive proposal to inventory the existing City trees and purchase trees per the CalFire grant requirements. For the above-mentioned reasons, the recommendation is to award West Coast Arborist, Inc. the professional services agreement.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends awarding Professional Services Agreement No. 4420 to West Coast Arborists, Inc. (Attachment A) in the amount of \$186,000 to conduct an inventory of the City's urban forest. The project will be funded primarily by Cal Fire grant funds from Account No. 249-30-320-6040.10 (Cal Fire Urban Forestry Management, Public Works, Trees, Contract Services Outside Contracts) in the amount of \$180,000, with the remaining \$6,000 to be funded from Account No. 100-30-320-6040.10 (General Fund, Public Works, Trees, Contract Services Outside Contracts).

Staff further recommends that the City Manager be authorized to execute Professional Services Agreement with West Coast Arborists, Inc.(Attachment A).

ATTACHMENT(S)

1. Attachment A - West Coast Arborists Inc. Professional Services Agreement No. 4420
2. Attachment B - WCA Tree Inventory and Purchasing Trees Proposal
3. Attachment C - Greenfield Landscaping and Maintenance, Inc. response to RFQ 26-03

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4420
WITH WEST COAST ARBORISTS, INC.
(RFP No. 26-03)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 22, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WEST COAST ARBORISTS, INC., a California corporation (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 to inventory the CITY's urban forest and purchase trees as part of the State Department of Forestry and Fire Protection grant; 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; and

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal No. 26-03 as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference.

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 various Exhibits
- b. RFP No. 26-03, attached hereto as **Exhibit "A"**
- c. The CONSULTANT'S Proposal to RFP No. 26-03, attached hereto as **Exhibit "B"**
- 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. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 26-03 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional

Services”).

B. The CONSULTANT shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONSULTANT shall be compensated in an annual amount not-to-exceed **One Hundred Eighty Six Thousand Dollars (\$186,000)** (the “Compensation”) for the performance of the Scope of Services as set forth in **Exhibit “C”**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONSULTANT within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **October 22, 2025**, and shall terminate on **March 31, 2028**; unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

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. However, claims for money due or which become due to the CONSULTANT from the CITY under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically

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

f. The CONSULTANT's Reports or Meetings:

- i. The CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the CITY's Contract Administrator or Project Coordinator to determine, if the CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- ii. The CONSULTANT's Project Manager shall meet with the CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

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.

SECTION 8. TERMINATION.

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

and of the steps necessary to cure the default.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers,

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the 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 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 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: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocal.gov

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 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 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.

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action

shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose

signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to the CITY: City of Montebello
Attn: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

If to the
CONSULTANT: West Coast Arborists, Inc.
Attn: Patrick Mahoney, President
2200 E. Via Burton
Anaheim, CA 92806
Phone: (714) 991-1900
Email: PMahoney@wcainc.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. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- a. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to the CITY.
- d. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 26. RETENTION OF RECORDS/AUDITS.

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and the CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding

in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

SECTION 27. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING.

- a. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
- i. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions in the LAPM.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

SECTION 28. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.

- a. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- b. During the performance of this Agreement, the CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status,

nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

c. The CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by the CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

d. The CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said department or the CITY shall require to ascertain compliance with this clause.

e. The CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

f. The CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

g. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

h. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

i. The CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the CITY components of the DBE Program Plan (as set forth in Section 30), the CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

SECTION 29. DEBARMENT AND SUSPENSION CERTIFICATION.

a. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

- i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- iii. Does not have a proposed debarment pending; and
- iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action

c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION.

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" (also referred to as "DBE"). The CONSULTANT shall assist the CITY in a good faith effort to achieve California's statewide overall DBE goal and applicable requirements pursuant to 49 CFR 26.

SECTION 31. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to

this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

WEST COAST ARBORISTS, INC.

Raul Alvarez, City Manager

Patrick Mahoney, President

Date: _____

Date: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 25-06
- Exhibit B – Consultant's Proposal to RFP No. 25-06
- Exhibit C – Compensation

Exhibit “A”

RFP No. 26-03

Exhibit “B”

CONSULTANT’S SCOPE OF SERVICES

Exhibit “C”
CONSULTANT’S COMPENSATION

Contact Information:
Victor Gonzalez, VP
2200 E. Via Burton
Anaheim, CA 92806
vgonzalez@wcainc.com
714-991-1900



Setting the Gold Standard
by partnering with over 350 communities

City of Montebello

RFP No. 26 – 03

Tree Inventory & Purchasing Trees for Distribution Project

Due: Thursday, September 25, 2025 at 11:00am



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #100000956

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September 24, 2025

City of Montebello
Public Works Department
Attn: Cesar Roldan, Director of Public Works Department
1600 W Beverly Boulevard
Montebello, CA 90640

RE: RFP No. 26 – 03 Tree Inventory and Purchasing Trees for Distribution Project
Due: Thursday, September 25, 2025 at 11:00AM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for the tree inventory and purchasing trees for distribution project for the City of Montebello. WCA is a family-owned and operated company employing over 1,300 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. We hereby acknowledge receipt of Addendum 1.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 53-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 100 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Andrew Pineda, GIS Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 991-1900 or apineda@wcainc.com.

Sincerely,

Patrick Mahoney, President

West Coast Arborists, Inc.

2. PROJECT UNDERSTANDING & APPROACH

Project Understanding

We understand that the objective is to complete a comprehensive tree inventory and urban forest management plan that supports the City's long-term sustainability, canopy coverage goals, and public engagement.

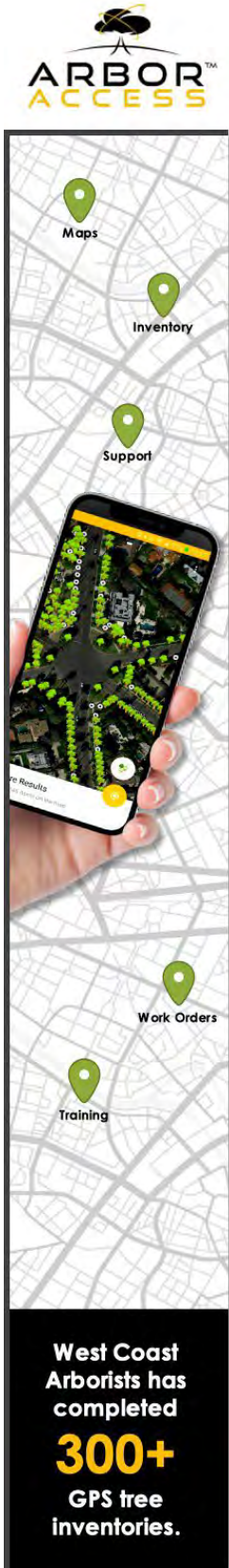
Project Approach

Tree Inventory

- Utilization of ISA and CAL FIRE Standards: All data collection, analysis, and maintenance procedures will strictly adhere to ISA and CAL FIRE protocols to ensure best practices in urban forestry.
- Certified Arborist Oversight: An ISA-Certified Arborist will lead the tree inventory process, ensuring accurate identification and assessment across all public spaces including streets, medians, parks, public facilities, and rights-of-way.
- Tree and Site Data Collection: We will catalog individual trees and vacant planting sites with detailed attributes including:
 - o Species
 - o Site type
 - o Tree condition
 - o Maintenance recommendations
 - o Tree height
 - o Diameter at breast/shoulder height (DBH/DSH)
- Vacant Site Identification: We will catalog all potential planting locations to support future planting efforts and guide green infrastructure investment.
- GIS & Web-Based Data Delivery: Data will be integrated into the ArborAccess platform, providing an accessible, interactive, and ongoing management tool for City staff.
- LiDAR Canopy Assessment: We will conduct a LiDAR-based tree canopy analysis to benchmark current canopy coverage and identify areas for canopy expansion.
- Ongoing Coordination: Biweekly to monthly coordination meetings with City staff will ensure project alignment with existing City goals and allow adaptive project planning.

Tree Distribution

- Purchasing and delivering 500 24" box public shade trees, per UFMP schedule.
- Coordinating with the City on the strategic distribution of:
 - o 500 public trees
 - o 250 residential trees (250 provided by others)
- Ensuring all planted tree data is recorded and shared with City staff for integration into existing maintenance cycles.



ArborAccess

In today's changing financial environment, municipalities must continually search for ways to maximize their budget dollars. Agency staffs are being asked to find "real" long-term solutions and are searching for areas where operations can be performed more effectively and efficiently, or both. One such area is tree maintenance; however, an efficient tree maintenance plan stems from a clear and concise tree inventory.

ArborAccess is a versatile tree inventory software that is device agnostic, meaning it can be accessed from any device, including iPads, iPhones, Androids, and Windows devices. It works on any browser, including Chrome, Edge, and Safari. ArborAccess is designed and maintained in-house, ensuring that the software is always up-to-date and functioning optimally. As a product for the customers, by the customers, ArborAccess continuously adds new features and welcomes feedback from users. The collaborative program allows both WCA and customer users to work together to create lists, work orders, and identify trees. Users can also add trees, insert work history, and much more, making ArborAccess a comprehensive solution for tree inventory management.

ArborAccess Features

Mobile app
Live data
GIS/GPS mapping
View tree site details
View work history
View invoices
Ease of use
Recycling Reports

West Coast Arborists, Inc. (WCA) will provide the following:

- A digitized inventory and assessment database of all trees located within the City locations as directed by Agency staff
- An Arc-view/ArcInfo compatible file in a Windows-based format
- Develop tools that will assist the City in meeting their tree goals
- Provide training for these tools to City staff
- Provide all data developed or created for this project to the City in an electronic editable format
- Produce a final project report ("Inventory Deliverable")

No subcontractors will be utilized for this project.

Software Training & Capabilities

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience. We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

Software Updates/Technical Support

WCA proposes the following:

- Unlimited telephone and/or e-mail support to answer questions and aid City staff in the use of the software system.
- Provide training to City staff as needed. Conduct periodic workshops for software users.
- Provide routine maintenance, archive, backup, restore, and disaster recovery procedures upon request from the City. Provide upgrades upon release from WCA.

Software Capabilities:

- Compatible with the City's existing and future versions of ESRI ArcGIS
- Support for Windows and OS products within the current City standards
- Multi-seat capability
- Assignable rights for various levels of access
- Management and reporting capabilities
- Work order capability
- Import and export historical service data
- Specifically written for urban forest management.
- Ability to export all fields for interaction with other future Asset Management software
- Web-based and app based
- Universally compatible with Android, Windows, Google, etc.
- Map-based
- Ability to query any data field attribute such as, species, dbh, location, condition, etc.

Sample Management Tools: Detailed Tree Site Characteristics

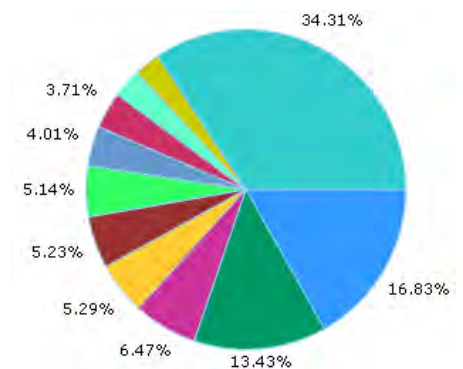
The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.



Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

	Botanical	Common	Total	Pct.	Estimated Value
	Washingtonia filifera	CALIFORNIA FAN PALM	2,081	16.83%	\$22,184,190.00
	Washingtonia robusta	MEXICAN FAN PALM	1,661	13.43%	\$4,323,390.00
	Parkinsonia florida	BLUE PALO VERDE	800	6.47%	\$2,922,470.00
	Acacia stenophylla	SHOESTRING ACACIA	654	5.29%	\$1,405,490.00
	Phoenix dactylifera	DATE PALM	647	5.23%	\$3,509,270.00
	Acacia aneura	MULGA	635	5.14%	\$938,560.00
	Chilopsis linearis	DESERT WILLOW	496	4.01%	\$1,303,240.00
	Prosopis chilensis	CHILEAN MESQUITE	459	3.71%	\$4,097,190.00
	Vachellia farnesiana	SWEET ACACIA	370	2.99%	\$2,068,530.00
	Olneya tesota	IRONWOOD	320	2.59%	\$1,591,670.00
	Other	OTHER	4,243	34.31%	\$13,765,410.00
	Total Trees		12,366	100%	\$58,109,410.00



3. RELEVANT EXPERIENCE

CITY OF NORWALK

SINCE 1999



WCA updated the City's inventory and existing Urban Forest Management Plan to incorporate current ASI A300 standards and ISA Best Management practices. WCA also provides routine tree maintenance services such as pruning, removals, planting, and other arborist services.

Contact: David Beltran, PW Supervisor

12700 Norwalk Blvd., Norwalk, CA 90650 ~ (562) 445-2339 ~

dbeltran@norwalkca.gov

BUDGET: \$618,000 (Annually)

CITY OF MONTEREY PARK

SINCE 1997



WCA provides annual services of tree maintenance as needed within the city. Work includes watering, trimming, pruning, planting, removal and replacement of trees and plants and is routine, recurring and usual. WCA maintains all tree maintenance records in ArborAccess.

Contact: Xochitl Tipan, Public Works Manager

320 W. Newmark Ave., Monterey Park, CA 91754 ~ (626) 307-1291 ~

xtipan@montereypark.ca.gov

BUDGET: \$670,000 (Annually)

CITY OF ALHAMBRA

SINCE 1997



WCA performs tree maintenance in several areas including blocks, medians, trails, facilities and parks. WCA assisted the City in developing a Master Plan for the urban forest. In 2012 the GPS inventory was updated to reflect the circumstantial changes effected by the storm damage in 2011. The City's tree population is over 18,500 trees.

Contact: Janell Mathani, Urban Forest Administrator

111 S. First Street, Alhambra, CA 91801 ~ (626) 308-4874 ~

jmathani@cityofalhambra.org

32B ANNUAL BUDGET: \$800,000

COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union:
LiUNA!

SAM Entity ID: CFJMV MJ9NSD1

Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA

Fresno, CA

Indio, CA

Ontario, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

Firm Qualifications

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,300 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California, Arizona, Texas, and New Mexico.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,300+ employees
- 350+ contracts with public agencies
- 100+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 yrs
- Avg. 46,000 trees **removed** annually over past 3 yrs
- Avg. 20,000 trees **planted** annually over past 3 yrs
- Avg. 250,000 trees **inventoried** annually over past 3 yrs
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$220 million annually
- Fleet of approximately 1,700 pieces of equipment

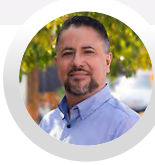
Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities|
–Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)
Western Chapter International Society of Arboriculture (WCISA)



Contractor Information			Registration History	
	Effective Date	Expiration Date		
Legal Entity Name:				
WEST COAST ARBORISTS, INC.	05/25/18	06/30/19		
Legal Entity Type:				
Corporation	06/07/17	06/30/18		
Status:				
Active	06/05/16	06/30/17		
Registration Number:				
000600956	06/26/15	06/30/16		
Registration effective date:				
01/01/12	06/15/14	06/30/15		
Registration expiration date:				
06/30/24	07/01/16	06/30/22		
Mailing Address:				
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/22	06/30/24		
Physical Address:				
2200 E VIA BURTON ANAHEIM 92806 CA United States of America	07/01/24	06/30/27		
Email Address:				
vgonzalez@wcainc.com				
Trade Name/DBA:				
License Number (s):				
CSLB 366764				
CSLB 366764				

Key Staff and Team



GONZALO REGALADO

Area Manager

Gonzalo Regalado has over 20 years' experience in the tree care industry as he joined WCA, Inc. in 2002. During his career, he has earned many promotions within the company; from Groundman to Tree Trimmer to Foreman to Supervisor and now as Area Manager. He has achieved necessary certifications and completes continued education units to maintain his credentials. As an Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing filed operations and crews throughout the Southeast Los Angeles region. His experience includes managing large contracts such as City of Bell, City of Pico Rivera, City of Santa Fe Springs, and the City of Whittier.

- **ISA Certified Arborist/Tree Worker Climber Specialist #WE-9952AT**
- **TCIA Certified Treecare Safety Professional (CTSP) #03952**
- **ATSSA Traffic Control Technician #459653**



JOSE DELREAL

Area Supervisor

Jose DelReal has over 10 years' experience working with WCA and currently supervises more than 35 employees in the Southeast Los Angeles region. Responsibilities of the Project Supervisor includes assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

- **ISA Certified Arborist/ Tree Worker Climber #WE-11231AT**
- **TCIA Certified Treecare Safety Professional (CTSP) #3514**
- **ISA Tree Risk Assessment Qualified**
- **TLC Wildlife Aware**



DAIZY CASTRO

Customer Service Rep.

As the CSR (Customer Service Representative), Daizy Castro is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Castro is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



ANDREW PINEDA

GIS Manager

Andrew Pineda has been with WCA since 2018 and is an ISA Certified Arborist. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

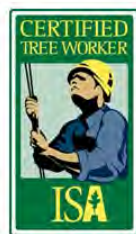
- **ISA Certified Arborist #WE-12738A**
- **M.S. Geographic Information Science (GIS), CSU Long Beach**
- **B.A. Environmental Science, Boston University**
- **FAA UAS Part 107 Remote Pilot**



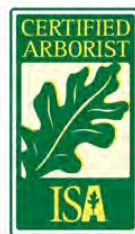
WCA has forged a successful partnership with the Laborer's International Union of North America.



**14 offices with prestigious
Tree Care Industry Association
(TCIA) accreditation**



170



114



9

ISA CERTIFIED

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 BM
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Jeffrey Crain	#WE-6658 B
Erik Diaz	#WE-12143 BM
Kris Burbidge	#WE-9566 BUM

59

ISA Tree Risk
Assessment
Qualified

163

WCA Certified
Utility Line
Clearance Workers

19

ISA Certified
Utility
Specialists

63

TCIA Certified
Treecare Safety
Professionals

12

ISA Municipal
Specialists

1

Nursery in
Placentia &
Dedicated
Manager

8

Information
Technology
Specialists

80

Fleet
Mechanics

18

NCCCO
Certified
Crane
Operators

4. PROPOSED SCOPE OF SERVICES

WCA proposes to follow the scope of work guidelines provided in the specifications.

Deliverables

- Complete citywide public tree inventory and vacant site catalog
- Canopy assessment via LiDAR technology
- GIS-based platform integration (ArborAccess)
- Delivery of 500 24" box trees
- Monthly/biweekly progress meetings and coordination reports
- Recommendations for ongoing maintenance and policy alignment

Compliance and Timeline

We acknowledge the project performance period extends through **March 31, 2028**, and are prepared to adhere to all project milestones and reporting deadlines, including any adjustments required by CAL FIRE or the City. We will ensure compliance with all funding conditions and regulatory requirements.



5. CONFLICT OF INTEREST STATEMENT

West Coast Arborists, Inc. has no conflict of interest.



ADDENDUM NO. 1

Tree Inventory and Purchasing Trees for Distribution Project

RFP 26-03

September 16, 2025

This notice comprises Addendum No. 1 to City of Montebello RFP 26-03. This addendum provides the questions submitted by vendors and responses provided by the City.

Question 1. Does the City have existing, recent LiDAR data? If so, will it be made available to the awardee? If not, is the City open to using more satellite imagery as an alternative?

Response-

City does not have LiDAR data. The contract agreement with CALFIRE stipulates needing a LiDAR-verified tree canopy analysis. Additionally, this research process requires utilizing high-resolution LiDAR tree canopy data as foundational information with which to then engage the public in identifying local perceptions and priorities around trees, as well as specific needs for greening in the City. Grant requests performance of a LiDAR tree canopy mapping analysis. Even though satellite imagery is an alternative to Geographical Information System (GIS), this alternative will not be accepted.



Cesar Roldan
Director of Public Works



Appendix "B"

Cost Proposal

Budget Item	Description	Unit Price	Total
Tree Inventory Update		Lump Sum	
	Completion of a full tree inventory. Assess the state of the urban forest. This will consist of a citywide inventory update and incorporated canopy assessment. LiDAR assessment of existing tree canopy. GIS points that include, tree species, preferably in binomial nomenclature (Latin names), size, such as DBH (diameter at breast height) and tree height, crown width, overall condition such as health and maintenance needs, overcrowding, possible problems, presence or absence of insects or diseases.	\$ 56,000.00	\$ 56,000.00
500 Trees		Per Tree (EACH)	
	Purchasing and delivery of 500 public shade trees (24" Box). Coordination with tree provider.	\$ 260.00	\$ 130,000.00
		TOTAL	\$ 186,000.00



Appendix "C" Reference Sheet

RFP 26-03 Tree Inventory and Purchasing Trees for Distribution Project

Entity Name City of Norwalk
Business Address 12700 Norwalk Blvd., Norwalk, CA 90650
Name of Contact David Beltran
Title Contact PW Supervisor
Telephone Number of Contact 562-445-2339
Email of Contact dbeltran@norwalkca.gov
Description of Project Annual tree maintenance services and inventory updates.
Date of Service 1999 - Current

Entity Name City of Monterey Park
Business Address 320 W. Newmark Ave., Monterey Park, CA 91754
Name of Contact Xochitl Tipan
Title Contact Public Works Manager
Telephone Number of Contact 626-307-1291
Email of Contact xtipan@montereypark.ca.gov
Description of Project Annual tree maintenance services and inventory tree maintenance.
Date of Service 1997 - Current

Entity Name City of Alhambra
Business Address 111 S. First Street, Alhambra, CA 91801
Name of Contact Janell Mathani
Title Contact Urban Forest Administrator
Telephone Number of Contact 626-308-4874
Email of Contact jmathani@cityofalhambra.org
Description of Project Annual tree maintenance services and inventory updates.
Date of Service 1997 - Current



City of Montebello

Tree Inventory and Purchasing Trees for Distribution Project RFP 26 – 03

Presented To

Alexis Lucero, City of Montebello



MONTEBELLO

Landscape Maintenance Proposal
“Where Quality of Service Matters.”



Greenfield Landscaping and Maintenance, Inc.
3129 S. Hacienda Blvd., Ste. 384
Hacienda Heights, CA 91745
Phone: (626) 919-2792
SEPTEMBER 2025

Dear City of Montebello,

Greenfield Landscaping & Maintenance, Inc. is pleased to submit our proposal in response to the City of Montebello's Request for Proposals for RFP# 26-03. We greatly value the trust you place in selecting a contractor and are committed to delivering services that reflect the highest levels of safety, efficiency, and craftsmanship.

Our team has reviewed the scope of work in detail and developed an operational approach tailored to the unique requirements of this project. We understand the importance of maintaining both quality and schedule while ensuring minimal disruption to the surrounding environment. With a dedicated crew, proven equipment resources, and a strong project management team, we are confident in our ability to meet and exceed your expectations.

Greenfield Landscaping takes pride in providing not just results, but also a positive and collaborative experience for our clients. We believe in clear communication, proactive problem-solving, and accountability at every stage of the project. Our attached proposal outlines our approach, contingency planning, and commitment to delivering lasting results.

We welcome the opportunity to partner with you on this project and demonstrate the quality of our work.

Thank you for considering our proposal. We look forward to the possibility of working together.

Sincerely,

Michael Kalta
Chief Executive Officer

OPERATIONAL APPROACH & UNDERSTANDING

Our team's approach to this project is grounded in a clear understanding of the scope, the site conditions, and the expectations for quality, safety, and efficiency. We recognize the importance of maintaining a safe and secure work environment for staff, children, and the public, and will begin by securing the jobsite with appropriate fencing, signage, and barriers. This will ensure that all operations are contained, while also providing peace of mind for the surrounding community.

Once the site is secured, our crew will mobilize the necessary manpower, equipment, and materials to perform the work with precision and efficiency. Work will be completed by a trained team of laborers, supported by the appropriate machinery, to meet the project's schedule requirements while minimizing disruption to the site and its daily operations. Throughout the process, our supervisors will oversee all activities, ensuring that each task is completed in compliance with project specifications, industry standards, and safety regulations.

We understand that communication is key to a successful project. Our management team will maintain open lines of communication with the client, project managers, and stakeholders to provide updates, address any concerns, and ensure alignment at every stage. This collaborative approach allows us to be proactive in resolving potential challenges before they impact progress or quality.

Finally, our commitment extends beyond simply completing the scope of work. At project closeout, our team will perform thorough inspections, site cleanup, and final adjustments to guarantee the finished product meets or exceeds expectations. This process ensures that all work is delivered with the highest standards of craftsmanship, durability, and long-term functionality.



Appendix "C" Reference Sheet

RFP 26-03 Tree Inventory and Purchasing Trees for Distribution Project

Entity Name Fullerton Joint Union High School District
Business Address 1027 S Leslie St La Habra CA 90631
Name of Contact Raul Cervantes
Title Contact Operations Director
Telephone Number of Contact 714-680-5659
Email of Contact rcervantes@fjuhsd.org
Description of Project District Wide Tree Trimming for the 2024-2025 school year
Date of Service July 2024-June 2025

Entity Name Lennar Homes of Southern CA c/o Murow Development
Business Address Inland Empire Division
Name of Contact Matthew Gevergiz
Title Contact Project Manager
Telephone Number of Contact 951-482-9427
Email of Contact Matthew.Gevergiz@lennar.com
Description of Project Archibald landscape upgrades
Date of Service Completed 8/31/2025

Entity Name Citrus College
Business Address 1000 W. Foothill Blvd Glendora CA 91741
Name of Contact Jorge Cortez
Title Contact Maintenace Operations
Telephone Number of Contact 626-914-8693
Email of Contact jcortez@citruscollege.edu
Description of Project Campus Tree Trimming
Date of Service September 2025

EXPERIENCE & QUALIFICATIONS

Founded in 2008, Greenfield Landscaping and Maintenance, Inc. is a family-owned and operated firm based in Hacienda Heights, California. With over 60 years of collective industry experience, we have built a trusted reputation for delivering professional, high-quality landscape maintenance services to a broad range of clients—including municipalities, school districts, utility providers, and private entities—throughout Southern California.

Our company is led by Michael Kalta, whose lifelong dedication to the horticulture and landscape industry has fueled Greenfield's steady growth. Under his leadership, we've remained committed to our core values: professionalism, reliability, and customer satisfaction. Our team of 50 full-time employees is trained and equipped to perform all aspects of landscape maintenance, irrigation, pesticide application, tree care, and public space beautification.

We are a SAM.gov registered vendor and a Small Business Administration (SBA)-approved contractor, actively seeking and managing public works contracts across federal, state, and municipal levels. Our compliance with prevailing wage requirements, certified payroll reporting, and Department of Industrial Relations (DIR) regulations ensures that we are qualified to perform high-standard work in public sector environments.

To support our operations, we maintain a robust fleet of 30+ commercial utility vehicles and a full inventory of specialized equipment, including ride-on mowers, brush chippers, aerial lifts, water trailers, and trenching tools. This allows our teams to respond efficiently to service demands across diverse and complex job sites.

Scope of Expertise

- City parks, civic centers, and public facilities
- Street medians, parkways, and right-of-way corridors
- Cemetery grounds and monument area care
- Smart irrigation systems and water efficiency upgrades
- Tree pruning, removals, and arborist services
- Weed abatement, erosion control, and fire prevention
- Fertilizer and chemical application under QAC/QAL-certified supervision

Greenfield Landscaping and Maintenance, Inc. is committed to safe, sustainable, and code-compliant operations. We combine deep industry knowledge, modern equipment, and a strong local workforce to consistently meet and exceed the expectations of our municipal partners—making us a qualified and reliable choice for the City of Compton



PROPOSED SCOPE OF SERVICES

Greenfield Landscaping proposes to provide all labor, materials, equipment, and supervision necessary to complete the work in accordance with the project specifications and client expectations.

Our services will include, but are not limited to, the following:

Site Preparation: Secure the jobsite, establish safety measures, and perform necessary grading and clearing in preparation for construction activities.

Installation Services: Furnish and install all project components as specified in the plans, including planting, irrigation systems, hardscape features, or other scope-specific tasks.

Quality Control: Ensure that all work is completed to meet or exceed industry standards, with oversight by experienced supervisors and project managers.

Maintenance and Adjustments: Conduct necessary inspections, adjustments, and testing to verify that all installed systems and features are fully operational.

Final Cleanup and Closeout: Deliver a clean and safe site upon completion, including removal of debris and a final walkthrough with the client to confirm satisfaction.

Our scope of services is designed to provide a complete, turn-key solution that prioritizes safety, efficiency, and long-term performance. Any additional services requested beyond this scope will be coordinated with the client and provided under a mutually agreed-upon change order.

CONFLICT OF INTEREST STATEMENT

Greenfield Landscaping affirms that neither the company, its employees, nor its subcontractors have any current or potential conflicts of interest in relation to the performance of services for this project.

We further certify that we will avoid entering into any situation that could create a conflict of interest and will immediately disclose to the client if any such situation arises during the course of the project.

Our commitment is to perform all work with integrity, transparency, and in the best interest of the client.



Appendix "B"

Cost Proposal

Budget Item	Description	Unit Price	Total
Tree Inventory Update		Lump Sum	
	Completion of a full tree inventory. Assess the state of the urban forest. This will consist of a citywide inventory update and incorporated canopy assessment. LiDAR assessment of existing tree canopy. GIS points that include, tree species, preferably in binomial nomenclature (Latin names), size, such as DBH (diameter at breast height) and tree height, crown width, overall condition such as health and maintenance needs, overcrowding, possible problems, presence or absence of insects or diseases.	\$ <u>200,000</u>	\$ <u>200,000</u>
500 Trees		Per Tree (EACH)	
	Purchasing and delivery of 500 public shade trees (24" Box). Coordination with tree provider.	\$ <u>275</u>	\$ <u>137,500</u>
		TOTAL	\$ <u>337,500</u>

MEET THE TEAM



Michael Kalta

CEO of Greenfield Landscaping and Maintenance, Inc., Michael brings over 25 years of hands-on experience in the landscaping industry. With a lifelong passion for creating sustainable, aesthetically pleasing outdoor environments, Michael has grown Greenfield from a small family business into a respected peer in municipal and commercial landscaping contracting. Under his leadership, the company has expanded its operations while maintaining a solid commitment to quality, safety, and customer satisfaction. Michael's deep industry knowledge and dedication to excellence are the driving forces behind Greenfield's success.



Peter Wassif

As Director of Sales, Peter Wassif leads Greenfield's business development efforts, bringing a wealth of experience in client relations and sales strategy. Peter is responsible for cultivating new business partnerships, ensuring client satisfaction, and driving revenue growth. His focus on building strong, long-term relationships with clients allows Greenfield to consistently meet the evolving needs of our customers while delivering top-tier service. Peter's commitment to excellence and attention to detail make him a key part of the company's growth and success.



Johnathan Kalta

As the Operations Director, Johnathan brings extensive experience and expertise in managing field operations, logistics, and client relations. With a keen eye for efficiency and quality control, Johnathan coordinates crews, oversees equipment management, and ensures that all projects meet the company's high standards for timely, professional service. His leadership in optimizing operations and maintaining seamless communication between departments ensures the success of each project.

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Valerie Martinez



As the Executive Administrative Assistant, Valerie has over a decade of experience. She oversees the company's daily administrative functions. With a keen eye for detail and exceptional organizational skills, she ensures seamless compliance in our day-to-day operations. Valerie's expertise in scheduling, client communication, contract management, and compliance with industry regulations makes her a key contributor to the efficiency and success of Greenfield's operations. Her leadership fosters a structured and productive environment, ensuring all projects are executed smoothly and on time.

Vanessa Acosta



As the Co-Owner and Head of Human Resources, Vanessa brings a wealth of experience in managing talent, fostering employee development, and ensuring a positive and productive workplace environment. With a deep understanding of labor laws, employee relations, and compliance standards, Vanessa plays a crucial role in recruiting top talent, implementing training programs, and maintaining strong team morale. Her leadership in HR ensures that Greenfield operates efficiently with a skilled and motivated workforce aligned with the company's values and growth objectives.

CONTINGENCY PLAN

Our team recognizes that even with careful planning and execution, unforeseen challenges may arise during the course of the project. To minimize disruptions and ensure timely completion, we have developed a contingency plan that prioritizes safety, schedule adherence, and quality.

In the event of weather-related delays, our crew will adjust work sequencing to focus on tasks that can be completed under safe conditions. This may include shifting resources to indoor, sheltered, or preparatory work until weather conditions allow for full resumption of outdoor activities. Our project schedule includes built-in flexibility to absorb minor weather interruptions without impacting the overall completion date.

For equipment breakdowns or material shortages, we maintain relationships with multiple suppliers and rental companies to provide immediate backup resources. Our equipment fleet is serviced and inspected regularly to prevent avoidable downtime, but in the case of unexpected failure, replacement units can be mobilized quickly to keep progress moving.

Should staffing challenges occur, our team has access to a cross-trained labor pool that can be reassigned to maintain productivity without compromising safety or quality. Supervisors will monitor staffing levels daily and make adjustments as needed to align with project demands.

In every scenario, communication will be key. Any issues with potential schedule or cost impacts will be immediately communicated to the client, along with our recommended solutions. By planning for these contingencies in advance, we ensure that the project remains on track and that all work is delivered with the same high standard of quality, regardless of unexpected challenges.

NEXT STEPS

We take pride in offering superior landscape services tailored to meet the unique needs of each of our clients. We believe that exceptional communication is key to building strong, long-lasting partnerships. That's why we encourage our clients to reach out to us at any time with questions, requests, or further discussions about our services.

Our team is ready to address any specific needs and provide a more detailed overview of how our services can enhance the beauty and functionality of your outdoor spaces. You can expect prompt, reliable responses and the same level of dedication that sets Greenfield apart.

We'd like to show how Greenfield Landscaping and Maintenance, Inc. can exceed your expectations. Whether you need routine maintenance, irrigation management, or special landscaping projects, our team is here to provide a solution that perfectly fits your needs.

We look forward to the opportunity to collaborate with you and bring your landscape vision to life. Thank you for considering Greenfield Landscaping and Maintenance, Inc. as your trusted partner.

Sincerely,

The Greenfield Team



Michael Kalta

Chief Executive Officer
(626) 919-2792
michael@gflandscaping.com

Peter Wassif

Executive Sales Director
(714) 337-7496
peter@gflandscaping.com

Johnathan Kalta

Operations Director
(626) 723-8368
johnathan@gflandscaping.com

Valerie Martinez

Executive Administrative Assistant
(626) 919-2792
valerie@gflandscaping.com

Vanessa Acosta

Co-Owner & Head of Human Resources
(626) 919-2792
vanessa@gflandscaping.com



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 of Public Works

SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4421 TO HERRERA'S COATINGS RESTORATION FOR THE REFURBISHMENT OF PUBLIC RESTROOMS AT CHET HOLIFIELD, REGGIE RODRIGUEZ AND OTHER CITY PARK FACILITIES

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Find that it would be impractical, useless, or uneconomical for this project to follow the bidding procedures, and that the welfare of the public would be promoted by dispensing said procedures; and
2. By a four-fifths vote of the City Council, staff recommend authorizing the dispensing of a formal request for proposal (RFP) procedure and award a professional services agreement for the refurbishment of public restrooms at Chet Holifield, Reggie Rodriguez, and other City Park Facilities, in accordance with Montebello Municipal Code Chapter 3.21.025(C) -- Conformance with Bidding Procedures; and
3. Due to the vendor's familiarity, experience, intimate knowledge, and dealings with epoxy restoration of walls and floors in City facilities, award Professional Services Agreement No. 4421 to Herrera's Coatings Restoration for the amount of \$75,000; and
4. Authorize the City Manager to execute the professional services agreement; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Staff recommend awarding Professional Services Agreement No. 4421 (Attachment A) to Herrera's Coatings Restoration in the amount of \$75,000 (Attachment B), utilizing the exception to the procurement process allowed by Montebello Municipal Code Section

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 3

3.21.025(C) -- Conformance with Bidding Procedures:

When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;

Herrera's Coatings Restoration has successfully completed similar projects for the City in the past, delivering quality workmanship and timely service. As the company specializes in epoxy restoration, which is required for the refurbishment of restrooms at Chet Holifield, Reggie Rodriguez, and other City Park Facilities, staff recommends awarding a professional services agreement for Public Restroom Restoration, as allowed by Section 3.21.025(C).

Agreement No. 4421 provides for the refurbishment of epoxy coating in public restrooms and City Park Facilities. The adopted Fiscal Year 2025-26 Budget appropriated the necessary funds for this project in Account No. 100-30-510-7115 (General Fund, Public Works, Facilities Maintenance, Improvements - Building). Therefore, no budget amendment is needed as part of the recommended action.

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council approved the Fiscal Year 2025-26 Operating and Capital Budget. The City Council identified the restoration of public restrooms in City Parks as a key community priority and directed staff to evaluate existing restroom conditions and develop cost estimates for rehabilitation and maintenance. To support this effort, the City Council requested that dedicated funds be set aside in the Fiscal Year 2025-26 budget to ensure the timely planning, design, and implementation of restroom restoration projects across various park sites. This initiative reflects the City's commitment to improving public amenities, promoting cleanliness, and enhancing the overall user experience in its park facilities.

Herrera's Coatings Restoration has successfully completed similar projects for the City in the past, delivering quality workmanship and timely service. Public Works staff have worked closely with Herrera's Coatings Restoration, and are familiar with this company's abilities and quality of work. In an effort to address urgent citywide park restroom restoration needs, Staff recommend awarding Agreement No. 4421 (Attachment A) through an exception to the standard bidding procedure, foregoing the standard request for proposals / request for bids process. As the company specializes in epoxy restoration, which is required for the refurbishment of restrooms at Chet Holifield, Reggie Rodriguez, and other City Park Facilities, staff recommend awarding a professional services agreement for Public Restroom Restoration to Herrera's Coatings Restoration.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council find that conforming to the bidding procedures with regards to this project would be impractical, useless, or uneconomical as the chosen consultant has experience with this specific project. Additionally, staff also recommend that the City Council find that the welfare of the public would be promoted by dispensing with said bidding procedures for the same reason, as permitted by Montebello Municipal Code Section 3.21.025(C) -- Conformance with Bidding Procedures.

Due to their expertise and prior experience with the City of Montebello on similar projects, staff recommend awarding Agreement No. 4421 (Attachment A) to Herrera's Coatings Restoration in the amount of \$75,000 (Attachment B). Funds for this project were appropriated in the adopted Fiscal Year 2025-26 Operating Budget in Account No. 100-30-510-7115 (General, Public Works, Government Building Maintenance, Building Improvements). Staff also request that the City Manager be authorized to execute the agreement.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4421 - Herrera's Coatings Restoration
2. Attachment B - Herrera's Coatings Restoration Cost Estimate

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4421
WITH HERRERA'S COATINGS RESTORATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on October 22, 2025 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and HERRERA'S COATINGS RESTORATION (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a professional contractor to provide refurbishment of public restrooms walls and floors at City Park Facilities, in accordance with Montebello Municipal Code Chapter 3.21.025(C); 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

WHEREAS, the CITY evaluated the responses and determined that the CONTRACTOR 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. 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 and contractor's responses, as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of

PROFESSIONAL SERVICES AGREEMENT NO. 4421

Page 2 of 12

this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONTRACTOR 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 CONTRACTOR shall be compensated in an amount not-to-exceed **Seventy-Five Thousand (\$75,000)** per year ("Compensation"). The VENDOR shall provide an itemized billing statement to the CITY for all provided Public Restrooms Walls and Floors Refurbishment. The CONTRACTOR 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, 2026, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

PROFESSIONAL SERVICES AGREEMENT NO. 4421

Page 3 of 12

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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.

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocity.gov

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

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

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

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional 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 CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

PROFESSIONAL SERVICES AGREEMENT NO. 4421

Page 9 of 12

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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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@montebellocity.gov

With a copy to: City of Montebello – City Clerk’s Office
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 – 1200
Email: cityclerk@montebellocity.gov

If to Contractor: HERRERA’S COATING RESTORATION
2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
herrerascostingrestoration@gmail.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 receive verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES

Unless otherwise specified in writing, the CONTRACTOR 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 CONTRACTOR. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONTRACTOR. CONTRACTOR acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONTRACTOR with the governmental agency. This provision in no way guaranteed that the CONTRACTOR will agree to enter into a contract with a governmental agency pursuant to this Section.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4421

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**HERRERA'S COATINGS
RESTORATION**

Raul Alvarez, City Manager

John Herrera, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Cost Estimates

Exhibit 'A'

Herrera's Coatings Restoration

2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
herrerascostingrestoration@gmail.com
Lic#/1090374

Estimate

Estimate No: 348
Date: 09/23/2025

For: James Coiner
jcoiner@montebelloca.gov
(326) 796-9671

Description	Quantity	Rate	Amount
HOLIFIELD PARK RESTROOMS MENS AND WOMESN	1,612	\$15.00	\$24,180.00
- [] URETHANE CEMENT PROYECT FLAKES			
- [] 1.Clean Surface of grease,oils,and any contaminants before commencing prep work			
- [] 2. Floor Prep: Grind entire tiled surfaces to ensure proper adhesion of floor and wall coating system, with the use of planetary grinders assisted with Hepa-Filter dust recovery vacuum system. Use 40/60 grit abrasive diamond tools to achieve a Concrete Surface Profile of #3 (CSP3) and to remove 100% of the ceramic coating from tiles.			
- [] 3. Surface Repairs: Repair all cracks, divots and surface imperfections using epoxy polymer cement repair mortar to pre-fill where necessary.			
- [] 4. Fill all grout lines with epoxy paste filler to eliminate all grout lines before system installation.			
- [] 5.Basecoat: Apply100 % solids epoxy basecoatfollowed by a full broadcast of 1/8" flake onto the wet polymer base.			
- [] 6. Second Broadcast:Coat with Protect 100% solids clear epoxy followed by a full flake broadcast of 1/8" flake onto the wet polymer base to full rejection.			
- [] 7. GroutCoat:Scrape surfaces and vacuum to remove excess flakes, followed by 18 to 20-mil grout coat of Protect 0075 100% solids clear epoxy.			
- [] 8. Top Coat:Sand the surface to remove any sharp edges before the finished topcoat is applied, topcoat with Protect UR 2200 at 4 mils of high solids clear 2K urethane that is chemical, UV and abrasion resistant			
PREVAILING WAGE INCLUDING			

Subtotal	\$24,180.00
TAX 0%	\$0.00
Total	\$24,180.00

Total	\$24,180.00
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Herrera’s Coatings Restoration

Estimate

2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
herrerascoatingrestoration@gmail.com
Lic#/1090374

Estimate No:

349

Date:

09/23/2025

For:

James Coiner
jcoiner@montebelloca.gov
(326) 796-9671

Description	Quantity	Rate	Amount
REGGLE RODRIGUEZ PARK RESTROOMS MENS AND WOMENS	1,528	\$15.00	\$22,920.00
- [] URETHANE CEMENT PROYECT FLAKES			
- [] 1.Clean Surface of grease,oils,and any contaminants before commencing prep work			
- [] 2. Floor Prep: Grind entire tiled surfaces to ensure proper adhesion of floor and wall coating system, with the use of planetary grinders assisted with Hepa-Filter dust recovery vacuum system. Use 40/60 grit abrasive diamond tools to achieve a Concrete Surface Profile of #3 (CSP3) and to remove 100% of the ceramic coating from tiles.			
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PREVAILING WAGE INCLUDING			

Subtotal	\$22,920.00
TAX 0%	\$0.00
Total	\$22,920.00

Total	\$22,920.00
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CITY OF MONTEBELLO

Agreement No. 4421 Herrera's Coatings Restoration – Cost Estimates

Herrera’s Coatings Restoration

Estimate

2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
herrerascoatingrestoration@gmail.com
Lic#/1090374

Estimate No:

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Date:

09/23/2025

For:

James Coiner
jcoiner@montebelloca.gov
(326) 796-9671

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PREVAILING WAGE INCLUDING			

Subtotal	\$24,180.00
TAX 0%	\$0.00
Total	\$24,180.00

Total	\$24,180.00
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Herrera’s Coatings Restoration

Estimate

2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
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Estimate No:

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09/23/2025

For:

James Coiner
jcoiner@montebelloca.gov
(326) 796-9671

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PREVAILING WAGE INCLUDING			

Subtotal	\$22,920.00
TAX 0%	\$0.00
Total	\$22,920.00

Total	\$22,920.00
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ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3936 WITH A & A FLEET PAINTING, INC., TO PROVIDE VEHICLE PAINT AND BODY REPAIR SERVICES**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3936 with A & A Fleet Painting Inc. (A & A Fleet), for an additional one-year (1-year) term, to provide vehicle paint and body repair services; and
2. Authorize the City Manager to execute Amendment No. 2 on the City's behalf; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Through Amendment No. 2 to Agreement No. 3936, A and A Fleet will continue to provide vehicle paint and body repair services for the annual not-to-exceed amount of \$175,000. Sufficient allocations are included in Transportation's Fiscal Year 2025–26 adopted operating budget.

BACKGROUND/DISCUSSION:

On August 26, 2021, the City issued Request for Quotes (RFQ) No. 21-55, to procure vehicle paint and body repair services for over 200 City-owned vehicles on an as-needed basis. Proposals were due by October 12, 2021, with proposers encouraged to review all addendums and announcements. Four (4) responsive proposals were received from A & A Fleet, Fleet Collision Services, Montebello Autocraft, Inc., and Truck Pro, Inc.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 2

The Evaluation Committee reviewed and scored each proposal based on qualifications and pricing, including vendor experience, references, and cost. A & A Fleet received the highest overall score for its expertise, cost efficiency, and proven performance on similar projects. The company was determined to be the lowest responsible bidder and recommended for award. On November 10, 2021, the City Council approved a three-year agreement with two optional 1-year extensions, for an annual not-to-exceed amount of \$75,000.

On March 26, 2025, the City Council approved Amendment No. 1 to Agreement No. 3936 with A & A Fleet, extending services for one year and increasing the not-to-exceed amount to \$175,000 annually through November 10, 2025. Due to the quality and reliability of A & A Fleet's work, staff recommend that the City Council approve Amendment No. 2 to extend the agreement for an additional 1- year term to continue its service. This extension will provide ample time for staff to develop and issue an RFQ to solicit quotes from highly qualified vendors to provide future vehicle paint and body repair services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council approve Amendment No. 2 to Agreement No. 3936 with A & A Fleet, for an additional 1-year term — through November 10, 2026; authorize the City Manager to execute Amendment No. 2 on the City's behalf; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Amendment No. 2 to Agreement No. 3936
2. Attachment B - Agreement No. 3936 with A & A Fleet

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3936
WITH A AND A FLEET PAINTING INC.**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 22 day of October 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and A AND A FLEET PAINTING 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 City and the Consultant entered into an Agreement for vehicle body repair and painting services, dated November 10, 2021 ("Agreement"), under which the City retained the Consultant to provide services for City-owned vehicles on an as-needed basis; and

WHEREAS, on March 26, 2025, the City Council approved Amendment No. 1 to Agreement No 3936 to extend the agreement term by (1) one year, from November 11, 2025 – November 10, 2026 and increase the annual compensation to a not-to-exceed amount of one hundred and seventy-five thousand dollars (\$175,000), as outlined in Section 2 ("Services/Compensation");

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for an additional of one (1) year, under the same conditions as the original Agreement and amendments as outlined herein; and

NOW THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 2, the Parties hereto agree to extend the term of Agreement from **November 11, 2025 - November 10, 2026**

AMENDMENT NO. 2 TO AGREEMENT NO. 3936

Page 2 of 3

SECTION 3: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3936

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

A and A Fleet Painting, Inc.

Raul Alvarez, City Manager

Abel Bautista, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3936
WITH A AND A FLEET PAINTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 10, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A AND A FLEET PAINTING, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle body repair and painting services for City vehicles on an as-needed basis; and

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

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement.

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 ("RFQ No. 21-55"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated October 12, 2021, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated October 12, 2021 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Seventy-Five Thousand Dollars (\$75,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **November 10, 2021**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he or she is in

PROFESSIONAL SERVICES AGREEMENT NO. 3936

Page 5 of 12

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to

enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which

taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor: A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintinginc@yahoo.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3936

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

A AND A FLEET PAINTING, INC.



René Bobadilla, City Manager

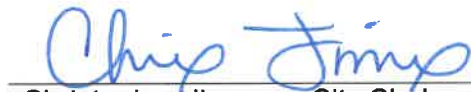


Abel Bautista, President

Date: 11/30/21

Date: 11/17/21

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQ No. 21-55
- Exhibit B – Contractor's Scope Of Services

Exhibit "A"
RFQ No. 21-55

City of Montebello



REQUEST FOR QUOTE (RFQ) No. 21-55



VEHICLE BODY REPAIR AND PAINTING SERVICES

August 26th, 2021

ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFQ are posted at:

<https://www.planetbids.com/portal>

INTRODUCTION

The City of Montebello (City) is soliciting quotes from highly qualified vendors (Vendor) to provide vehicle body repair and painting services for over 200 City-owned and operated vehicles on an as-needed basis. It is essential to maintain all operated vehicles and equipment in an effort to ensure the City provides reliable and efficient public services to the residents of Montebello and neighboring communities.

As Los Angeles County reopens and recovers from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to award an agreement to a Vendor that provides the lowest responsible bid for the vehicle body repair and painting services.

SCOPE OF SERVICES

PROJECT DESCRIPTION

The Request for Quote, No. 21-55 (RFQ No. 21-55), seeks a Vendor to provide auto body repair and painting services for all City-owned vehicles on an as-needed basis. The Vendor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Vendor's auto body shop unless otherwise agreed to in writing by the City. Compensation will be based on the cost sheet proposed in the Vendor's bid form (see Attachment B).

Auto Body Repair and Painting:

The Vendor will provide auto body repair and painting services for City-owned and operated vehicles (e.g. conventional, transit, and passenger vehicles) and equipment, including, but not limited to, general auto body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement, painting vehicle bodies, and other repair services.

Bent parts are to be straightened and reinforced or replaced if necessary. If vehicle decals are damaged, the Vendor will obtain new decals from the City and apply new decals to the repaired vehicle. Decal removal and installation will be included in the repair estimate.

All auto body work will receive at least three (3) coats of primer: two (2) during bodywork repair, and a minimum of one (1) during the painting process.

Painting Process Requirements:

The painting process will utilize the latest state-of-the-art painting and paint matching systems, mixing tools, and spraying tools and consist of the following in the order listed:

1. Primer
2. Base Coat
3. Clear Coat (either Solvent or Water-Based)

Acceptable Paint Manufacturer:

All paints used will be supplied from a qualified and reputable paint manufacturer, including, but not limited to, Diamont, DuPont, Duramix, Kustom Shop, PPG, and Sherwin-Williams. The Vendor will provide the name of the paint manufacturer used in each estimate.

General Auto Body Shop Requirements:

The Vendor will have a complete auto body shop that meets the following minimum requirements:

- A. Legally able and authorized to perform complete auto body repairs, as well as paint vehicles and equipment.
- B. Federal, State, and Local licenses and/or certifications are current and in good standing.
- C. Maintain a paint booth in legal compliance with all applicable laws.

- D. Maintain a secure storage area for all City-owned vehicles and have a 24/7 centrally monitored alarm system and outdoor security cameras.
- E. Possess a MIG and TIG welder or other electric spot welding equipment for auto body welding. Gas welding is not acceptable. The Vendor will ensure that the vehicle computer systems are disconnected from the vehicle prior to any welding operation. The Vendor is to replace, at his/her expense, any onboard vehicle computer damaged by not disconnecting the computer before any welding operations.
- F. Be available during normal business hours Monday through Friday, 8:00 AM to 5:00 PM.

Estimate Process Requirements:

The Vendor will provide an estimate for auto body repair and painting on an as-needed basis as requested. All repairs will be approved by the City in writing prior to work being performed. A notice to proceed will be provided in the form of a purchase order.

Prior to any repair, the Vendor and Vehicle Maintenance Manager will conduct a vehicle inspection to identify and describe the condition of the vehicle and list the detailed description on the estimate. The Vendor will assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the City under the agreement.

The estimate will include:

- A. Year, make, model, and mileage of the vehicle
- B. License plate number, VIN number, and City identification number
- C. In **BOLD**, state the estimate is in relation to an incident and note the incident report number and date, if applicable
- D. Itemized list of description of work to be performed
- E. Estimated number of labor hours of task
- F. Itemized list of parts and paint materials costs
- G. All incidentals or miscellaneous shop supplies and charges will be included and priced accordingly
- H. Sales tax and total repair estimate
- I. Approximate schedule to complete the repairs after receiving a notice to proceed
- J. If applicable, any recommendations for future repairs
- K. All estimates will be provided from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. The Vendor will provide the name and version of the guide or software used.

Parts:

All parts used to provide auto body repair will be new Original Equipment Manufacturer (OEM). All incidentals, materials, shop supplies, and charges will be included in the Vendor's hourly rate. The Vendor will furnish new unused OEM auto body parts, materials, and labor as required in accordance with the provisions and specifications contained herein.

Alignment:

The Vendor agrees to perform realignment of all vehicles when needed. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. The Vendor will ensure personnel or sub-contractor are qualified to perform alignment work

Framework:

The Vendor agrees to perform frame straightening of all vehicles when needed. The Vendor will ensure personnel or sub-contractor is qualified to perform all frameworks.

Airbag Components:

All airbag components will be replaced with NEW OEM parts when the decision has been made to replace the components.

Major Repairs:

If the metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Warranty:

The Vendor will specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in auto body work or paint finish.

Pickup and Delivery:

The Vendor will prompt free pickup and delivery of vehicles and equipment, including vehicle tow as necessary, when repairs or painting are required. The repaired vehicles will be returned to the City's Transportation Department by personnel with the knowledge necessary to review and discuss the quality or completeness of the repairs and review the vehicle condition report with the City's representative. If it is determined that the vehicle is not repaired properly, the vehicle will be returned to the Vendor's auto body shop for repair and delivery at no additional cost to the City. All vehicles will be returned to the City within 24 hours of completion of repairs.

Time for Performance:

Time is of the essence in returning City vehicles to service. The successful Vendor agrees that work assigned under the contract will receive priority over the other work in its auto shop unless specific prior approval has been obtained from the City.

If the City determines that the workload of the Vendor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to solicit for bids and award to a backup service provider. Repeated assignments to a backup service provider may result in contract termination.

Estimated Amount of Work:

The Vendor will perform such work as required by the City as needs are determined. The City has estimated that \$75,000 will be spent on auto body work during each year of the agreement. This figure is only an estimate and is not a binding guarantee of the work to be done under the agreement. Actual requirements may be more or less than the amounts estimated.

The items listed in RFQ No. 21-55 are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. RFQ No. 21-55 intends to provide one comprehensive award for all City vehicles and equipment with a single discount structure. However, the City reserves the right to make multiple contract awards.

GENERAL TERMS AND CONDITIONS

QUOTE SUBMITTALS

Quotes must be received by **Tuesday, October 12, 2021, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFQ No. 21-55. No exceptions will be granted regardless of reason or circumstances. Quote submittals will be received electronically via the City website, online electronic submission at www.PlanetBids.com

Responses to RFQ No. 21-55 must include the following:

- Cover sheet stating the following:
 - Company/Vendor Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date
- Vendor's resume
- Cost Proposal Sheet
- Three references

All Quotes must contain an original signature by an authorized officer of the company. Failure to provide all of the information requested above may result in the Quote being considered "non-responsive" and rejected.

POINT OF CONTACT

RFQ No. 21-55 is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the submission and procurement process. Communication initiated by Vendors to RFQ No. 21-55 with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiry or request during the submission or procurement process will be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Senior Procurement Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, the response will be issued to all prospective Vendors via www.PlanetBids.com.

INCORPORATION OF QUOTE INTO AGREEMENT

RFQ No. 21-55 and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Quote, will be binding and incorporated by reference in the City's agreement with the successful Vendor.

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFQ	Thursday	August 26 th , 2021
Deadline to Submit Questions	Thursday	September 9 th , 2021 at 3:00 PM PST
Responses to Questions Provided	Thursday	September 16 th , 2021
Deadline to Submit Quotes	Tuesday	October 12 th , 2021 at 3:00 PM PST
Presentations & Intent to Award	Week of November 8 th , 2021	

ADDENDA

Any changes made by the City to the requirements in RFQ No. 21-55 will be made by written addenda. Any written addenda issued to RFQ No. 21-55 will be incorporated into the terms and conditions of any resulting agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in RFQ No. 21-55 as the result of oral instructions. The City reserves the right to revise or withdraw RFQ No. 21-55 at any time and for any reason.

CLARIFICATIONS

Should a Vendor require clarifications of RFQ No. 21-55, the Vendor will notify the Point of Contact identified in RFQ No. 21-55 in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum will be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **Thursday, September 9, 2021 at 3:00 PM PST**. No questions will be answered individually by the City or Montebello Bus Lines (MBL).

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Vendors in accordance with the procurement schedule for RFQ No. 21-55. Inquiries received after the deadline will not be accepted and will be returned to the Vendor without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Vendors must satisfy themselves by personal examination of any worksite, drawings, Scope of Services, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No

proposing Vendor will at any time after submission of the Quote, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, will be called to the attention of the City and clarified before a Quote is submitted.

WITHDRAWAL OF QUOTES

Proposing Vendors may withdraw their Quote in writing, provided that such requests are received by the City before the scheduled deadline for Quote submission or within six (6) months following the scheduled deadline for Quote submission when no agreement has been awarded.

SCOPE OF AGREEMENT

The Vendor will provide all services necessary as per the Scope of Service described in RFQ No. 21-55.

AGREEMENT TERM

The agreement term will be for a base period of three (3) years with two (2) one-year (1) term options, exercisable at the City's discretion.

AWARD OF AGREEMENT

The agreement resulting from RFQ No. 21-55 will be awarded to the responsive and responsible Vendor whose quote, conforming to the requirements of RFQ No. 21-55, is determined to be the lowest responsible bid ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement will exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

- Accept all or any part of a Quote;
- Reject any or all Quotes for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the agreement as the interest of the City may require;
- Cancel the entire RFQ; or
- Issue subsequent RFQ's.

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of RFQ No. 21-55 will evaluate all the Quotes.

EVALUATION CRITERIA

Acceptance of any statement submitted pursuant to RFQ No. 21-55 will not constitute any implied intent to enter into an agreement for contracting services. Award will be made to the Vendor whose Quote offers the lowest responsible bid and complies with all requirements prescribed herein. If the Vendor with the lowest responsible bid refuses or fails to execute the agreement, the City may award the agreement to the next Vendor with the lowest responsible Bid.

REFERENCES

All reference information requested in RFQ No. 21-55 and specified on the form included in RFQ No. 21-55 must be submitted with the Quote (see Exhibit A).

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Vendor's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all Evaluation Committee members will travel, at City expense, to sites at which finalist Vendors are performing like services. The purpose of such visits will be to provide the Evaluation Committee with an increased understanding of the process and assess the Vendor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Quote it will be signed and the full name and address of the Vendor will be given. If a partnership makes the Quote, it will be signed with the partnership name, by a member of the partnership who will sign by name and the name and address of each partner will be given.

If a corporation prepares the Quote, the name of the corporation will be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation will be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Quote. A certified letter is to be included in the Quote accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Vendor in:

- Preparing the Quote in response to this request
- Submitting that Quote to the City
- Negotiating with the City any matter related to this Quote, and/or
- Any other expenses incurred by the Vendor before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Quotes for no reason or any reason including, but not limited to, the following:
 - a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
3. Accept all or any part of a Quote;

4. Cancel the entire RFQ;
5. Issue subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

LICENSING, PERMITS, AND TAXES

The Vendor will be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits will be the responsibility of the successful Vendor. The successful Vendor is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's product, services, and facilities will be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in RFQ No. 21-55.

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each Quote received will become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Quote confidential as a trade secret is first obtained, each Quote will be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City will not in any way be liable or responsible for the disclosure of any Quotes or portions thereof absent such agreement; nor will such agreement preclude the City from disclosing any Quote or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two (2) or more Vendors desire to submit in response to RFQ No. 21-55, they will do so on a prime-sub Vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Quote submitted on behalf of any form of a joint venture or partnership between two (2) existing Vendors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It will be the burden of the successful Vendor to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein will be secured at the expense of the successful Vendor. Personnel will not be employees of or have any contractual relationship with the City. Successful Vendor's personnel will conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of the contract. All sub-Vendors of successful Vendor will abide by all the requirements outlined in this section.

SINGLE QUOTE RESPONSE

If only one Quote is received in response to RFQ No. 21-55, a detailed cost/price Quote may be requested of the Vendor. A cost or cost and price analysis and evaluation and/or audit of the cost

may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Vendor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFQ) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of RFQ No. 21-55 will be received no later than ten (10) days before the Quote due date; or within five (5) days after Quote opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests will be submitted to the Point of Contact identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR VEHICLE BODY REPAIR AND PAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide the CITY with auto body repair and painting services ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 (RFQ No. [21-55]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Quote").

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

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

- A. RFQ No. 21-55;
- B. Proposer's [DATE] Quote for Vehicle Body Repair and Painting Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. Any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner.

All of the provisions of said Contract Documents constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

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

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

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

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

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

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers'

Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents (\$2,000,000.00)** per occurrence or claim, **Two Million Dollars and Zero Cents (\$2,000,000.00)** aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the

word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. 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 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

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

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

**RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET**

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	\$ /hr.
2	Labor – Painting	\$ /hr.
3	Labor – Mechanical/Electrical	\$ /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	%
5	Paint Materials Rate	\$
GRAND TOTAL		\$

Name of Manufacturer(s) (List All)

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

Exhibit "B"
CONTRACTOR'S SCOPE OF SERVICES

A and A Fleet Painting Inc

TEL (562) 254-0721
13565 12th STREET,
CHINO, CALIFORNIA 91710

Abel Bautista, President.
Email: aafleetpaintinginc@yahoo.com

A handwritten signature in black ink, appearing to read 'Abel Bautista', with a stylized flourish at the end.

10/12/21

Cover Page

A AND A FLEET PAINTING INC

13565 12TH STREET CHINO CA 91710

MISSION STATEMENT

Our mission is to provide our customers a highly qualified repair service. We understand the concern that comes with down time. It is our philosophy to complete any job with the quality you expect as fast and efficiently as possible, to ensure that you can get back to business.

Our capabilities

Over 30 years of experience in

Painting, Welding, Heavy and Light duty Collision, Fiberglass Repair and Mold Fabrication

11 Painters, 10 painter helpers, 7 Bodyman, 4 Welders, 4 Estimator

3 Paint Booths

One 65ft Booth

One 55ft Booth

One 80ft Booth

70,000 sqft Facility

24/7 on Site Security

WHAT WE OFFER

We understand that down time cost money. That is why we offer the following service to help reduce the cost of having your vehicle down.

- i. Heavy Duty Collision Repair/ Insurance Repair
- ii. Automotive Collision Repair/ Insurance Repair
- iii. Structural Frame Repair and Welding
- iv. Custom Paint
- v. Custom Metal Fabrication
- vi. Fiberglass mold fabrication
- vii. Fiberglass repair
- viii. Vinyl Decal Installation
- ix. Upholstery
- x. Electrical/Mechanical Troubleshooting and Repair

REFERENCES

List at Least Three (3) Professional References:

Project City/Agency/Other:	Mv Transportation Inc		
Person of Contact:	Mark Lopez		
Phone Number:	(213)248-1120		
E-mail Address:	mark.lopez@mvtransit.com		
Address:	1950 E. Washington Blvd		
City, State, Zip Code:	Los Angeles Ca, 90021		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 250,000	
	Award Date:	12/30/21	
	Term of Contract:	Net 50	
	Description of Work:	Collsion Repair and Paint	
Project City/Agency/Other:	Transdev /LACTMA Div. 98		
Person of Contact:	Ray Allen		
Phone Number:	(323) 342-0749 Ext: 231		
E-mail Address:	ramon.allen@transdev.com		
Address:	1611 Naud St		
City, State, Zip Code:	Los Angeles Ca, 90012		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ \$1,000,000	
	Award Date:	07/10/2018	
	Term of Contract:	Net 30	
	Description of Work:	Collsion repair and paint	
Project City/Agency/Other:	Omni Trans		
Person of Contact:	Victoria Chesney		
Phone Number:	(909) 379-7483		
E-mail Address:	victoria.chesney@omnitrans.org		
Address:	4748 Arrow Highway		
City, State, Zip Code:	Montclair, Ca 91763		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ \$404,032	
	Award Date:	3/3/21	
	Term of Contract:	Net 30	
	Description of Work:	Strip and Paint Complete Bus and Collsion R	

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

**RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET**

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	\$ 40 /hr.
2	Labor – Painting	\$ 35 /hr.
3	Labor – Mechanical/Electrical	\$ 50 /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	20 %
5	Paint Materials Rate	\$ 28
GRAND TOTAL		\$ 153

Name of Manufacturer(s) (List All)

Sikkens _____
 Exalta _____

Debeer _____
 Valspar _____

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [x] (Net 30 days)

If Yes, the Payment Discount is 0 % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	Abel Bautista, President
Business Name:	A and A Fleet Painting Inc
Address:	13565 12th Street
City, State, Zip Code:	Chino, Ca 91710
Phone Number:	(562) 254-0721
E-mail Address:	aafleetpaintinginc@yahoo.com
Authorized Signature:	 Date: 10-12-21



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/23/2021

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
PIRRITANO INSURANCE AGENCY
PO Box 91446
City Of Industry, CA 91715-1446
License#: 0622210

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 961-5541 **FAX** (A/C, No): (626) 961-9806
E-MAIL
ADDRESS: ppirritano@farmersagent.com

INSURED **Abel Bautista**
A & A Fleet Painting Inc
13563 12 TH ST
CHINO, CA 91710
(562) 254-0721

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE EXCHANGE	21652
INSURER B: MID CENTURY INS COMPANY	21687
INSURER C: TRUCK INSURANCE EXCHANGE	21709
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			60471-44-58	02/11/21	02/11/22	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	GEN'L AGGREGATE LIMIT APPLIES PER:			60471-44-58	02/11/21	02/11/22	MED EXP (Any one person) \$ 5,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ INC
A	☐ AUTOMOBILE LIABILITY			60471-44-58	02/11/21	02/11/22	GENERAL AGGREGATE \$ 2,000,000
	☐ ANYAUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ GAR LIAB						PRODUCTS - COMP/OP AGG \$ 1,000,000
C	☒ UMBRELLA LIAB			6062972-76	02/11/21	02/11/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE						BODILY INJURY (Per person) \$
A	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			60471-44-58	02/11/2021	02/11/2022	BODILY INJURY (Per accident) \$
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PROPERTY DAMAGE (Per accident) \$
A	☒ EPLI COVERAGE			60471-44-58	02/11/2021	02/11/2022	GAR AGGREGATE \$ 4,000,000
	☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ 3,000,000
A	☐ PER STATUTE ☐ OTH-ER			60471-44-58	02/11/2021	02/11/2022	AGGREGATE \$
	☐ E.L. EACH ACCIDENT ☐ E.L. DISEASE - EA EMPLOYEE ☐ E.L. DISEASE - POLICY LIMIT						\$
A	☐ E.L. EACH ACCIDENT ☐ E.L. DISEASE - EA EMPLOYEE ☐ E.L. DISEASE - POLICY LIMIT			60471-44-58	02/11/2021	02/11/2022	1,000,000
	☐ E.L. EACH ACCIDENT ☐ E.L. DISEASE - EA EMPLOYEE ☐ E.L. DISEASE - POLICY LIMIT						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF MONTEBELLO, its officers, officials, employees, agents and volunteers as additional insured as respects:

TOTAL LIABILITY WITH THE UMBRELLA IS 5,000,000 TOTAL AGGREGATE IS 7,000,000

CERTIFICATE HOLDER

CANCELLATION

CITY OF MONTEBELLO
400 S TAYLOR 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2021

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED A and a Fleet Painting Inc 13565 12th St Chino CA 91710		INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31470	

COVERAGES**CERTIFICATE NUMBER:** 2198741**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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 ☒ Y	N/A	N	AAWC277877	01/18/2021	01/18/2022 ☒ 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)

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello 400 S. Taylor Ave 400 S. Taylor Ave 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
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ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: APPROVE AGREEMENT NO. 4422 BETWEEN THE CITY OF MONTEBELLO AND BLINK NETWORK, LLC FOR THE INSTALLATION, OPERATION, MANAGEMENT AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Exclusive Electric Vehicle Charging Services Agreement No. 4422 with Blink Network, LLC for the installation, operation, management, and maintenance of the electric vehicle charging stations at City Hall; and
2. Authorize the City Manager to negotiate terms and execute the agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to entering into the agreement with Blink Network, LLC (Blink) for the installation, operation, management and maintenance of the electric vehicle (EV) charging stations being installed at City Hall. On September 27, 2023, City Council approved a participation agreement between the City of Montebello and Southern California Edison (SCE) for the installation of EV infrastructure under the Charge Ready Program. On April 10, 2024, the City Council authorized participation in the Los Angeles County Public Power Up program for the acquisition of 34 Level II EV charging stations at City Hall.

SCE's Charge Ready Program is covering the cost of the infrastructure for construction of the EV chargers and Los Angeles County's Public Power Up program will be covering

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 3

the cost of purchasing and installing the EV charging stations. Between the two programs, all necessary funding to construct the EV charging stations at City Hall is covered.

The proposed agreement with Blink will be for the installation, ongoing operation, management and maintenance of the EV charging stations. The agreement will not have any cost associated with it. Once the EV charging stations are installed and in operation, the City will receive 25% of all revenues collected, minus monthly network and transaction fees.

BACKGROUND/DISCUSSION:

On November 15, 2021, President Biden signed a new \$1 trillion dollar Infrastructure Bill that made competitive funding available for sustainability and resilience projects. The State of California partnered with SCE to offer the Charge Ready Program to meet the need for electric charging infrastructure. The Charge Ready Program launched on July 12, 2021, offering multiple programs and incentive options for existing commercial, multifamily, and public buildings, with a target goal to install more than 38,000 charging ports across the state. The program is funded through the California Public Utilities Commission (CPUC) and is administered by SCE to accelerate the implementation of electric vehicles throughout California. The program covers “make-ready infrastructure” up to the charging station stub-outs.

The Los Angeles County Public Power Up program provides no-cost Level II EV charging equipment at public facilities in Los Angeles County’s disadvantaged communities. The program’s goal is to provide EV charging options for residents with limited access to privately-owned EV chargers. The program is offered exclusively to the Southern California Regional Energy Network, which is administered by Los Angeles County and aims to promote energy efficiency and sustainability throughout Southern California. The City is an enrolled agency and therefore is eligible for the program.

On September 27, 2023, the City Council approved an agreement with SCE for the installation of EV charging station infrastructure at City Hall. On April 10, 2024, the City Council authorized the City to participate in the Los Angeles County Public Power Up program for the acquisition of 34 Level II EV charging stations, valued at \$191,775. The EV charging stations will be procured through The Energy Coalition, which is the agency that Los Angeles County utilizes for the Public Power Up program. Both of these programs will provide the necessary funding to cover all costs associated with the EV charging stations project.

The project is expected to be completed by December 31, 2025. SCE is nearing completion of the first phase of the project which is to install the EV charging station infrastructure. Once completed and upon approval of the agreement, the second and final phase of the project will include the installation of the 34 Level II EV charging stations. Installation will be provided by Blink who will then operate, maintain, and manage the EV charging stations.

ENVIRONMENTAL:

N/A

ANALYSIS:

The proposed agreement with Blink will include terms for the installation, operation, management, and maintenance of the 34 Level II EV charging stations at City Hall. The agreement will be for a five-year term with automatic renewals. The City will own the EV charging stations and Blink will provide onsite oversight.

Blink will establish the charging rates and will be responsible for paying all electricity costs associated with the EV charging stations. The terms will consist of a revenue sharing agreement where the City will receive 25% of all revenues collected, minus monthly network and transaction fees. Additionally, Blink will provide all necessary reporting required by SCE for the Charge Ready Program.

SUMMARY:

Staff recommends that the City Council approve the Exclusive Electric Vehicle Charging Services Agreement No. 4422 with Blink Network, LLC for the installation, operation, management and maintenance of electric vehicle charging stations at City Hall and authorize the City Manager to negotiate terms and execute the agreement on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4422 in Substantial Form



ATTACHMENT A

CITY OF MONTEBELLO

AGREEMENT NO. 4422 – EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT WITH BLINK NETWORK, LLC

EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

BETWEEN:

BLINK NETWORK, LLC An Arizona limited liability company 5081 Howerton Way, Suite A Bowie, MD 20715 Tel: (305) 521-0200 Fax: (305) 521-0201: Email: sales@blinkcharging.com (hereinafter “Provider”)	AND	<u>City of Montebello</u> Client’s Name EIN A Municipal Government Client’s State of Incorporation <u>1600 W. Beverly Blvd.</u> <u>Montebello, CA 90640</u> Client’s Business Address Tel: (323) 887-1200 Email: dsosnowski@montebellocga.gov (hereinafter “Client”)
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Provider and Client may be individually referred to as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Provider is engaged in manufacturing, marketing, selling, managing, and servicing electric vehicle (“**EV**”) charging equipment (the “**Equipment**”); and

WHEREAS, Client is the owner, leaseholder, or manager of the property(ies) located at the address(es) listed on Schedule I (“**Property**”); and

WHEREAS, Client and Provider are interested in engaging in a purchase, deployment, and service arrangement for the Equipment on the Property and establish the terms and conditions of such arrangement through this agreement (the “**Agreement**”).

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT SUMMARY:

Provider	In some Sections in this Agreement “ Provider ” may include Provider’s affiliates, subcontractors, and/or agents
Effective Date	For the purposes of the Parties obligations, the date this Agreement is Executed; and for the purposes of the expiration of the Term only, the date the Equipment is actually installed
Initial Term	5 years following the Effective Date (per SoCal Edison “SCE” data reporting requirement)
Renewal Term	Two automatic renewals of 5 years each
Equipment	The Equipment listed on Schedule II
Property	Those property address(es) listed on Schedule I
Equipment Ownership	Client
Installation Responsibility	Provider
Other Charges	Network/connectivity Fees \$18 per month Transaction Fees – 8% of Gross Revenues Provider reimburses: Electricity
Equipment Prices	Covered by Provider
Revenue Sharing	Provider 60% - Client 40%

*All the terms used in the summary above have the same meanings attached to the terms within this Agreement.

1 Engagement

- 1.1 Provider and Client hereby engage in this exclusive electric vehicle charging service agreement whereby: (i) Provider will supply, operate, and service the Equipment listed on Schedule II, for which Client agrees to purchase the Equipment from Provider; and (ii) Client shall complete the make-ready requirements in strict accordance with Schedule III (the “**Make Ready Requirements**”) at the property addresses listed on Schedule I under the terms and conditions hereof throughout the Term.
- 1.2 **Participation.** Other municipalities or public agencies in the State of California may be interested in purchasing equipment and services as procured through this Agreement. Provider agrees that the price offered in this Agreement will be extended to other public agencies in the State of California not later than ninety (90) days after award by the City of Montebello. Any such “piggy-back” awards will be made independently by each agency, and the City of Montebello or its consultants, are not an agent, partner or representative of these agencies and is not obligated or liable for any

action of debts that may arise out of such independently negotiated “piggy-back” procurements. Is it also understood and agreed that each public agency will establish its own contract with Provider and the City of Montebello is not a legally bound party to any contractual agreement made between Provider and any other entity other than Client.

- 1.3 **Make Ready.** Client shall complete the Make Ready Requirements at the location(s) within the Property specifically designated for EV charging by Client and set forth and/or depicted by diagrams on Schedule I (collectively, hereinafter the “**Designated Areas**”). The Property list (Schedule I) may be updated from time to time throughout the Term to include additional properties. Client undertakes to (i) use licensed professional services and (ii) obtain all necessary permits to complete the Make Ready Requirements within ninety (90) days following the execution of this Agreement.
- 1.4 **Installations.** Following Client’s verification to Provider that the electric panels, breakers conduits, and wiring are all fully functional

and supply adequate electricity to the Designated Area, Provider shall install the Equipment at the Designated Areas. Provider will connect the Equipment to the electricity grid and bear certain costs associated with the installation of the Equipment. Provider's installation responsibility is limited to (i) connecting the Equipment to the fully-functioning electric panels, breakers conduits, and wiring that supply adequate electricity; and (ii) the commission of the Equipment on the Blink Network. Provider undertakes to: use licensed professional services and obtain all necessary permits to install the Equipment within sixty (60) days following the execution of this Agreement, subject to Client completing its Make Ready Requirements. The Parties will execute an Installation Date Acknowledgement Certificate (Schedule IV) on the date of Provider's installation to establish the Effective Date.

1.5 **Services.** Provider will service and operate the Equipment at the Designated Areas for the Term (defined below).

2 Term and Termination

2.1 **Initial Term.** The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date ("Initial Term"), as required for SCE data reporting.

2.2 **Renewal Term; Term.** This Agreement shall automatically renew for two additional five (5) year renewal terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"). Upon expiration of the second Renewal Term, unless terminated earlier, the Agreement shall continue on a month-to-month basis.

2.3 **Termination.** Provider may choose to terminate this Agreement by delivering Client a written notice of its intent to terminate prior to the expiration of the Term or any applicable Renewal Term with a 90-day notice.

2.4 **Termination Fee; Removal Cost.** Intentionally omitted.

2.5 **Removal of Equipment.** Intentionally omitted. ~~Provider shall have the right, but not the obligation, upon the termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination/expiration and to remove any and all Equipment (which all right, title, and interest in said Equipment shall at all times during the term of this Agreement, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall coordinate the removal of Equipment with Client.~~

3 Equipment

3.1 **Supply.** Provider shall supply the Equipment listed on Schedule II hereof, shortly after the execution of this Agreement.

3.2 **Ownership.** All rights, titles and interests in and to the Equipment shall, at all times during the Term, be and remain the property of Client. The Client's ownership shall include, but not be limited, to all hardware, software, records, files and/or data collected or produced by the Equipment (the "Proprietary Data"), as well as any and all environmental (or similar) credits generated by the Equipment or the use or disbursement of electricity by the Equipment.

3.3 **Grants and Rebates.** Client holds all right, title, and interest in and to any grants and/or rebates received, or which may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Network under this Agreement.

____ (Client initials)

3.4 **Additional Equipment.** Provider may assess, from time to time, the need for additional Equipment on the Property based on certain parameters and make its recommendations to the Client. If accepted: (i) Client shall complete the Make Ready Requirements at

the locations for any additional Equipment and carry all associated costs; (ii) the Parties will execute an Installation Date Acknowledgement Certificate (Schedule IV) for the additional Equipment, which will establish a new Effective Date. The Term of this Agreement shall restart from the new Effective Date.

3.5 **Markings.** Provider shall ensure the Equipment is clearly marked with the following information for users: (i) Provider's contact information for complaints, notification, and service issues and (ii) a statement of Provider's responsibility to service issues, damages, or loss.

3.6 **Property Condition.** Client agrees, at its own expense and at all times during the Term, to keep public areas, streets, and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish, and in good repair and condition. In addition, Client shall provide and maintain, in compliance with any applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment. Client shall be responsible for protecting the Equipment on the Property.

3.7 **Internet Connection.** In the event the Equipment cellular signal is not available or non-functioning, Client will allow Provider to access its Wi-Fi network or wired ethernet (LAN) if such networks are available at the Property.

3.8 **Signage.** Client will install and pay all costs and expenses associated with signage that Provider will supply for marking the spot in the Designated Area(s) as EV charging station area(s).

4 Access to Equipment

4.1 Client grants Provider a license for Provider, its employees, agents, and vendors to enter upon the Property at any time (and to the extent possible, with notice to Client), for the purposes of inspecting, servicing, and maintaining the Equipment. Client shall not interfere with Provider's services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement; provided that, to the extent possible, Provider gives Client at least 24 hours notice ahead of any entry into the Property.

5 Licenses/Permits

5.1 Client must obtain all necessary licenses and/or permits to complete the Make Ready Requirements at the location and for the operation of the Equipment and shall be exclusively responsible for any citations as a result of any default hereunder.

6 Maintenance and Service

6.1 Provider will service and operate the Equipment.

6.2 Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order.

6.3 Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.

6.4 If Client knows, or becomes aware, of any actual or potential claim against Provider by any person or entity, or any actual or potential malfunction of the Equipment, Client shall promptly notify Provider upon discovery of such claim or malfunction.

6.5 If the Equipment requires maintenance or replacement due to (i) vandalism; or (ii) issues arising from Client's completion of the Make Ready Requirements, Client shall be responsible for carrying the costs associated with such services. Provider shall provide an estimate for repairs and deduct the cost of such repairs through the monthly remittance of revenue sharing with the Client.

7 Payments and Fees

7.1 **Collection of Revenue.** Provider will record the Equipment usage and collect all revenue generated by the Equipment.

- 7.2 **Revenue Payment.** Provider shall remit to Client forty percent (40%) of the Net Revenues generated by the Equipment (“**Revenue Payment**”: split 25% to City of Montebello and 15% to CIOPRO US who provides program management oversight).
- 7.3 “**Net Revenues**” are defined as the gross revenues generated from the Equipment through EV charging fees and advertising (“**Gross Revenues**”), minus: (i) any and all taxes paid by Provider, (ii) transaction fees of eight percent (8%) of Gross Revenues, (iii) \$18.00 per month, per charging station in network/connectivity fees related to the operation of the Equipment, and (iv) Electricity payments or reimbursements by Provider for the period (i), (ii), and (iii) being referred to hereinafter as the “Fees”).
- 7.4 Provider shall issue the Revenue Payment to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly revenue period. An activity report for the reported month detailing: (i) the number of transactions, (ii) the Gross Revenues, and (iii) the Fees will accompany each Revenue Payment.
- 7.5 If the Gross Revenues do not cover the Fees incurred in a given month, such unpaid Fees will accrue to the following month.
- 7.6 Client waives all claims for any additional payments beyond the Revenue Payment.
- 7.7 **ACH Payments.** Client will obtain its monthly Revenue Payments through direct electronic transmissions (ACH Payments) by providing its banking information to Provider and executing the ACH form attached as Schedule V hereof. Client agrees that unless Client executes the ACH Form, no Revenue Payment shall be processed to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement (defined below)) exceeds \$50.00 or (ii) it is January 15th and there are unpaid Revenue Payments due to Client as of December 31st of the previous year.
- 7.8 **Session Limits.** Provider shall be solely responsible for managing issues relating to session time limits, advertising fees, or other charges relating to the use of the Equipment.
- 7.9 **Electricity.**
- Client Electric Meter.** If the Equipment is connected to Client’s electric meter, Provider shall reimburse Client for the electricity used by the Equipment (the “**Electricity Reimbursement**”), in accordance with the usage indicated by the Equipment’s internal meter. The meter indicates the exact amount of Kilowatt-hours (kWh) that the Equipment utilizes in charging EVs during each calendar month (“**Monthly kWh**”). Provider will then reimburse the Client for the Monthly kWh at the rate per kWh, which the utility company charges the Client in its monthly electricity bill. The Electricity Reimbursement shall be issued by Provider to Client together with the Revenue Payment. Unless Client executes the ACH Form Schedule V, no Electricity Reimbursement shall be sent to Client unless and until either (i) the aggregate amount due to Client (including the Revenue Payment and the Electricity Reimbursement) exceeds \$50.00 or (ii) it is January 15th and there are unpaid Electricity Reimbursements due to Client as of December 31st of the previous year.
- Provider Electric Meter.** Provider is hereby granted the option, which it may exercise at its sole discretion, to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Client.
- 7.10 **Equipment Upgrade.** During the Term, Provider, at its sole discretion, may upgrade the Equipment within the Designated Areas. Provider shall be solely responsible for all costs associated with such upgrade.
- 7.11 **Relocation.** Intentionally omitted.

8 Press releases and Public Filings

- 8.1 Provider and/or its parent may disclose information relating to this Agreement in any manner necessary to comply with any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law.
- 8.2 Provider and/or its parent may release information concerning this Agreement as a press release substantially similar to the draft press release attached as Schedule VI hereto.
- 8.3 Client agrees that Provider may use Client’s name and logo as a customer in its marketing materials.
- 8.4 Client may not disclose any information relating to this Agreement without obtaining Provider’s prior written approval. Provider’s approval shall not be unreasonably withheld. Provider acknowledges that disclosure of public information shall be done to the extent required under applicable state and federal public disclosure laws.

9 Exclusive Right and Option

- 9.1 **EV Exclusivity.** Client hereby grants Provider with an exclusive right to install, maintain, service, and operate any EV charging equipment on the Property during the Term.
- 9.2 ~~During the Term, in the event that additional Designated Areas for EV charging equipment will be needed on the Property, Provider shall have the exclusive option to provide, operate, and service the Equipment at said location (“Additional Equipment”). The Additional Equipment shall be listed and added to Schedule II, the new locations shall be added to the list of the Designated Areas Schedule I, and all terms and conditions of this Agreement shall apply to the Additional Equipment.~~
- 9.3 ~~Provider shall have the sole determination on the appropriate ratio of Equipment in a Designated Area under this Agreement.~~

10 Indemnification

- 10.1 Client shall indemnify Provider and hold it harmless from and against any and all claims, actions, damages, liabilities, and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Client its agents, employees or servants (the “Indemnified Matters”), including costs and reasonable attorneys’ fees related to the Indemnified Matters.
- 10.2 Provider shall indemnify Client and hold it harmless from and against any and all claims, actions, damages, liabilities, and expenses incurred in connection with loss of life, personal injury, and or damage to property arising directly out of the negligence or misconduct of Provider.

11 Limitation of liability

- 11.1 Provider’s aggregate liability under this Agreement shall not exceed the greater of: the aggregate Net Revenues retained by Provider in the calendar year prior to the event giving rise to a claim; or the maximum compensation paid by the applicable insurance if the liability is covered by an existing insurance policy.
- 11.2 In no event will Provider be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use of the Equipment, this Agreement or otherwise or based on any express, implied or claimed warranties not specifically set forth in this Agreement.

12 Confidential Information

- 12.1 The Parties incorporate the attached Non-Disclosure Agreement

(Schedule VII) into the terms of this Agreement.

13 Injunctive Relief

13.1 Provider shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and such remedy shall be available in addition to all other remedies available at law or in equity.

13.2 In such action, Provider shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

14 Privacy

14.1 Where a Party provides or makes available personal information to the other Party in connection with this Agreement, the first Party must: (i) comply with all Privacy Laws in relation to that personal information; and (ii) take all steps that are reasonable in the circumstances to keep that personal information safe and secure.

14.2 Privacy Laws. Client agrees that to the extent that any Confidential Information provided to Client comprises any Personal Data Client will: (i) comply with all applicable Data Protection Laws "Data Protection Laws" means: (a) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any regulations and secondary legislation, as amended or updated from time to time in the Client's country of residence; (b) any successor legislation to the GDPR or the Data Protection Acts 1988 and 2018; and (c) the Privacy laws of the State the Client is located, in connection with the processing of such Personal Data (the terms "processing" and "Personal Data" having the meaning given to such terms in Data Protection Laws from time to time); and (ii) when applicable, not transfer Confidential Information comprising Personal Data outside the EEA unless the Client can ensure that such transfer is performed in accordance with the Data Protection Laws.

15 Force majeure

15.1 If Provider is delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war, pandemic or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

16 Dispute resolution

16.1 This Section 16 applies to any dispute which arises between Provider and Client in connection with this Agreement ("Dispute").

16.2 **Amicable Resolution.** If either Party considers that a Dispute has arisen as a result of the conduct of the other Party, it may issue a notice to the other Party, setting out reasonable particulars of the conduct which gives rise to the Dispute ("Dispute Notice"). The Parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute (the "Discussion").

16.3 If the Dispute has not been resolved within ten business days following the Discussion, either Party may pursue its rights and remedies under this Agreement as it sees fit.

16.4 **Court Proceedings.** Notwithstanding the above, Provider may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.

16.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws. Any suit involving any Dispute arising under this

Agreement may only be brought in State or Federal Court of Los Angeles County, California, which shall have exclusive jurisdiction over the subject matter of the Dispute.

17 Notice

17.1 Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be: (i) hand-delivered, or (ii) mailed by certified mail, return receipt requested, or (iii) sent via recognized overnight courier service to the addresses listed above, or (iv) transmitted by fax, or (v) by email.

17.2 Notwithstanding Section 17.1, above neither Party may use email or fax transmissions to give notice of breach or termination to the other Party, such breach/termination notice must be sent by certified mail return receipt requested.

18 Insurance

18.1 Each Party shall hold and maintain, at all times during the Term, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party's responsibilities under this Agreement and in accordance with standard industry practice.

19 General

19.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever, and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

19.2 Client agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement.

19.3 Client may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider.

19.4 This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.

19.5 A right under this Agreement may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in the waiver.

19.6 This Agreement may be signed in any number of counterparts. All counterparts together make one instrument. This Agreement may be signed electronically.

19.7 **Client Representation:** If Client is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Client does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Client hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel titled "Property Owner/Leaseholder's Acceptance and Agreement." **[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute

Signed by the authorized representative of **PROVIDER:**

Signed by the authorized representative of **CLIENT:**

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

Property Owner/Lessee’s Acceptance and Agreement:
By adding our signature below, we accept all of the terms of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Client to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property:

Signature:

Name:

Position:

Date:

Property Address	Designated Area	Mark on the Map	Point of Contact
1600 W. Beverly Blvd. Montebello, CA 90640		Map to be provided	

DRAFT

Equipment Name	Details	Serial Numbers
NOTE: Please provide equipment list that was already approved.		
NOTE: We will not be leasing/amortizing as Blink is getting paid through our grant all procurement costs upfront. The City will not be paying for or leasing any equipment.		

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SCHEDULE III – MAKE READY REQUIREMENTS

Client shall be responsible for the make-ready work as required to facilitate the final installation of the charger pedestal(s) and charger(s) included under the Agreement. Provider will be responsible for the installation of the pedestal(s) and charger(s) on top of the make-ready work to provide a complete and functional installation without any additional work or adjustment to the make-ready installation provided by Client.

The make-ready requirements include the following configurations:

- Dual-port Charger with Pedestal on Sidewalk
- Single-port Charger with Pedestal on Sidewalk
- Dual-port Charger with Pedestal on Concrete Pad
- Single-port Charger with Pedestal on Concrete Pad
- Dual-port Charger Wall Mount
- Single-port Charger Wall Mount

A dual-port charger is an assembly of an IQ-200 Advanced unit and IQ-200 Smart unit on a common triangular pedestal. The dual-port charger can be configured to share a single circuit or to have dedicated circuits for each port. The agreement will specify the applicable wiring configuration to be installed as part of the make-ready.

Please note that any variation to these requirements must be approved in writing by Provider.

General Requirements – applicable to all configurations- WILL REVIEW CONSTRUCTION REQUIREMENTS WITH SCE

- The following materials are required to be submitted to Provider within 30 days of Agreement execution.
 - A scaled Site Plan shall be provided that provides the following minimum information with respect to the installation:
 - Client name, site address
 - Parking lot layout including all travel lanes and ingress/egress
 - Location of source electric panel
 - Location of charger pedestal(s)
 - Conduit run from source panel to charger pedestal(s)
 - Location of disconnects, if any
 - Location of bollards, wheel stops, or other protective means to be installed
 - One-line electrical diagram for the circuits
 - Photos of electric source panel, typical grade conditions where trenching, and pedestal location(s)
- Make-ready work will not commence until Provider has reviewed and accepted the above materials and Client has secured any required permits. Provider reserves the right to make edits on-site plan prior to construction by Client for ADA compliance and/or other make-ready requirements
- All work shall be in conformance with the National Electric Code, latest edition, and all requirements of the local Authorities Having Jurisdiction (AHJ). All codes and requirements are considered minimum requirements and are superseded by these make-ready requirements where such make-ready requirements stricter. Client is responsible for obtaining any required permits and passing any required inspections.
- Conduit shall be **1-1/4"** minimum
- Underground conduit shall be schedule 40 PVC where permitted by code. No conduit should be visible on the site or exterior of the facility. Where PVC is not permitted, use IMC conduit and fittings suitable for the installation conditions as prescribed by code.
- Interior conduit in electric service rooms and other areas shall be EMT with compression style sealed couplings. Where EMT is not permitted, use other approved wiring methods, with the exception of flexible conduit.
- A separate conduit or pair of conduits shall be run from the electric source panel to each of the pedestals included in the agreement. Where 2 circuits are required to feed the pedestal, each circuit should be run in a separate conduit.
- Conductors shall be copper, type THHN, **#6 AWG** minimum, **#2 AWG** preferred.
- Each circuit to be connected to a 2-pole circuit breaker (single phase **208-240V** Supply) in the electric source panel. New breakers shall be provided, regardless of whether existing breakers are suitable. Breaker rating shall be **60A** minimum, **100A** preferred. Breaker rating shall match wire ampacity per code requirements. Panel directory to be updated to include added circuits.
- Client is responsible for determining the adequacy of the source electric panel to support the charging load. Client is responsible for any work required to provide a source panel suitable for the intended charger load.
- Provide a minimum of a **60"** wire whip at pedestal stub-up to facilitate charger connection without the need to extend wiring. Coil and attach wire to stub for protection.
- Upon completion of the installation, and approval of required AHJ inspections, the installation shall be commissioned. Commissioning for make ready includes the following:
 - Energize circuit(s) and test voltage at stub-up
 - Shut breakers and tag/lockout.
 - Photograph completed installation including circuit breaker panels, restoration of trenching, stub up with wire whip of intended pedestal/charger location, and intended parking spots
 - Update site plan and 1-line to represent as-built conditions.
 - Certify via a certificate of completion
- Upon completion of commissioning, cover and protect stub-up and wiring, by placing a wood box over the stub and wiring and attach to slab with concrete screws within the pedestal footprint such that holes will not be visible upon final installation. Mark box with warning and protect

the public from any potential trip hazard with warning tape, cones, etc. as required. In the case of wall mount installation, the box shall be attached to wall.

- All conductors should be properly identified at both ends (panel and charger). Identification shall include panel id, location, and circuit number(s).
- For dual-port make-ready where 1 circuit is required, a junction box at grade, or junction box at location where conduit goes underground is required. Wire connection should be made with insulated Polaris multi-tap connectors for energized conductors and copper split bolt or weld for ground conductors. Tap conductors should be same size as circuit conductor. From junction box extend 2 conduits to pedestal and stub up as specified above.
- If source electrical panel is not visible from charger location, or as otherwise required by the AHJ, disconnect switches shall be provided for each circuit in accordance with code requirements.
- Client will be responsible for installation of wheel stops, bollards, or other protective means as determined or otherwise required by the AHJ and/or by Provider.
- Except for wall-mounted installations, Client will install an 8' U-Channel signpost, sunk 2' into the ground with 6' exposed, at the head of each parking stall serviced by a charger.
- Client is responsible for ensuring charger connectivity through Wi-Fi or cellular booster if cellular sim cards do not provide connectivity. Provider can provide assistance in helping Client understand connectivity issues where the IQ 200 cellular sim card is not sufficient.

☐ **Configuration: Single/Dual-port Charger with Pedestal on Sidewalk**

- A minimum of 36" clear sidewalk must be maintained after installation pedestal.
- Curb of sidewalk must be no greater than 6" and no less than 4" above the adjacent parking surface to meet ADA requirements.
- For single-port, the center of conduit stub-up to be 3.5" off-centered between parking stalls and set back 10" from the face of the curb (This will create 4" between the face of the charger and the face of the curb).
- For dual-port, the center of conduit stub-up to be centered between parking stalls and set back 12" from the face of the curb (This will create 3.5" between the tip of the triangle and the face of the curb, which complies with ADA requirements).

☐ **Configuration: Single/Dual-port Charger with Pedestal on Concrete Pad**

- Concrete pad to be minimum 36" x 36". Pad shall be designed in accordance with local code requirements and AHJ. Client is responsible for any engineering, stamps, fees, etc., associated with the work.
- Concrete pad to be finished flush with adjacent parking surface or grade.
- Rebar shall be maintained with a minimum 3" clearance from forms and grade.
- Concrete pad(s) to be centered between parking spaces and align with the outside edge of the parking stall. No portion of the concrete pad should be located within the parking stall.
- Conduit stub-up to be centered between parking spaces and set back 12" outside the edge of the parking stall for dual-port.
- For single-port, the center of conduit stub-up to be 3.5" off-centered between parking stalls and set back 10" from the face of the curb

☐ **Configuration: Single/Dual-port Charger - Wall Mounted**

- Conduit should be routed to a point 24" above the finished floor, below and centered on the intended charger location.
- Conduit should be routed parallel and perpendicular to the structure.
- Conduit should be routed up to the charger from below. If the conduit is fed from above, it should drop down a minimum of 24" horizontally from the charger location to prevent physical interference.

Installation Date Acknowledgment

For the purposes of determining the term of the Agreement, pursuant to Paragraph 1.3 or 3.4 hereof, the following date shall be deemed the acknowledgment of the initial date of installation of the Equipment at the following location(s):

Location: _____

Date of Installation: _____

Serial
number(s): _____ ; _____ ; _____
_____ ; _____ ; _____

Signed by the authorized representative of **PROVIDER**:

Signed by the authorized representative of **CLIENT**:

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

Signed by the authorized representative of **MANAGER (if applicable)**:

Signature:

Name:

Position:

Date:

CLIENT AUTHORIZATION/ACKNOWLEDGMENT

I hereby authorize Blink Network, LLC (the “**Provider**”) to electronically credit my account as follows:

I agree that the ACH transactions I hereby authorize comply with all applicable law.

Bank Name: _____

Name on the Account: _____

Routing Number: _____

Account Number: _____

I understand that this authorization will remain in full force and effect until I notify the Provider in writing that I wish to revoke this authorization. I understand that the Provider requires at least two weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.

Signature: _____

Name: _____

Date: _____

Blink Charging to Deliver Charging Stations to Client
Blink Inks Deal with Client for Expansion of its Charging Station Network

Miami Beach, FL – xxxxxx xx, 2020 – Blink Charging Co. (NASDAQ: BLNK, BLNKW) (“Blink” or the “Company”), a leading owner and operator of electric vehicle (EV) charging equipment and services, and client, a provider of [products/services], announced the installation of xx Level 2 EV charging stations at location. Blink will provide its EV charging stations to client employees, tenants, and visitors in support of the rapidly increasing number of electric vehicles.

“Our IQ 200 chargers are the fastest Level 2 AC charging stations available, producing 80 amps of output and capable of providing approximately 65 miles of charge in an hour. With this agreement, we continue to expand and monetize our network of stations throughout the country,” remarked Blink Founder and CEO, Michael D. Farkas. “We are honored to be a part of client’s corporate sustainability initiative that is leading the way in adopting green living through the reduction of carbon dioxide emissions caused by traditional gasoline-powered vehicles.”

Blink’s charging stations are compatible with any fully electric or plug-in hybrid vehicle, including the entire line of Tesla vehicles. The charging units installed at client location join the rapidly expanding network of Blink Charging stations, which are easily accessible throughout the country, using Blink’s mobile app, the Blink Charging website (www.blinkcharging.com), and Google Maps.

Client quote.

Custom paragraph for client initiatives/products/services.

According to the U.S. Department of Energy’s EV Everywhere Workplace Charging Challenge (2015), access to electric vehicle charging stations at workplaces continues to increase, with 90% of employers reporting their stations were in regular use five days a week. Corporations and employers are providing EV charging stations at the workplace as an employee benefit to attract and retain individuals who are environmentally conscious.

#

ABOUT BLINK CHARGING

Blink Charging (Nasdaq: BLNK, BLNKW) is a leader in electric vehicle (EV) charging equipment and networked EV charging stations, enabling EV drivers to easily charge at any of its 23,000 deployed charging locations worldwide. The Company’s principal line of products and services is its Blink EV charging network (“Blink Network”), EV charging equipment, and EV charging services. The Blink Network utilizes a proprietary cloud-based software that operates, maintains, and tracks the EV charging stations connected to the network and the associated charging data. With global EV purchases forecasted to rise to 10 million by 2025 from approximately 2 million in 2019, the Company has established key strategic partnerships to roll out adoption across numerous location types, including parking facilities, multi-family residences and condos, workplace locations, healthcare/medical facilities, schools and universities, airports, auto dealers, hotels, mixed-use municipal locations, parks and recreation areas, religious institutions, restaurants, retailers, stadiums, supermarkets, and transportation hubs. For more information please visit: <https://www.blinkcharging.com/>.

ABOUT CLIENT

This Non-Disclosure and Confidentiality Agreement (this “NDA”) is made on the same day of the Exclusive Electric Vehicle Charging Services Agreement (“Agreement”), by and between the **Provider** and the **Client**. (Client and Provider collectively referred to as “Parties” and individually as “Party”).

WHEREAS: A. Provider, for the mutual benefit of the Parties may have provided, and may wish further to provide, to Client, certain commercially valuable, proprietary and confidential business information and trade secrets in relation to the Purpose (defined below). B. Client recognizes that Provider has legitimate business interests in protecting the Confidential Information, including but not limited to, (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable, confidential business, or professional, information that otherwise does not qualify as trade secrets; (iii) substantial relationships with specific, prospective, or existing, Clients; and (iv) Client goodwill associated with Provider’s business.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS. In this NDA, the following terms have the following meanings: (i) “**Affiliate**” with respect to either Party, shall mean any entity which directly or indirectly controls or is controlled by, or is under common control with that Party. (ii) “**Confidential Information**” or “**CI**” shall mean (a) any and all information which is disclosed by Provider (whether before or after the date of this NDA and in whatever form) to Client including but not limited to, the revenue payments, financial statements, analyses, budgets, forecasts, evaluations, processes, products (and including, as to specific processes or products, information relating to the formulation, composition, methods of manufacture, potential uses, test methods or other technical or scientific features), business strategies, plans and procedures, trade secrets, samples, prototypes, designs, drawings, photographs, specifications, standards, manuals, formulae, algorithms, computations, compilations, data, software, programs, databases, know-how, mask work, concepts, intellectual property, costs, profits, sales, customer and supplier lists, customer requirements, price quotations of or in relation to Provider and/or its Affiliates, which Provider considers to be confidential and which is identified by Provider as confidential, or which by necessary implication must have been imparted in confidence; (b) the terms of the Agreement including this NDA; and (c) the fact that discussions are taking place between the Parties and the subject matter of the discussions. Further, all analyses, compilations, studies, summaries, extracts, notes and other documentation prepared by Client arising out of the CI shall also be included within the purview of CI and shall be treated as such. (iii) “**Purpose**” shall mean the deployment and operation of Provider’s charging stations and network connectivity (“**Equipment**”) at Client’s properties. (iv) “**Representatives**” shall mean any or all of a Party’s directors, officers, employees, agents, contractors and advisors.

2. CONFIDENTIALITY AND RESTRICTED USE. Client hereby expressly agrees:

2.1 to hold the CI in strict confidence and use any CI only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, Client undertakes (a) not to make any commercial use of any CI; and (b) not to use any CI for the benefit of itself or of any third party other than pursuant to a further agreement with Provider.
2.2 that without the prior written consent of Provider, Client will not in any manner or at any time publish or disclose, disseminate or otherwise provide the CI, in whole or in part, to any person or entity except to such of its Affiliates and/or Representatives as are directly concerned with the Purpose and whose knowledge of the CI is essential for the Purpose (“**Permitted Person**”).

2.3 to safeguard the CI in the same manner as Client would safeguard its own information of a similar nature, but with no less than reasonable care under the circumstances.

2.4 to institute and maintain appropriate security measures to carry out the Purpose including limiting the disclosure of the CI to the Permitted Person only if the Permitted Person is subject to an obligation of confidentiality and it has been intimated that Provider’s CI must be kept confidential and must be used only for the Purpose. Client shall ensure that each Permitted Person strictly complies with the terms of this NDA and will be unconditionally responsible for any unauthorized disclosure or use of Provider’s CI or breach of this NDA.

2.5 that it shall immediately inform or advise Provider of any unauthorized use or disclosure, misappropriation or misuse by any person or entity of any CI upon Client having actual notice or actual knowledge of the same or having any reason to suspect such unauthorized use or disclosure or misappropriation.

2.6 Unless specifically requested to do so by Provider, Client shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from any Equipment or the CI.

2.7 Subject to the provisions of this NDA, Client may disclose CI if and to the extent that it is compelled or required to do so by a court or other authority that has jurisdiction over Client. Before making such a disclosure Client shall advise Provider of such required disclosure promptly upon learning thereof in order to afford Provider a reasonable opportunity to contest, limit and/or assist Client in complying with any such requirement for disclosure.

2.8 The obligations of confidentiality under this NDA shall not apply to any part of the CI which (i) Client can demonstrate, by its written records, is already known to Client, free of any confidentiality obligation or restriction, at the time that it was disclosed to Client; (ii) is or becomes publicly known through no wrongful act or breach of this NDA on the part of Client; (iii) has been independently developed by Client without breach of this NDA or infringement of the proprietary rights of Provider; (iv) has been rightfully received from a third party without restriction on disclosure and without the breach of this NDA or any confidentiality obligation imposed on such third party; or (v) has been approved in writing for disclosure to third parties by Provider without imposing any confidentiality obligation.

2.9 In the event CI involving any public entity is disclosed, both parties agree to refrain from trading the stock of the disclosing company until that material non-public information is publicly disseminated.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION. Client recognizes and agrees that all CI received by it from Provider is and shall remain the exclusive property of Provider and/or its respective Affiliates and that this NDA neither intends to transfer the ownership of nor grants license or any other right, express or implied, in relation to the CI or to any other intellectual property disclosed by Provider to Client. Client undertakes that it will not file any application for a patent, design and/or utility model based on or derived from any intellectual property of Provider (whether already filed or not).

4. NATURE OF OBLIGATION. Client acknowledges and agrees that (a) the CI is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates; (b) any unauthorized disclosure or use of the CI could cause irreparable harm and loss to Provider and/or its respective Affiliates; (c) monetary damages may be inadequate to compensate Provider and/or its respective Affiliates for a breach of this NDA; and (d) in addition to any other remedies at law or in equity available for breach of this NDA, Provider shall be entitled to specific performance, injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by Client without showing or proving any actual damages sustained by Provider and/or its respective Affiliates in addition to any other relief or other applicable remedies. Moreover, any such award of relief to Provider shall include recovery of all actual and reasonable costs associated with enforcement of this NDA.

5. RETURN OF CONFIDENTIAL INFORMATION. All CI of Provider remains the property of that party and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from Provider, Client will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party agrees, acknowledges, represents, warrants and covenants with the other Party that: (i) this NDA constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms hereof; and (ii) the execution, delivery, and performance of this NDA have been duly authorized by all requisite corporate actions and will not constitute a violation of any statute, judgment, order, decree or regulation of any court or arbitral tribunal applicable or relating to the Party, its assets or its business.

6.2 Provider does not make any representation or warranty as to the accuracy or completeness about its CI (or any part thereof) and Client should satisfy itself through independent inquiry and investigation with respect to these matters. Client agrees that neither Provider nor its Representatives shall have any liability in any manner whatsoever for any loss or damage suffered by Client as a result of relying upon or using any CI of Provider including, but not limited to, any consequential, incidental, direct, indirect, special, or punitive damages incurred by Client.

7. TERM. This NDA shall be effective from the date of the Agreement and shall continue in force thereafter for the longer of two (2) years following the termination of any business relations between the Parties.

8. INDEMNIFICATION. Client hereby agrees to indemnify and hold harmless Provider and Provider’s Affiliates from and against any and all losses, damages, suits, proceedings, claims, demands, liabilities, fines, costs and expenses (whether direct or indirect, and whether or not resulting from third party claims), including interest and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ fees and disbursements arising out of or resulting from any breach of the provisions of this NDA by Client or its Representatives, including unauthorized use or disclosure of the CI by Client or, as the case may be, its Representatives.

9. SEVERABILITY AND WAIVER. In the event that any one or more of the provisions of this NDA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this NDA shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this NDA, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this NDA in any other jurisdiction.

10. ASSIGNMENT. This NDA shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, personal representatives, executors and administrators. Neither Party shall assign nor transfer any of its rights or obligations under this NDA to any third Party without the prior written consent of the other Party and any attempt to do so will be null and void, except that either Party may assign or transfer any of its rights or obligations to any of its Affiliates, or an acquirer of its controlling interest or substantially all its assets without consent of the other Party.

11. GOVERNING LAW AND JURISDICTION. The provisions in Section 16 of the Agreement will apply to this NDA.

Provider Initials _____ Client Initials _____



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: APPROVE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION COMMUNITY CLEANUP AND
EMPLOYMENT PATHWAY GRANT PROGRAM**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit a grant application through the California Department of Transportation (Caltrans), which administers the Community Cleanup and Employment Pathway Grants Program; and
2. Authorize the City Manager to execute all applicable documents in good faith; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Caltrans is currently accepting applications for the Community Cleanup and Employment Pathway (CCEP) Grant Program. Funding amounts range between \$50,000 and \$200,000. This is a competitive grant program where staff seeks to submit an application requesting \$200,000 to fund cleanup of bulky items, illegal dumping and perform vegetation clearance along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard where remediation is necessary to protect public health, safety and the environment.

Should the City be successful in receiving this grant, Staff will present actions to appropriate these funds at a future City Council meeting.

BACKGROUND/DISCUSSION:

Caltrans administers the Community Cleanup and Employment Pathway (CCEP) Grant Program, which is a key initiative under the Clean California Program. This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

The focal point of this cleanup effort would be Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard. Part of a successful grant application is working with a local nonprofit organization. The City is coordinating with the Los Angeles Conservation Corp (LACC) to provide services. Working with LACC fosters community engagement and creates career pathways for individuals overcoming employment barriers. The proposal is to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance.

The program emphasizes serving disadvantaged and underserved communities and encourages local commitment. The City's focus, if selected to receive funding, will strongly emphasize equity and inclusion, prioritizing assistance to the unhoused while supporting pathways to community self-sufficiency. This program supports transformational programs which invest directly in communities that work to remove litter, create safety enhancements, beautify public spaces, and foster sustainable green initiatives.

Applications are due before the close of business on November 3, 2025.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve the submission of a grant application through the California Department of Transportation (Caltrans) for the Community Cleanup and Employment Pathway Grant Program to address bulky items and illegal dumping along Lincoln Avenue, between Avenida De La Merced and San Gabriel Boulevard, and authorize the City Manager to execute all applicable documents.

ATTACHMENT(S)

1. Attachment A- Clean CA Community Cleanup Grant Program - Guidelines



Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines

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Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge¹.

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

¹ <https://cleanca.com/designation/>

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time:** Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs:** Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies:** Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs:** Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education:** Costs related to promoting cleanup events, workforce opportunities, and community engagement.

Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal **identification**, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, **districts** can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Proposals

Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate **alignment** with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

1. Community Need and Impact (15 points)

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

2. Workforce Development Strategy (15 points)

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

3. Community Engagement and Education (15 points)

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, **or** (encouraged but not mandatory) participation in the Clean California Community designation program.

4. Long-Term Sustainability and Maintenance (15 points)

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

5. Clean California Community Designation Pledge (10 points)

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

6. Proposal Feasibility and Readiness (10 points)

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

7. Matching Funds and Leveraged Resources (10 points)

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

8. Disadvantaged or Under-served Community (10 points)

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with **local** agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

Outreach and Partnership

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program to provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

Selection and Notification

1. Proposal Review and Evaluation:

- Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
- Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.

2. Proposal Selection:

- Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.

3. Proposal Award Notification:

- Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Schedule

Milestone	Date
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 1, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026–April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 3, 2027

Funding Mechanism

The funding mechanism for the CCEP **proposals** involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding . It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- **Proposal Scope:** The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.
- **Funding Commitment:** It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.
- **Timeline and Milestones:** The agreement sets forth a clear timeline for proposal development, implementation, , and completion, including key milestones to be achieved during each phase.
- **Roles and Responsibilities:** It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Compliance and Reporting:** The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.
- **Dispute Resolution:** In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

Matching Funds / In-Kind Contributions

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

Eligible In-Kind Contributions may include:

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

Program Expectations:

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- **Reimbursable Basis:** Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- **Invoicing:** Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- **Payment Timeline:** Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- **Advance Payments:** No advance or upfront lump sum disbursements will be provided under this program.

Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

Environmental Impact Metrics

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

Workforce Development Metrics

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

Community Engagement Metrics

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

Sustainability and Maintenance Metrics

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

Clean CA Roles/Responsibilities

- Program Management: Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Proposal Selection:** Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.
- **Proposal Oversight:** Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.
- **Technical Assistance:** Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.
- **Budget Management:** Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.
- **Monitoring and Evaluation:** Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP proposals on improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .
- **Quarterly Reporting and Documentation:** Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

District Roles

Partnership Identification

- **Stakeholder Engagement:** Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

Project Management and Oversight

- **Project Implementation:** Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- **Communication and Coordination:** Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Performance Evaluation:** Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- **Progress Updates:** Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- **Documentation Retention:** Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.
- **Performance Monitoring:** Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.
- **Reporting:** Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.
- **Data Collection:** Coordinate with partners to collect relevant project data, metrics, and deliverables.

Invoice Verification (Reimbursement)

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.
- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.
- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.
- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.
- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.
- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Approve for Reimbursement:** Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.
- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

Project Close-out Verification

- **Review Final Deliverables:** Confirm that all project components were completed as outlined in the original grant scope and agreement.
- **Verify Documentation Accuracy:** Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.
- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.
- **Assess Community Impact:** Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.
- **Public Awareness:** Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

Grant Recipient Responsibilities

RGA Development

- **Scope of Work:** Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.
- **Schedule and Milestones:** Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.
- **Resource Planning:** Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Legal and Administrative Considerations: Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

Proposal Management and Oversight

- Proposal Implementation: Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- Communication and Coordination: Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.
- Performance Evaluation: Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- Documentation Retention: Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.
- Performance Monitoring: Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.
- Quarterly Reporting: Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.
- Data Collection: Collect relevant proposal data, metrics, and deliverables.

Final Vouchering and Project Close-out

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.
- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.
- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.
- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.
- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.
- **Public Awareness:** Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement , and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.
- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.
- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).



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
Ramon Figueroa, Director of Human Resources

**SUBJECT: ELIMINATION OF CERTAIN FUNDED VACANT POSITIONS FOR
FISCAL YEAR 2025-26 OPERATING BUDGET**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the elimination of certain funded vacant positions for Fiscal Year 2025-26; and
2. Approve the updated Master Position Control (Attachment A); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Fiscal Year 2025-26 Master Position Control lists positions by classification for each department. The Master Position Control dictates what positions – and in certain circumstances how many of each classification – can be filled through an approved recruitment process. There are always vacancies across departments, based on department needs, the ability to recruit, and other factors. No public agency – especially one the size and complexity of Montebello – ever has a zero vacancy factor.

The salary and benefits budget for each fiscal year is developed using assumptions about whether certain vacant positions will be filled – if at all -- during the upcoming year. Over the last several years, as the City has improved service delivery by adding much needed positions across all departments, certain positions have remained vacant.

The updated Master Position Control (Attachment A) lists 14.0 Full-Time Equivalent (FTE) positions to be eliminated. The fully burdened value of these positions – salary

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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plus benefits – is approximately \$1.748 million. Elimination of these positions will not impact service to the public, and will contribute to better management of overall salary and benefit expenses in this and future budgets.

BACKGROUND/DISCUSSION:

The City has been on the California State Auditor's list of "high risk" agencies since 2018. The 2024 update to the State Audit report focused on the few remaining items to be rectified in order to remove the City from the State's "high-risk" designation list. One of the items refers broadly to the City's financial condition. While tremendous strides have been made over the past six fiscal years to improve the City's financial stability, there are always improvements to be made which can further strengthen the City's financial standing.

One area of focus is to eliminate no longer needed and/or long-vacant full-time positions from the Master Position Control (Attachment A). There has been a thorough review by each Department of vacant positions and recommendations on which ones to eliminate without negatively impacting employees or services.

Applicable bargaining units have been notified of the proposed elimination of the vacant positions. Across all Departments, there are 14.0 vacant positions to be eliminated. The funding for these positions represents approximately \$1.748 million in fully-burdened salary/benefits expenses in the General Fund.

Removing these vacant – and in a few cases never-filled – positions indicates the City's commitment to right-sizing the organization. Services will not be impacted by the elimination of these positions. Furthermore, by this action, the City is committing to maintaining overall salary and benefits costs by focusing on funding only those positions deemed mission-critical. Moreover, none of the eliminated positions are public safety; no sworn Police or Fire positions are being eliminated.

ENVIRONMENTAL:

N/A

ANALYSIS:

The following chart lists the 14.0 full-time, vacant positions staff is proposing to eliminate, including their fully burdened cost and the length each has been vacant:

	Department	Position	Salary Range	Annual Salary (Step 5)	Fully Burdened (Salaries + Benefits)	Date Vacant
1.	Administration	Senior Deputy Clerk	41	\$100,608	\$135,821	8/24/2025

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2.	Administration	Senior Administrative Assistant	16	\$54,267	\$73,260	12/30/2024
3	Human Resources	Risk Management Assistant	16	\$54,267	\$73,260	7/1/2022
4.	Planning	Deputy Director – Economic Development	54	\$138,690	\$187,232	7/1/2024
5.	Planning	Building Official	51	\$128,787	\$173,862	1/28/2022
6.	Public Works	Assistant Director of Public Works	56	\$145,711	\$196,710	6/7/2024
7.	Public Works	Senior Management Analyst	38	\$93,425	\$126,124	7/1/2024
8.	Recreation/Community Services	Recreation and Community Services Superintendent	45	\$111,053	\$149,922	7/1/2022
9.	Recreation/Community Services	Administrative Assistant	7	\$43,453	\$58,662	7/1/2024
10.	Finance	Accountant	28	\$72,983	\$98,527	5/16/2025
11.	Finance	Senior Finance Technician	24	\$66,119	\$89,261	1/29/2024
12.	Finance	Senior Finance Technician	24	\$66,119	\$89,261	12/30/2024
13.	Finance	Senior Finance Technician	24	\$66,119	\$89,261	1/10/2025
14.	Fire	Assistant Director of Fire	58	\$153,087	\$206,667	7/27/2025
			TOTAL	\$1,294,688	\$1,747,829	

The elimination of funding for the 14.0 positions is approximately \$1.748 million in fully burdened salary and benefits expenses from the General Fund. Only funding for the vacant positions will be eliminated. The classifications themselves will continue to exist in the City's Compensation Plan/Table of Organization.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

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SUMMARY:

Staff recommends approval of the elimination of funding for the 14.0 vacant positions in an effort to continue to demonstrate to the State Auditor that the City is taking actions to address issues raised by the State Auditor's Office by adopting the updated Master Position Control (Attachment A).

ATTACHMENT(S)

1. ATTACHMENT A - Master Position Control FY 2025_26 UPDATED 1ST QTR



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Elected							
City Councilmember	5.0	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	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	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Director of City Clerk Services	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	0.0	-1.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Executive Assistant to the City Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	0.0	2.0	1.0	1.0	1.0	0.0	-1.0
	8.0	11.0	8.0	8.0	10.0	8.0	-2.0
Finance							
Director of Finance	1.0	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	1.0	0.0
Deputy Director of Finance	0.0	0.0	0.0	0.0	0.0	2.0	2.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	2.0	1.0
Senior Accountant	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	6.0	6.0	5.0	-1.0
Lead Finance Technician	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	8.0	8.0	8.0	5.0	-3.0
Finance Technician	5.0	5.0	2.0	2.0	2.0	3.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire							
Fire Chief	1.0	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	1.0	0.0
Deputy Fire Chief	1.0	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	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter - Paramedic	0.0	0.0	18.0	18.0	18.0	18.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction Coordinator	1.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	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	-1.0
Senior Management Analyst	2.0	2.0	3.0	3.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	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	2.0	0.0
Social Work Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	3.0	3.0	3.0	0.0
	76.0	76.0	98.0	100.0	101.0	100.0	-1.0



City of Montebello

Fiscal Year 2025-26 Budget

Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Human Resources							
Director of Human Resources / Risk Management	1.0	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	1.0	0.0
Human Resources Manager	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Risk Manager	1.0	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	2.0	0.0
Human Resources Analyst	1.0	2.0	4.0	4.0	4.0	4.0	0.0
Human Resources Technician	1.0	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	-1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	18.0	15.0	14.0	14.0	13.0	-1.0
Planning and Community Development							
Director of Planning and Community Development	1.0	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	1.0	0.0
Deputy Director – Economic Development	0.0	0.0	0.0	1.0	1.0	0.0	-1.0
Building Official	1.0	0.0	0.0	1.0	1.0	0.0	-1.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	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	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Code Enforcement Manager	1.0	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	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	5.0	5.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	1.0	1.0	0.0
Combination Building Inspector	1.0	0.0	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	2.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Management Analyst	2.0	2.0	2.0	3.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	28.0	28.0	26.0	-2.0
Police							
Police Chief	1.0	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	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	7.0	7.0	7.0	0.0
Police Sergeant	10.0	10.0	10.0	11.0	11.0	11.0	0.0
Police Corporal	23.0	23.0	23.0	24.0	24.0	24.0	0.0
Police Officer	32.0	32.0	36.0	38.0	38.0	38.0	0.0
Police Community Service Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	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	5.0	0.0
Police Dispatcher I	5.0	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	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	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	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Finance Technician	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	107.0	114.0	114.0	116.0	2.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Public Works							
Director of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	1.0	1.0	0.0	-1.0
Deputy Director of Public Works	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Construction Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Public Works Superintendent	1.0	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	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	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	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	2.0	2.0	1.0	-1.0
Management Analyst	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	1.0	0.0
	25.0	45.0	46.0	43.0	43.0	41.0	-2.0
Information Technology							
Information Systems Manager	0.0	0.0	2.0	1.0	1.0	1.0	0.0
Information Systems Supervisor	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	3.0	4.0	4.0	4.0	0.0
	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Recreation and Community Services							
Director of Recreation and Community Services	1.0	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	1.0	0.0
Recreation Manager	1.0	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	-1.0
Golf Course Facilities Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	2.0	4.0	4.0	4.0	0.0
Community Services Coordinator	4.0	4.0	6.0	6.0	6.0	6.0	0.0
Public Affairs Manager	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	1.0	-1.0
Administrative Assistant	0.0	0.0	0.0	1.0	1.0	0.0	-1.0
	21.0	11.0	14.0	23.0	24.0	21.0	-3.0



City of Montebello
Fiscal Year 2025-26 Budget
Master Position Control, by Department

***UPDATED OCTOBER 22, 2025**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Transportation							
Director of Transportation	1.0	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	1.0	0.0
Deputy Director	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Administration Manager	2.0	1.0	1.0	2.0	2.0	2.0	0.0
Transit Operations Manager	1.0	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	1.0	0.0
Facility Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	6.0	6.0	6.0	0.0
Transit Dispatch Supervisor	15.0	15.0	13.0	15.0	15.0	15.0	0.0
Transit Assistant Manager	3.0	3.0	3.0	7.0	7.0	7.0	0.0
Warehouse Supervisor	1.0	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	2.0	0.0
Senior Management Analyst	0.0	1.0	3.0	2.0	2.0	3.0	1.0
Management Analyst	3.0	4.0	5.0	5.0	5.0	3.0	-2.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	0.0	0.0	0.0	1.0	1.0	1.0	0.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	2.0	2.0	2.0	0.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	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	13.0	0.0
Body Shop Mechanic	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	4.0	4.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	3.0	3.0	3.0	3.0	0.0
	204.0	234.0	233.0	243.0	243.0	242.0	-1.0
Total Full-Time Employees							
	500.0	547.0	582.0	612.0	616.0	606.0	-10.0
Total Full-Time Employees Net Elected							
	493.0	540.0	575.0	605.0	609.0	599.0	-10.0

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26 ADOPTED	FY 2025-26 AMENDED	Variance
Administration	8.0	11.0	8.0	8.0	10.0	8.0	-2.0
Community Development	21.0	20.0	20.0	28.0	28.0	26.0	-2.0
Finance	21.0	22.0	24.0	26.0	26.0	26.0	0.0
Fire	76.0	76.0	98.0	100.0	101.0	100.0	-1.0
Human Resources	14.0	18.0	15.0	14.0	14.0	13.0	-1.0
Parks and Recreation	21.0	11.0	14.0	23.0	24.0	21.0	-3.0
Police	103.0	103.0	107.0	114.0	114.0	116.0	2.0
Public Works	25.0	45.0	46.0	43.0	43.0	41.0	-2.0
Information Technology	0.0	0.0	10.0	6.0	6.0	6.0	0.0
Transit	204.0	234.0	233.0	243.0	243.0	242.0	-1.0
	493.0	540.0	575.0	605.0	609.0	599.0	-10.0



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: ADOPT A RESOLUTION DEFINING AND CONFIRMING CERTAIN
POLICIES TO BE IMPLEMENTED RELATING TO MONTEBELLO
MUNICIPAL CODE CHAPTER 5.90 - COMMERCIAL CANNABIS
ACTIVITIES**

DATE: October 22, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-92 to confirm the City's intent to cease accepting applications from any new potential cannabis operators and to establish and implement policies consistent with the provisions of Chapter 5.90 - *Commercial Cannabis Activities* of the Montebello Municipal Code ("MMC"); and
2. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption; and
3. Take such additional and/or related action that may be desirable.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

On September 13, 2017, the City Council adopted Ordinance No. 2399 which amended the MMC to include Chapter 5.90 entitled Cannabis Cultivation, Manufacturing, Distribution, and Testing with a required Development Agreement and Conditional Use Permit.

CITY COUNCIL AGENDA REPORT - MEETING OF OCTOBER 22, 2025

Page 2 of 3

The purpose and intent of MMC Chapter 5.90 is to regulate the cultivation, manufacturing, testing, distribution, non-storefront retailer-delivery only, and microbusinesses of medicinal and adult-use cannabis and cannabis products, and the ancillary transportation and delivery of same, in a responsible manner to protect the health, safety, and welfare of the residents of the City of Montebello (the "City") and to enforce rules and regulations consistent with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, and related laws, regulations, and policies issued by the State of California.

On June 12, 2018, the City Council adopted Ordinance No. 2404 amending the MMC to include Non-Storefront Retail Delivery along with Cultivation, Manufacturing, and Distribution as conditionally approved activities/uses in the M-1 and M-2 zones with an approved Development Agreement (DA) and also adding a sensitive use buffer of 600-feet from residential zones.

On February 13, 2019, the City Council held a public hearing and recommended the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 24 potential operators and established a Conditional Use Permit filing due date of March 4, 2019, for said operators.

A total of 24 Conditional Use Permits were approved by the Planning Commission as part of the City's cannabis program, all of which had executed development agreements. Of the 24 conditionally approved, on January 7, 2025, the City's Planning Commission revoked two Conditional Use Permits due to the operators' failure to comply with the Conditions of Approval and for failure to fulfill their obligations and commitments pursuant to their respective Development Agreements.

Of the 22 remaining cannabis operators, two (2) are active, current, and in good standing, thirteen (13) have either been suspended by the State or have failed to fulfill their obligations to the City, one (1) is currently under construction, and six (6) have been at a standstill with no measurable progress or good faith effort to advance the development or operation of their cannabis business.

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the proposed Resolution confirming the implementation of policies related to the City's commercial cannabis program qualifies for a statutory exemption under CEQA Guidelines Section 15061(b)(3) - Common Sense Exemption. This exemption applies to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Since the adoption of a Resolution confirming the implementation of policies does not, in itself, result in any physical changes to the environment or authorize any specific development activity, it can be determined with certainty that the proposed action will not have a significant environmental impact. Therefore, this activity is not subject to CEQA.

ANALYSIS:

Chapter 5.90 was established to set regulations for cannabis businesses that were looking to locate within the City of Montebello. This Chapter established the process by which applications were considered, reviewed, amended, as well as enforcement for the Ordinance.

It is requested that the City Council confirm a policy decision, pursuant to Section 5.90.050(B) - *Application requirements; development agreement and conditional use permit required* - to prohibit the acceptance of any new commercial cannabis applications. In addition, the City Council hereby establishes a policy to deny modifications to existing cannabis Conditional Use Permits and Development Agreements for any cannabis operator who meets any of the following criteria:

- a. Has not fulfilled financial obligations to the City, including but not limited to payments stipulated in a Development Agreement;
- b. Is not in compliance with all applicable local and state laws, regulations, and ordinances governing cannabis operations; or
- c. Has failed to make measurable progress in the development or operation of the cannabis business, including but not limited to:
 - Failure to submit tenant improvement plans within the required timeframe;
 - Submission of plans that have expired without renewal or resubmission; or
 - Lack of active construction or site development activity within a reasonable period as determined by the City.

SUMMARY:

It is recommended that the City Council adopt Resolution No. 25-92, defining and confirming certain policies to be implemented relating to Chapter 5.90 – Commercial Cannabis Activities of the Montebello Municipal Code.

Additionally, staff recommends that the City Council determine the proposed project also qualifies for a Statutory Exemption under CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption, as there is no possibility that the adoption of a resolution confirming the implementation of policies would result in a significant effect on the environment.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 25-92

RESOLUTION NO. 25-92

**A RESOLUTION OF THE CITY OF MONTEBELLO CITY COUNCIL
DEFINING AND CONFIRMING CERTAIN POLICIES TO BE IMPLEMENTED
RELATING TO MONTEBELLO MUNICIPAL CODE CHAPTER 5.90 - COMMERCIAL
CANNABIS ACTIVITIES**

RECITALS

WHEREAS, on September 13, 2017, the City Council adopted Ordinance No. 2399 which amended the Montebello Municipal Code (MMC) to include Chapter 5.90 entitled Cannabis Cultivation, Manufacturing, Distribution, and Testing with a required Development Agreement and Conditional Use Permit; and

WHEREAS, the purpose and intent of MMC Chapter 5.90 is to regulate the cultivation, manufacturing, testing, distribution, non-storefront retailer-delivery only, and microbusinesses of medicinal and adult-use cannabis and cannabis products, and the ancillary transportation and delivery of same, in a responsible manner to protect the health, safety, and welfare of the residents of the City of Montebello (the “City”) and to enforce rules and regulations consistent with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, and related laws, regulations, and policies issued by the State of California.; and

WHEREAS, in applying the provisions of Chapter 5.90, the City Council selected 24 potential operators and established a Conditional Use Permit filing due date of March 4, 2019, for said operators of which all 24 applicants were granted a Conditional Use Permit (“CUP”), all of which had executed development agreements. Of the 24 conditionally approved permits, on January 7, 2025, the City’s Planning Commission revoked two Conditional Use Permits due to the operators’ failure to comply with the Conditions of Approval and for failure to fulfill their obligations and commitments pursuant to their respective Development Agreements; and

WHEREAS, of the 22 remaining cannabis operators, two (2) are active, current, and in good standing, thirteen (13) have either been suspended by the State or have failed to fulfill their obligations to the City, one (1) is currently under construction, and six (6) have been at a standstill with no measurable progress or good faith effort to advance the development or operation of their cannabis business; and

WHEREAS, the City Council desires to confirm its intent to cease accepting applications from any new potential cannabis operators and to establish and implement policies consistent with the provisions of MMC, Chapter 5.90, including, but not limited to reject any request from any current licensed operator to transfer or change in ownership or location of their Conditional Use Permit and/or Development Agreement, as set forth herein.

RESOLUTION NO. 25-92

Page 2 of 3

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

SECTION 1: The City Council hereby establishes a policy, pursuant to MMC Section 5.90.050(B) – *Application requirements; development agreement and conditional use permit required* – to prohibit the acceptance of any new commercial cannabis applications. In addition, the City Council hereby establishes a policy to deny modifications to existing cannabis Conditional Use Permits and Development Agreements for any cannabis operator who meets any of the following criteria:

- a) Has not fulfilled financial obligations to the City, including but not limited to payments stipulated in a Development Agreement;
- b) Is not in compliance with all applicable local and state laws, regulations, and ordinances governing cannabis operations; or
- c) Has failed to make measurable progress in the development or operation of the cannabis business, including but not limited to:
 - Failure to submit tenant improvement plans within the required timeframe;
 - Submission of plans that have expired without renewal or resubmission; or
 - Lack of active construction or site development activity within a reasonable period as determined by the City.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

APPROVED AND ADOPTED this 22nd day of October, 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)

RESOLUTION NO. 25-92

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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. 25-92 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of October 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 19

APPROVAL OF MINUTES: OCTOBER 8, 2025, CITY COUNCIL MINUTES



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, OCTOBER 8, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Director of City Clerk Services Kimberly Guillen, Management Analyst Samantha Nevarez, and Department Directors Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the 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.

None.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957
Title: City Manager

2. **CALIFORNIA STATE AUDIT UPDATE**
Government Code Section 54956.75
3. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiator: City Manager
Employee Organization: Montebello Executive Management Association
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
NASA Services, Inc. et al. v. City of Montebello et al. Case No: 21STCP01969
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Government Code Section 54956.8
Property: 1111-1153 Washington Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi, John Soria
Negotiating party: Magna & Magna Inc.
Under negotiation: Price and Terms of Potential Acquisition

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:12 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, will be discussed at the end of the meeting; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 4, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 5, a briefing was provided to City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

6. **CITIZEN OF THE MONTH - SHARI SHIOI**
Mayor Melendez presented the item.
7. **PROCLAMATION FOR BREAST CANCER AWARENESS MONTH**

Mayor Melendez presented the item.

8. PROCLAMATION FOR METASTATIC BREAST CANCER AWARENESS DAY - OCTOBER 13TH

Mayor Melendez presented the item.

9. PROCLAMATION FOR BULLYING PREVENTION MONTH

Mayor Melendez presented the item.

10. PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH

Mayor Melendez presented the item.

11. PROCLAMATION FOR DOWN SYNDROME AWARENESS MONTH

Mayor Melendez presented the item.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

The City Clerk's Office acknowledged four (4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced that the City of Montebello received an upgraded credit rating from S&P Global Ratings. He noted that this recognition reflects the City's strong financial performance, sound management practices, and continued commitment to fiscal responsibility.

Director Sosnowski announced the upcoming Heritage Festival, which will feature a carnival, a 5k Run, live bands, and fun activities for the whole family.

REGULAR BUSINESS

12. AWARD AGREEMENT NO. 4411 TO ELECNOR BELCO ELECTRIC, INC. FOR INSTALLATION OF A TRAFFIC SIGNAL AT WHITTIER BOULEVARD AND 6TH STREET (CP 926)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4411 to Elecnor Belco Electric, Inc. for installation of a Traffic Signal at Whittier Boulevard and 6th Street (CP 926) as the lowest, most responsive and responsible bidder for the amount of \$598,965; and
2. Approve a 10% construction contingency of \$59,896; and
3. Amend the adopted Fiscal Year 2025-26 budget by increasing appropriations by \$358,861 in Account No. 222-30-310-6040.10 (Measure M, Public Works, Streets, Contract Services -- Outside Contracts); and
4. Authorize the City Manager to execute Agreement No. 4411 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

Director of Public Works Cesar Roldan provided a presentation of the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

CONSENT CALENDAR

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

Councilmember Peralta pulled Item Nos. 14, 19, 20, and 23.

Councilmember Romero pulled Item Nos. 14 and 20.

Mayor Pro Tem Tamayo pulled Item No. 15.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve Item Nos. 13, 16-18, 21-22, and 24-26; the motion was approved unanimously.

13. APPROVE SUBMISSION OF AN APPLICATION TO THE CALRECYCLE ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit a grant application through the California Department of Resources Recycling and Recovery (CalRecycle), which administers the Illegal Disposal Site Abatement Grant Program, for additional fencing and site remediation of illegal dumping along Bluff Road between Washington Boulevard and Mines Avenue; and
2. Authorize the City Manager to execute all applicable documents in good faith; and
3. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

14. AWARD AGREEMENT NO. 4410 TO ALL AMERICAN ASPHALT FOR THE FISCAL YEAR 2024-25 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 938)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4410 to All American Asphalt for the Fiscal Year 2024-25 SB1 Rubberized Asphalt Street Enhancement Project (CP 938) as the lowest, most responsive and responsible bidder for the amount of Three Million, Eight-Hundred Seventy-Five Thousand, Seven Hundred Seventy – Four Dollars (\$3,875,774); and
2. Approve a 10% contingency of \$387,577; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$375,774 in Account No. 220-99-7117 (Measure R, Non-Departmental, Improvements Other Than Building – Paving the Way) and by \$387,577 in Account No. 215-99-7117 (Proposition C, Non-Departmental, Improvements Other Than Building – Paving the Way); and
4. Authorize the City Manager to execute Agreement No. 4410 (Attachment A) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

Councilmember Peralta inquired about the timeline.

Director Roldan informed the Council that the City is hoping to start the project within the next month.

Councilmember Romero asked if the residents would be able to request street enhancements.

City Manager Alvarez informed the Council that the list of street enhancements was developed based on a study. He further stated that residents with additional questions are welcome to meet with him and the Director of Public Works.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

15. ACCEPTANCE OF THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT (CP 917) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Plaza Drive Pavement Rehabilitation Project (CP 917) by All American Asphalt; and
2. Approve the final contract amount with All American Asphalt in the amount of \$354,181 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of \$17,709 due to All American Asphalt 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.

Mayor Pro Tem Tamayo noted that Plaza Drive is expected to experience increased traffic over the next two years due to the Pavement Rehabilitation Project. She inquired how the contractor plans to preserve the roadway and mitigate traffic impacts during the project.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

16. APPROVE BLANKET PURCHASE ORDER WITH THE HOME DEPOT FOR THE PURCHASE OF MAINTENANCE, REPAIR, OPERATING AND INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve a blanket purchase order with The Home Depot for \$100,000 for the purchase of maintenance, repair, operating and industrial supplies and related products and services for Fiscal Year 2025-26; and
2. Approve issuance of a blanket purchase order to The Home Depot through the use of Omnia Partners cooperative agreement (Attachment A) as allowed by Montebello Municipal Code Chapter 3.20.050(F) – Cooperative Purchases; and
3. Authorize the City Manager to increase the not-to-exceed amount by \$50,000 (up to \$150,000) as needed for Fiscal Year 2025-26; and
4. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

17. APPROVE BLANKET PURCHASE ORDERS WITH ACE HARDWARE OF MONTEBELLO (WAJTAVAR CORPORATION), GARVEY EQUIPMENT COMPANY AND WALTERS WHOLESALE ELECTRIC TO PROVIDE EQUIPMENT, HARDWARE, TOOLS, AND RELATED MATERIALS BASED ON RESPONSES TO REQUEST FOR QUOTES (RFQ) NO. 26-02

RECOMMENDATION: It is recommended that the City Council:

1. Approve a blanket purchase order with Ace Hardware of Montebello (Wajtavara Corporation) in the amount of \$5,000 with the option to increase up to \$10,000 for Fiscal Year 2025-26 based on their response to RFQ No. 26-02; and
2. Approve a blanket purchase order with Garvey Equipment Company in the amount of \$10,000 with the option to increase up to \$15,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
3. Approve a blanket purchase order with Walters Wholesale Electric in the amount of \$25,000 with the option to increase up to \$30,000 for Fiscal year 2025-26 based on their response to RFQ No. 26-02; and
4. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

18. APPROVE BLANKET PURCHASE ORDERS WITH ALLSTAR FIRE EQUIPMENT, GALLS LLC, HARDY AUTO PARTS, L.N. CURTIS AND SONS, MES SERVICE COMPANY AND ZOLL MEDICAL CORPORATION FOR THE ACQUISITION OF FIRE DEPARTMENT EQUIPMENT AND SUPPLIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase of \$150,000 to the existing Fiscal Year 2025-26 purchase order with Allstar Fire Equipment, Inc. for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
2. Approve issuance of an annual blanket purchase order to Galls LLC for personal protective equipment and fire-related supplies in an amount that shall not exceed \$150,000 for Fiscal Year 2025-26; and
3. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with IB Auto Parts Inc. (DBA Hardy Auto Parts) for vehicle-related equipment and supplies for a not-to-exceed amount of \$100,000; and
4. Approve an increase of \$100,000 to the existing FY 2025-26 purchase order with L.N. Curtis and Sons for fire-related supplies for a not-to-exceed amount of \$200,000; and
5. Approve an increase of \$150,000 to the existing FY 2025-26 purchase order with MES Service Company LLC for personal protective equipment and fire-related supplies for a not-to-exceed amount of \$200,000; and
6. Approve an increase of \$50,000 to the existing FY 2025-26 purchase order with Zoll Medical Corporation GPO for fire and emergency medical-related equipment and supplies for a not-to-exceed amount of \$100,000; and
7. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$225,000 (Allstar Fire Equipment Inc.), \$175,000 (Galls LLC), \$125,000 (IB Auto Parts Inc DBA Hardy Auto Parts), \$225,000 (L.N. Curtis and Sons), \$225,000 (MES Service Company LLC), and \$125,000 (Zoll Medical Corporation GPO); and
8. Take such additional, related actions that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

19. ADOPT RESOLUTION NO. 25-88 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT'S REGIONAL RECREATION, MULTI-USE TRAILS AND ACCESSIBILITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-88 authorizing the submission of an application for the Los Angeles County Regional Park and Open Space District's Regional Recreation and Multi-Use Trails and Accessibility Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta asked staff to provide an overview of the grant.

Councilmember Alonzo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

20. APPROVE SUBMISSION OF AN APPLICATION FOR THE GAMETIME COMMUNITY CHAMPIONS PLAYGROUND GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve submission of an application for the GameTime Community Champions Playground Grant Program; and
2. Authorize the City Manager to designate authority to the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

Councilmember Romero requested an overview of the grant.

Councilmember Peralta spoke in favor of the item.

Councilmember Alonzo motioned, seconded by Councilmember Romero, to approve the item; the motion was approved unanimously.

21. APPROVE APPROPRIATION OF MATCHING FUNDS AND AUTHORIZATION OF PURCHASE ORDERS FOR THE FISCAL YEAR 2023 EMERGENCY OPERATIONS CENTER (EOC) GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$266,442 in Account No. 100-85-880-6010.10 (General Fund, Fire, Communications, Machinery & Equipment) for the remaining required local match for the Fiscal Year 2023 Emergency Operations Center (EOC) Grant Program; and
2. Approve an increase of \$675,000 to the existing Fiscal Year 2025-26 purchase order with Motorola Solutions, Inc. for the purchase of public safety radios, equipment, and software upgrades related to the EOC Grant Program; and
3. Approve issuance of a purchase order to Viavi Solutions for communications testing equipment in an amount that shall not exceed \$115,000; and
4. Approve issuance of a purchase order to Commline Inc. for public safety radios and equipment in an amount that shall not exceed \$170,000; and
5. Approve issuance of a purchase order to a to be determined vendor for a towable emergency generator in an amount that shall not exceed \$85,000; and
6. Authorize the City Manager to approve up to an additional \$25,000 in expenditures for each vendor, for a maximum (potential) not-to-exceed amount of \$700,000 (Motorola Solutions, Inc.), \$140,000 (Viavi Solutions), \$195,000 (Commline Inc.), and \$110,000 (a TBD vendor); and
7. Authorize purchases from the above mentioned vendors by utilizing the exception to the bidding and procurement process allowed by Montebello Municipal Code Section 3.20.050(C) - Standardization of Goods and/or Services; and
8. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

22. SECOND READING AND ADOPTION OF ORDINANCE NO. 2483 AMENDING CHAPTER 17 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH CHAPTER 17.41- VIEWSHED PRESERVATION OVERLAY

RECOMMENDATION: It is recommended that the City Council:

1. Waive Second Reading and adopt Ordinance No. 2483, amending Chapter 17 of the Montebello Municipal Code ("MMC") to establish Chapter 17.41 - Viewshed Preservation Overlay to protect and preserve significant public and private views; and
2. DETERMINE AND FIND that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to the "Common Sense" exemption set forth under Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, considering that it can be seen with certainty that there is no possibility that adding a viewshed preservation overlay will have a significant effect on the environment and pursuant to CEQA Section 15303 related to construction and location of limited numbers of new, small facilities or structures, and the conversion of existing small structures that are consistent with the City's general plan policies and zoning regulations; and
3. Take such additional, related, action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

23. APPROVE PURCHASE OF TWO POLICE SERVICE DOGS AND NECESSARY AND RELATED EQUIPMENT AND TRAINING FROM ADLERHORST INTERNATIONAL, LLC

RECOMMENDATION: It is recommended that the City Council:

1. Approve the purchase of two (2) police service dogs, related equipment and training as allowed by Montebello Municipal Code section 3.20.050(G) – Piggyback Purchase, utilizing the existing Riverside

- County Sheriff's Office competitive bidding process award (Request for Quote # SHARC-588) to Adlerhorst International, LLC; and
2. Authorize the City Manager to execute all necessary documents related to the purchase of the police service dogs, equipment and training; and
 3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by \$50,000 in Account No. 230-99-6000.40 (Asset Foreiture, Supplies - Durable); and,
 4. Take such additional, related action that may be desirable.

Councilmember Peralta spoke in favor of the item.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion was approved unanimously.

24. AUTHORIZE AN INCREASE TO THE PURCHASING AMOUNT FOR DELL MARKETING LP AND CPACINC FOR FISCAL YEAR 2025-26

RECOMMENDATION: It is recommended that the City Council:

1. Authorize a purchasing amount of \$100,000 to Dell Marketing LP for purchases during Fiscal Year 2025-26 utilizing NASPO Master Agreement 23026, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
2. Authorize a purchasing amount of \$100,000 to CPACinc for purchases during Fiscal Year 2025-26 utilizing OMNIA Partners Contract #R250307 with TD Synnex Corporation, as authorized by Montebello Municipal Code Section 3.20.050(F) - Cooperative Purchase; and
3. Take such additional, related action that may be desirable.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

25. APPROVAL OF MINUTES: SEPTEMBER 24, 2025, SPECIAL CITY COUNCIL MEETING; SEPTEMBER 24, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

26. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-89 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED OCTOBER 8, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-89, Approving the City Warrant Register of Demands dated October 8, 2025.

Councilmember Alonzo motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Councilmember**

1. I would like to thank our firefighters who were deployed to help up North in the Wildland Fires.
2. SEACCA launched a Wild Tunes program where residents can sing or play instruments for animals.

1. Councilmember Romero announced her council oral.
2. Councilmember Romero announced her council oral.

- **Georgina Tamayo, Mayor Pro Tem**

- **Salvador Melendez, Mayor**

Mayor Melendez invited the community to attend the Conchas with the Mayor event on Friday, October 10th, at City Hall.

CLOSED SESSION - CONTINUED

Mayor Melendez recessed the meeting into Closed Session at 8:19 p.m. to consider Closed Session Item No.1.

Mayor Melendez reconvened the meeting at 9:43 p.m.

All five members were present to discuss the Closed Session Item. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; the item will be brought back at the next regular council meeting.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on October 22, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, October 5, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

Councilmember Peralta motioned, seconded by Councilmember Romero, to adjourn the meeting at 9:43 p.m.

THE MINUTES OF OCTOBER 8, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 22ND DAY OF OCTOBER 2025.

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**

DRAFT

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: 10-08-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAYAYO **PHONE:** [REDACTED]
(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.

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:

10/8/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Paul HURSTAD

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



3

CITY OF MONTEBELLO

Request No.



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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Frank Nicklas **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: MATCH 90640

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:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TI LA GREGORIAN **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

October 8, 2025

Good evening Honorable Mayor Melendez, staff and community

My name is Linda Nicklas Co-Founder of MATCH90640

It was brought to my attention both Alonzo and Romero do not park in their assigned spots with their names and titles. Instead are parking under City Hall.

As far back as I can remember no members of Council ever parked under City Hall.

I was also told it is because you both are in fear of threats. From who a Veteran Senior or me a Disabled Senior? Romero are you not a Veteran?

Wasn't it you Rick that started a fight with a resident in your District, then like a cry baby wanted to press charges against the man and have the LA District Attorney file against him? Were you not only told no charges would be filed, but witness said you were the aggressor taking off your glasses and threatening the man to fight you. Want

to tell us again who you're in fear of, that is not only ridiculous, but also hilarious.

No wonder neither of you want to park in the assigned spaces stating your names and the fact you are both fake Council members, neither of you were voted into office by your Districts.

Please do not believe the speakers that come up and say what a good job you're doing, FYI they are getting paid by the contract they signed.

I was asked why do you even bother to go up and speak, they don't even have the manners to show respect for speakers. They are looking down, on their phones and show they don't care.

My answer was I speak to put items on the record, like when you Tamayo and Scarlet appointed Rick. Residents came up and asked you not to do it. It was also put on the record by another speaker and myself stating the City Ordinance and State of California Ordinance you would be breaking, yet your puppet master sat in the front row guaranteed you appoint Rick and he'd was sworn in that same night.

Now when Quo Warranto goes to court the video showing you both breaking the quorum of 3 and were

aware of the ordinances, you can not plead ignorance of the law.

That is why we come up to speak, 7 years ago the former Councilmembers were warned they were breaking the law. Our group MATCH 90640 testifies before the JLA Committee in Sacramento, and won a unanimous 13-0 Full Forensic Audit, in that report it stated 14 out 16 contracts awarded were in fact illegal.

Soon very soon you'll learn we don't speak empty words.

Thank you



ITEM # 20

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-90 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED OCTOBER 22, 2025**

RESOLUTION NO 25-90
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1601, consisting of 5 pages, and including:

Warrant No.

General: Check No. 608589 through 608680
ACH No. 9387 through 9458

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 ON THIS 22nd OF OCTOBER 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-90

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. 25-90 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22nd day of October 2025 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. 1597
From Payment Date 09/26/25 - To Payment Date 10/02/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9387	10/02/2025	\$119.29	SUPPLIES	3163	BANK OF AMERICA
9388	10/02/2025	\$7,040.31	TRAINING	3163	BANK OF AMERICA
9389	10/02/2025	\$625.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
9390	10/02/2025	\$68.69	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
9391	10/02/2025	\$2,807.23	SUPPLIES	3163	BANK OF AMERICA
9392	10/02/2025	\$103.38	SUPPLIES	3163	BANK OF AMERICA
9393	10/02/2025	\$3,308.18	SUPPLIES	3163	BANK OF AMERICA
9394	10/02/2025	\$1,751.74	SUPPLIES	3163	BANK OF AMERICA
9395	10/02/2025	\$2,440.75	SUPPLIES	3163	BANK OF AMERICA
9396	10/02/2025	\$508.36	SUPPLIES	3163	BANK OF AMERICA
9397	10/02/2025	\$459.59	SUPPLIES	3163	BANK OF AMERICA
9398	10/02/2025	\$380.86	SUPPLIES	3163	BANK OF AMERICA
9399	10/02/2025	\$550.60	SUPPLIES	3163	BANK OF AMERICA
9400	10/02/2025	\$283.32	SUPPLIES	3163	BANK OF AMERICA
9401	10/02/2025	\$212.25	SUPPLIES	3163	BANK OF AMERICA
9402	10/02/2025	\$491.26	SUPPLIES	3163	BANK OF AMERICA
9403	10/02/2025	\$381.76	SUPPLIES	3163	BANK OF AMERICA
9404	10/02/2025	\$634,668.89	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
9405	10/02/2025	\$200.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9406	10/02/2025	\$503,969.35	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9407	10/02/2025	\$530.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
9408	10/02/2025	\$1,390,432.00	RETIREMENT	17	CAL PERS
9409	10/02/2025	\$17,808.40	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
9410	10/02/2025	\$3,319.42	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
9411	10/02/2025	\$2,024.75	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
9412	10/02/2025	\$1,491.03	SUPPLIES	62880	AMERICAN MARKER
9413	10/02/2025	\$4,695.54	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
9414	10/02/2025	\$40.00	CARPPOOL INCENTIVE	289	ANDREA ANDRADE
9415	10/02/2025	\$40.00	CARPPOOL INCENTIVE	61470	ERIKA L ANDRADE
9416	10/02/2025	\$19,619.38	CONTRACT SERVICES	74870	AVAIL TECHNOLOGIES INC
9417	10/02/2025	\$40.00	CARPPOOL INCENTIVE	4827	RIJUL BHASKAR
9418	10/02/2025	\$1,277.61	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
9419	10/02/2025	\$1,128.10	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
9420	10/02/2025	\$270.00	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
9421	10/02/2025	\$4,417.38	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
9422	10/02/2025	\$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
9423	10/02/2025	\$38,991.47	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
9424	10/02/2025	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
9425	10/02/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
9426	10/02/2025	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
9427	10/02/2025	\$940.27	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
9428	10/02/2025	\$142.91	CONTRACT SERVICES	46870	HDL COREN & CONE
9429	10/02/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
9430	10/02/2025	\$415,423.64	CONTRACT SERVICES	2793	IBE DIGITAL
9431	10/02/2025	\$9,933.39	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
9432	10/02/2025	\$47,490.90	MACHINERY & EQUIPMENTS	488	INTERBATIONAL BUSINESS MACHINES CORPORATION
9433	10/02/2025	\$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
9434	10/02/2025	\$460.60	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
9435	10/02/2025	\$8,537.90	SUPPLIES	26670	LIFE-ASSIST INC
9436	10/02/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
9437	10/02/2025	\$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
9438	10/02/2025	\$2,978.75	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA'	3489	MARK THOMAS & COMPANY INC
9439	10/02/2025	\$8,620.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
9440	10/02/2025	\$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
9441	10/02/2025	\$131,561.52	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
9442	10/02/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
9443	10/02/2025	\$32,633.89	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
9444	10/02/2025	\$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
9445	10/02/2025	\$20.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
9446	10/02/2025	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
9447	10/02/2025	\$629.57	SUPPLIES	1120	BLUETRITON BRANDS INC
9448	10/02/2025	\$40,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
9449	10/02/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
9450	10/02/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
9451	10/02/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
9452	10/02/2025	\$958.02	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
9453	10/02/2025	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
9454	10/02/2025	\$38,438.96	CONTRACT SERVICES	4948	STRATA LANDSCAPING LLC DBA VERDANT LANDSCAPING



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9455	10/02/2025	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
9456	10/02/2025	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
9457	10/02/2025	\$966.96	SUPPLIES	3088	WAXIE SANITARY SUPPLY
9458	10/02/2025	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
ACH TOTAL		\$3,401,540.44			
608589	10/02/2025	\$5,490.00	CONTRACT SERVICES	5129	1131 - 1141 SPRUCE ST. L.P.
608590	10/02/2025	\$30.00	CARPOOL INCENTIVE	5132	NICOLE AGUIRRE
608591	10/02/2025	\$29,345.50	IMPROVEMENTS OTHER THAN BUILDING	199	ALL AMERICAN ASPHALT
608592	10/02/2025	\$1,866.36	VEHICLE MAINTENANCE/EXPENSES	859	ALTEC INDUSTRIES INC
608593	10/02/2025	\$8,331.66	UTILITY SERVICES	39550	AT&T
608594	10/02/2025	\$500.00	CONTRACT SERVICES	5185	AUTOMATED MERCHANT SYSTEMS, LLC
608595	10/02/2025	\$7,244.71	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
608596	10/02/2025	\$5,386.71	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
608597	10/02/2025	\$3,905.00	CONTRACT SERVICES	5108	CALIFORNIA ASBESTOS CONSULTANTS
608598	10/02/2025	\$9,369.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
608599	10/02/2025	\$111.17	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
608600	10/02/2025	\$681.76	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
608601	10/02/2025	\$60.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
608602	10/02/2025	\$776.21	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
608603	10/02/2025	\$3,232.50	CONTRACT SERVICES	4846	CWE
608604	10/02/2025	\$420.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
608605	10/02/2025	\$3,000.00	CONTRACT SERVICES	4420	DF POLYGRAPH
608606	10/02/2025	\$27,577.80	SUPPLIES	1939	DIGITAL EMS SOLUTIONS INC
608607	10/02/2025	\$5,100.80	ADVERTISING/PRINTING SERVICES	4888	ECLIPSE PRINTING & GRAPHICS LLC DBA JAMES LITHIO
608608	10/02/2025	\$238.32	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
608609	10/02/2025	\$2,864.69	UNIFORM EXPENSE	55650	GALLS LLC
608610	10/02/2025	\$140.00	POLICE RELATED FEES	5174	CAROLE A. GILBERT
608611	10/02/2025	\$1,138.49	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
608612	10/02/2025	\$13,998.84	MACHINERY & EQUIPMENTS	25080	GOVERNMENTJOBS.COM INC DBA: NEOGOV
608613	10/02/2025	\$2,215.00	CONTRACT SERVICES	5085	GRACE MANAGEMENT, LLC
608614	10/02/2025	\$75.18	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
608615	10/02/2025	\$30.00	CARPOOL INCENTIVE	4920	NOEL GUZMAN
608616	10/02/2025	\$957.30	ADVERTISING/PRINTING SERVICES	3307	HASHTAG PROMOTIONS
608617	10/02/2025	\$369.61	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC



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608618	10/02/2025	\$20.00	CARPOOL INCENTIVE	5008	LAURIE HERNANDEZ
608619	10/02/2025	\$2,712.15	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
608620	10/02/2025	\$10,538.25	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
608621	10/02/2025	\$6,511.19	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
608622	10/02/2025	\$250.00	GENERAL GOVERNMENT	5179	ANAHI JIMENEZ
608623	10/02/2025	\$2,155.00	DUES & SUBSCRIPTIONS	43680	JJ KELLER & ASSOCIATES INC
608624	10/02/2025	\$15,000.00	VEHICLE MAINTENANCE/EXPENSES	5184	FREDERICK B KLEMUNDT
608625	10/02/2025	\$54,871.65	CONTRACT SERVICES	3716	KOA CORPORATION
608626	10/02/2025	\$70.00	POLICE RELATED FEES	5177	RAUL LAZALDE
608627	10/02/2025	\$40.00	CARPOOL INCENTIVE	4922	MICHELLE LEGGETT
608628	10/02/2025	\$899.70	TRAVEL & MEETINGS	5102	SAMANTHA LEYVA
608629	10/02/2025	\$7,344.30	CONTRACT SERVICES	4355	LM INVESTIGATIONS LLC
608630	10/02/2025	\$770.53	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
608631	10/02/2025	\$149.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
608632	10/02/2025	\$15,390.36	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
608633	10/02/2025	\$140.00	POLICE RELATED FEES	5103	HUGO MARTINEZ
608634	10/02/2025	\$175.23	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
608635	10/02/2025	\$1,047.65	TRAVEL & MEETINGS	790	CITY OF MONTEBELLO PETTY CASH
608636	10/02/2025	\$910.00	MACHINERY & EQUIPMENTS	5011	OHD, LLLP
608637	10/02/2025	\$18,709.71	SUPPLIES	4495	ORANGE INDUSTRIAL HARDWARE
608638	10/02/2025	\$14,187.39	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP
608639	10/02/2025	\$410.00	POLICE RELATED FEES	5172	ALEXANDRA PEDROSA
608640	10/02/2025	\$20.00	CARPOOL INCENTIVE	3198	SUSAN PEEBLES
608641	10/02/2025	\$140.00	POLICE RELATED FEES	5175	JOSE POLANCO
608642	10/02/2025	\$186.79	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
608643	10/02/2025	\$7,249.69	CONTRACT SERVICES	18730	QUETEL AN OMNIGO COMPANY
608644	10/02/2025	\$40.00	CARPOOL INCENTIVE	5027	JULIO RECINOS
608645	10/02/2025	\$618.19	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
608646	10/02/2025	\$70.00	POLICE RELATED FEES	5173	MARIA YOLANDA ALBERTO RIVAS
608647	10/02/2025	\$8,673.92	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
608648	10/02/2025	\$16,720.95	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
608649	10/02/2025	\$16,749.46	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
608650	10/02/2025	\$39,800.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC
608651	10/02/2025	\$140.00	POLICE RELATED FEES	5176	CONNIE SITU
608652	10/02/2025	\$179.49	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



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608653	10/02/2025	\$40,414.78	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608654	10/02/2025	\$2,172.02	CONTRACT SERVICES	45630	SOUTHERN CALIFORNIA EDISON
608655	10/02/2025	\$83.95	CONTRACT SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
608656	10/02/2025	\$1,104.61	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
608657	10/02/2025	\$1,120.00	TRAINING	3385	STATE OF CA - DEPT OF FORESTRY AND FIRE PROTECTION
608658	10/02/2025	\$5,157.00	CONTRACT SERVICES	2863	STRYKER SALES CORPORATION
608659	10/02/2025	\$11,503.39	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
608660	10/02/2025	\$12,112.50	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
608661	10/02/2025	\$34,200.29	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
608662	10/02/2025	\$40.00	CARPPOOL INCENTIVE	4781	TAM TIEU
608663	10/02/2025	\$7,099.33	CONTRACT SERVICES	652	TIMECLOCK PLUS
608664	10/02/2025	\$35,589.55	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
608665	10/02/2025	\$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS
608666	10/02/2025	\$7,662.99	SUPPLIES	4815	TUFF SHED INC
608667	10/02/2025	\$9,193.44	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVER
608668	10/02/2025	\$12.00	CONTRACT SERVICES	4934	FRANK VACCARO
608669	10/02/2025	\$12,798.56	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
608670	10/02/2025	\$1,797.51	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
608671	10/02/2025	\$152,911.10	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
608672	10/02/2025	\$6,908.10	UTILITY SERVICES	23610	VERIZON WIRELESS
608673	10/02/2025	\$52.49	CONTRACT SERVICES	4593	VESTIS GROUP INC
608674	10/02/2025	\$1,454.18	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
608675	10/02/2025	\$70.00	POLICE RELATED FEES	5178	LEON THOMAS WARRINER
608676	10/02/2025	\$5,370.64	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
608677	10/02/2025	\$40.00	CARPPOOL INCENTIVE	5038	JESSIE WOO
608678	10/02/2025	\$13,205.60	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
608679	10/02/2025	\$9,197.94	SUPPLIES	26850	ZUMAR INDUSTRIES INC
608680	10/02/2025	\$70.00	POLICE RELATED FEES	5103	HUGO MARTINEZ
CHECK TOTAL		\$748,989.18			
GRAND TOTAL		\$4,150,529.62			



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 - November

November 12th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Month of Movember (Men's Health)	Presentation	Public Affairs	David S.
	Alzheimer Disease Awareness Month	Presentation	Public Affairs	David S.
	Approval of First Amendment to Agreement No. 4062 with Advocate, Inc. dba Nava Benefits	Consent	HR	Ramon F.
	2nd Reading of Ordinance No. 2484 - Approving Development Agreement No. 03-24 (Agreement No. 4417) between the City of Montebello and AltaMed Health Services Corporation	Consent	Planning	Joe P.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.