CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, MARCH 11, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL
Georgina Tamayo, Mayor
Danielle Romero, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Salvador Melendez, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	**Angelica Palmeros**
Fire Chief	**Fernando Pelaez**
Police Chief	**Luis Lopez**
Director of City Clerk Services	**Kimberly Guillen**
Director of Finance	**Michael Solorza**
Director of Human Resources	**Ramon Figueroa**
Director of Planning/Community Development	**Joseph Palombi**
Director of Public Works	**Cesar Roldan**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**John Soria**

NOTICES

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

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

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

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

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

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

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Jesse Duran v. City of Montebello, et al.
   Los Angeles Superior Court Case No. 24STCV04916

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Jesus Macias v. City of Montebello
   Los Angeles Superior Court Case No: 25STCV37986

3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Anthony Rodriguez vs. City of Montebello
   Los Angeles Superior Court Case No. 26STCV05665

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Hermes Carbajal vs. City of Montebello
   Los Angeles Superior Court Case No. 26STCV02126

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

5. PROCLAMATION FOR WOMEN'S HISTORY MONTH

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

REGULAR BUSINESS

6. FISCAL YEAR 2025-26 SECOND 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 Second Quarter Budget Report; and,
2. Approve the updated Salary Resolution No. 26-14 (Attachment C) and new job classifications for the Administration, Police and Fire Departments (Exhibits C1 – C6) and Master Position Control (Attachment D); and,
3. Amend the Fiscal Year 2025-26 budget in the amounts and in the accounts listed in Attachment E; and,
4. Take whatever additional actions necessary.

7. APPROVE AMENDMENTS TO AGREEMENTS WITH HERRERA'S COATING RESTORATION, TOILET PARTITION EXPERTS, WOLVERINE FENCE COMPANY, AND PMC PLUMBING AND APPROVE EXECUTION OF PROFESSIONAL SERVICES AGREEMENT NO. 4478 WITH STARBOARD TACK SUPPLY (DBA ASTRO PLUMBING) FOR THE CITYWIDE PARK RESTROOM RESTORATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Find that it would be impractical, useless, or uneconomical in this project to follow normal bidding procedures, and that the welfare of the public would be promoted by dispensing said procedures, as permitted by Montebello Municipal Code Chapter 3.21.025(C); and
2. By a four-fifth vote of the City Council, authorize an exception to the formal request for proposal (RFP) procedure, in accordance with Montebello Municipal Code Chapter 3.21.025(C) and execute Professional Services Agreement No. 4478 with Starboard Tack Supply (dba Astro Plumbing) for the citywide park restroom restoration project; and
3. Execute amendments to the agreements with Toilet Partition Experts, Wolverine Fence, and PMC Plumbing to provide services for the citywide park restroom restoration project; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $411,000 in Account No. 100-30-510-7115 (General Fund, Public Works, Government Building Maintenance, Building Improvements); and
5. Authorize the City Manager to execute all related agreements and amendments in good faith; and
6. Take such additional, related action that may be desirable.

8. ACCEPTANCE OF COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY (CCEP) GRANT PROGRAM FUNDS FROM THE CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS)

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Community Cleanup and Employment Pathway (CCEP) Grant Program by the California Transportation Department for $200,000; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $200,000 in Account No. 265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup-Employment Pathway, Contracts Services Outside Contracts [Expenditures]) and $200,000 in Account No. 265-99-4198.24 (Grants, Caltrans Community Cleanup-Employment Pathway [Revenue]); and
3. Authorize the City Manager to execute the agreement and all applicable forms; and
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

9. PROCLAMATION FOR NATIONAL NUTRITION MONTH

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Proclamation declaring March as National Nutrition Month in Montebello.

10. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4193 WITH PACIFIC COAST ELEVATOR CORPORATION FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4193 between the City of Montebello and Pacific Coast Elevator Corporation, doing business as, Amtech Elevator Services to increase compensation for contract year 2025 – 2026 by $47,446; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

11. APPROVE SUBMISSION OF THE FISCAL YEAR 2026-27 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program (Measure W) Annual Expenditure Plan for Fiscal Year 2026-27; and
2. Take such additional, related action that may be desirable.

12. APPROVE THE GRANT REA PARK NONPOINT SOURCE TRASH ASSESSMENT AND REPORTING PLAN (NSTARP)

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) (Attachment A) to the Los Angeles Regional Water Quality Control Board (LARWQCB) for trash total maximum daily load (TMDL) and to comply with waste discharge requirements (WDRs); and
2. Authorize staff to submit the Plan on behalf of the City to the Los Angeles Regional Water Quality Control Board; and
3. Authorize the City Manager to implement the Plan as required by the LARWQCB; and
4. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4249 WITH LADAYU CONSULTING GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4249 between the City of Montebello and Ladayu Consulting Group to increase compensation by $450,000 for the remainder of the contract period, bringing the total not-to-exceed amount to $750,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

14. APPROVE EXEUCTION OF UNITED STATES REAL ESTATE AGREEMENT NO. 4476 (DACW09-9-25-9164) WITH THE UNITED STATES ARMY CORPS OF ENGINEERS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute United States Real Estate Agreement No. 4476 (DACW09-9-25-9164) with the US Army Corps of Engineers and all applicable exhibits and forms that accompany the agreement in good faith; and
2. Take such additional, related action that may be desirable.

15. APPROVE THE USE OF ASSET FORFEITURE FUNDS FOR THE DESTRUCTION OF ILLICIT NARCOTICS

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of $15,180 in Asset Forfeiture funds for costs associated with the destruction of illicit narcotics; and
2. Take such additional, related action that may be desirable.

16. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3997 AND ASSIGNMENT AGREEMENT WITH CONCENTRA

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3997 with Concentra ; and
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2027.
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $23,000 in Account No. 100-25-250-6040.10 (General, Human Resources, HR Administration, Contract Services – Outside Contracts); and
4. Take such additional, related action that may be desirable.

17. WAIVE SECOND READING AND ADOPTION OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, SITE PLAN REVIEW STANDARDS, AND REZONING OF CERTAIN PROPERTIES CONSISTENT WITH THE MONTEBELLO 2040 GENERAL PLAN AND THE CITY'S HOUSING ELEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Waive second reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Waive second reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Waive second reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed administratively; and

4. Waive second reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and
5. Determine and find that the proposed amendments to Title 17 of the MMC and rezoning of certain properties are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA"), and
6. Take such additional, related, action that may be desirable.

18. APPROVE INCREASE TO PURCHASE ORDER WITH FIRE APPARATUS SOLUTIONS FOR FIRE TRUCK REPAIRS

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase of $100,000 to the existing purchase order with Fire Apparatus Solutions for repair and replacement of MOntebello Fire Department's Truck 755 aerial swivel assembly and other necessary repairs through the end of Fiscal Year 2025-26; and
2. Take such additional, related action that may be desirable.

19. ADOPT RESOLUTION NO. 26-15 AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY PROPOSITION 4 WILDFIRE AND FOREST RESILIENCE GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-15 authorizing the submission of an application for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Proposition 4 Wildfire and Forest Resilience Grant Program; and
2. Authorize the City Manager 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.

20. ADOPT RESOLUTION NO. 26-13 TO AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2027 TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BUS OPERATIONS SUBCOMMITTEE FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-13 to authorize the submission of an application for Fiscal Year 2027 to the Los Angeles County Metropolitan Transportation Authority (LACMTA) Bus Operations Subcommittee (BOS) for Federal Transit Administration (FTA) Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds; and
2. Take such additional, related, action that may be desirable.

21. ADOPT RESOLUTION NO. 26-12 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA STATE TRANSPORTATION AGENCY FOR 2026 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) CYCLE 8 GRANT TO SUPPORT THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-12 authorizing the submission of an application to the California State Transportation Agency (CalSTA) for the 2026 Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 Grant, to support the purchase of hydrogen fuel cell electric buses; and
2. Take such additional, related, action that may be desirable.

22. APPROVE SUBMISSION OF AN APPLICATION FOR THE LOWE'S COMMUNITY IMPACT GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of an application to the Lowe's Community Impact Grant Program; and
2. Authorize the City Manager 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.

23. APPROVAL OF MINUTES: FEBRUARY 25, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

24. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-11 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 11, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-11 approving the Warrant Register dated March 11, 2026.

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.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on March 25, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.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, March 8, 2026, 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 # 6

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2025-26 SECOND QUARTER BUDGET REPORT**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2025-26 Second Quarter Budget Report; and,
2. Approve the updated Salary Resolution No. 26-14 (Attachment C) and new job classifications for the Administration, Police and Fire Departments (Exhibits C1 – C6) and Master Position Control (Attachment D); and,
3. Amend the Fiscal Year 2025-26 budget in the amounts and in the accounts listed in Attachment E; and,
4. Take whatever additional actions necessary.

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 eight 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 month of February). In addition, presenting quarterly reports on a regular basis indicates good financial stewardship and promotes transparency.

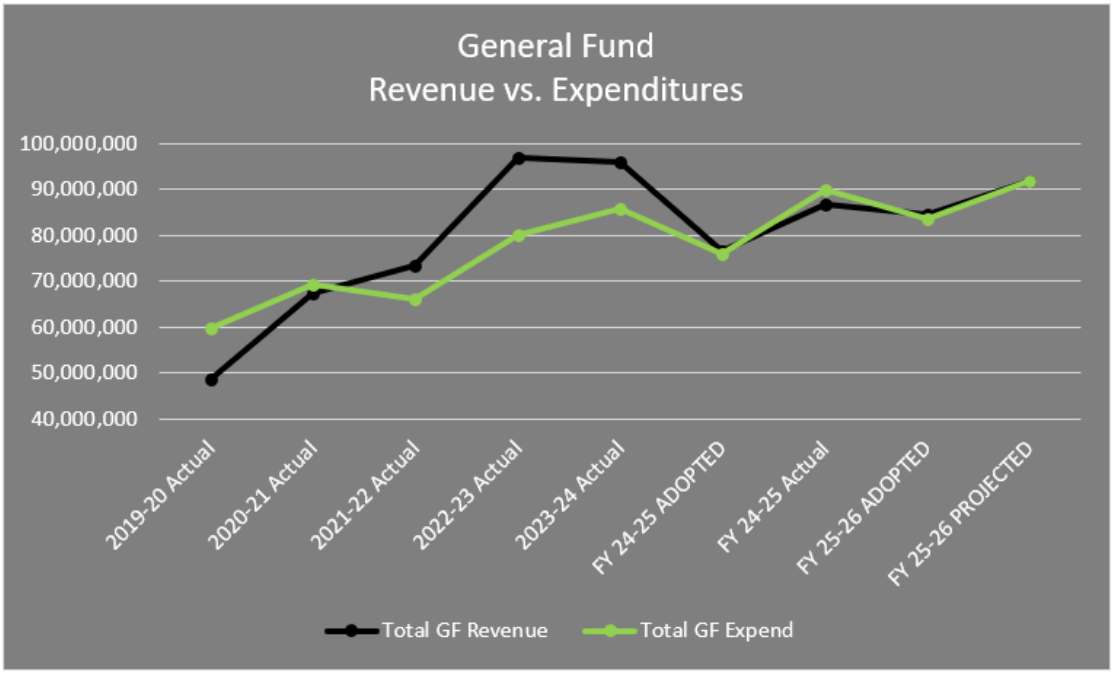
This Second Quarter Budget report focuses on the General Fund and provides updated expenditure and revenue projections for the fiscal year. There will also be a discussion of the two enterprise funds which record the activity of the City-owned hotels (Hilton Garden Inn and Home2Suites).

The General Fund budget was adopted with an $894,700 surplus: revenue of $84.447 million forecasted higher than expenditures of $83.552 million. Since adoption in June, budget amendments have been made to department expenditure appropriations, and new information is available on revenue trends. Updated (unaudited) revenue performance at the June 30, 2025 fiscal year close has provided additional information to update FY 2025-26 revenue projections. Also, eight months of data on revenue and expenditure actuals 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:

	FY 2025-26 Adopted Budget	FY 2025-26 Amended Budget	FY 2025-26 Projected
Expenditures	83,552,400	85,891,016	92,251,499
Revenue	84,447,100	84,447,100	92,511,800
	894,700	**(1,443,916)**	**260,301**

The chart below provides historical context, plotting actual, budgeted and projected General Fund revenues against expenditures:



The 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. Hence, the deficit in FY 2019-20.

The surpluses in FY 2021-22 through FY 2023-24 continued a positive trend where

revenue exceeded expenditures, assisted by the recognition of one-time revenues from the sale of the City's water system and a property in Pico Rivera. The FY 2025-26 2nd Quarter projection indicates another surplus year, albeit a smaller surplus vs. the adopted budget -- $260,301. Having a General Fund surplus helps build available reserves, placing the City on a stronger financial footing as fund balance grows as a percentage of operating revenue.

The paragraphs below present a more detailed discussion of the changes based on 2nd Quarter actuals and their impact on the forecast for fiscal year end.

BACKGROUND/DISCUSSION:

N/A

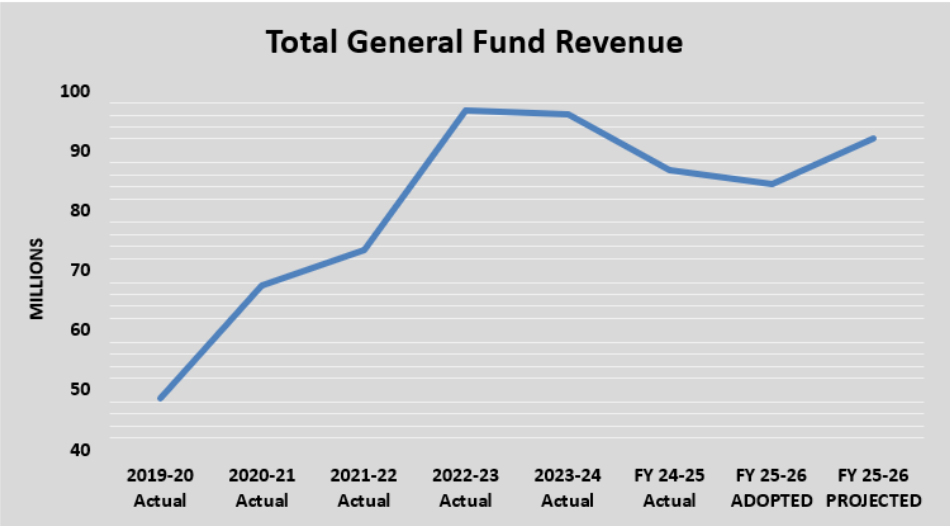
ENVIRONMENTAL:

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 2025 through February 2026 allows an updated forecast for fiscal year-end to be presented.

Revenue
Overall, General Fund revenue is projected to be $8.065 million higher than the adopted budget ($92.512 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, with additional detail provided in Attachment A:



	2022-23 Actual	2023-24 Actual	2024-25 Actual	2025-26 ADOPTED BUDGET	2ND QTR 2025-26 PROJECTED	Variance $
SALES TAX						
1% Bradley Burns	14,851,025	14,447,805	15,727,705	17,000,000	17,200,000	200,000
Monterey Park Marketplace	1,525,665	1,122,969	1,196,741	1,100,000	1,200,000	100,000
Measure H	9,974,915	10,087,603	9,454,438	10,500,000	10,320,000	-180,000
SALES TAX TOTAL	***26,351,605***	***25,658,377***	***26,378,884***	***28,600,000***	***28,720,000***	***120,000***
PROPERTY TAX						0
Secured	4,953,607	5,483,163	5,168,425	5,550,000	5,600,000	50,000
In-Lieu of VLF	7,997,213	8,594,708	9,039,165	9,600,000	9,675,000	75,000
Other Property Tax	2,373,748	3,295,800	3,299,972	3,485,200	4,018,200	533,000
PROPERTY TAX TOTAL	***15,324,568***	***17,373,671***	***17,507,562***	***18,635,200***	***19,293,200***	***658,000***
OTHER TAXES	650,178	666,485	606,912	665,000	762,000	97,000
FRANCHISE TAXES	3,013,891	3,449,842	3,297,694	3,599,000	3,849,000	250,000
LICENSES AND PERMITS	9,509,874	7,897,407	11,855,265	9,435,000	12,026,000	2,591,000
FINES AND FORFEITURES	3,390,006	3,034,337	2,884,302	3,425,000	3,400,000	-25,000
INVESTMENT INCOME	520,594	723,374	620,105	530,000	851,000	321,000
INTERGOVERNMENTAL	4,630,077	4,902,930	1,117,151	65,000	92,000	27,000
CHARGES FOR SERVICE	7,994,061	8,470,350	8,460,205	8,826,700	10,203,600	1,376,900
OTHER REVENUE	4,840,631	17,259,240	8,362,284	5,282,600	5,525,000	242,400
TRANSFERS IN	20,608,439	6,666,044	5,629,175	5,383,600	7,790,000	2,406,400
TOTAL GENERAL FUND REVENUE	**96,833,924**	**96,102,057**	**86,719,539**	**84,447,100**	**92,511,800**	**8,064,700**

Reviewing the sales tax forecast, projected revenue from the 1% Bradley Burns is up $200,000, the Monterey Park Marketplace sharing agreement is projected to be $100,000 higher than budget, and Measure H revenue is adjusted down by $180,000. These updated forecasts are based on the latest quarterly sales tax data from the City's consultant (HDL and Companies).

Prior to FY 2023-24, Montebello received 50% of sales tax from Costco, and 18% from the other retail establishments in the Monterey Park Marketplace, per the sales tax sharing agreement. The City now receives 18% from all retailers, including Costco. Hence, the higher totals in prior fiscal years reflected the 50% sharing amount. However, Monterey Park residents approved a ¾ cent transaction and use tax in 2023, which has offset some of the revenue drop due to the change from 50% to 18% sharing.

The table below shows sales tax data from FY 2019-20 through FY 2025-26, including the updated 2nd Quarter forecast amount:

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 Actual	FY 25-26 ADOPTED	P
Total Sales Tax	12,817,884	22,270,247	25,378,979	26,351,605	25,658,377	26,378,884	28,700,000	2

Property tax shows an increase of $658,000 when compared to the adopted budget. This increase is from three primary sources of property tax: secured, residual and "in-lieu of VLF." Secured property tax is forecast to be $50,000 greater than the adopted budget. Overall assessed value of property in Montebello continues to improve, with single family residential homes having a median sales price of $777,500. While this amount is 8.5% lower than the same quarter in the previous year, property values in Montebello have increased 6.1% on an annual average since 2017.

Residual property tax is the amount the City receives from former redevelopment project areas. This source of property tax is up $398,300 over the adopted budget. And finally, “in-lieu of VLF” revenue is increasing $75,000, another reflection of citywide assessed property values continuing to grow.

The recently updated (August 2025) master fee schedule will also add to improved revenue forecasts. The City Council approved fees went into effect November 1, 2025. The updated cost recovery methodology has decreased the General Fund subsidy of services for which a fee is charged. Improvement in Licenses and Permits and Charges for Services revenue forecasts is partially from the updated fees.

The increase of $2.591 million in the Licenses and Permits category is due to improved performance across the various “permit” categories: building, plumbing, electrical, mechanical, etc. Development activity in the City appears to be positive, with all areas of building-related permit revenue up versus the adopted budget. In addition, the approval of a new professional services agreement in November 2024 with the firm that handles plan checks is adding to the increase in License and Permit revenue. The new agreement has a more City-favorable – and typical – revenue share ratio. That is, the City will receive more revenue from each plan check conducted vs. the prior agreement. There is a projected increase of $950,000 in forecasted plan check fees revenue for FY 2025-26.

The category of Charges for Services is forecast to be $1.376 million higher than the adopted budget. There is an increase in Engineering Fees of $375,000, Fire Plan Check Fees of $500,000, and a $190,000 increase in Development Tax Fee. As noted above, the recently updated master fee schedule is responsible for improved revenue forecasts across all Charges for Services fee categories. AltaMed provided a one-time public benefit fee of $200,000 – hence the increase in the Development Tax Fee revenue stream.

Transfers In (non-operating) revenue will increase by $2.406 million. There is a one-time increase of $1.750 million related to the sale and purchase of Measure A funds by the City’s Transit Fund. There is also an additional $656,000 in reimbursement from the Retirement Fund. The Property Tax Override property tax received by the City is used to reimburse the General Fund for pension related costs. As PERS expenses increase, so does the Transfer In from the Retirement Fund (Fund 205) – resulting in a net zero impact to the General Fund for pension expenses.

“Other Revenue” will see an improvement of $242,000. This is the net impact of increases from reimbursements from Cal-OES for Fire Department deployments to wild land fires across the State in the past year – including the Altadena and Palisades Fires. The City receives payment from the State for staff and equipment deployed to fires as part of mutual aid agreements. These deployments are resulting in an additional $200,000 in revenue for FY 2025-26. There is also another $138,000 in Cost Recovery revenue from various sources.

The additional $8.065 million in General Fund revenue projected for FY 2025-26 is a

positive sign of the resilient economy, improved City operations, addition of new ongoing and one-time sources of revenue, updates to the cost recovery percentages with City Council approval of an updated master fee schedule and other related changes. Staff will continue monitoring revenue activity and will present an updated forecast during development of the FY 2026-27 budget. Attachment A provides additional information on revenue by major category.

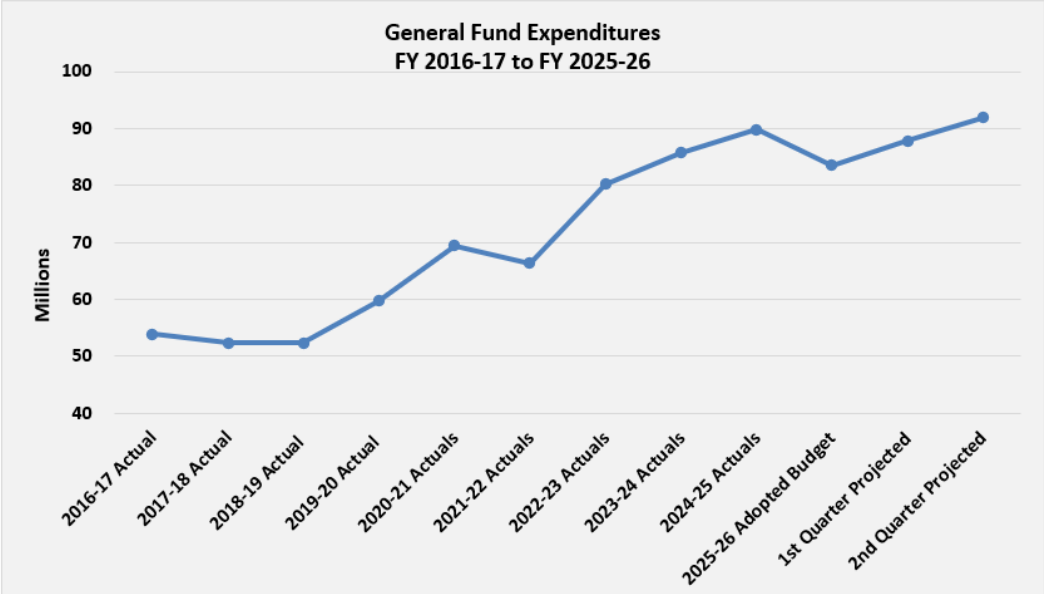
Expenditures
General Fund expenditures are projected to be $92.251 million for FY 2025-26 This is a $6.360 million (7.4%) increase over the amended budget, and a $8.699 million increase over the adopted budget (10.4%). The increase in estimated expenditures vs. the adopted budget takes into account budget amendments approved by the City Council since July, encumbrance rollovers from the prior year (i.e., open purchase orders for work not completed or goods not received at fiscal year close), and updated forecasts for various line-item expense categories. The amended budget total is $85.891 million.

About $1.301 million of the $2.339 million increase (56.0%) to the adopted budget is from encumbrance roll-overs (open purchase orders) in the Departments: $495,000 in Public Works for landscape maintenance, building services, fats, oils and greases management services and sewer repair work; $379,000 in Community Development for plan check services and an environmental study; and $145,000 in Parks and Recreation for infrastructure projects. The purchase order/encumbrance rollover process is standard and occurs at the end of each fiscal year.

The other $1.308 million in budget amendments are from FY 2025-26 City Council actions related to:

- Fire Department professional services ($75,000)
- Fire Department purchase of vehicles and equipment ($105,000)
- Public Works – janitorial services (citywide) ($150,000)
- Fire Department – General Fund required sharing amount for grant ($266,442)
- Public Works – hazardous waste services agreement ($100,000)
- Public Works – citywide landscaping services agreement ($261,108)
- Public Works – traffic signal at Whittier and 6th Street ($300,000)

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



The table below shows – by Department/operational area – the FY 2025-26 adopted and amended budgets as well as the updated FY 2025-26 projections based on actuals through February. The "Variance" column shows whether the 2nd Quarter projected amount is greater than (positive amount) or less than (negative amount) the amended budget (additional detail can be found in Attachment B):

	2024-25 Actuals	2025-26 Adopted Budget	2025-26 Amended Budget	1st Quarter Projected	2nd Quarter Projected	Variance vs. Amended
Administration / Elected	2,733,981	2,861,200	2,861,200	2,641,096	2,685,024	(176,176)
Community Development	5,472,363	4,809,800	5,194,306	5,009,396	5,963,741	769,435
Finance	3,193,180	3,158,600	3,158,600	3,097,189	3,169,175	10,575
Fire	21,999,963	19,367,900	19,845,863	21,643,506	23,255,310	3,409,447
Human Resources	1,564,102	1,534,900	1,583,060	1,358,122	1,496,744	(86,316)
Information Technology	1,236,574	1,231,200	1,236,339	1,555,185	1,627,130	390,791
Parks and Recreation	6,403,558	5,926,100	6,170,072	7,035,122	7,359,427	1,189,355
Police	26,867,593	25,199,400	25,268,477	25,753,517	26,439,059	1,170,582
Public Works	16,067,215	16,272,400	17,366,446	16,465,889	16,979,906	(386,540)
Non-Departmental	4,335,978	3,190,900	3,206,653	3,266,398	3,275,984	69,331
	89,874,507	**83,552,400**	**85,891,016**	**87,825,421**	**92,251,499**	**6,360,483**

The $769,435 variance for Community Development is the net impact of the increase in projected expenses related to the City's plan check services. The City utilizes Transtech to conduct plan checks, and the updated agreement – approved by the City Council in November 2024 – utilizes a revenue share model to pay expenses. That is, Transtech receives approximately 50-60% of fees charged in the plan check process. That amount is recorded as an expenditure. Plan check services are difficult to project and the FY 2025-26 budget was built utilizing an estimate of how much activity there would be related to plan checks. The increase in expenses related to plan check services is offset by an increase in revenue received for various plan check tasks – refer to the discussion above in the "License and Permits" section of the Revenue forecast for further information on the increase in revenue.

The $3.409 million variance in the Fire Department is spread across all Divisions. The majority of this increase is from salary and benefit increased costs in the Suppression Division ($3.061 million). Regular Salaries are forecast to be $600,000 higher than the budget, with Full-time Overtime projected to be $850,000 higher than budget. There is an additional $270,000 projected in PERS (i.e., pension) expenses. These increases are due to the Fire Department being almost fully staffed coupled with increases in pay, benefits and special pays from the recently approved (i.e., 2025) MOUs with both the Montebello Firefighters Association (MFA) and Montebello Fire Management Association (MFMA).

Parks and Recreation has a variance of $1.189 million. A large portion of the variance is from new expenses from movement of the Parks Maintenance Division from the Public Works Department. There is an additional $933,000 in projected salary and benefit expenses in this Division. Budget adjustments will be made to provide appropriations for these expenses – moving budget from Public Works as well as requesting additional appropriations where necessary. There is also an additional $381,000 in full and part-time salaries in the Recreation Division. Part-time employees play a vital role in the many special events the Department hosts every month of the year – and increased events equates to additional part-time salary costs. The annual increases to the State minimum wage also cause upward pressure on part-time salary expenses.

The Police Department is projecting $1.171 million in expenses over the amended budget. These additional expenses are the net result of increases in salary and benefits in the Patrol Division totaling $1.013 million. Regular salaries are projected to be $625,000 higher than budget, and the category of various “special pays” is forecast to be $445,000 higher (e.g., education and certificate incentives, longevity, shift incentives, leave payouts, etc.). There are savings in other Divisions, offsetting the increase in Patrol: $275,000 in Administration and $150,000 in Traffic – primarily from salary/benefits savings.

The positive variance of $385,540 in Public Works (projected savings vs. the amended budget) is primarily due to savings in contract services in the Streets and Sewer Operations Division. There will also be adjustments in the Parks Maintenance Division, as appropriations for salaries/benefits are moved to the Parks and Recreation Department to coincide with the movement of these operations in FY 2025-26. The projected expenditures for Public Works include additional appropriations of more than $350,000 for citywide park restroom maintenance (see separate City Council action item on the March 11, 2026 agenda related to this project).

Staff will continue monitoring expenses in each department and will provide an update throughout the FY 2026-27 budget development process. Attachment B provides additional details on prior year Department expenditures and budgets, as well as details on the 2nd quarter projection.

Budget Amendments
Staff is recommending budget amendments (Attachment E) to various funds, increasing appropriations necessary to recognize revenue and expenditures, make grant funds available for departments to utilize, adjust for increased salary, benefit and overtime

expenses in the Fire, Parks and Recreation, Community Development and Police Departments, and make other necessary amendments to align projected expenses with appropriations.

Some of the amendments (Attachment E) are necessary to adjust special fund and grant fund appropriations to match actual and/or projected expenses: Art in Public Places, Cal-OES EOC Program, State Homeland Security Program, Humanitarian Assistance Program, Retirement Fund, Debt Service Fund, Self-Insurance, etc.

The remaining budget amendments (Attachment E) will cover various General Fund related expenses:

- $184,000: Hazardous Waste, Landscape, Graffiti Removal, vehicle repairs/parts (Public Works)
- $35,500: Additional tree services (Public Works)
- $576,400: HVAC services, janitorial supplies, elevator maintenance (Public Works)
- $1,400,000: Plan Check related expenses – offset by increased revenue collection (Community Development)
- $497,000: Parks and Recreation additional part-time staff wages
- $443,000: Parks Maintenance Division – movement from Public Works
- $1,205,000: funding for Police salaries, special pays, health insurance and overtime across multiple divisions (see paragraphs above for details)
- $115,000: Police Community Service Officer program part-time wages
- $2,742,000: additional staffing and overtime in Fire Suppression and Prevention Divisions (see paragraphs above for details)

Budget amendments are a necessity, as any budget – no matter how well designed – cannot foresee all expenditures in a fiscal year. The required budget amendments outlined in Attachment E will align budgets with projected expenses, appropriate grant funding, increase salary and overtime appropriations in Police and Fire, etc.. None of the required budget amendments impact or change any underlying agreement or contract terms for any services provided. The General Fund expenditure projections outlined in the preceding paragraphs take into account the additional expenses that will be covered by the proposed budget amendments.

Approval of Civil Service Commission Approved Job Classifications
The Civil Service Commission recently approved new job classifications for the following positions:

- Cement and Concrete Worker (approved on 01/27/26)
- Geographic Information Systems (GIS) Technician I/ II/ III (approved on 01/27/26)
- Geographic Information Systems (GIS) Manager
- Geographic Information Systems (GIS) Intern (hourly)
- Public Safety Business Administrator I/ II/ III

- Public Safety Administrative Manager

Approval of the updated Salary Resolution No. 261-14 (Attachment C) and accompanying job classifications (Exhibits C1-C6) would allow recruitments to fill the new positions listed above. At this time, only approval of the job classifications and updated Salary Resolution is being requested. The FY 2026-27 budget process will present changes to the table of organization should these positions eventually be added.

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 record revenue and expenditures in a separate fund, Fund 610).

To that end, it is useful to present quarterly and annual results for both hotels and provide a comparison to financial results from prior fiscal years. The table below shows quarterly and annual expenditure and revenue results from FY 2022-23 to FY 2025-26 for each hotel -- comparing 2nd Quarter and full year results for those fiscal years:

	2nd Quarter FY 2022-23	FY 2022-23 Actuals	*2nd Quarter* FY 2023-24	FY 2023-24 Actuals	*2nd Quarter* FY 2024-25	FY 2024-25 Actuals
Hilton Garden Inn (Fund 620)						
REVENUE	3,237,703	6,655,126	3,486,912	6,703,555	3,390,896	6,785,858
EXPENDITURES	2,865,003	5,832,967	2,844,562	6,346,888	2,426,801	6,222,936
	372,700	**822,159**	**642,350**	**356,667**	**964,095**	**562,922**
Home2Suites (Fund 625)						
REVENUE	6,616,903	13,431,144	10,287,458	13,349,134	6,842,345	13,958,962
EXPENDITURES	3,735,449	9,306,494	7,111,639	13,958,019	3,939,682	15,936,442
	2,881,454	**4,124,650**	**3,175,819**	**(608,885)**	**2,902,663**	**(1,977,480)**

The Hilton Garden Inn performed well in FY 2024-25, showing a continued 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 months in 2020. The hotel's FY 2024-25 unaudited results show $6.786 million in revenue against $6.223 million in expenses, for a $562,922 surplus. Comparing second quarter results over the last four years shows continued strength and improvement in operations with a $1.094 million surplus for 2nd quarter FY 2025-26 (October – December 2025). Also, the Hilton Garden Inn increased its net position by $178,817: from $1.368 million as of June 30, 2024 to $1.547 million as of June 30, 2025.

The Home2Suites hotel performed well last fiscal year, showing strong revenue of $13.959 million. There is a $2.000 million transfer out (expense) in the Home2Suites Fund that represents a sweep of funds to the General Fund – as allowed by the bond indentures. This transfer increased General Fund revenue in FY 2024-25 by $2.000 million. Actual operating expenses for the Home2Suites – net of the transfer – were $13.936 million, $22,000 less than annual revenue (surplus). The 2nd quarter FY 2025-

26 surplus of $2.089 million continues a strong trend of solid occupancy translating into healthy revenue streams.

The continuing recovery 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 showed a 94% occupancy rate for Home2Suites and an 83% occupancy rate for the Hilton Garden Inn. Staff will continue monitoring the City's hotels and reporting their performance on a quarterly basis.

SUMMARY:

This 2nd Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first eight months of FY 2025-26 (July – February). This budget "check-in" is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance. The General Fund is projected to have a $260,301 surplus (revenue over expenditures) for FY 2025-26 ($92.512 million in revenue versus $92.251 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 during development of the FY 2026-27 budget. City Council is asked to receive and file this report and presentation, approve budget amendments outlined in Attachment E and update the Salary Resolution (Attachment C) by approving new job classifications.

ATTACHMENT(S)

1. ATTACHMENT A - General Fund Revenue Summary FY 2025_26 2nd Qtr
2. ATTACHMENT B - General Fund Expenditure Summary FY 2025_26 2nd Qtr
3. ATTACHMENT C - Compensation Plan Resolution 26-xx 03_11_2026
4. EXHIBITS C1 - C6 - New Classifications, 03_11_2026
5. ATTACHMENT D - Master Position Control FY 2025_26 UPDATED 03_11_2026
6. ATTACHMENT E - Budget Amendments 2nd Quarter

General Fund Revenue
FY 2025-26 Proposed Budget
2nd Quarter Budget Update, March 11, 2026

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	17,200,000	200,000	1,472,295
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	10,320,000	-180,000	865,562
SALES TAX TOTAL	***22,270,247***	***25,378,979***	***26,351,605***	***25,658,377***	***26,625,000***	***26,378,884***	***28,600,000***	***28,720,000***	***120,000***	***2,341,116***
PROPERTY TAX										
Secured	4,550,175	4,662,929	4,953,607	5,483,163	5,443,000	5,168,425	5,550,000	5,600,000	50,000	431,575
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	9,675,000	75,000	635,835
Other Property Tax	1,925,957	1,902,406	2,373,748	3,295,800	2,592,000	3,299,972	3,485,200	4,018,200	533,000	718,228
PROPERTY TAX TOTAL	***13,714,565***	***14,195,128***	***15,324,568***	***17,373,671***	***17,060,000***	***17,507,562***	***18,635,200***	***19,293,200***	***658,000***	***1,785,638***
OTHER TAXES	476,959	631,085	650,178	666,485	660,000	606,912	665,000	762,000	97,000	155,088
FRANCHISE TAXES	2,316,250	2,300,508	3,013,891	3,449,842	3,325,000	3,297,694	3,599,000	3,849,000	250,000	551,306
LICENSES AND PERMITS	6,105,526	8,239,936	9,509,874	7,897,407	7,548,000	11,855,265	9,435,000	12,026,000	2,591,000	170,735
FINES AND FORFEITURES	2,301,787	2,499,502	3,390,006	3,034,337	3,140,000	2,884,302	3,425,000	3,400,000	-25,000	515,698
INVESTMENT INCOME	77,455	16,846	520,594	723,374	520,000	620,105	530,000	851,000	321,000	230,895
INTERGOVERNMENTAL	1,096,273	6,311,327	4,630,077	4,902,930	15,000	1,117,151	65,000	92,000	27,000	-1,025,151
CHARGES FOR SERVICE	5,770,641	7,248,267	7,994,061	8,470,350	8,372,600	8,460,205	8,826,700	10,203,600	1,376,900	1,743,395
OTHER REVENUE	9,823,255	2,962,046	4,840,631	17,259,240	4,698,000	8,362,284	5,282,600	5,525,000	242,400	-2,837,284
TRANSFERS IN	3,570,002	3,637,348	20,608,439	6,666,044	4,700,000	5,629,175	5,383,600	7,790,000	2,406,400	2,160,825
TOTAL GENERAL FUND REVENUE	**67,522,960**	**73,420,972**	**96,833,924**	**96,102,057**	**76,663,600**	**86,719,539**	**84,447,100**	**92,511,800**	**8,064,700**	**5,792,261**

General Fund Expenditures
2nd Quarter Budget Update, March 11, 2026

ATTACHMENT B

	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	2nd Quarter Projected	Variance vs. Amended	Variance 1Q vs. 2Q
Administration / Elected	2,703,951	4,804,612	2,447,000	2,828,200	2,733,981	2,861,200	2,861,200	2,641,096	2,685,024	(176,176)	43,929
Community Development	2,370,062	2,725,754	3,126,335	3,467,700	5,472,363	4,809,800	5,194,306	5,009,396	5,963,741	769,435	954,345
Finance	2,676,890	2,657,374	3,006,824	2,967,200	3,193,180	3,158,600	3,158,600	3,097,189	3,169,175	10,575	71,986
Fire	15,325,501	18,158,612	20,103,813	18,226,100	21,999,963	19,367,900	19,845,863	21,643,506	23,255,310	3,409,447	1,611,804
Human Resources	2,172,884	2,796,197	2,262,931	1,453,700	1,564,102	1,534,900	1,583,060	1,358,122	1,496,744	(86,316)	138,621
Information Technology				1,229,800	1,236,574	1,231,200	1,236,339	1,555,185	1,627,130	390,791	71,944
Parks and Recreation	5,992,391	4,030,430	4,733,761	5,215,500	6,403,558	5,926,100	6,170,072	7,035,122	7,359,427	1,189,355	324,304
Police	18,928,868	20,423,375	24,990,216	21,527,200	26,867,593	25,199,400	25,268,477	25,753,517	26,439,059	1,170,582	685,541
Public Works	10,799,523	16,981,915	16,553,608	15,478,100	16,067,215	16,272,400	17,366,446	16,465,889	16,979,906	(386,540)	514,017
Non-Departmental	5,352,367	7,634,207	6,826,205	3,707,400	4,335,978	3,190,900	3,206,653	3,266,398	3,275,984	69,331	9,586
General Fund Total	**66,322,437**	**80,215,648**	**85,761,055**	**76,100,900**	**89,874,507**	**83,552,400**	**85,891,016**	**87,825,421**	**92,251,499**	**6,360,483**	**4,426,078**

RESOLUTION NO. 26-14

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
Cement and Concrete Worker	**25**	**$61,398**	**$76,678**
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
Geographic Information Systems (GIS) Technician I	**21**	**$55,624**	**$69,467**
Geographic Information Systems (GIS) Technician II	**28**	**$66,119**	**$82,574**
Geographic Information Systems (GIS) Technician III	**34**	**$76,678**	**$95,760**
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	**79**	**$232,940**	**$290,911**
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	**^**	**$337,367**	**$337,367**
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	**74**	**$205,885**	**$257,123**
Director of City Clerk Services	**74**	**$205,885**	**$257,123**
Director of Human Resources	**74**	**$205,885**	**$257,123**
Director of Planning & Community Development	**74**	**$205,885**	**$257,123**
Director of Public Works/City Engineer	**74**	**$205,885**	**$257,123**
Director of Recreation & Community Services	**74**	**$205,885**	**$257,123**
Director of Transportation	**74**	**$205,885**	**$257,123**
Dispatch Supervisor	34	$76,678	$95,760
Economic Development Manager	52	$119,592	$149,354
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	**78**	**$227,259**	**$283,815**
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
Geographic Information Systems (GIS) Manager	**46**	**$103,123**	**$128,787**
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	**78**	**$227,259**	**$283,815**
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 Administrative Manager	**50**	**$113,829**	**$142,157**
Public Safety Businesss Administrator I	**32**	**$72,983**	**$91,146**
Public Safety Businesss Administrator II	**38**	**$84,638**	**$105,702**
Public Safety Businesss Administrator III	**43**	**$95,760**	**$119,592**
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		**16.90**	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
Geographic Information Systems (GIS) Intern		**17.33**	**19.25**
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 11th day of March, 2026

_____
Georgina Tomayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-14 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 11th day of March, 2026 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
CEMENT AND CONCRETE WORKER

POSITION

Semi-skilled and/or skilled worker who assists the Public Works Superintendent and Public Works Street Maintenance Supervisor in all phases of cement and concrete work, including preparation, pouring, finishing concrete surfaces, and maintenance tasks to support the city's infrastructure projects.

DEFINITION

Positions in this class typically report to a higher-level supervisor. Employees are responsible for assisting in all phases of cement and concrete work, including laying out work, constructing forms for various structures, pouring and smoothing concrete to the desired grade and contour, mixing concrete, and performing some finishing work. Incumbents are expected to have knowledge of procedures, techniques, equipment, and safe work practices used in the trade. Duties include performing primarily rough and rotary finishing; works from simple plans, specifications, and grade sheets or oral instructions; and constructs uncomplicated forms, usually to existing grades. Employees of this class normally work independently on assignments.

Example of Duties:

- Assists in laying out work and constructing forms for structures such as curbs, gutters, culverts, slabs, steps, foundations, walls, driveways, and wheelchair ramps.
- Proportions, mixes, pours and places, screeds, tamps, and finishes concrete in the construction, alteration, and repair of sidewalks, curbs, driveway aprons, small bases and foundations, and similar work, does excavation and demolition in preparation for concrete work, patches holes and makes other simple repairs on concrete structures; sets metal posts and standards in concrete; places expansion joint materials; uses bonding agents, concrete curing compounds and calcium chloride, mineral colors, and other admixtures as instructed; may drive a truck as an incidental duty.

- Pours and smooths concrete to the desired grade and contour; performs some finishing work.
- Participates in excavating to grade and preparing soil for concrete pouring.
- Operates pneumatic pavement breakers and other equipment as needed.
- Mixes concrete according to specifications.
- Maintains materials and equipment in serviceable condition.
- Drives automotive equipment to and from work sites.
- May operate vehicles or equipment with a gross vehicle weight rating of 26,001 pounds or more.
- Performs other related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Methods, tools, and equipment used in municipal public works maintenance, repair, and construction work.
- Characteristics, operation, and maintenance of motorized public works equipment and vehicles.
- Safe work practices.

Ability to:

- Performs a wide variety of public works maintenance, repair, and construction assignments.
- Operate vehicles and motorized equipment.
- Use hand and power tools skillfully.
- Perform heavy physical labor requiring strength, dexterity, and agility.
- Understand and carry out oral and written directions.
- Work unusual shifts, weekends, evening, holidays, and on standby status when required.
- Read and write at the level required for successful job performance.
- Maintain good public relations with people contacted during work assignment.
- Establish and maintain cooperative working relationships.

REQUIREMENTS

Minimum Requirements:

Training and Experience:

- Two (2) years of experience in cement and concrete work.

License:

- A valid California Class C Driver License is required to perform job-related essential functions.
- Some positions may require a valid California Class A or Class B Driver License and/or special endorsements to operate assigned vehicles.

Physical Class:

- 4 – Arduous: Requires the ability to perform heavy physical labor in varying outdoor conditions, including lifting, bending, and standing for extended periods.

Other Requirements:

- Knowledge of safe work practices and procedures in cement and concrete work.
- Ability to operate hand and power tools safely and effectively.

Specialty Requirements:

- None specified but may be required based on project assignment.

City of Montebello
GEOGRAPHIC INFORMATION SYSTEMS (GIS) TECHNICIAN I/II/III

POSITION

The Geographic Information Systems (GIS) Technician series supports the City of Montebello's GIS program by collecting, maintaining, analyzing, and distributing geographic data to support decision-making and public service delivery across City departments.

Incumbents perform a range of GIS-related duties including data entry, spatial analysis, map production, and application support. Work involves the use of GIS software, databases, and cartographic techniques to create and maintain accurate and useful spatial data and maps for planning, engineering, public safety, and asset management.

Positions in this series are separated into three levels based on experience, technical knowledge, and independence of action.

Definition

Under supervision (GIS Technician I), general supervision (GIS Technician II), or direction (GIS Technician III), performs technical and analytical work in maintaining and supporting the City's GIS database and mapping systems; creates and edits GIS data layers; produces maps and analytical products; performs data validation and conversion; and provides technical support and training to City staff.

Assignments may include spatial data creation and maintenance, map production, field data collection, geocoding, and support for City GIS projects and applications.

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:
GIS TECHNICIAN I (Entry-Level)

Definition:
The entry-level classification in the series. Incumbents receive training and close supervision while learning GIS concepts, data maintenance, and mapping standards. Assignments are focused on data entry, map production, and basic spatial analysis.

Minimum Qualifications:

Education:

- Associate's degree from an accredited college or university in Geographic Information Systems (GIS), Geography, Environmental Science, Computer Science, Urban Planning, or a related field requiring at least 18 semester units of GIS coursework.

Experience:

- Option I: One (1) year of experience in GIS, data entry, drafting, and/or mapping.
- Option II: Completion of a recognized GIS Certificate Program from an accredited institution requiring at least 18 semester units of coursework.

License:

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

GIS TECHNICIAN II (Journey-Level)

Definition:

The journey-level classification in the series. Incumbents perform a full range of GIS assignments with minimal supervision, demonstrating competency in data management, cartography, and geospatial analysis.

Minimum Qualifications:

Education:

- Option I: Associate's degree from an accredited college or university in GIS, Geography, or a related field with coursework in spatial data management, mapping, or geospatial analysis
- Option II: Completion of a recognized GIS Certificate Program from an accredited institution requiring at least 18 semester units of coursework.

Experience:

- Option I: Two (2) years of full-time GIS experience performing data creation, editing, or analysis using GIS software.
- Option II: Two (2) years at the level of Montebello GIS Technician I.

License:

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

Desirable Certifications:

- Esri Technical Certification, GIS Professional (GISP), or equivalent.

GIS TECHNICIAN III (Advanced-Level)

Definition:
The advanced-level classification in the series. Incumbents function with high technical proficiency and independence in the maintenance, analysis, and administration of the City's GIS data, applications, and systems. This level may lead technical projects, coordinate citywide GIS efforts, or provide advanced spatial analysis and mapping support.

Minimum Qualifications:

Education:
- Option I: Associate's degree in GIS, Geography, Computer Science, or a related field. A Bachelor's degree is desirable.
- Option II: Completion of a recognized GIS Certificate Program from an accredited institution requiring at least 18 semester units of coursework.

Experience:
- Option I: Four (4) years of progressively responsible experience in GIS data management, analysis, and cartography.
- Option II: Two (2) years at the level of Montebello GIS Technician II.

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

Desirable Certifications:
- Esri Technical Certification, GIS Professional (GISP), or advanced GIS coursework.

Example of Duties (All Levels May Include):
- Create, edit, and update GIS spatial data layers including parcels, infrastructure, zoning, and service areas.
- Research and verify data accuracy using maps, engineering drawings, legal descriptions, permits, and other records.
- Prepare, design, and produce maps, graphics, and reports using cartographic principles.
- Maintain and update GIS databases, metadata, and documentation.
- Perform spatial analyses, geocoding, and basic modeling tasks.
- Convert and integrate data between GIS and other systems (e.g., CAD, spreadsheets, asset management systems).
- Operate GIS-specific equipment such as large-format plotters and scanners.
- Provide GIS technical assistance, training, and support to City staff.
- Conduct field data collection using GPS-enabled devices.
- Support the development and maintenance of web-based GIS applications and dashboards.
- Perform quality control checks and ensure data integrity and compliance with City and industry standards.

EMPLOYMENT STANDARDS

Knowledge of:

- Geographic Information Systems principles, methods, and tools.
- Cartographic design and spatial data management.
- Coordinate systems, projections, and data conversion methods.
- Spatial analysis techniques and data visualization tools.
- Database management concepts and relational data structures.
- Use of Esri ArcGIS Pro, ArcGIS Online, and related GIS platforms.
- Standard office software (Microsoft Office Suite, Adobe, etc.).

Ability to:

- Collect, compile, and analyze geospatial data.
- Create, edit, and maintain GIS datasets and maps with accuracy.
- Interpret engineering drawings, maps, and technical documents.
- Prepare clear and visually accurate maps, graphics, and analytical reports.
- Perform data quality control and apply spatial analysis techniques.
- Communicate effectively with technical and non-technical users.
- Prioritize tasks and manage multiple projects simultaneously.
- Work independently and collaboratively with staff and the public.

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 or weekends to meet project deadlines.
- Requires ability to sit for extended periods and perform computer-based mapping.
- Occasional lifting up to 25 pounds and field verification work may be required.

City of Montebello
Geographic Information Systems (GIS) Manager

POSITION

The Geographic Information Systems (GIS) Manager plans, organizes, and manages the City's enterprise GIS program, providing leadership and coordination for mapping, spatial analysis, data management, and application development. This position is responsible for the strategic direction, technical oversight, and day-to-day operations of GIS activities across all City departments.

The GIS Manager supervises professional and technical staff, manages system and database architecture, coordinates interdepartmental projects, and ensures compliance with industry standards for spatial data integrity, accessibility, and security.

DEFINITION

Under administrative direction, manages and administers the City's GIS Division, including staff supervision, system design, data development, and enterprise GIS implementation. Plans, develops, and executes citywide GIS strategies to enhance service delivery, information access, and decision-making.

Assignments include, but are not limited to, managing the GIS budget, overseeing data integration across systems, developing web-based applications, ensuring database integrity, and collaborating with departments to implement technology solutions that support planning, infrastructure, and public safety.

EXAMPLE OF DUTIES

Duties may include, but are not limited to:

- Plan, organize, and manage the City's GIS Division, including data development, maintenance, and analysis.
- Supervise, train, and evaluate assigned GIS staff and coordinate activities with other City departments.
- Develop and implement GIS policies, standards, and procedures to ensure data accuracy, quality control, and consistency.
- Manage enterprise GIS architecture, including servers, databases, web applications, and mobile GIS solutions.
- Coordinate with IT to ensure secure, reliable, and scalable GIS infrastructure and integrations.
- Oversee GIS data collection, mapping, and analysis for citywide projects in planning, engineering, public safety, and administration.

- Prepare and manage the GIS budget, monitor expenditures, and forecast resource and equipment needs.
- Evaluate and implement emerging GIS technologies and software tools to improve service efficiency.
- Manage and administer vendor and consultant contracts for GIS projects and data services.
- Lead interdepartmental GIS initiatives to promote data sharing and operational collaboration.
- Oversee the preparation of maps, reports, dashboards, and visual products for City management and the public.
- Ensure compliance with applicable laws, data security standards, and City information policies.
- Represent the City's GIS program in regional and interagency working groups.
- Perform other related 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:

Education:
- Bachelor's degree from an accredited college or university in Geographic Information Systems (GIS), Geography, Computer Science, Information Systems, Engineering, or a related field.
- A Master's degree is desirable.

Experience:
- Five (5) years of progressively responsible GIS experience, including at least two (2) years of supervisory or lead-level experience in GIS program management, system administration, or enterprise GIS development.

License:
- Possession of a valid California Class C Driver's License.

EMPLOYMENT STANDARDS
Knowledge of:
- Principles and practices of GIS management, spatial analysis, and cartographic design.
- Enterprise GIS architecture, database administration, and system integration.
- ESRI software suite (ArcGIS Pro, ArcGIS Enterprise, ArcGIS Online) and related applications.
- Data governance, metadata, and version control standards.
- Principles of project management, budgeting, and procurement.

- Supervisory practices, staff development, and performance management.
- Municipal operations and data needs in planning, public safety, public works, and utilities.
- Techniques for coordinating cross-departmental technical projects.

Ability to:
- Plan, organize, and manage a comprehensive GIS program.
- Supervise, mentor, and evaluate technical and professional staff.
- Design and maintain enterprise GIS databases, servers, and web applications.
- Analyze technical requirements and recommend appropriate software and hardware solutions.
- Communicate effectively with technical and non-technical audiences.
- Manage multiple projects and priorities with minimal direction.
- Prepare and present complex reports, maps, and visual materials.
- Develop and manage budgets and contracts.
- Establish and maintain effective working relationships with City staff, vendors, and external partners.

SPECIAL REQUIREMENTS
- Possession of a valid California Class C Driver's License.
- May be required to work evenings or weekends to support City operations or emergency response.

PHYSICAL REQUIREMENTS / WORKING CONDITIONS
- Work is performed primarily in an office environment with occasional field assignments.
- Requires prolonged sitting, keyboarding, and use of computers and mapping equipment.
- May occasionally lift up to 25 pounds.
- May be required to attend off-site meetings or events.

City of Montebello
GEOGRAPHIC INFORMATION SYSTEMS (GIS) Intern (Hourly)

POSITION

The Geographic Information Systems (GIS) Intern supports the City of Montebello's GIS program by assisting with the development, maintenance, and analysis of spatial data used across City departments. This entry-level, temporary classification is designed to provide students or recent graduates with practical, hands-on experience in GIS applications, data management, and cartographic production in a local government environment.

The GIS Intern will perform data collection, spatial analysis, and map production under direct supervision, while learning City workflows and gaining exposure to municipal operations such as planning, public safety, public works, and administrative services.

Definition

Under direct supervision, performs technical and administrative support duties related to GIS database maintenance, mapping, and spatial analysis. Assignments may include assisting in the creation, editing, and management of GIS layers and maps; performing field data collection; conducting data verification; and providing general GIS assistance to City staff.

Work is performed with close supervision and guidance from higher-level technical staff. The position is part-time, non-benefited, and intended for temporary internship experience.

Example of Duties

Duties may include, but are not limited to:

- Create, edit, and maintain GIS data layers under supervision.
- Assist in producing maps, charts, and other cartographic products for City departments.
- Conduct fieldwork to collect or verify geographic and asset data using GPS-enabled devices.
- Research and validate spatial and tabular data from a variety of sources, including engineering drawings, legal descriptions, and public records.
- Assist in the preparation and updating of geodatabases, metadata, and map templates.

- Perform basic spatial analyses and data queries using GIS software.
- Assist in scanning, digitizing, and geo-referencing maps and plans.
- Provide general GIS support to City staff and assist in responding to map or data requests.
- Support the development and maintenance of GIS web applications and dashboards.
- Perform other related duties as assigned.

Minimum Qualifications

Education:

- Current enrollment in or completion of an Associate's or Bachelor's degree program in Geographic Information Systems (GIS), Geography, Urban Planning, Computer Science, or a related field.
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Experience:

- Option I: No prior GIS experience required; completion of coursework in GIS fundamentals or cartography preferred.
- Option II: Completion of a recognized GIS Certificate Program or internship providing exposure to spatial data and mapping systems.

License:

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

Employment Standards

Knowledge of:

- Basic principles and practices of GIS, mapping, and spatial data management.
- Cartography, map layout, and design standards.
- Data entry, editing, and conversion methods.
- GIS software and tools such as Esri ArcGIS Pro, ArcGIS Online, or QGIS.
- Microsoft Office Suite (Word, Excel, PowerPoint) and basic data management.

Ability to:

- Collect, compile, and organize spatial data accurately.
- Produce clear and visually accurate maps and graphics.
- Follow detailed written and verbal instructions.
- Work cooperatively and effectively as part of a team.
- Communicate clearly, both orally and in writing.
- Manage multiple assignments while maintaining attention to detail.
- Learn and apply new GIS tools, software, and concepts.

Special Requirements

- Ability to work approximately 10–20 hours per week with flexible scheduling during City Hall business hours.
- Regular and reliable attendance is an essential function of this classification.
- May require occasional fieldwork and use of GPS equipment.

Physical Requirements / Working Conditions

- Work is typically performed in an office setting with occasional field assignments.
- Requires prolonged sitting, data entry, and operation of computers and plotters.
- Occasional lifting up to 25 pounds may be required.
- May involve exposure to outdoor environments during field data collection.

City of Montebello
Public Safety Business Administrator I/II/III

POSITION

The Public Safety Business Administrator series provides professional administrative and operational support to the City's Police Department and or Fire Department. Incumbents perform a wide variety of administrative, budgetary, contract, procurement, and program coordination duties. Responsibilities include supporting management in planning and administering departmental programs, maintaining fiscal and operational records, coordinating training and projects, and assisting with grants, purchasing, and compliance activities. Positions in this series are distinguished by level of experience, independence, and responsibility.

Definition

Under supervision (Public Safety Business Administrator I), general supervision (Public Safety Business Administrator II), or direction (Public Safety Business Administrator III), performs a variety of professional, administrative, technical, and fiscal duties in support of Fire or Police Department operations, including but not limited to:

- Departmental purchasing and contract administration
- Budget preparation and monitoring
- Grant coordination and reporting
- Payroll and personnel documentation
- Recordkeeping, scheduling, and program coordination
- Community, safety, or training program support
- Project management

Assignments may include coordination of special projects, development of reports, data collection, and administrative support for executive or command-level staff.

DISTINGUISHING CHARACTERISTICS

- Public Safety Business Administrator I is the entry-level classification. Incumbents perform routine administrative duties while learning departmental systems and procedures.
- Public Safety Business Administrator II is the journey-level classification, responsible for the full range of administrative, purchasing, and program coordination activities with minimal supervision.

- Public Safety Business Administrator III is the advanced-level classification, performing the most complex assignments, including departmentwide coordination, technical reporting, and lead responsibilities for administrative projects or lower-level staff.

EXAMPLE OF DUTIES

Duties may include, but are not limited to:

- Assist in preparing and monitoring departmental budgets, contracts, and purchase orders.
- Process invoices, requisitions, and procurement documentation in compliance with City purchasing policies.
- Maintain payroll, personnel, and training records; compile and submit required reports.
- Assist in preparing and maintaining grant records, reimbursement requests, and compliance documentation.
- Collect, analyze, and summarize data for administrative, operational, or fiscal reports.
- Prepare correspondence, staff reports, and materials for committees, City Council, or department management.
- Coordinate and schedule meetings, training sessions, and community or safety events.
- Maintain departmental files, records, and databases.
- Provide administrative support to management or command-level staff, including scheduling and communication.
- Serve as liaison with other City departments on matters related to finance, human resources, and procurement.
- Assist in implementing and maintaining departmental policies and procedures.
- Perform other related 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 Business Administrator I

Education:

- Associate's degree from an accredited college or university with coursework in business administration, public administration, criminal justice, fire science, or a related field.

Experience:

- Option I: Two (2) years of administrative or fiscal support experience, preferably in a public safety or municipal environment.
- Option II: Two (2) years of general office experience, including purchasing, payroll, or records management.

License:

- Possession of a valid California Class C Driver's License.

Public Safety Business Administrator II

Education:

- Associate's degree from an accredited college or university in business administration, public administration, or a related field. A Bachelor's degree is desirable.

Experience:

- Option I: Four (4) years of administrative or technical experience in public safety, municipal operations, or a related field.
- Option II: Two (2) years at the level of Montebello Public Safety Business Administrator I.

License:

- Possession of a valid California Class C Driver's License.

Public Safety Business Administrator III

Education:

- Associate's degree from an accredited college or university in business administration, public administration, or a related field. A Bachelor's degree is highly desirable.

Experience:

- Option I: Five (5) years of progressively responsible administrative, fiscal, or program coordination experience in a municipal, fire, or law enforcement environment.
- Option II: Two (2) years at the level of Montebello Public Safety Business Administrator II.

License:

- Possession of a valid California Class C Driver's License.

EMPLOYMENT STANDARDS

Knowledge of:

- Administrative principles and practices related to budgeting, purchasing, payroll, and records management.
- Modern office methods, procedures, and computer applications, including word processing, spreadsheets, and databases.
- Basic governmental accounting and fiscal reporting procedures.
- Principles of public safety administration and City organizational structure.
- Applicable laws, codes, and regulations related to departmental functions.
- Effective written and verbal communication techniques.

Ability to:

- Perform a wide variety of administrative and technical duties accurately and independently.
- Prepare, review, and process financial and contractual documents.
- Interpret and apply departmental policies, procedures, and administrative guidelines.
- Communicate effectively, both orally and in writing.
- Plan, organize, and prioritize multiple assignments.
- Maintain confidentiality and exercise sound judgment.
- Establish and maintain cooperative working relationships with City staff and the public.

SPECIAL REQUIREMENTS

- Possession of a valid California Class C Driver's License.
- May be required to work evenings, weekends, or during emergency events to support department operations.
- Regular and reliable attendance is an essential function of this classification.

PHYSICAL REQUIREMENTS / WORKING CONDITIONS

- Work is typically performed in an office environment with standard equipment.
- May occasionally be required to lift up to 25 pounds.
- May require limited fieldwork for event coordination or administrative support at emergency operations centers.

City of Montebello
Public Safety Administrative Manager

POSITION

The Public Safety Administrative Manager performs professional, managerial, and supervisory work related to administrative, fiscal, and operational functions of the City's Fire Department or Police Department. This position is responsible for the direction and oversight of administrative support staff, departmental budgets, purchasing, contracts, grants, and assigned programs.

The classification serves as a civilian manager responsible for coordinating business operations and administrative services within a public safety department, ensuring compliance with City policies, funding requirements, and regulatory standards. Work involves a high degree of independent judgment, initiative, and collaboration with department management, other City divisions, and external agencies.

DEFINITION

Under general direction, plans, organizes, and manages administrative, fiscal, and support functions for assigned public safety departments; performs complex administrative and analytical duties related to budgeting, procurement, personnel, grants, and program operations; supervises assigned staff; and provides high-level assistance to command and management personnel in planning and implementing departmental initiatives.

EXAMPLE OF DUTIES

Duties may include, but are not limited to:

- Plan, organize, and oversee administrative operations for the Fire or Police Department.
- Manage and coordinate the preparation, monitoring, and control of departmental budgets and expenditures.
- Supervise, train, and evaluate assigned administrative and technical staff.
- Prepare, review, and process contracts, purchase orders, invoices, and agreements.
- Develop and implement administrative policies, procedures, and systems to improve departmental efficiency.
- Coordinate and monitor grant programs, ensuring compliance with funding requirements and reporting deadlines.
- Conduct complex studies and prepare reports on financial, operational, and organizational matters.

- Serve as departmental liaison with Finance, Human Resources, Information Technology, and other City divisions.
- Assist management with strategic planning, staffing analysis, and resource allocation.
- Oversee payroll, personnel transactions, and related administrative documentation.
- Prepare or review agenda items, staff reports, and presentations for the City Council or committees.
- Participate in emergency management activities, including EOC coordination, as assigned.
- Represent the department at meetings, committees, and interagency functions.
- Perform other related 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:

Education:
- Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Finance, Criminal Justice, Fire Science, or a related field.
- A Master's degree in a related discipline is desirable.

Experience:
- Five (5) years of progressively responsible administrative, fiscal, or management experience, including at least two (2) years in a supervisory or lead capacity.
- Experience in a public safety, municipal, or governmental environment is highly desirable.

License:
- Possession of a valid California Class C Driver's License.

EMPLOYMENT STANDARDS

Knowledge of:
- Principles and practices of public administration, budgeting, finance, and human resources.
- Governmental accounting systems and purchasing procedures.
- Applicable laws, regulations, and standards governing public safety administration.
- Contract management, grant administration, and compliance monitoring.
- Principles of effective supervision, leadership, and performance management.
- Research methods, report writing, and policy development techniques.

- Modern office technology, including financial and enterprise systems, spreadsheets, and presentation software.

Ability to:

- Plan, organize, and manage complex administrative operations and staff.
- Prepare and analyze financial reports, budgets, and contracts.
- Interpret and apply municipal policies, procedures, and regulations.
- Communicate clearly and effectively, both orally and in writing.
- Establish and maintain cooperative relationships with staff, management, and outside agencies.
- Exercise sound judgment and maintain confidentiality in handling sensitive information.
- Work independently and make effective decisions under pressure.

SPECIAL REQUIREMENTS

- Possession of a valid California Class C Driver's License.
- May be required to work evenings, weekends, or during emergencies to support departmental operations.

PHYSICAL REQUIREMENTS / WORKING CONDITIONS

- Work is typically performed in an office setting with standard equipment.
- Requires sitting for extended periods and repetitive motion with computers and office devices.
- Occasional lifting up to 25 pounds.
- May require field presence at an Emergency Operations Center, training sites, or other City facilities.

City of Montebello

Fiscal Year 2025-26 Budget

Master Position Control, by Department

UPDATED MARCH 11, 2026 (2nd Quarter Budget)

	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
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
	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 or 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
Firefigher - 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
Senior Management Analyst	2.0	2.0	3.0	3.0	3.0	3.0	0.0
Public Saftey Radio Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Safetry Radio Technician III*	**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**~~	~~**0.0**~~	~~**-2.0**~~
Community Case Manager III*	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**2.0**	**2.0**
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**

**Position classifications were updated through the Civil Service Commission. "Community Case Manager I/II/III" series replaces "Field Response Case Coordinator;" "Public Safety Radio Technician I/II/III" is now a series*

City of Montebello

Fiscal Year 2025-26 Budget

Master Position Control, by Department

UPDATED MARCH 11, 2026 (2nd Quarter Budget)

	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
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
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 MARCH 11, 2026 (2nd Quarter Budget)

	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
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
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
	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 MARCH 11, 2026 (2nd Quarter Budget)

	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**	**15.0**	**2.0**
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**	**244.0**	**1.0**
Total Full-Time Employees	**500.0**	**547.0**	**582.0**	**612.0**	**616.0**	**608.0**	**-8.0**
Total Full-Time Employees Net Elected	**493.0**	**540.0**	**575.0**	**605.0**	**609.0**	**601.0**	**-8.0**

	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	244.0	1.0
	493.0	**540.0**	**575.0**	**605.0**	**609.0**	**601.0**	**-8.0**

Budget Amendments - City Council Approved
2nd Quarter Budget Update
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ATTACHMENT E

Account #	Account Description	Amount	Description / Notes
205-99-7000.10	Transfer Out to - General Fund	1,250,000	PERS related reimbursement to General Fund
223-99-7116	Improvements Other than Building	2,000	CIP related expenses
230-99-6000.40	Supplies - Durable	50,000	Police K-9 related equipment
252-50-500-6040.60	Building Maintenance/Repairs	11,000	Henry Acuna mural wrap (refresh)
262-85-863-6040.10	Outside Contracts	455,346	Remaining grant awrard amount to be budgeted
265-30-331-5000.10	Regular Salaries	6,000	Staff charging time to High Speed Rail Project
265-80-866-6040.10	Outside Contracts	94,000	State Homeland Security Program (SHSP) grant (Police)
265-85-866-6040.10	Outside Contracts	450,000	State Homeland Security Program (SHSP) grant (Fire)
265-99-4198.18	SHSP Revenue	96,600	SHSP Grant revenue recognition (Police)
265-99-4198.18	SHSP Revenue	450,000	SHSP Grant revenue recognition (Fire)
299-20-299-6040.10	Outside Contracts	50,000	Additional Humanitarian Assistance related expenses
310-99-4999.85	Transfer In - from Hotel Enterprise Funds	2,500,000	Reimbursement for Golf Course renovation project
410-99-7015	Bond Principal	1,630,000	Lease Revenue Bond 2022B; adopted budget in wrong account
410-99-7025	Interest Expense	3,423,300	Lease Revenue Bond 2022B; adopted budget in wrong account
610-66-6040.10	Other Contract Services	11,700	Freeway sign regular maintenance, YESCO Agreement
610-66-6040.20	Landscaping Services	45,000	Share of citywide landscaping agreement (Quiet Cannon area)
610-66-6040.60	Building Maintenance/Repairs	1,000	Quiet Cannon water leak service call
610-66-6040.70	Rental - Building and Equipment	7,200	Event hosting expenses (City events)
610-66-6050.10	Utilities - Electricity Usag	45,000	Budget for utility expenses
610-99-6050.20	Utilities - Water Usage	150,000	Increase water usage vs. budgeted/forecasted amount
610-66-6050.50	Utilities - Gas Usage	2,000	Budget for utility expenses
610-99-7050	Miscellaneous Expense	250,000	Annual Food and Beverage Payment to Maverick Hospitality
625-99-7000.86	Transfer Out - to Golf Course Reno Project	2,500,000	Transfer of excess funds to Golf Course capital project
700-99-6032.10	Insurance - Workers Compensation	80,000	Workers Compensation insurance premiums higher than forecast
700-99-200-6035.20	Incurred Claims - Liability	150,000	Liability related legal expenses for various employee liability cases
700-99-500-6035.10	Incurred Claims - Liability	16,000	Workers Compensation claims payouts
700-99-510-6035.21	Incurred Claims - Liability	125,000	Liability claim settlement payment
100-20-200-5200.15	Special Pay - Longevity-Incentive	53,000	Additional education/bi-lingual/special pays vs. budget
100-20-200-5300.20	PERS Employer Costs	20,000	Additional PERS expenses (employer and employee pick-up)
100-21-420-5000.10	Salaries - Regular Salaries	100,000	Additional full-time staff vs. budget
100-21-420-6010.40	Computer Software	290,000	Tyler Technology, IVA, other annual software licenses
100-21-420-6010.50	Computer Hardware	25,000	PO for laptops, etc.

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ATTACHMENT E

Account #	Account Description	Amount	Description / Notes
100-25-250-6020	Travel and Meetings	50,000	Citywide holiday event - room rental
100-30-300-6000.10	Supplies-Office Supplies	4,500	Office Depot & Amazon & P-card transactions
100-30-300-6020	Travel & Meetings	3,000	Conferences & Trainings
100-30-310-6040.10	Contract Services-Outside Contracts	60,500	Ocean Blue, Landscape Structures
100-30-310-6040.25	Contract Services - Graffiti Removal Services	33,000	Nationwide Environmental Services
100-30-310-6080.30	Vehicle Maintenance/Expenses-Vehicle Repair & Services	81,000	Chevrolet of Montebello, Ford of Montebello, Coastline Equipment
100-30-310-6080.60	Vehicle Maintenance/Expenses-Vehicle Parts/Equipments	10,300	Parts Authority
100-30-320-6040.15	Contract Services - Tree Trimming	34,500	West Coast Arborist
100-30-510-6000.30	Supplies-Janitorial	33,500	Waxie, Clean Sweep
100-30-510-6040.10	Contract Services-Outside Contracts	146,500	A.O. Reed, Mr. Rooter, Ocean Blue
100-30-510-6040.60	Contract Services-Building Maintenance/Repairs	337,500	A.O. Reed, Amtech Elevators, Collicut, Ion Security
100-30-510-6040.70	Contract Services-Rental- Building & Equipment	49,000	PDQ Rentals, United Rentals
100-30-510-6050.20	Utility Services-Water Usage	200	Montebello Land & Water
100-30-510-6080.30	Vehicle Maintenance/Expenses-Vehicle Repair & Services	3,000	A&A Fleet
100-30-510-6080.60	Vehicle Maintenance/Expenses-Vehicle Parts/Equipments	6,700	National Auto Fleet
100-40-400-5200.10	Education / Cert Incentive	30,000	Education incentive pay
100-50-530-5000.10	Regular Salaries	62,000	Additional full-time salaries
100-50-540-6040.95	Other Professional Services	1,400,000	Additional plan check related expenses; offset by higher revenue collection
100-70-700-5000.10	Regular Salaries	80,000	Additional Staff (Management Analyst) hired after budget adoption
100-70-700-5000.30	Salaries - Limited Hourly	53,000	Additional part-time employees for events / minimum wage increase
100-70-710-5000.10	Regular Salaries	150,000	Additiional full-time staff hired vs. budgeted amount
100-70-710-5000.20	Salaries - Regular Hourly	40,000	Additional part-time employees for events / minimum wage increase
100-70-710-5000.30	Salaries - Limited Hourly	270,000	Additional part-time employees for events / minimum wage increase
100-70-710-5100.10	FICA/Medicare	37,000	Additional part-time employees for events / minimum wage increase
100-70-720-5000.10	Regular Salaries	100,000	Moved Park Maintenace from Public Works Department
100-70-720-5000.20	Salaries - Regular Hourly	125,000	Moved Park Maintenace from Public Works Department
100-70-720-5000.30	Salaries - Limted Hourly	61,000	Moved Park Maintenace from Public Works Department
100-70-720-5010.10	Overtime Full-Time	6,000	Moved Park Maintenace from Public Works Department
100-70-720-5100.10	FICA/Medicare	26,000	Moved Park Maintenace from Public Works Department

Budget Amendments - City Council Approved
2nd Quarter Budget Update
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ATTACHMENT E

Account #	Account Description	Amount	Description / Notes
100-70-720-5100.40	Health Insurance	96,000	Moved Park Maintenace from Public Works Department
100-70-720-5300.20	PERS Employer Costs	29,000	Moved Park Maintenace from Public Works Department
100-80-800-7035	Lease Payment	117,600	Annual lease payment (7 Police Interceptors) - 4th of 5 total
100-80-805-5000.10	Regular Salaries	625,000	Projected salaries higher than budget -- lower vacancies/MOU impacts
100-80-805-5000.30	Salaries - Limited Hourly	115,000	Part-time Police Community Service Officers (Park Bureau)
100-80-805-5300.20	PERS Employer Costs	227,000	MOU increases impact PERS expenses (percentage of regular salaries)
100-80-805-6036	Settlements	68,000	Settlement payment
100-80-815-5000.10	Regular Salaries	70,000	Additional Staff (Management Analyst) hired after budget adoption
100-80-815-6000.40	Supplies - Durable	39,000	Department required durable supplies
100-80-820-5010.10	Overtime Full-time	100,000	Additional ovetime budget needed vs. actuals
100-80-825-5000.10	Regular Salaries	100,000	Recrods Division now fully staffed, align budget with acutals
100-80-825-5200.10	Education/Cert Incentive	14,000	Additional staff/fully staffed
100-80-825-5300.20	PERS Employer Costs	16,000	Fully staffed / higher wages (MOU)
100-80-830-5300.20	PERS Employer Costs	40,000	MOU implementation / higher wages (PERS as percentage of salaries)
100-80-830-5010.10	Overtime Full-Time	13,000	MOU implementation / higher wages
100-85-860-5000.10	Regular Salaries	600,000	MOU increases; fully staffed
100-85-860-5010.10	Overtime Full-Time	850,000	MOU increases to salary
100-85-860-5200.10	Educ/Cert Incentive Pay	360,000	MOU increases to salary
100-85-860-5200.25	Shift/Lead Incentive Pay	500,000	MOU increases to salary
100-85-860-5200.55	Voluntary Leave Payout	132,000	MOU increases to salary
100-85-860-5300.20	PERS Employer Costs	300,000	MOU increases to salary
100-85-860-6080.30		100,000	Repairs to front-line Fire Truck
100-85-870-5000.10	Regular Salaries	93,000	Fire Prevention fully staffed; adjust budget to match staffing levels

ITEM # 7

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 AMENDMENTS TO AGREEMENTS WITH HERRERA'S COATING RESTORATION, TOILET PARTITION EXPERTS, WOLVERINE FENCE COMPANY, AND PMC PLUMBING AND APPROVE EXECUTION OF PROFESSIONAL SERVICES AGREEMENT NO. 4478 WITH STARBOARD TACK SUPPLY (DBA ASTRO PLUMBING) FOR THE CITYWIDE PARK RESTROOM RESTORATION PROJECT**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Find that it would be impractical, useless, or uneconomical in this project to follow normal bidding procedures, and that the welfare of the public would be promoted by dispensing said procedures, as permitted by Montebello Municipal Code Chapter 3.21.025(C); and
2. By a four-fifth vote of the City Council, authorize an exception to the formal request for proposal (RFP) procedure, in accordance with Montebello Municipal Code Chapter 3.21.025(C) and execute Professional Services Agreement No. 4478 with Starboard Tack Supply (dba Astro Plumbing) for the citywide park restroom restoration project; and
3. Execute amendments to the agreements with Toilet Partition Experts, Wolverine Fence, and PMC Plumbing to provide services for the citywide park restroom restoration project; and
4. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $411,000 in Account No. 100-30-510-7115 (General Fund, Public Works, Government Building Maintenance, Building Improvements); and
5. Authorize the City Manager to execute all related agreements and amendments in good faith; and

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

FISCAL IMPACT:

Staff recommend approving amendments to the agreements with Toilet Partition Experts, Wolverine Fence Company, and PMC Plumbing, and approving Professional Services Agreement No. 4478 with Starboard Tack Supply (dba Astro Plumbing), pursuant to the exception to the formal procurement process authorized under Montebello Municipal Code Section 3.21.025(C), subject to a four-fifths (4/5) vote of the City Council.

The total estimated cost for the refurbishment and restoration of eight (8) City Park restrooms is $498,265. A contingency of eleven percent (11%) has been included to address unforeseen conditions, bringing the total not-to-exceed project cost to $555,000. The table below lists the various contracts that will be used for this project, as well as the amount by which each contracted will be amended, increasing the not-to-exceed amount to include funding (plus contingency) for restroom restoration.

Vendor	Agreement No.	Original Agreement Amount	Restroom Restoration Amount	Restroom Restoration Amount (contingency included)	New Amount
Herrera's Restoration Coating	4421	$75,000	$227,854	$250,000	$325,000
Toilet Partition Experts	4462	$49,999	$81,366	$90,000	$139,999
Wolverine Fence Company	3910	$45,000	$15,000	$20,000	$65,000
PMC Plumbing	3869	$45,000	$15,000	$20,000	$65,000
Starboard Tack Supply bda Astro Plumbing	NEW	$45,000*	$159,045	$175,000	$220,000
		$259,999	**$498,265**	**$555,000**	

*PO opened for supplies only and did not require agreement

At the beginning of Fiscal Year 2025–26, $200,000 was budgeted in Account No. 100-30-510-7115 (General Fund – Public Works – Government Building Maintenance – Building Improvements) for citywide park restroom restoration. During the fiscal year, expenditures related to the demolition of the Grant Rea East restrooms reduced the available balance to $144,048. After applying the remaining available balance, staff requests that the Fiscal Year 2025–26 adopted budget be amended to increase

appropriations in Account No. 100-30-510-7115 by $411,000 to fully fund the project in the total amount of $555,000.

BACKGROUND/DISCUSSION:

On June 25, 2025, the City Council adopted the Fiscal Year 2025–26 Operating and Capital Budget. As part of its budget deliberations, 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 ongoing maintenance.

To support this effort, the City Council allocated dedicated funding in the Fiscal Year 2025–26 budget to ensure the timely planning, design, and implementation of restroom restoration projects across multiple park sites. This initiative reflects the City's commitment to improving public amenities, promoting cleanliness, protecting public health, and enhancing the overall user experience at park facilities.

Over time, misuse, vandalism, deterioration, and general wear have significantly impacted the condition of several park restrooms, creating an urgent need for coordinated restoration and refurbishment. In response, staff contacted qualified vendors with demonstrated expertise in park restroom rehabilitation and restoration services.

The following vendors were identified based on their specialized expertise, prior experience with the City of Montebello or neighboring agencies, and ability to respond promptly to the City's needs:

- Herrera's Coating Restoration – Epoxy flooring and protective coatings
- Starboard Tack Supply (dba Astro Plumbing) – Penal code-compliant restroom fixtures and furnishings
- Toilet Partition Experts – Restroom partition systems
- Wolverine Fence Company – Repair and replacement of damaged metal mesh venting
- PMC Plumbing – Removal and reinstallation of reusable plumbing fixtures and related components

Each of these vendors has previously delivered quality workmanship and timely service.

To conform with the City's procurement requirements, staff is utilizing the exception authorized under Montebello Municipal Code Section 3.21.025(C), which permits the City Council, by a four-fifths (4/5) vote, to dispense with formal bidding procedures upon a finding that it would be impractical, useless, or uneconomical to follow such procedures and that the welfare of the public would be promoted by doing so. Given the specialized nature of the work, the urgent need to restore restroom functionality, and the advantage of utilizing vendors already familiar with the City's facilities, staff find that this exception is appropriate in this instance.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council identified the restoration of public restrooms in City parks as a priority during adoption of the Fiscal Year 2025–26 Operating and Capital Budget and directed staff to evaluate conditions and develop a plan for rehabilitation. Several park restrooms have experienced deterioration, vandalism, and misuse, creating an urgent need for coordinated restoration to ensure safe, functional, and sanitary facilities for the public.

The recommended actions include amendments to existing agreements with Herrera's Restoration, Toilet Partition Experts, Wolverine Fence Company, and PMC Plumbing, and the execution of a Professional Services Agreement with Starboard Tack Supply (dba Astro Plumbing).

Pursuant to Montebello Municipal Code Section 3.21.025(C), staff recommend that the City Council, by a four-fifths (4/5) vote, find that it would be impractical, useless, or uneconomical to follow formal bidding procedures and that the welfare of the public would be promoted by dispensing with such procedures.

The total project cost for restoration of eight (8) City park restrooms is $555,000, inclusive of an 11% contingency. After applying the remaining available budget in Account No. 100-30-510-7115, staff recommends amending the Fiscal Year 2025–26 adopted budget to increase appropriations by $411,000 to fully fund the project. Furthermore, it is recommended that the City Council authorize the City Manager to execute the agreement and corresponding amendments on the City's behalf.

ATTACHMENT(S)

1. Attachment A - Agreement No. 4478 - Astro Plumbing
2. Attachment B - Amendment No. 1 to Agr 4421 - Herrera's Coating Restoration
3. Attachment C - Amendment No. 1 to Agr 4462 - Toilet Partition Experts
4. Attachment D - Amendment No. 3 to Agr 3910 - Wolverine Fence
5. Attachment E - Amendment No 3 to Agr 3869 - PMC Plumbing
6. Attachment F - Park Restroom Remodel Cost Sheet 2026

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4478
WITH STARBOARD TACK SUPPLY INC. DBA ASTRO'S PLUMBING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 11, 2026 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and STARBOARD TACK SUPPLY, INC. dba ASTRO'S PLUMBING (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 professional contractor to provide refurbishment of public restroom 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

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 **Two Hundred Twenty Thousand** (**$220,000**) ("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 **December 31, 2026**, from the Effective Date, unless terminated earlier as hereinafter provided.

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

SECTION 4. PERFORMANCE.

a. The 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.

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.

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 be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or

required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of t h e 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 t h e 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 CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.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.

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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Contractor:	STARBOARD TACK SUPPLY, INC. dba ASTRO'S PLUMBING Attn: Mario Lucero, General Manager 5332 Harbor St. Commerce, CA 90040 (323) 869-1200 Email: mariol@astroplumbingsupply.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**]

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	**STARBOARD TACK SUPPLY INC. DBA ASTRO'S PLUMBING**
Raul Alvarez, City Manager	Mario Lucero, General Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Proposal

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4421
WITH HERRERA'S COATINGS RESTORATION

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11th day of March 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and HERRERA'S COATINGS RESTORATION., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 4421 to provide refurbishment of public restroom walls and floors at City Park Facilities, in accordance with Montebello Municipal Code Section 3.21.025(C) dated October 22, 2025 ("Agreement"), pursuant to which City retained Contractor, as further described in the Agreement; and

WHEREAS, the City hereby desires to increase the not-to-exceed amount of this Professional Services Agreement; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT NO. 4421

SECTION 1. "Services/Compensation."

Section 2 "Services/Compensation" of the Agreement is hereby amended in its entirety as follows:

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 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 **Three Hundred Twenty-Five Thousand** ($325,000). Notwithstanding 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 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**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

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 individual 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

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.

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.

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 be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

c. The CITY shall not deduct from the Compensation paid to the CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY

shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

b. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of t h e 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 t h e 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 CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebelloca.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.

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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Contractor:	HERRERA'S COATING RESTORATION 2809 E Avenue J4 Lancaster, CA, 93535 (714) 232-1180 herrerascoatingrestoration@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**]

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	**HERRERA'S COATINGS RESTORATION**
Raul Alvarez (Nov 10, 2025 18:24:25 PST)	Víctor Herrera (Nov 10, 2025 15:32:39 PST)
Raul Alvarez, City Manager	John Herrera, Owner

ATTEST:

Christopher Jimenez (Nov 11, 2025 14:37:42 PST)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alavarez-Glasman (Nov 11, 2025 12:15:23 PST)

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Cost Estimates

Herrera's Coatings Restoration

Estimate

2809 E Avenue J4
Lancaster, CA, 93535
(714) 232-1180
herrerascoatingrestoration@gmail.com
Lic#/1090374

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 - [ ] 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	1,612	$15.00	$24,180.00

Subtotal	$24,180.00
TAX 0%	$0.00
Total	$24,180.00

Total	**$24,180.00**

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.

- [ ] 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	$22,920.00
TAX 0%	$0.00
Total	$22,920.00

Total	**$22,920.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2025

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 Best California Insurance Services 6141 York Blvd. Los Angeles CA 90042	**CONTACT** Robert Gamino **PHONE (A/C, No, Ext):** (818) 509-2900 **FAX (A/C, No):** (818) 509-2904 **E-MAIL ADDRESS:** rgamino@bestcalins.com
INSURED Herrera's Coating Restoration Inc 2809 E AVENUE J4 LANCASTER CA 93535	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** OBSIDIAN SPECIALTY INSURANCE COMPANY 16871 **INSURER B :** CALIFORNIA AUTOMOBILE INS CO. 38342 **INSURER C :** AMTRUST NORTH AMERICA 524210 **INSURER D :** Certain Underwriters at Lloy's London **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO- JECT [ ] LOC [ ] OTHER:	Y		SCB-GL-000080740	03/08/2025	03/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA040000086033	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Com / Coll :	$ 1,000,000 $ $ $ $ N-A / N-A
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WPH508437100	05/19/2025	05/19/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			2025014374	11/03/2025	11/03/2026	Limit: Deductible:	2,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

repping and painting with standard material to the industry, staining and oil-based paint. No stand-alone waterproo ng applications or painting of roofs.

Montebello Public Works is listed as "Additional Insured" with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

Montebello Public Works

1600 W Beverly Blvd
Montebello CA 90640

CANCELLATION

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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Agreement No. 4421 - Herrera's Coatings Restoration

Final Audit Report 2025-11-11

Created:	2025-11-10
By:	Samantha Leyva (SLeyva@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaS7yrcU9qT0Lab31jIvcOFAqVAqp2li4

"Agreement No. 4421 - Herrera's Coatings Restoration" History

Document created by Samantha Leyva (SLeyva@montebelloca.gov)
2025-11-10 - 9:37:09 PM GMT

Document emailed to John Herrera (herrerascoatingrestoration@gmail.com) for signature
2025-11-10 - 9:37:19 PM GMT

Email viewed by John Herrera (herrerascoatingrestoration@gmail.com)
2025-11-10 - 11:26:53 PM GMT

Signer John Herrera (herrerascoatingrestoration@gmail.com) entered name at signing as Víctor Herrera
2025-11-10 - 11:32:37 PM GMT

Document e-signed by Víctor Herrera (herrerascoatingrestoration@gmail.com)
Signature Date: 2025-11-10 - 11:32:39 PM GMT - Time Source: server

Document emailed to Raul Alvarez (ralvarez@montebelloca.gov) for signature
2025-11-10 - 11:32:41 PM GMT

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2025-11-11 - 2:24:04 AM GMT

Document e-signed by Raul Alvarez (ralvarez@montebelloca.gov)
Signature Date: 2025-11-11 - 2:24:25 AM GMT - Time Source: server

Document emailed to Arnold M. Alavarez-Glasman (aglasman@agclawfirm.com) for signature
2025-11-11 - 2:24:27 AM GMT

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2025-11-11 - 8:15:09 PM GMT

Document e-signed by Arnold M. Alavarez-Glasman (aglasman@agclawfirm.com)
Signature Date: 2025-11-11 - 8:15:23 PM GMT - Time Source: server

Document emailed to Christopher Jimenez (cjimenez@montebelloca.gov) for signature
2025-11-11 - 8:15:25 PM GMT

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2025-11-11 - 8:22:59 PM GMT

Document e-signed by Christopher Jimenez (cjimenez@montebelloca.gov)
Signature Date: 2025-11-11 - 10:37:42 PM GMT - Time Source: server

Agreement completed.
2025-11-11 - 10:37:42 PM GMT

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4462
WITH TOILET PARTITIONS EXPERTS, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11th day of March 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and TOILET PARTITIONS EXPERTS, INC., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 4462 to provide installation of restroom partitions at Reggie Rodriguez Park and Holifield Park dated February 1, 2026 ("Agreement"), pursuant to which City retained Contractor, as further described in the Agreement; and

WHEREAS, the City hereby desires to increase the not-to-exceed amount of this Professional Services Agreement; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT NO. 4462

SECTION 1. "Services/Compensation."

Section 1.2 "Services/Compensation" of the Agreement is hereby amended in its entirety as follows:

The CONTRACTOR shall be compensated in an amount not-to-exceed **One Hundred Thousand Thirty-Nine Nine Hundred Ninety-Nine Dollars** ($139,999) during the term of this agreement ("Compensation").

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**TOILET PARTITIONS EXPERTS, INC.**
Raul Alvarez, City Manager	Nestor Garcia, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4462
BY AND BETWEEN
CITY OF MONTEBELLO
AND
TOILET PARTITIONS EXPERTS, INC.

THIS AGREEMENT ("Agreement") is made and entered into on February 1, 2026, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and TOILET PARTITIONS EXPERTS, INC. a California Corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide installation of restroom partitions at Reggie Rodriguez Park and Holifield Park in the CITY; and

WHEREAS, the City received three quotes and CONTRACTOR was the lowest qualified bidder; 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 that it currently possesses a valid California Contractor's License.

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.

1.1 Scope of Services

The CONTRACTOR shall provide the CITY with installation of phenolic toilet partitions as set forth in the request for quote and incorporated herein as **Exhibit A**.

1.2 Compensation

The CONTRACTOR shall be compensated in an amount not-to-exceed Fourty-Nine Thousand Nine Hundred Ninety-Nine ($49,999) during the term of this agreement ("Compensation").

SECTION 2. 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 December 31, 2026, unless terminated earlier as hereinafter provided.

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

SECTION 3. PERFORMANCE.

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

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

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

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

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

SECTION 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or designee.

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract

shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with

respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to

CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to

property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation:** Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other
document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

Cesar Roldan, Director of Public Works
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: croldan@montebelloca.gov

Raul Alvarez, City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: ralvarez@montebelloca.gov

Attn: Nestor Garcia
Toilet Partitions Experts, Inc.
4201 W 5th St. Unit 327
Santa Ana, CA 92703
E-mail: Sales@ToiletPartitionsExperts.com
(714) 909-8855

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 24. ENTIRE AGREEMENT.

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

[*SIGNATURE PAGE FOLLOWS*]

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

CITY OF MONTEBELLO

Raul Alvarez (Feb 11, 2026 15:19:55 PST)

Raul Alvarez, City Manager

TOILET PARTITIONS EXPERTS, INC.

Nestor Garcia

Nestor Garcia, President

ATTEST:

Christopher Jimenez (Feb 17, 2026 14:1 2:06 PST)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman

Arnold M. Alvarez-Glasman (Feb 17, 2026 12:16:39 PST)

Arnold M. Alvarez-Glasman, City Attorney

Exhibit A – Request for Quote

EXHIBIT "A"

Request for Quote

TOILET PARTITIONS EXPERTSINC.

ToiletPartitionsExperts.com Tel: (714) 909 - **8855**

CSLB Lie. **No.1098283** Sales@TolletPartitionsExperts.com

Quote No. 12152025-02 Quote Date: 12/15/2025

company Name: CITY OF MONTEBELLO

Address: 1600 W. BEVERLY BLVD,MONTEBELLO,CA

Email: JCOINER@MONTEBELLOCA.GOV

Phone#: (323)887-1200 Att:JAMES COINER

DESCRIPTION OF PROJECT

Job Name: HOLIFIELD **PARK RESTROOMS**

Address: 1134 S. GREENWOOD AVE,MONTEBELLO,C.k

Super's Name: JAMES Phone#: (323)887-1200

Type of Material

D Baked Enamel Finish D Solid Plastic ☐ Plastic Laminated 121 Phenolic Stainless Steel

Type of Mounting

121 Floor Mounted Headrail Braced ☐ **Floor Braced** **D Floor / Ceiling Plaster (8 Ft Max)**

Scope of Work	Color Selection
_5_ **Compartments with Doors** **Screens (Urinal or Sight)**	TO BE DETERMINED

Partition(s) Price $9,586.00

State Sales Tax D To be added 0 Included D Exempt Project

Partition Price Info

MATERIAL TO BE DELIVERED AND INSTALLED.

Terms: 50% DEPOSIT & BALANCE DUE C.O.D.

Installation Notes

WE ARE QUOTING YOU ON ACCUTEC'S SOLID PHENOLIC TOILET PARTITIONS WITH STANDARD 58" HT. PANELS/DOORS, 12" ABOVE FINISHED FLOOR, 84" HT. PILASTERS, CONTINUOUS ALUM. BRACKETS, CONTUNUOS S/S HINGES, AND CAST SIS LATCH SYSTEM. DEMOLITION OF EXISTING MATERIALS TO BE DONE BY OTHERS.THIS QUOTE INCLUDES THE PREVAILING WAGE COST FOR INSTALLATION.

TERMS:

1.- SERVICE CHARGE OF 2 1/2% PER MONTH WILL BE ADDED TO ALL DELINQUENT ACCOUNTS, AND PLACED ON "CREDIT HOLD", IF NECESSARY, COLLECTION COSTWILLINCLUDEACTUALLEGAL FEES, COLLECTION FEES, AND MONTHLY SERVICE CHARGE.

2.- MATERIALAND/ORMERCHANDISE SOLD TO THE PURCHASER BY SAID SELLER FULLY REMAINS THE PROPERTY OF THE SELLER UNTIL THE PURCHASER HAS PAID THE SELLER IN FULL, WITH NEGOTIABLE FUNDS. IT IS FURTHER CONVEYED THAT THE SELLER RETAINS THE RIGHTTO REPOSSESS MATERIALAND/OR MERCHANDISE AND SUE FOR ANY LOSSES INCURRED, IF SAID PURCHASER IS IN DEFAULT OF THE TERMS AND CONDITIONS AS STATED.

3.- SAID GOODS, SHALL BE CONSIDERED ASA MATERIAL PURCHASE ONLY, WITH PERIODIC DRAWS OF MONEY AS GOODS ARE DELIVERED TO THE JOBSITE OR WAREHOUSE AS SPECIFIED. NO RETENTIONS TO BE DEDUCTED FROM MONIES DUE. AS TO PARTITIONS/ACCESSORIES INSTALLATION, MONIES DUE UPON COMPLETION AND ACCEPTANCE OF SAME UNLESS OTHERWISE STATED. NO RETENTION ALLOWED. PURCHASER IS REQUIRED TO PROVIDE ANY BID BONDS AND CITY BUSINESS LICENSES NECESSARY.

CONDITIONS:

1.- THIS PROPOSAL, QUOTE, BIDAND/OR CONTRACT IS SUBMITTED, BASED ON THE MATERIAL QUANTITIES AS LISTED.

2.- EXCEPT WHERE PROPOSAL, QUOTE, BID AND/OR CONTRACT IS BASED ON A LIST OF MATERIALS, SELLER AGREES TO PROVIDE SHOP DRAWINGS, LAYOUTS, TRANSMITTALS AND/OR HARDWARE SCHEDULE WHEN REQUESTED BYPURCHASER THE ABOVE WILL BE PROVIDED ONLY UPON RECEIPT OF SIGNED PURCHASE ORDER, PROPOSAL, QUOTE, AND/OR CONTRACT, ARCHITECTURAL PLANS AND SPECIFICATIONS. PURCHASER IS RESPONSIBLE FOR VERIFICATION OF ALL FIELD CONDITIONS AND DIMENSIONS. APPROVAL OF SUCH DRAWINGS, DETAILS AND/OR HARDWARE SCHEDULES WILL CONSTITUTE AUTHORITY FOR SELLER TO PROCEED.

3.- THIS WRITING IS INTENDED BY THE PARTIES AS FINAL EXPRESSION OF THEIR AGREEMENT AND IS INTENDED ALSO AS A COMPLETED AND EXCLUSIVE STATE OF THE TERMS OFTHEIRAGREEMENT.

4.- IN ORDER TO ARRIVE AT A SPEEDY RESOLUTION TO ANY DISPUTE ALL PARTIES AGREE TO BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION IN THE JURISDICTION OVER THE COUNTY THE GOODS WERE SHIPPED, PER THE COMMERCIAL ARBITRATION RULES OFTHEAMERICANARBITRATIONASSOCIATION.

5.- THIS PROPOSAL, QUOTE. BID, AND/OR CONTRACT CANNOT BE MODIFIED WITHOUT WRITTEN AUTHORIZATION AND ACCEPTANCE, **AND** MAY OR WILL BE WITHDRAWN IF NOTACCEPTED WITHIN 30DAYS.

Created by: Weston Inaman

Acceptance of Proposal

Company Name: C; -17 0+ c.fo... !Ce J.t 1/0 Print Name: James Coiner

Date Accepted: /Z-z.z- z. :S Signature:?-:.

TOILET PARTITIONS EXPERTS INC.

@ ToiletPartitionsExperts.com \. Tel: (714) 909 • 8855

CSLB Lie. No. 1098283 (8J Sales@ToiletPartitionsExperts.com

Quote No. 12042025-01.REV-2 Quote Date: 12/15/2025

PROPOSAL SUBMITTED TO

company Name: CITY OF MONTEBELLO

Address: 1600 W. BEVERLY BLVD,MONTEBELLO,CA

Email: JCOINER@MONTEBELLOCA.GOV

Phone#: (323)887-1200 AU: JAMES COINER

DESCRIPTION OF PROJECT

Job Name: REGGIE PARK

Address: 200 MINES AVE,MONTEBELLO,CA

Super's Name: JAMES Phone#: (323)887-1200

Type of Material

D Baked Enamel Finish D Solid Plastic D Plastic Laminated 0 Phenolic D Stainless Steel

Type of Mounting

121 Floor Mounted Headrail Braced D Floor Braced D Floor / Ceiling Plaster (8 Ft Max)

[redacted]

Color Selection

_3_ Compartments with Doors _o_ Screens (Urinal or Sight) TO BE DETERMINED

Partition(s) Price: $4,718.00

Partition Price Info

State Sales Tax O To be added0 Included O Exempt Project

MATERIAL TO BE DELIVERED AND INSTALLED.

Terms: 50% DEPOSIT & BALANCE DUE C.O.D.

Installation Notes

ARE QUOTING YOU ON ACCUTEC'S SOLID PHENOLIC TOILET PARTITIONS WITH STANDARD 58" HT. ANELS/DOORS, 12" ABOVE FINISHED FLOOR, 84" HT. PILASTERS, CONTINUOUS ALUM. BRACKETS, NTUNUOS *SIS* HINGES, AND CAST *SIS* LATCH SYSTEM. DEMOLITION OF EXISTING MATERIALS TO BE NE BY OTHERS.THIS QUOTE INCLUDES THE PRtVAIUI'm WAGE COSTTOR INSTALLATION.

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2.-MATERIALAND/OR MERCHANDISE SOLD TO THE PURCHASER BY SAID SELLER FULLY REMAINS THE PROPERTY OF THE SELLER UNTILTHE

1 1 1

[illegible] AND CONDITIONSAS STATED.

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5.- THIS PROPOSAL, QUOTE, BID, AND/OR CONTRACT CANNOT BE MODIFIED WITHOUT WRITTEN AUTHORIZATION AND ACCEPTANCE, AND MAY OR WILLBE WITHDRAWN IF NOTACCEPTED WITHIN 30 DAYS.

Created by [illegible]

Acceptance·of Proposal

Company Name: C; i-y: of: M11r11 lelu.//o Print Name: ., ., fq.;,, e -5

Date Accepted: / 2. - 2 2 - 2- r Signature: [illegible]

Thomas Partitions & Specialties, Inc.

Quotation

Company Address	2172 Yucca Altadena, CA 91001 US
CA Contractor License#	613974
DIR#	1000008781

Created Date	12/8/2025
Expiration Date	12/31/2025
Quote Number	00027589

Prepared By	Candace Capps (Ondrejcka)
Phone	(323) 256-8666 +""
Email	estimating@thompart.com
Fax	(323) 256-8737

Contact Name	James Coiner
Phone	(323) 887-1496 \;.
Mobile	(909) 736-8889 ""•
Email	jcoiner@cityofmontebello.com

Bill To Name	CITY OF MONTEBELLO
Bill To	1600 WEST BEVERLY BLVD MONTEBELLO, CA 90640-3932

Job Number	J019207
Opportunity Name	Reggie Park
Ship To	200 Mines Avenue Montebello, CA 90640

Plan Scope

Addendum Noted	None Noted

Job Scope

Ship Via	Install
Stall Material	Floor mount overhead braced solid plastic partitions w/ cont. Alum brackets and hinges, standard height
Total Stalls	3
Total Screens	0
Accessory MFG	NA
Total Accessories	0

Notes

Description	Supply and install (3) stalls

Pricing Totals

Subtotal	$5,045.00	Total Quote	$5,045.00
Total Options	$0.00	Tax	$252.75
Total Price	$5,045.00	Grand Total	$5,297.75

Quote Line Items

Photo	Product	Line Item Description	Quantity	Optional
	Certified Payroll	yroll **Admh,Islratioo** Expeose		

Opportunity Name	Reggie Park	Quote Name	Quote 00027589

	Install - Site Visit LA County	Site Visit	1.00
	Install - Stalls	Installation of Stalls	3.00
Overhead,Braced	Lot P10164.lot	Solid Plastic StallsFloor Mounted Overhead BracedWrap HingesAlum Stirup Brackets	1.00
Overhead,Braced	P10164.BW1	Solid Plastic Between Wall Stall	3.00

Quotation Terms and Conditions

1. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and Thomas Partition shall not be bound by any other terms, absent a written modification or other agreement signed by the parties. Acceptance of this order/contract constitutes acceptance of all conditions herein stated.
2. **Scope.** This quotation is expressly limited to the model numbers, quantities, and terms stated throughout. This quote does not guarantee quantities or descriptions to agree with plans and specifications. It is purchaser's responsibility to compare with actual requirements to avoid error.
3. **Options.** Product line items noted as Optional are not discounted and are not part of the Grand Total of the quotation. If optional items are required, the quotation must be revised to reflect the proper material required.
4. **Acceptance.** All quotations are subject to acceptance of your purchase order by Thomas Partitions. All orders under $50,000 must be place with a purchase order.
5. **Deposit and Payment.** Thomas Partitions requires a 50% deposit to place order and balance due upon delivery/installation, unless agreed otherwise in writing.
6. **Submittals.** Submittals are provided at no cost, and will be delivered within 10 days after request.
7. **Prelien.** Cost for prelein is not included in quotation. Should Thomas Partitions prelien the property, an addition $50.00 will be added to the final invoice.
8. **Tax.** Quotations do not include applicable taxes, unless stated otherwise.
9. **Shipping and Handling.** Shipping and handling cost are estimated and charged with no markup to the customer. Actual shipping and handling costs will be applied to the final invoice.
10. **Site Visits.** Only for the supply of partitions, is one site visit included in the base price of the quotation for the field measuring of the material. No other site visitas are included in the price of the quote. Requests by the customer for additional site visits will incure additional charges on final invoice as as discribed in Term 12 -Additional Charges.
11. **Changes.** Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on Thomas Partitions only if such changes, modifications, waivers, additions, or amendments are in writing and signed by a duly authorized representative of Thomas Paritions.
12. **Additional Charges.** Basis for additional charges will be as such: Labor hours will be billed at $105/hr for journeyman, $75/hr for apprentice. Trip charges will be billed as a minimum of $210 for trips in Los Angeles County. Material will be billed as standard prices. Should additional charges become material to the scope of work, a separate quote, or change order, for additional work will be submitted for approval.
13. **Insurance.** Quotations do not include additional insured endorsements or waiver of subrogation. OCIP credit **will** only be applied to OCIP issuance certificates received before start of work. $2 million aggregate insurance is included in base price. If $5 million aggregate is needed, additional cost of $5,000.00 will be applied to the final invoice.
14. **Exclusions.** Price does not include delivery, installation, and all applicable taxes; except where noted otherwise. Price excludes frameless mirrors, work outside restrooms (unless otherwise noted), demolition, backing or the installation of backing, filler pieces, patching, caulking, installation of hand dryers/ ceiling beams/ and or plumbing of any kind.
15. **Availability:** Lead times are based on current estimated manufacturers' inventory forecasts. Manufacturer's actual inventory demands may vary.

Opportunity Name	Reggie Park	Quote Name	Quote 00027589

16. **Time of Delivery.** Delivery is for standard business hours: 7am to 4pm Monday through Friday. Delivery schedules are contingent upon strikes, accidents delays of carriers, or construction delays out of our control.

17. **Off Hours.** This quote excludes Off Hours work, which is defined as hours not during the normal business hours referenced under Term 16 - Time of Delivery. Charges for off hours work will start at $400.00 per day.
18. **Installation:** Installation requires authorization by customer to proceed with installation. Customer will guarantee that the job site has backing, recessed holes, tile and grout complete, painting complete, plumbing fixtures set, and that Thomas Partitions has unrestricted access to the Restrooms. If a guarantee is made and job conditions, out of our control, prevent, the start or completion of, scheduled work, trip charges and cost of additional labor will be applied to final invoice as noted in Term 12 -Additional Charges.
19. **Delivery.** Purchaser, or purchaser's agent, will take effective delivery of material and/or installation upon the sooner of: signing and acknowledging acceptance of delivery, 48 hours after installation, or reasonable inspection of the material.
20. **Returns.** Returns are subject to manufacturers' approval, restocking fee of 25%, and trip charges.
21. **Work of others.** Thomas Partitions is not responsible for damage caused by the work of others. Thomas Partitions is not responsible for damages cause to plumbing behind restroom walls.

Payment Information

To Be Charged Immediatley:

Grand Total $5,297.75

Payer: VISA MasterCard AMEX

Account#: _____

Expiration Date: __ / ____ _

CSC (back of card): ____ _

Charge Authorization

1. I Certify, that I am a signer on the account listed below with the authority to grant this authorization on behalf of the undersigned ("Company/Customer").
2. I Certify, that Thomas Partitions & Specialties Inc. is authorized to charge the following account for the sale of goods and services in the amounts as stated above.
3 I Certify, that Payer listed above is hereby requested, authorized and directed to honor and to treat as authorized, charges made in Company/Customer's name in accordance with this authorization in lieu of an imprint of the actual card. I understand that no cash discount can be allowed on credit card payments.
4 I Certify, in addition to the amount stated above, in the event that my customer balance is not current, Thomas Partitions & Specialties Inc. has the right to settle any and all outstanding balances, without further authorization.
5 I Certify, that this authorization shall remain in full force and effect and the authority herein given to Thomas Partitions & Specialties Inc. shall remain irrevocable until Thomas Partitions & Specialties Inc. receives written notice of revocation of such authority. Revocation shall not affect any action taken prior to receipt of such notice.

Acceptance to Quotation, Terms and Conditions, and Charge Authorization

If Company - Compnay/Customer

_____
Signature

_____
Name

_____
Title

_____
Date

If Individual:

_____
Signature

_____
Name

_____
Title

_____
Date

Thomas Partitions & Specialties, Inc.

Quotation

Company Address	2172 Yucca Altadena, CA 91001 US
CA Contractor License#	613974
DIR#	1000008781

Created Date	12/8/2025
Expiration Date	12/31/2025
Quote Number	00027516

Prepared By	Candace Capps (Ondrejcka)
Phone	(323) 256-8666
Email	estimating@thompart.com
Fax	(323) 256-8737

Contact Name	James Coiner
Mobile	(909) 736-8889

Bill To Name	CITY OF MONTEBELLO
Blii To	1600 WEST BEVERLY BLVD MONTEBELLO, CA 90640-3932

Job Number	J012870
Opportunity Name	Holified Park MONTEBELLO
Ship To	1060 South Greenwood Ave MONTEBELLO, CA 90640

Plan Scope

Addendum Noted	None Noted

Job Scope

Ship Via	Install
Stall Material	Scranton Floor Mounted Overhead Braced Solid Plastic with Continuous Aluminum Brackets
Total Stalls	5
Total Screens	3
Accessory MFG	NA
Total **Accessories**	0

Nc

Des

Install new partitions in (2) multi-use restrooms. (5) stalls & (3) screens total.

Certified Payroll

Exclude demo.

Pricing Totals

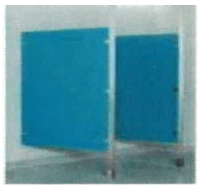
Subtotal	$9,175.00
Total Options	$0.00
Total Price	$9,175.00

Total Quote	$9,175.00
Tax	$529.40
Grand Total	$9,704.40

Quote Line Items

Photo	Product	Line Item Description	Quantity	Optional

Weekly Certified Payroll Administration E□ense			
	1.00		
Opportunity Name Holified Park MONTEBELLO		Quote Name	Updated 2025

	Install - Screen	Installation of Screens	3.00
	Install - Site Visit LA County	Site Visit	1.00
	Install - Stalls	Installation of Stalls	5.00
Overhead,Braced	P10164.BW1	Solid Plastic Between Wall Stall	5.00
	P10164.U48	Solid Plastic 48 Screen	3.00

Quotation Terms and Conditions

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2. **Scope.** This quotation is expressly limited to the model numbers, quantities, and terms stated throughout. This quote does not guarantee quantities or descriptions to agree with plans and specifications. It is purchaser's responsibility to compare with actual requirements to avoid error.
3. **Options.** Product line items noted as Optional are not discounted and are not part of the Grand Total of the quotation. If optional items are required, the quotation must be revised to reflect the proper material required.
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12. **Additional Charges.** Basis for additional charges **will** be as such: Labor hours **will** be billed at $105/hr for journeyman, $75/hr for apprentice. Trip charges will be billed as a minimum of $210 for trips in Los Angeles County. Material will be billed as standard prices. Should additional charges become material to the scope of work, a separate quote, or change order, for additional work will be submitted for approval.

Opportunity Name	Holified Park MONTEBELLO	Quote Name	Updated 2025

13. **Insurance.** Quotations do not include additional insured endorsements or waiver of subrogation. OCIP credit will only be applied to OCIP issuance certificates received before start of work. $2 million aggregate insurance is included in base price. If $5 million aggregate is needed, additional cost of $5,000.00 will be applied to the final invoice.
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15. **Availability:** Lead times are based on current estimated manufacturers' inventory forecasts. Manufacturer's actual inventory demands may vary.
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19. **Delivery.** Purchaser, or purchaser's agent, will take effective delivery of material and/or installation upon the sooner of: signing and acknowledging acceptance of delivery, 48 hours after installation, or reasonable inspection of the material.
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21. **Work of others.** Thomas Partitions is not responsible for damage caused by the work of others. Thomas Partitions is not responsible for damages cause to plumbing behind restroom walls.

Payment Information

To Be Charged Immediatley:

Grand Total $9,704.40

Payer: VISA MasterCard AMEX

Account#: _____

Expiration Date: __ / ___ _

CSC (back of card): ___ _

Charge Authorization

1. I Certify, that I am a signer on the account listed below with the authority to grant this authorization on behalf of the undersigned ("Company/Customer").
2. I Certify, that Thomas Partitions & Specialties Inc. is authorized to charge the following account for the sale of goods and services in the amounts as stated above.
3 I Certify, that Payer listed above is hereby requested, authorized and directed to honor and to treat as authorized, charges made in Company/Customer's name in accordance with this authorization in lieu of an imprint of the actual card. I understand that no cash discount can be allowed on credit card payments.
4 I Certify, in addition to the amount stated above, in the event that my customer balance is not current, Thomas Partitions & Specialties Inc. has the right to settle any and all outstanding balances, without further authorization.
5 I Certify, that this authorization shall remain in full force and effect and the authority herein given to Thomas Partitions & Specialties Inc. shall remain irrevocable until Thomas Partitions & Specialties Inc. receives written notice of revocation of such authority. Revocation shall not affect any action taken prior to receipt of such notice.

Acceptance to Quotation, Terms and Conditions, and Charge Authorization

If Company - Compnay/Customer

_____
Signature

_____
Name

_____
Title

_____
Date

If Individual:

_____
Signature

_____
Name

_____
Title

_____
Date

December18,2025

Vazquez Prado Insurance Services
Irvine, CA 92612

ATTENTION: Jesus Ochoa Vazquez
RE: TOILET PARTITIONS EXPERTS INC

Thank you for your submission and the opportunity to quote your business. On behalf of Palms Insurance Company, Limited (A.M. Best "A" VIII Non-admitted), London, we are pleased to offer the following terms:

Quote - Contractors Professional and Pollution Liability, Contractors Microbial Condition Liability, Transportation Pollution Liability & Non-Owned Disposal Site Pollution Liability Insurance

Control Number: 640393 **Renewal of:** New

Company:	Palms Insurance Company, Limited (A.M. Best "A" VIII Non-admitted)
Applicant:	TOILET PARTITIONS EXPERTS INC Santa Ana, CA 92703
Policy Dates:	12/17/2025 to 12/17/2026
Professional Services:	Carpentry
Each Claim Limit:	$1,000,000.00
Policy Aggregate Limit:	$2,000,000.00
Microbial Condition Sublimit:	$500,000.00
Mitigation Expense Sublimit:	$500,000.00
Network Security Limit:	$100,000.00
Deductible (EEC):	$2,500.00
Retroactive Date:	12/17/2025

	Premium
Gross Premium	$2,000.00
Network Security Premium	$20.00
Mold Expense Premium	$750.00
Mitigation Expense Premium	$750.00
Program Fees	$352.00
Retail Broker Fee	$0.00
Premium Taxes	$123.13
Tolal Policy Cost:	$3,995.13

Policy Attachments

Form Name	Form Edition No
Cover Letter	CSIP Cover Letter
Contractors Professional Pollution Liability Declarations Page	CSIP PL 000 0007 Dec
Schedule of Participating Underwriters	CSIP Sch UW - 2023 PL
Schedule of Forms	FormSched

Contractors Professional Pollution Liability Form	CSIP PL 000 0007
OFAC Advisory Notice to Policyholders	OFAC
Service of Suit	Palms SOS
Sanctions Clause	Palms SC23
Cyber and Data Protection Law Endorsement	CDPLE 2023
TCPA Exclusion Endorsement	CSIP PL 000 0016
Financial Interest Clause Endorsement	CSIP PL 000 0057
Radioactive Contamination Exclusion Endorsement	CSIP PL 000 0288
War and Terrorism Exclusion Endorsement	CSIP PL 000 0290
Biological or Chemical Exclusion Endorsement	CSIP PL 000 0291
Communicable Disease Exclusion Endorsement	CSIP PL 000 0292
Nuclear Incident Exclusion Endorsement	CSIP PL 000 0293
Network Security And Privacy Coverage Endorsement	CSIP PL 000 0014
Mitigation Expenses Coverage Sublimit Endorsement	CSIP PL 000 0127
Contractor Microbial Condition Liability Coverage Subllmit Endorsement	CSIP PL 000 0295
New Residential Construction Exclusion with Exceptions Endorsement	CSIP PL 000 0313
Basic Condominium and Townhouse Exclusion Endorsement	CSIP PL 000 0314

Underwriter Comments

We will require the following to complete the file, prior to policy issuance:

1) Copy of most recent financials
2) Proof of Retroactive Date(s) - a copy of expiring Declarations Page and/or policy endorsement providing evidence of the Retroactive Date and any Split Retro-Dates.
3) Receipt of completed Surplus Lines Filing Form including NJ SLA Number if applicable. The Producer is responsible for collection, filing and payment of Surplus Lines Taxes where applicable.
4) Subject to a copy of the Insured's most recent Annual Financials (Profit & Loss Statement or Tax Return)

Please read all terms and conditions shown above carefully as they may not conform to specifications shown within your submission.

This Quote is valid for 30 days or current policy expiration date.

The Policy is subject to:

- 25% MINIMUM EARNED PREMIUM UPON BINDING.
- THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX (SLT). YOUR OFFICE IS RESPONSIBLE FOR THE SLT COLLECTION AND FILINGS.
- Company fees are fully earned.
  Deductible applies to Indemnity and Expense.
  Defense is within the limit of liability.
- Sublimits are part of and not in addition to the policy aggregate limit of liability.

Coiner, James

From: sales@partitionking.com
Sent: Thursday, December 4, 2025 7:23 AM
To: Coiner, James
Subject: Re: [External Email] Reggie Park - City of Montebello

---

External Sender- From: ("sales@partitionking.com" <sales@partitionking.com>)
This message came from outside your organization.

Hi James,

We dQ not offer installation.services.

Generally, any contractor, or experienced handyman can complete installation for something like this.

If you have someone that does maintenance or does your building improvements, I would highly recommend starting with them.

We also provide full installation instructions and video tutorials for installation.

Amber Williams
Project Manager

-

Phone: 800-685-7541
Text: 909-491-2397
Website: www.partitionking.com

Reviews **533** • Excellent ***Trustpilot**

On December 4, 2025 at 10:21 AM EST jcoiner@montebelloca.gov wrote:

Hello,

Please include the cost to install the partitions. (Prevailing Wage Rates)

Respectfully,

MONTEBELLO

James Coiner
Deputy Director
Department of Public Works

1600 W Beverly Blvd., Montebello, CA 90640
p: 323-887-1200 x9999
w: www.MontebelloCA.gov
e: JCoiner@MontebelloCA.gov.

From: Robert Nelson <sales@partitionking.com>
Sent: Thursday, December 4, 2025 7:00 AM
To: Coiner, James <JCoiner@montebelloca.gov>
Subject: Re: [External Email] Reggie Park - City of Montebello

Hi James,

We have received your quote request and have sent it over to our Manufacturer's Estimating Team to quote. We will send you the quote just as soon as we receive it back from them.

Thanks

Robert Nelson
Estimating Manager

Phone: 800-685-7541
Text: 909-491-2397
Website: www.partitionking.com

Reviews **424** • Excellent ***Trustpilot**

On December 4, 2025 at 8:04 AM EST sales@partitionking.com wrote:

Hi James,

Thank you for choosing **PARTITION KING.**

Do you have a forklift or loading dock at the delivery site?
A lift gate is **required** if not. Please let us know if you need us to add a lift gate to your quote!

Amber Williams
Project Manager

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2025

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 Vazquez Prado Insurance Services 18100 Von Karman Ave, Suite 890 Irvine, CA 92612	CONTACT NAME: IA/C No Ext): 949-536-5602 (A/C No): 844-274-0020 ADDRESS: certificates@vazQuezorado,com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Accredited Surety and Casualty Company, Inc.	26379
INSURER B: Technology Insurance Company, Inc.	42376
INSURERC:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Toilet Partitions Experts Inc
4201 W 5th St, Unit 327
Santa Ana, CA 92703

COVERAGES **CERTIFICATE NUMBER:** 27017838 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	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR	X		1ABPCA05134035802	05/18/2025	05/18/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS ONLY NON-OWNED AUTOS ONLY						(Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4605639	05/18/2025	05/18/2026	✓ STATUTE OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City Of Montebello, its officers, agents and employees are listed as an additional insured per the blanket additional insured endorsement if required by written contract or agreement.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 30 DAY NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Socrates Vazquez

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - **Liability** is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

a. When your operations for that insured are completed; or

b. The contract or agreement you have entered into with the additional insured is terminated.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2026

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($), 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 **Pacl"f"lc H"ılls ınsuranceA gency** **5557 East Santa Ana Canyon Ste 203** **Anaheim, CA 92807** **License #: 0G61086**	CONTACT NAME: **Armando Acosta** PHONE IAJC No Extl: **714-282-7844** FAX No!: **714-282-0650** E-MAIL ADDRESS: armando(ci)oacifichillsins.com
	INSURERISI AFFORDING COVERAGE — NAIC#
	INSURER A: **Mercurv Casualtv Comoanv** — **38342**
INSURED **Toilet Partitions Experts Inc** **CRUZ N GARCIA RAMIREZ** **4201 w. 5th Street UNIT 327** **Santa Ana, CA 92703**	INSURERS: INSURERC: INSURERD: INSURERE: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00220466-156642** **REVISION NUMBER: 6**

THIS 1S 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 .u◆n	SUBR .. n,n	POLICY NUMBER	POLICYEFF IMM/DD/YYYYI	POLICY EXP IMM/DD/YYYYI	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR D GEN'L AGGREGATE LIMIT APPLIES PER: ☐ PRO-JECT OLoc =7 POLICY OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence\	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS • COMP/OP AGG	$
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◆	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED ◆ ◆gi<:JwNED AUTOS ONLY			BA040000077474	12/06/2025	12/06/2026	COMBINED SINGLE LIMIT <Ea accidentl	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE /Per accidentl	$
								$
	UMBR ELLA LIAB EXCESS LIAB H OCCUR CLAIMS-MADE OED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE· EA EMPLOYEE	$
							E.L. DISEASE· POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification Purposes Only

CERTIFICATE HOLDER

City of Montebello
1600 **W Beverly Blvd.**
Montebello, CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTH◆RIZED REP ESENTATIVE)

1/ /4/c:s--··

(ARM)

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Agreement No. 4462 - Toilet Partitions Experts, Inc.

Final Audit Report 2026-02-17

Created:	2026-02-11
By:	Samantha Leyva (SLeyva@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Z2gk6AVXSnkjwWwAEWVGQ45ai1q1Gd3

"Agreement No. 4462 - Toilet Partitions Experts, Inc." History

Document created by Samantha Leyva (SLeyva@montebelloca.gov)
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Agreement completed.
2026-02-17 - 10:12:06 PM GMT

CITY OF MONTEBELLO

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT NO. 3910
WITH WOLVERINE FENCE COMPANY, INC.

This Amendment No. 3 to the Professional Services Agreement ("Amendment No. 3"), is made and entered into this 11th day of March 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and WOLVERINE FENCE COMPANBY, INC., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 3910 for Fence Repair and Installation Services dated August 30, 2021 ("Agreement"), pursuant to which City retained Contractor, as further described in the Agreement; and

WHEREAS, the City entered into Amendments No. 1 and No. 2;

WHEREAS, the City hereby desires to increase the not-to-exceed amount of this Professional Services Agreement;

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 3, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT NO. 3910

SECTION 1. "Services/Compensation."

Section 1 "Services/Compensation" of the Agreement is hereby amended in its entirety as follows:

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 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 annual amount not-to-exceed **Sixty-Five Thousand** ($65,000) ("Compensation"). Notwithstanding 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 2. Except as expressly modified or supplemented by this Amendment No. 3, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1, Amendment No. 2, and Amendment No. 3 and the provisions of the Agreement, the provisions of this Amendment No. 3 shall control.

[*END OF AMENDMENT NO. 3*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 3 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONTRACTOR")

WOLVERINE FENCE COMPANY, INC.

Gary McDonnel, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3910
WITH WOLVERINE FENCE COMPANY INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 27th day of August 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and WOLVERINE FENCE COMPANY INC., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Fence Repair and Installation Services by and between the City of Montebello and Wolverine Fence Company Inc., dated August 30, 2021 (the "Agreement"), pursuant to which the City retained Contractor to provide Fence Repair and Installation Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualifications, subsequent to a competitive selection process.

WHEREAS, the City entered Amendment No. 1 to Professional Services Agreement No. 3910 with Wolverine Fence Company Inc. ("First Amendment"), exercising a one-year (1) extension of the agreement's term.

WHEREAS, under Section 2, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, on September 11, 2024, the Parties extended the term of the Agreement for a one year period; and

WHEREAS, the City and Contractor desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby exercise the second of two (2) one-year extensions pursuant to Section 2 Term of the Agreement. The original termination/expiration date of the Agreement, as set on August 30, 2021, is hereby extended, and the Agreement will now terminate on June 30, 2026. This extension is in

accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of Fence Repair and Installation Services by the Contractor.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO. 2*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez (Aug 28, 2025 15:57:46 PDT)

Raul Alvarez, City Manager

("CONTRACTOR")

WOLVERINE FENCE COMPANY INC.

Gary L. McDonnell
Gary L. McDonnell (Aug 28, 2025 15:01:48 PDT)

Gary McDonnell, President

ATTEST:

Kimberly Guillen (Sep 2, 2025 08:27:51 PDT)

Kimberly Guillen, Senior Deputy City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman (Aug 29, 2025 17:44:17 PDT)

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3910
WITH WOLVERINE FENCE COMPANY INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11th day of September 2024, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and WOLVERINE FENCE COMPANY INC., (hereinafter referred to as the "Contractor"). The City and the are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Fence Repair and Installation Services by and between the City of Montebello and Wolverine Fence Company Inc., dated August 30, 2021 (the "Agreement"), pursuant to which the City retained Contractor to provide Fence Repair and Installation Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualifications, subsequent to a competitive selection process.

WHEREAS, under Section 2 **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby exercise the first of two (2) one-year extensions pursuant to Section 2 Term of the Agreement. The original termination/expiration date of the Agreement, as set on August 30, 2021, is hereby extended, and the Agreement will now terminate on August 30, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of Fence Repair and Installation Services by the Contractor.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and

effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONTRACTOR")

WOLVERINE FENCE COMPANY INC.

Gary L.McDonnell

Gary McDonnell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Noel Tapia for

Arnold M. Alvarez-Glasman, City Attorney

Signature: Gary L. McDonnell
Gary L. McDonnell (Sep 4, 2024 14:50 PDT)

Email: gmcdonnell@wolverinefence.com

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3910 WITH WOLVERINE FENCE COMPANY INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 30, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and WOLVERINE FENCE COMPANY INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide fence repair and installation services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the solicitation are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide fence repair and installation services as set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual compensation shall not exceed $45,000.

SECTION 2. TERM.

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

SECTION 3. PERFORMANCE.

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

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

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

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

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

SECTION 4. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONSULTANT.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- ~~**Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate~~.

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

maintained by the CONSULTANT.

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

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

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

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

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

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

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

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

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

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect

to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Recreation & Community Services Attn: David Sosnowski, Director of Recreation & Community Services 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-4588 dsosnowski@cityofmontebello.com
If to Consultant:	Wolverine Fence Company Inc. 930 S. Cypress Street La Habra, CA 90631 (562) 948-2030

SECTION 22. 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 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 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 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]

("CITY")

CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")

WOLVERINE FENCE COMPANY INC.

Gary McDonnell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B - Schedule of Compensation

Exhibit "A"

Request for Proposals for Services and Contractor's Proposal

Exhibit "B"

Schedule of Compensation

WOLVFEN-02 LMEETER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2021

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 License # 0757776
Riverside, CA - HUB International Insurance Services Inc.
PO Box 5345
Riverside, CA 92517

CONTACT NAME: Chad Hill
PHONE (A/C, No, Ext): (951) 779-8549 FAX (A/C, No): (951) 742-4679
E-MAIL ADDRESS: chad.hill@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Everest Premier Insurance Company	16045
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wolverine Fence Company, Inc.
930 S. Cypress Street
La Habra, CA 90631

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Dedcutible: $500	X	X	A0176555004	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	A0176555001	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP6S04069A21NF	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	CA10002806211	8/1/2021	8/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contracted Operations
The City of Montebello, its officers, employees, agents and volunteers are Additional Insured in regards to General Liability and Auto Liability per attached CG2010 04/13, CG2037 04/13 and CA7601 06/15. Coverage is Primary and Non Contributory per attached CG2001 04/13. Per Project Aggregate applies per attached CG2503 05/09. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation per attached endorsement forms CG2404
05/09, CA0444 10/13 and WC040306.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Montebello
Attn: Laurie Aguilar
1600 Beverly Blvd
Montebello, CA 90640

CANCELLATION

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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AGENCY CUSTOMER ID: WOLVFEN-02 LMEETER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
Riverside, CA - HUB International Insurance Services Inc.		Wolverine Fence Company, Inc. 930 S. Cypress Street La Habra, CA 90631
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations per written contract, agreement or permit. Description: All jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.	All locations and jobs performed that have a written contract, agreement, or permit.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: A0176555001

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Wolverine Fence Company Inc

Endorsement Effective Date: 08/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All construction projects away from premise owned by or rented by insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: A0176555001

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Wolverine Fence Company Inc

Endorsement Effective Date: 08/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.	ALL OPERATIONS.

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From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

CITY OF MONTEBELLO

AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.

This Amendment No. 3 to the Professional Services Agreement ("Amendment No. 3"), is made and entered into this 11th day of March 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, INC., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement No. 3869 for On-Call Plumbing Services dated June 1, 2021 ("Agreement"), pursuant to which City retained Contractor, as further described in the Agreement; and

WHEREAS, the City entered into Amendments No. 1 and No. 2;

WHEREAS, the City hereby desires to increase the not-to-exceed amount of this Professional Services Agreement;

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 3, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS TO AGREEMENT NO. 3869

SECTION 1. "Services/Compensation."

Section 1 "Services/Compensation" of the Agreement is hereby amended in its entirety as follows:

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 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 annual amount not-to-exceed **Forty-Five Thousand** ($45,000) ("Compensation"). For Fiscal Year 2025-2026 only, CONTRACTOR shall be compensated in an annual amount not-to-exceed **Sixty-Five Thousand** ($65,000). Notwithstanding 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 2. Except as expressly modified or supplemented by this Amendment No. 3, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1, Amendment No. 2, and Amendment No. 3 and the provisions of the Agreement, the provisions of this Amendment No. 3 shall control.

[*END OF AMENDMENT NO. 3*]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 3 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**PMC PLUMBING, INC.**
Raul Alvarez, City Manager	Corey Hoffert

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 28th day of May 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain *Professional Services Agreement No. 3869 with by and between City of Montebello and PMC PLUMBING, INC.* for On-Call Plumbing Services , dated June 1, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3869 with PMC PLUMBING, INC.* ("First Amendment"), exercising a one-year (1) extension of the agreement's term.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby agree to exercise the second of two one-year optional extensions pursuant to Section 2. Term of the Agreement up to the end of the current fiscal year. The termination/expiration date of the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Plumbing Services by PMC PLUMBING, INC.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO. 2*]

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONSULTANT")

PMC PLUMBING, INC.

Corey Hoffert

ATTEST:

, Sr. Deputy City Clerk
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 8th day of May 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Plumbing Services by and between the City of Montebello and PMC Plumbing, Inc., dated June 1, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3869, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on June 1, 2021, is hereby extended, and the Agreement will now terminate on June 1, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Plumbing Services by PMC Plumbing, Inc.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

("CONSULTANT")

PMC PLUMBING, INC.

Corey Hoffert

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3869 WITH PMC PLUMBING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 1, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and PMC PLUMBING, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

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

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the solicitation of are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide plumbing services as set forth fully in the Schedule of Compensation, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual compensation shall not exceed $45,000.

SECTION 2. TERM.

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

SECTION 3. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its

ability, experience and talent, perform all tasks described herein.

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

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

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

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

SECTION 4. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the

defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

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

SECTION 10. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee or agent of the CITY. No employee

benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and

volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. PREVAILING WAGES.

a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing

tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or

ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or

iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.
All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Recreation and Community Services Attn: David Sosnowski, Director of Recreation and Community Services 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-4588 dsosnowski@cityofmontebello.com
If to Consultant:	PMC Plumbing, Inc. Attn: Corey Hoffert PO Box 3129 Fullerton, CA 92834 (714) 991-6481 dispatch@pmcplumbing.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

René Bobadilla, City Manager

("CONSULTANT")

PMC PLUMBING, INC.

Corey Hoffert

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Schedule of Compensation

Exhibit "A"

Schedule of Compensation

CITY OF MONTEBELLO

ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: PMC Plumbing Inc.

Phone: 714-991-6481 **Email:** dispatch@pmcplumbing.com

Contractor License #: 788301

Department of Industrial Relations #: PW-LR-1000770471

* $195.00 After Hour Fee

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour (APPRENTICES TECHNICIANS)	$ 85.00 /hr	$ 127.50 /hr	$ /hr
Labor Supervisory/Hour	$ 120.00 /hr	$ 180.00 /hr	$ /hr
Additional Items	**Business Hours Rate**	**Overtime Hours Rate**	**Emergency/Holiday Rate**
Pump Truck	$ /hr	$ /hr	$ /hr
Hydro Jetting	$ 533.00 /hr	$ 799.50 /hr	$ /hr
Video Inspection	$ 325.00 /hr	$ 487.50 /hr	$ /hr
Leak Testing/Tracing	$ 250.00 /hr	$ 375.00 /hr	$ /hr
Backflow Testing	Cost per Test: $		
Materials Markup: 30 %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Notes: Fuel, travel or any other miscellaneous costs will not be reimbursed. The City will register contract with the Department of Industrial Relations and provide the DIR project number as necessary.

Authorized Representative: Corey Hoffert Signature: Corey Hoffert

Date: 05/25/21

PMC PLUMBING SERVICES
LEAK DETECTION SPECIALIST

General Price List

Task	WORK DESCRIPTION	Regular Rate
T-000	Estimate *	Free
	*A free estimate call is one requesting work that does not require any diagnosis. We offer free estimates for the followint types of work only: Re-Pipes (water, gas, drains) Water service installation, Water heater installation, Washer and dryer relocation, Sewer installation, Gas service installation.	
T1140	Evaluation	$200.00
T1100	Leak deteciton	$250.00
T1120	Sewer camera inspection	$325.00
T2500	After hours/Sunday/Holiday surcharge	$195.00
	*This fee is in addition to any inspection/repair costs and applies 5pm to 7am Mon - Sat, all day Sunday and Holidays. Any services performed between 11pm and 7am will be charged at after hour rates.	
	Drain line (snake) through accessible clean out (first hour)	$265.00
	Drain line (snake) through accessible clean out (per additional hour)	$115.00
	*PMC cannot warranty any "common HOA type drains" or drains that are found to have any food or other foreign objects in drain line - Any food items or other foreign objects found in drain snaked by PMC will void any warranty)	
T215	Drain line Kitchen sink through accessible clean out	$196.00
T220	Drain line Kitchen, remove p-trap under sink to access drain	$240.00
T290	Hydro jet main line w/sewer camera (first hour)	$533.00
T285	Hydro jet main line w/sewer camera (per additional hour)	$200.00
T1600	Repair slab leak accessible	$1,173.66
	*Break slab in accessible area to expose and repair pipe, patch concrete to rough patch. Additional costs apply to repairs in footing, or under cabinets, toilets, or tub/showers.	
T1435	Bypass 1/2" or 3/4" up to 10 feet	$1,385.60
T1440	Bypass additional per foot 1/2" or 3/4" over 10 feet	$34.00
T1984	Pull & reset toilet	$238.60
T1986	Pull toilet only	$200.70
T1987	Reset existing toilet only	$205.40
T2000	40 Gallon Residential Water Heater (6 Year warranty)	$1,902.00
T2004	50 Gallon Residential Water Heater (6 Year Warranty)	$1,916.00

Last updated 5/25/2021

PARK RESTROOM REMODEL COST SHEET

REGGIE PARK

Quantity			
1	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 4,095.00
3	ACORN 2105-T-1.28 WALL TOILET	$ 3,078.00	$ 9,234.00
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 15,581.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 22,920.00**
Toilet Partitions Experts Restrooms			**$ 4,718.00**

HOLLIFIELD PARK

Quantity			
3	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 12,285.00
	ACORN 2105-T-1.28 WALL TOILET	$ 3,078.00	$ -
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 14,537.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 24,180.00**
Toilet Partitions Experts Restrooms			**$ 9,586.00**

GRANT REA PARK

Quantity			
	ACORN 1705-T-1-3 URINAL	**$ 4,095.00**	**$ -**
4	**ACORN 2105-T-1.28 WALL TOILET**	**$ 3,078.00**	**$ 12,312.00**
4	**ACORN 1652-1-BP-04 ADA SINK**	**$ 1,126.00**	**$ 4,504.00**
			$ 16,816.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 74,732.00**
Toilet Partitions Experts Restrooms (UPPER)			**$ 7,726.00**
Toilet Partitions Experts Restrooms (LOWER)			**$ 16,842.00**
		TOTAL	**$ 24,568.00**

PARK RESTROOM REMODEL COST SHEET

ACUNA PARK

Quantity			
1	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 4,095.00
3	ACORN 2105-T-1.28 WALL TOILET	$ 3,078.00	$ 9,234.00
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 15,581.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 16,184.00**
Toilet Partitions Experts Restrooms			**$ 5,436.00**

ASHIYA PARK

Quantity			
3	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 12,285.00
5	ACORN 2105-T-1.28 WALL TOILET	$ 3,078.00	$ 15,390.00
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 29,927.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 19,628.00**
Toilet Partitions Experts Restrooms			**$ 9,586.00**

CITY PARK

Quantity			
3	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 12,285.00
7	ACORN 2105-T-1.28 WALL TOILET	$ 3,078.00	$ 21,546.00
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 36,083.00
Herreras Epoxy Coating Men's and Women's Restroom			**$ 37,072.00**
Toilet Partitions Experts Restrooms			**$ 12,186.00**

PARK RESTROOM REMODEL COST SHEET

POTRERO PARK

Quantity			
1	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 4,095.00
3	ACORN R2141-T-3 FLOOR TOILET	$ 1,970.27	$ 5,910.81
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 12,257.81
Herreras Epoxy Coating Men's and Women's Restroom			**$ 19,194.00**
Toilet Partitions Experts Restrooms			**$ 4,860.00**

SANCHEZ ADOBE

Quantity			
1	ACORN 1705-T-1-3 URINAL	$ 4,095.00	$ 4,095.00
5	ACORN R2141-T-3 FLOOR TOILET	$ 1,970.27	$ 9,851.35
2	ACORN 1652-1-BP-04 ADA SINK	$ 1,126.00	$ 2,252.00
			$ 16,198.35
Herreras Epoxy Coating Men's and Women's Restroom			**$ 13,944.00**
Toilet Partitions Experts Restrooms			**$ 10,426.00**

TOTALS

ASTRO PLUMBING SUPPLY PENAL CODE TOTAL			$ 156,981.16
(NOTE FLUSH VALVES)			$ 2,063.75
	TOTAL ASTRO PLUMBING SUPPLY		**$ 159,044.91**
TOTAL HERRERAS EPOXY COATING			**$ 227,854.00**
TOTAL PARTITIONS EXPERTS			**$ 81,366.00**
WOLVERINE METAL MESH REPAIR/REPLACEMENT			$15,000
PMC PLUMBING REMOVAL/INSTALLATION			$15,000
RESTROOM EPOXY,FIXTURES,PARTIONS TOTAL			**$ 498,264.91**
Contingency			**$56,735.09**
TOTAL PROJECT COST			**$ 555,000.00**

ITEM # 8

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: **ACCEPTANCE OF COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY (CCEP) GRANT PROGRAM FUNDS FROM THE CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS)**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Community Cleanup and Employment Pathway (CCEP) Grant Program by the California Transportation Department for $200,000; and
2. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $200,000 in Account No. 265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup-Employment Pathway, Contracts Services Outside Contracts [Expenditures]) and $200,000 in Account No. 265-99-4198.24 (Grants, Caltrans Community Cleanup-Employment Pathway [Revenue]); and
3. Authorize the City Manager to execute the agreement and all applicable forms; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello has been awarded $200,000 in funding from the California Department of Transportation (Caltrans) through the Community Cleanup and Employment Pathway (CCEP) Grant Program, a cornerstone initiative of the Clean California Program (Attachment A). This grant supports litter abatement, public space beautification, and workforce development opportunities for individuals facing barriers to employment.

Staff requests to amend the Fiscal Year 2025-26 budget by increasing appropriations by

$200,000 to Account Nos. 265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup-Employment Pathway, Contracts Services Outside Contracts [Expenditures]) and 265-99-4198.24 (Grants, Caltrans Community Cleanup-Employment Pathway [Revenue]) for the CCEP Grant Program. The funding will enable targeted cleanup efforts along Lincoln Avenue, from Avenida De La Merced to San Gabriel Boulevard, including litter removal, graffiti abatement, and community engagement and educational activities designed to encourage long-term maintenance and foster community pride. Services will be provided in partnership with the Los Angeles Conservation Corps (LACC), ensuring workforce training and career pathways for participants overcoming employment barriers.

BACKGROUND/DISCUSSION:

The CCEP Grant Program, administered by Caltrans under the Clean California Program, aims to enhance public spaces on locally owned rights-of-way while creating employment opportunities for underserved populations.

As part of the program, the City of Montebello's project will focus on Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard. The City is collaborating with LACC, a local nonprofit, to provide services. This partnership not only supports workforce development but also strengthens community engagement, ensuring that cleanup and beautification efforts have a lasting impact.

The grant-funded activities include litter removal, graffiti abatement, and educational outreach, all designed to foster community pride and encourage residents to maintain clean and safe public spaces. The program emphasizes equity and inclusion, prioritizing support for disadvantaged populations, including individuals experiencing homelessness, while promoting pathways to community self-sufficiency.

Through this grant, the City of Montebello will invest directly in transformational programs that enhance public safety, beautify neighborhoods, and support sustainable green initiatives.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council accept the $200,000 Community Cleanup and Employment Pathway (CCEP) Grant award from the California Department of Transportation to support cleanup efforts along Lincoln Avenue between Avenida De La Merced and San Gabriel Boulevard (Attachment A). Staff further recommends amending the Fiscal Year 2025–26 budget to increase appropriations by $200,000 in Account Nos.

265-30-335-6040.10 (Grants, Public Works, Caltrans Community Cleanup-Employment Pathway, Contracts Services Outside Contracts [Expenditures]) and 265-99-4198.24 (Grants, Caltrans Community Cleanup-Employment Pathway [Revenue]). Additionally, staff requests that the City Council authorize the City Manager to execute the agreement and all applicable forms on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Clean California Local Grant Program Agreement
2. Attachment B - Clean CA Grant Program - Guidelines
3. Attachment C - RGA_CCEP_Checklist

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4480
FOR COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY (CCEP) GRANT PROGRAM WITH CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS)

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **CITY OF MONTEBELLO**, hereinafter referred to as **AGENCY**, will commence on **April 1, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 1, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
    a. Reduce Waste and Beautify Public Spaces: The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
    b. Improve Public Health and Community Placemaking: The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
    c. Promote Equity for Underserved Communities: The program places a strong emphasis on advancing equity for underserved communities.
    d. Support Sustainable Practices: The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
    e. Engage Local Communities: The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
    f. Prohibit Displacement of Persons Experiencing Homelessness: The program prohibits grants from funding projects that displace persons experiencing homelessness. This

reflects the intention to address public space improvements without negatively impacting vulnerable populations.

g. Transparent and Efficient Grant Allocation: The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.

5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies 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 that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** (“Project Work”) within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **Lincoln Avenue Cleanup from San Gabriel Boulevard to Avenida De La Merced,** hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001) Budget Item 2660-130-0001 State Program Code 20.30.010.900 FY 2025/26	 $200,000.00 $200,000.00
	Total Project Costs	**$200,000.00**

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Cesar Roldan, (323) 887-1462.

   b. **CALTRANS'** District Partnership Liaison is Shirin Parsa, (213) 503-1765. "District Partnership Liaison" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   CITY OF MONTEBELLO
   Attention: Cesar Roldan, Director of Public Works
   Phone Number: (323) 887-1462
   Email: croldan@montebelloca.gov
   1600 W. Beverly Blvd
   Montebello, California 90640

   California Department of Transportation, District Partnership Liaison
   District 7 /Clean California
   Attention: Shirin Parsa, TE/Grant Manager
   Phone Number: (213) 503-1765
   Email: shirin.parsa@dot.ca.gov
   100 S. Main St.
   Los Angeles, California 90012

9. Period of Performance

   a. Reimbursable work under this RGA shall begin no earlier than on **April 1, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **November 1, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **June 30, 2027**. Work incurred after **November 1, 2027,** will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 1, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 1, 2027** (which, in total, shall not exceed 5% of the grant award).

   b. If requested by the **CALTRANS District Partnership Liaison, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$200,000.00**.

    b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

    c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

    a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to

furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2023/24 Budget. Payment for any work performed that is funded by FY 2023/24 will be delayed if the FY 2023/24 Budget is not signed by June 30, 2023. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**

g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.

h. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **June 30, 2027,** to make final allowable payments to Project contractors or vendors, and November 1, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 1, 2027**.

15. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

    a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

    c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

    d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

    e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

17. Americans with Disabilities Act

    By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

    AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor

shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

    a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

    b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

    a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract'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 discriminate unlawfully 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

    b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

    c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other

sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent

data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(h)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

    a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

        1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

        2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

        3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

        4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

        5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

        6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

        7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

    b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

    c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

    a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
    b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
    c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
    d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

a. Educational programming:

i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or

derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

30. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.

b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA.

The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.

   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.

   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 1, 2027.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.

c. Payments shall be forfeit if invoices are submitted after **November 1, 2027**.

35. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

38. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

CITY OF MONTEBELLO

By:

Printed Name:

Raul Alvarez

Title:

City Manager

Date:

CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM

By:

Printed Name:

Shirin Parsa

Title:

Transportation Engineer/Grant Manager

Date:

CALIFORNIA DEPARTMENT OF TRANSPORTATION

CLEAN CALIFORNIA PROGRAM

By:

Printed Name:

Walter Yu

Title:

Clean California Program Director

Date:

Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

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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 pledge[1].

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/

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.

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.

- 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.

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

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.

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 3, 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 1, 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.

- 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.

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)

- 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.

- 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.

- 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.

- **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.

- 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.

- **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).

Clean California CCEP Program
Restricted Grant Agreement Package Checklist

Complete Restricted Grant Agreement (RGA) packages shall be submitted through email to the Caltrans District CC Grant Coordinator. Documents listed below for Agencies submittal are to be in pdf format. It is recommended that each document be submitted as a one PDF containing all documents. Submittal will all be via email, no mailed copies of the RGA will be accepted.

The Final RGA Executed packages, once executed by Caltrans, will be returned to Agency and will include the following;

- Fully Executed RGA's signed by both the Agency and Caltrans
- CCEP Guidelines
- Approved Indirect Cost Rate (if applicable)
- Approved Grant Proposal Application

District: 7
Agency Name: City of Montebello

Project Name: Lincoln Avenue Cleanup from San Gabriel Boulevard to Avenida De La Merced

Agency shall submit to Caltrans District CC Grant Coordinator the following:

- RGA's signed by agency authorized signatory
- Approved Indirect Cost Rate (if applicable)
- Grant Application signed by agency authorized signatory
- Completed RGA Checklist

Directions:

Awardee shall complete the following checklist. Once checklist is complete, the document shall be flattened prior to submittal to the Caltrans District CC Grant Coordinator as part of the signed RGA package.

1. All Restricted Grant Agreement packages must include a completed Payee Data Record (STD 204) prior to grant agreement execution, to be submitted via email to Payee.Data.Records@dot.ca.gov. Have you submitted the Payee Data Record (STD 204) and cc'd your District CC Grant Coordinator?
   ☐ Yes ☐ N/A-one is on file already

2. If seeking reimbursement for indirect costs attach the approved Indirect Cost Rate sheet prior to grant agreement execution. Have you attached the approved indirect cost rate sheet?
   ☐ Yes ☐ N/A

3. Is Agency seeking for reimbursement payments to be electronically transferred directly to the Agency's designated banking account using an electronic funds transfer? If yes, have you submitted the Electronic Funds Transfer (EFT) Enrollment Form FA 2656 to Caltrans' Division of Accounting?
   ☐ Yes ☐ N/A

4. Has Agency attached the Grant Application, including all applicable amended documents and attachments, and signed by the individual identified as the Agency legal authority?
   ☐ Yes

5. All Restricted Grant Agreement packages must include this RGA Checklist. Have you completed this RGA checklist?
   ☐ Yes

_____	_____	_____
Local Agency Contact Name	Local Agency Signature	Date

To Be Completed by Caltrans District CC Grant Coordinator

I, the Catrans District CC Grant Coordinator for the above referenced project, have reviewed the submitted RGA package from the Agency. I have confirmed all items identified for submittal to CC Managers listed above are complete and have been submitted.

☐ Yes

District CC Grant Coordinator Name: _____ Date: _____

ITEM # 9

APPROVAL OF PROCLAMATION: NATIONAL NUTRITION MONTH

CITY OF

Montebello

PROCLAMATION

PROCLAIMING MARCH 2026 AS NATIONAL NUTRITION MONTH

WHEREAS, the month of March is recognized each year as National Nutrition Month, an annual campaign created by the Academy of Nutrition and Dietetics to promote the importance of making informed food choices and developing sound eating and physical activity habits; and

WHEREAS, proper nutrition plays a vital role in supporting overall health, strengthening immune systems, improving quality of life, and reducing the risk of chronic diseases; and

WHEREAS, healthy eating patterns combined with regular physical activity help individuals of all ages maintain a balanced lifestyle and support long-term wellness; and

WHEREAS, registered dietitians, nutrition professionals, healthcare providers, educators, and community organizations work diligently to provide residents with reliable information and resources that encourage healthy eating and active living; and

WHEREAS, the City of Montebello is committed to supporting the health and well-being of its residents by promoting access to nutritious foods, encouraging healthy lifestyles, and fostering community programs that support wellness for families, children, and seniors; and

WHEREAS, National Nutrition Month provides an opportunity for residents to learn about the benefits of healthy food choices, understand the importance of balanced meals, and explore ways to incorporate nutritious foods into their daily lives;

NOW THEREFORE, the City Council of the City of Montebello hereby proclaims the month of March as National Nutrition Month in the City of Montebello and encourages all residents to take steps toward healthier lifestyles by making informed food choices and incorporating regular physical activity into their daily routines.

Georgina Tamayo
Mayor

March 11, 2026

MONTEBELLO

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: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4193 WITH PACIFIC COAST ELEVATOR CORPORATION FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4193 between the City of Montebello and Pacific Coast Elevator Corporation, doing business as, Amtech Elevator Services to increase compensation for contract year 2025 – 2026 by $47,446; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Amtech Elevator Services provides citywide elevator maintenance and repair services to ensure the safe and reliable operation of all City facilities. On January 14, 2026, staff presented to City Council Amendment No. 1, increasing the Fiscal Year 2025–26 not-to-exceed amount to $230,694 to serve as contingency for emergency repairs. Staff is now requesting an additional $47,446 to increase the not-to-exceed amount to $278,140 for Fiscal Year 2025–26, to cover emergency repair services for the elevator located at the Senior Center. The continued operation of this elevator is critical to maintaining Americans with Disabilities Act (ADA) accessibility and ensuring that seniors and individuals with mobility limitations have safe and equitable access to programs, services, and facility amenities. Prompt repairs are necessary to prevent service disruptions and to remain compliant with accessibility requirements.

Execution of Amendment No. 2 (Attachment A) will authorize additional compensation to facilitate a one-time emergency repair of the elevator at the Senior Center, ensuring continued safe and ADA-accessible access to the facility. The agreement is administered by the Department of Public Works and funded through the Public Works Building Maintenance budget.

Sufficient funding is included in the Fiscal Year 2025–26 budget. The Senior Center emergency repair in the amount of $47,446 will be funded through Account No. 221-70-721-6040.60 (Measure A, Parks & Recreation, Maintenance and Servicing Account: Contract Services - Building Maintenance/Repairs). The recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

On May 8, 2024, the City entered into an agreement with Pacific Coast Elevator Corporation, doing business as Amtech Elevator Services, to provide citywide elevator maintenance and repair services in an amount not-to-exceed $200,694. These services are essential to ensuring compliance with the Americans with Disabilities Act (ADA) and maintaining safe, efficient, and reliable vertical transportation at City facilities. On January 14, 2026, staff returned to the City Council to increase the agreement's not-to-exceed amount to $230,694 to establish contingency funding for emergency repairs.

During the first year of the agreement, unforeseen emergency repairs were necessary to address urgent operational and safety issues at the Senior Center. To ensure users of the facility can continue accessing essential services, programs, and amenities at the Senior Center, staff is requesting an additional $47,446 to complete a one-time emergency elevator repair.

To accommodate this additional service, staff recommends approval of Amendment No. 2 to increase the contract amount by $47,446 for Fiscal Year 2025–26, resulting in a revised total not-to-exceed amount of $278,140.

Amtech Elevator Services has demonstrated extensive knowledge, expertise, and responsiveness in providing elevator maintenance and repair services. Their prompt attention to emergency service calls has enabled City elevators to remain operational with minimal service disruption, thereby supporting public access and continuity of operations across City facilities.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approving Amendment No. 2 to Agreement No. 4193 to increase the not-to-exceed amount by $47,446, for a revised total of $278,140 for Fiscal Year 2025–26. The additional funds will cover a one-time emergency repair of the elevator at the Senior Centers. Sufficient funding is included in the Fiscal Year 2025-26 operating budget, therefore no budget amendment will be required. The one-time emergency repair will be funded through Account No. 221-70-721-6040.60 (Measure A, Parks & Recreation, Maintenance & Servicing Account - Contract Services - Building Maintenance/Repairs). Staff also recommends the City Council authorize the City Manager to execute Amendment No. 2 on the City's behalf.

ATTACHMENT(S)

1. Attachment A - Agr. No. 4193 - Amtech Elevator Services - Amendment No. 2
2. Attachment B - Agr No. 4193 - Amtech Elevator Services - Amendment No. 1
3. Attachment C - Agreement No. 4193

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVATOR SERVICES

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2 "), is made and entered into this 11 day of March 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Pacific Coast Elevator Corporation doing business as ("DBA") Amtech Elevator Services, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into an agreement with Pacific Coast Elevator Corporation DBA Amtech Elevator Services for Citywide elevator maintenance and repair services dated May 8, 2024 ("Agreement"); and

WHEREAS, on January 14, 2026, the Parties entered into Amendment No. 1 to the Agreement solely for the purpose of increasing the total not-to-exceed amount from $200,694 to $230,694.

WHEREAS, additional funds are now needed to cover a one-time emergency repair of the elevator at the Senior Center to prevent the disruption of critical services to Montebello residents; and

WHEREAS, under Section 2c of the Agreement. **SERVICES/COMPENSATION**, the Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6 of the Agreement. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENT

SECTION 1. RECITALS. The foregoing recitals are true and correct, and incorporated by the Parties as a substantive part of this Amendment No. 2.

SECTION 2. SERVICES/COMPENSATION. Through this Amendment No. 2, the Parties hereby agree to increase the total not-to-exceed compensation amount from two hundred and thirty thousand six hundred and ninety-four dollars ($230,694.00) to two hundred and seventy-eight thousand one hundred and forty dollars ($278,140.00).

SECTION 3. INCORPORATION OF REMAINING TERMS. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[*END OF AMENDMENT NO. 2*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**PACIFIC COAST ELEVATOR CORPORATION** **DBA AMTECH ELEVATOR SERVICES**
Raul Alvarez, City Manager	Kasie Lambert, Branch Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVAOR SERVICES

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1 "), is made and entered into this 14th day of January 2026, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Amtech Elevator Services, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into an agreement with Pacific Coast Elevator Corporation, doing business as, Amtech Elevator Services for Citywide elevator maintenance and repair services dated May 8, 2024 ("Agreement"); and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 2c. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2(c) of the Agreement Services/Compensation imposes the total not-to-exceed compensation amount of $200,694. The total not-to-exceed compensation amount is hereby amended to $230,694.

SECTION 2. Except as expressly modified or supplemented by this Amendment No.1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No.1 shall control.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

Raul Alvarez (Feb 4, 2026 15:02:11 PST)

Raul Alvarez, City Manager

("CONSULTANT")

AMTECH ELEVATOR SERVICES

Kasie Lambert
Kasie Lambert (Feb 4, 2026 07:58:59 PST)

Kasie Lambert, Branch Manager

ATTEST:

Christopher Jimenez (Feb 4, 2026 17:11:58 PST)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman (Feb 4, 2026 16:54:45 PST)

Arnold M. Alvarez-Glasman, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2025

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	CONTACT NAME: .	
MARSH USA, LLC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Otis.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
CN103059650-Otis-STAND-25-26	INSURER A : National Union Fire Insurance Co. Of Pittsburgh, PA	19445
INSURED Pacific Coast Elevator Corporation 3041 Roswell St. Los Angeles, CA 90065	INSURER B : AIU Insurance Co	19399
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-012197214-04 **REVISION NUMBER:** 4

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY | X | PRO-JECT | LOC OTHER:			016915832 '"$2,000,000 General Aggregate"' '"Per Project / Location"'	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
A B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS X HIRED AUTOS ONLY | X NON-OWNED AUTOS ONLY			016915830 (AOS) 016915831 (MA)	12/01/2025 12/01/2025	12/01/2026 12/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X **UMBRELLA LIAB** | X OCCUR **EXCESS LIAB** | CLAIMS-MADE DED | RETENTION $			016933392	12/01/2025	12/01/2026	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		016933391 (AOS) 016933393 (WI)	12/01/2025 12/01/2025	12/01/2026 12/01/2026	X PER STATUTE | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to Contract No: DVA06368.

Project: Various CA Facilities under Agreement #4193. Term: 5/8/2024-6/30/2027. Customer #51736770.

CITY OF MONTEBELLO, its officers, employees, agents and volunteers is/are included as additional insured (except workers compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of Subrogation is included if required by contract. Contractual Liability is provided to the extent afforded by the above general liability policy.

Continued on Acord 101.

CERTIFICATE HOLDER

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

CANCELLATION

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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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC. POLICY NUMBER	Pacific Coast Elevator Corporation 3041 Roswell St. Los Angeles, CA 90065
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Continued from Description of Operations:

Umbrella Provides Limits Excess Of The General Liability, Auto Liability And Employer Liability Insurance Policies Identified On This Certificate.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2025

forms a part of policy No. 016-915-830

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is aubjact to tha following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation **effective** date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the insured, notice of such cancellation will be provided within (1Ol days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will besufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) **who were** issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holderls) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

THIS **ENDORSEMENT CHANGES THE POLICY. PLEASE READ** IT **CAREFULLY.**

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Fonn apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the Other **Insurance** - **Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured• is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not **seek** contribution from any other insurance available to such "insured".

©Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: OTIS WORLDWIDE CORPORATION

Endorsement Effective Date: 12/01/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED, IN WRITTEN CONTRACT, WILL BE ENTITLED TO THIS WAIVER OF OUR RIGHTS OF RECOVERY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

ENDORSEMENT

This endorsement, effective 12:01 A.M. **12/01/2025**

forms a part of Policy No. **016-91-5832**

issued to **OTIS WORLDWIDE CORPORATION**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR ONGOING OPERATIONS (AS PER ISO FORM CG 20 10 07 04 **OR ITS EQUIVALENT).**	ANY LOCATIONS THAT IS COVERED BY, OR SUBJECT TO A WRITTEN CONTRACT UNDER WHICH AMTECH ELEVATOR COMPANY HAS AGREED TO PROVIDE THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section** II - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Authorized Representative or Countersignature (in States Where Applicable)

MANUSCRIPT

ENDORSEMENT

This endorsement, effective 12:01 A.M. **12/01/2025**

forms a part of Policy No. **016-91-5832**

issued to **OTIS WORLDWIDE CORPORATION**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Oraanization(s):	location And Descriotion Of Comoleted Ooerations
ANY PERSON OR ORGANIZATION WHOM AMTECH ELEVATOR COMPANY HAS THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR COMPLETED OPERATIONS (AS PER ISO FORM CG 20 37 07 04 OR ITS EQUIVALENT)	**ALL LOCATIONS THAT ARE LISTED IN WRITTEN CONTRACTS OR AGREEMENTS**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization{s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

Authorized Representative or Countersignature (in States Where Applicable)

MANUSCRIPT

ENDORSEMENT MAN #014

This endorsement, effective 12:01 **A.M.** 12/01/2025

forms a part of Policy No. 016-91-5832

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS **ENDORSEMENT CHANGES** THE **POLICY. PLEASE READ ITCAREFULLY.**

BLANKET ADDITIONAL INSURED - WORK PERFORMED BY OR ONBEHALF OF OTIS **WORLDWIDE CORPORATION**

It is agreed and understood that, solely as respects work performed by or on behalf of Otis Worldwide Corporation and its subsidiaries and affiliates, including but not limited to North American Elevator Services Acquisition Corporation, North American Elevator Services Central, Inc., Delta Elevator Services Company, Pacific Coast Elevator Company, Amtech Elevator Services, and any of their subsidiaries (for the purpose of the endorsement, "you"):

1. WHOIS AN INSURED (Section II) is -amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this "policy period" and executed prior to the occurrence of any loss, as permissible under the governing law.
2. The insurance provided to the. additional insured is limited as follows:
   a. The person or organization is only an additional insured with respect to liability caused by "your work" or your ongoing operations for that additional insured. The additional insured· status applies only to the extent of your liability for "bodily injury", "property damage" or "personal and advertising injury" caused by.: Ii) your acts or omissions; or (ii) the acts ·or omissions of those acting on your behalf. In the event that the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract. This endorsement shall not increase the limits stated in LIMITS OF LIABILITY (Section III).
   b. This policy does not apply to· "bodily injury"' or "property damage" arising out of "your work." included in the "products-completed operations hazard',' unless you are required to provide such coverage by written contract or' written agreement and then only for the period of time required by the contract and in no event beyond the "policy ·period".
   c. This policy does not apply to any person or organization for whom you have procured separate. liability insurance while such insurance is in effect, regardless of whether the scope or limits of liability exceed those of such other insurance or whether such other insurance is valid and collectable.
3. With respect to any entity provided insurance under this endorsement, any coverage provided to an additional insured shall be excess over any other valid and collectible insurance available to the· additional insured, whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
4. As soon as practicable, each additional insured must give. us prompt notice of any "occurrence" or "offense" which may result in a "claimH, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.
5. The provisions set forth in Paragraph 5 of Section II - Who is An Insured do not apply to Otis Worldwide Corporation or any of its subsidiaries or affiliates as dei•bc::s1uL

Authonzetiva or Countersignature (in **States Where Applicabla)**

ENDORSEMENT

This endorsement, effective 12:01 **A.M.** 12/01/2025

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issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. **PLEASE READ** IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the insured, notice of such cancellation will be provided within {101days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will besufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the data the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

Authorized Representative or Countersignature (in States Where Applicable)

ENDORSEMENT

This endorsement, effective 12:01 **A.M.** 12/01/2025

forms a part of Policy No. 016-91-5832

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE **COMPANY** OF PITTSBURGH, PA.

THIS **ENDORSEMENT CHANGES** THE **POLICY. PLEASE READ** IT **CAREFULLY.**

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE POLICY

A. The amended **Other Insurance** condition in Paragraph **B.** below applies only to persons or organizations qualifying additional insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization· qualifying **es a** Named Insured under this policy, the **Other Insurance** condition is not amended and continues to apply on an excess basis.

B. With respect to insurance provided to persons or organizations described in **Paragraph A.** above, the **Other Insurance** condition in the **Conditions** Section is replaced by the following:

Other Insurance

1. **Primary OtherInsurance**

If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary, Additionally, to the extent that you **have agreed** with an additional insured that this insurance shall apply on a non-contributory basis with other insurance available to that additional insured, we will not seek contribution from such additional insured's other insurance.

If other insurance is also primary, we will share with all· that other insurance by the method described in Paragraph 2·. below,

2. Method Of **Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until i.t has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of allinsurers.

Authorized Representative or Countersignature (in States Where Applicable)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s} Or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown **above, will** be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of** Rightl Of **Recovery Againat Others To U1** of **Section** IV - **Conditions:**

We waive any right of recovery against the person{sl or organization{s} shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s} shown in the Schedule **above.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2025 forms a part of Policy No. WC 016933391

Issued to **OTIS WORLDWIDE CORPORATION**

By **AIU INSURANCE COMPANY**

LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer,** either directly or through its broker of record, either:

   (a) the name of the entity shown on the certificate, a contact name at each such entity and the U.S. Postal Service address of each such entity; or

   (b) the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer will** provide advice of cancellation (the "Advice") to such Certificate Holders within .1Q days after the **Named Insured** provides such information to the **Insurer;** provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer.**

Proof of the **Insurer** emailing or mailing the Advice, using the information provided by the **Named Insured,** will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 57
(Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER **FROM** OTHERS ENDORSEMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different dale is indicated below.

(The following• attaching clause" m,ed be completed only when this end01S8ment is issued subsequent to preparation of the policy).

This endorsement, effective 12:01AM 12/01/2025 forms a part of Policy No. WC 016933391

Issued to OTIS WORLDWIDE CORPORATION

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. **We will** not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the wor1< described in the Schedule.

[redacted]

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST UNDER ANY CONTRACT OR AGREEMENT, YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2026

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. 20 CHURCH STREET HARTFORD, CT 06103 CN103059650-OtisW-OWP-25-26	**CONTACT NAME:** .	
	PHONE (A/C, No, Ext):	**FAX (A/C, No):**
	E-MAIL ADDRESS: Otis.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : AIG Specialty Insurance Company	26883
INSURED Pacific Coast Elevator Corporation 3041 Roswell St. Los Angeles, CA 90065	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-012528403-01 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROFESSIONAL LIABILITY			3609407	12/01/2025	12/01/2026	2,000,000 / CLAIM 4,000,000 / AGGR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to Contract No: DVA06368.

Project/ Location Of Work: Various CA Facilities under Agreement #4193. Term: 5/8/2024-6/30/2027. Customer #51736770.

CERTIFICATE HOLDER

City Of Montebello
1600 West Beverly Blvd
Montebello, CA 90640

CANCELLATION

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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CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4193
WITH AMTECH ELEVATOR SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 8th, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **AMTECH ELEVATOR SERVICES** (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 contractor to repair and maintenance elevators within the Police Department, Parks, Golf, and Transportation Departments; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 24 – 11 on February 15, 2024; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its training, education, and experience, and submitted a response to the RFP; 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. RFP 24 - 11
c. Proposal referenced.
d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the services in RFP 24 – 11 and consultant'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 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 for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. 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, 2027, unless terminated earlier as hereinafter provided. This Agreement may be extended for two (2) additional one (1) year periods, by a written mutual agreement signed by both parties.

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

SECTION 4. PERFORMANCE.

a. The 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 Consultant 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, 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 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.

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 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.

b. Termination for Convenience: The CITY shall have the option, at its sole discretion to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR or SUBCONTRACTOR 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 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 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, $4,000,000 aggregate.

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 CONTRACTORS'S profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Principal Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebelloca.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 the 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 subconsultants, 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-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 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-consultants. 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: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebelloca.gov
With a copy to:	City of Montebello – City Clerk's Office 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887 – 1200 Email: cityclerk@montebelloca.gov
If to Consultant:	AMTECH ELEVATOR SERVICES Kasie Lambert, Branch Manager 3041 Rosewell Street Los Angeles, CA 90065 (213)442-8859 Email: Kasie.lambert@amtechelevator.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-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 CONTRACTOR 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 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 CONSULTANT 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]

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

Raul Alvarez, City Manager

("CONTRACTOR")

AMTECH ELEVATOR SERVICES

Kasie Lambert
Kasie Lambert (Apr 17, 2024 15:20 PDT)

Kasie Lambert, Branch Manager

ATTEST:

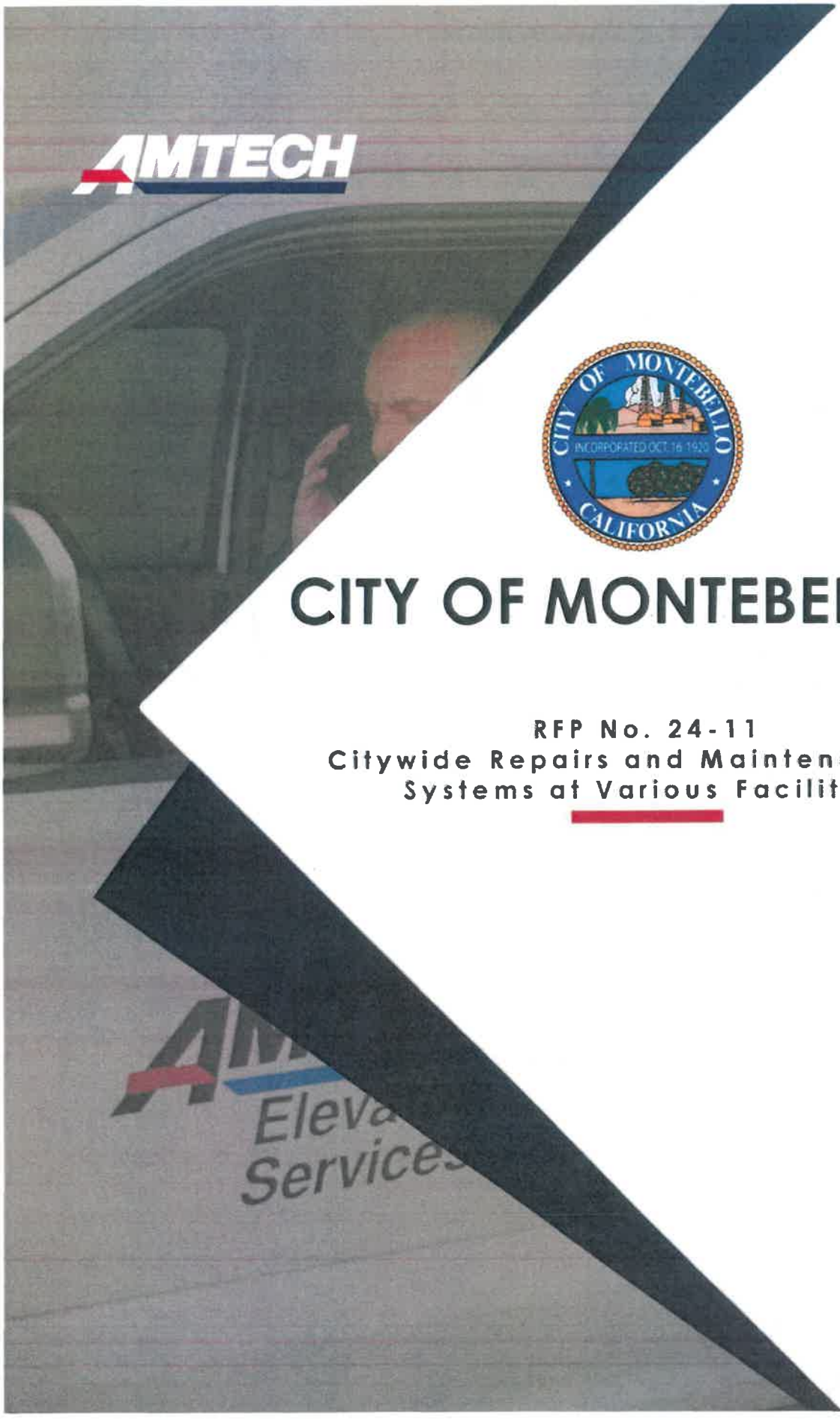
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 24-11
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements
- Exhibit D – Live Scan Fingerprinting Requirement



CITY OF MONTEBELLO

RFP No. 24-11
Citywide Repairs and Maintenance of Systems at Various Facilities

COVER LETTER

March 21, 2024

City of Montebello
Department of Public Works

Re: RFP-Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

We appreciate the opportunity to share the enclosed bid package for Elevator

Maintenance Services for the City of Montebello.

We hope to demonstrate in this RFP response our manpower and support infrastructure for all products covered by this RFP. Amtech Elevator currently maintains several municipalities throughout Southern California which makes Amtech Elevator uniquely qualified to meet your expectations.

Amtech Elevator feels strongly that we understand the scope of work included in the RFP package and accept the terms of the agreement.

We look forward to discussing the details associated with our RFP submission.

*RFP shall be incorporated in its entirety as a part of the
Firm's quote.
*All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
*Amtech Elevator shall allow all authorized federal, state, county, and the City of Montebello official's access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years.
*Amtech Elevator shall comply with the California Labor Code
pursuant to said regulations entitled: Federal Labor Standards provisions; Federal prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
*Amtech Elevator Shall comply with the Copeland Anti-kickback Act (18 USC 874 C) and the implementation regulation (29 CFRR 3) issued pursuant thereto, and any amendments thereof.

Thank you again for the opportunity to bid this RFP.

Christina Bonomo,
Business Development Manager
Christina.Bonomo@amtechelevator.com
626-328-3743

Exhibit B- Project Approach
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

(Please add any additional information to the back of this exhibit)

As a current maintenance provider for several municipalities throughout Southern California, Amtech Elevator has a unique understanding of the City of Montebello's high expectations and level of service detailed in this RFP.

Amtech Elevator Services goal is to provide the following:

* 24-hour Dispatch via Amtech Service Line
* Perform all State of California required testing and provide reports to the State.
* Determine a course of action for long term longevity of equipment.
* Perform proactive maintenance on a monthly basis
* Proactive communication to ensure the City of Montebello always has clear action plans for planned and/or unplanned services and repairs.

To complete these goals, Amtech Elevator will develop a comprehensive maintenance program tailored to the needs of the City of Montebello. Amtech's quality objectives are to improve customer loyalty, reduce service calls, and minimze downtime.To achieve our objectives, Amtech will provide superior service by strengthening onsite customer relations and continously improve the quality of our solutions and processes.

PROJECT APPROACH

Amtech Elevators' approach to interfacing with the City of Montebello during standard and specialized projects is to clearly communicate with all facility personnel to ensure a clear understanding of maintenance scope, timelines, and special requirements.

We specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. We offer a unique ability to provide Local & National engineering support to ensure your facilities meets the uptime requirements of your operation.

Our extensive parts inventory and comprehensive safety program will allow us to maintain the City of Montebello with the flexibility of a small local company, with access to the resources of a large worldwide corporation.

1. PRE-START MEETING

- Introduce team to building personnel
- Discuss special protocol/schedule for technicians
- Discuss City of Montebello's safety and procedural requirements

2. FIRST WEEK

- Inspect machine rooms
- Verify wiring diagrams are in place
- Verify fuse sizes
- Check that no jumpers are on equipment
- Install safety stickers
- Post fire service testing logs
- Inspect Cartops and Pits

3. AFTER 30 DAYS

- Provide ongoing equipment Quality and Safety inspections to minimize disruption and unplanned events.
- Amtech Account Manager to regularly communicate with the City of Montebello Facilities, on equipment action plans, material order status, job site updates.
- Review maintenance and repair schedules, for repairs, required testing and extended down time maintenance procedures.

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

Date: March 21 20 24

Bidder: Amtech Elevator Services

Tax Identification No.: 06-141-7004 CSLB No.: 737286

D.I.R. Registration No.: 1000007601

Contact Person: Christina Bonomo

Address: 3041 Roswell Street

City: Los Angeles State: CA Zip Code: 90065

Telephone: 626-328-3743 Email: Christina.Bonomo@amtechelevator.com

History of the Company

(Please add any additional information to the back of this exhibit)

Amtech Elevator has been serving the Los Angeles area since 1969. Originally a subsidiary of the ABM group of Building Services Companies, Amtech Elevator was acquired by by United Technologies, a Fortune 500 Company, under the Otis Elevator division in 2003. Otis Elevator is the oldest and largest elevator company in the world, employing 60,000+ skilled employees worldwide. Upon Otis Elevator acquiring Amtech Elevator Services, Amtech Elevator is now even sronger, benefiting from the broad and deep resources offered by its parent company. Including, environmental and safety policies,extensive engineering resources and product/parts availability, yet continues to operate independently, as a locally based company.

COMPANY OVERVIEW

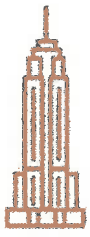
3041 Roswell Street
Los Angeles, CA 90065

12921 166TH Street
Cerritos, CA 90703

Amtech Service Line	(844) 258-1523
Christina Bonomo (Primary contact during RFP process) Business Development Manager	(626) 328-3743
Kasie Lambert Branch Manager	(213) 442-8859
Dun & Bradstreet Number	039674587
Tax Identification Number	06-141-7004

200+
EMPLOYEES

60+
SERVICE MECHANICS



Est. 1853
YONKERS, NEW YORK

Subsidiary of
Otis Elevator

>9,000
UNDER SERVICE

Exhibit A- Bidder Information

for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

Key differentiating factors and area of expertise
(Please add any additional information to the back of this exhibit)

*Flexibility of a small local company, with resources of a large worldwide corporation.

*Engineering expertise across all equipment types and brands (elevators and escalators)

*Expert online technical diagnostic support for field technicians

*Otis worldwide engineering resources

*Extensive local and national inventory of replacement parts

Amtech services all equipment makes and models, both currently supported products and/or no longer supported (obsolete or discontinued) elevator equipment.

Prior experience performing similar government/public agencies.
(Please add any additional information to the back of this exhibit)

Please see attached:

Municipalities Currently On Service

	City of Pasadena	City of Burbank	City of Los Angeles
No. of Units	22	45	40

	City of Oxnard	City of Santa Ana	City of West Covina
No. of Units	18	30	2

	City of Torrance	City of Placentia	City of Downey
No. of Units	17	2	3

	City of Norwalk	City of San Bernardino	City of Manhattan Beach
No. of Units	11	11	12

	City of Moreno Valley	City of Rancho Cucamonga	City of Escondido
No. of Units	2	3	19

	City of Compton
No. of Units	6

Exhibit A- Bidder Information
for
City of Montebello
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities

List of personnel to be used on the project with description of their qualifications and experience.
(Please add any additional information to the back of this exhibit)

Please see attached:

AMTECH

Glendale Office
3041 Roswell St.
Los Angeles, CA 90065

24/7 Service Dispatch
844-258-1523

Branch Contact Information

Branch Manager

Kasie Lambert

Cell: 213-442-8859
Kasie.Lambert@amtechelevator.com

5 years of experience managing Amtech Glendale Office.

Service Supervisor

Chad Boyer

Cell: 213-590-7480
Chad.Boyer@amtechelevator.com

10 years experience as an elevator technician

Account Manager

Steve Park

Cell: 213-494-6872
Steve.Park@amtechelevator.com
20 years of experience as an Account Manager

Mechanics

Elevator Service Mechanic (2016 - Current)

Jessy Velasquez, Amtech Elevator Mechanic
Liftech Elevator Services - Los Angeles, California
- Elevator Repair Mechanic (2021 - Current)
- Elevator Modernization (2016-2021)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, US Elevator.

Training: IUEC Local 18 mechanic certification

Colin Kately, Amtech Elevator Mechanic

Amtech Elevator Services - Los Angeles, California
- Elevator Service Mechanic (2016 - Current)

Mitsubishi Electric Elevators - Los Angeles, California
- Elevator Repair Mechanic (2006 - 2016)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, US Elevator.

Training: IUEC Local 18 mechanic certification

Jim Martin, Amtech Elevator Adjustor

Amtech Elevator Services - Los Angeles, California
- Elevator Adjustor (2016 - Current)

Thyssen Krupp Elevator - Los Angeles, California

- Elevator Service Mechanic (1993 - 2011)

Equipment Experience: KONE, Montgomery, Otis, Delta, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, Swift, US Elevator.

Training: IUEC Local 18 mechanic certification

Certifications:
City of Los Angeles – Journeyman elevator mechanic license
State of California – Certified Competence Conveyance Mechanic

TEAM QUALIFICATIONS

Locally, Amtech Elevator is managed by a Regional Director, Jim Strachan, who oversees the two Amtech Southern California offices. The following are key personnel who will be managing your accounts:

AMETCH ORGANIZATION HIGHLIGHTS

MECHANICS/ HELPERS	OFFICE EMPLOYEES	CONSTRUCTION SUPERINTENDENTS	SERVICE & MOD SUPERVISORS	ADJUSTORS	PROJECT MANAGERS	TOTAL ASSOCIATES	UNITS ON SERVICE
140	50	1	3	4	2	200	9000+

KASIE LAMBERT
General Manager
Los Angeles

CHAD BOYER
Service Supervisor

CHRIS BARNES
Service Supervisor

ZACK MCCALISTER
Project Manager

JIMMIE MARTIN
Repair Supervisor

BLESSING NDON
State & City Compliance

ALEJANDRA RAMIREZ
Repair Coordinator

MARY ORTEGA
Office Manager

DONNA GAGE
Collections Specialist

CHRISTINA BONOMO
Business Development Manager

STEVE PARK
Account Manager

RACHEL RAZOM
Account Manager

J'VAUGHN AUBRY
Account Manager

ALEJANDRA GARCIA
Account Manager

dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 737286 Entity CORP

Business Name PACIFIC COAST ELEVATOR
CORPORATION DBA AMTECH
ELEVATOR SERVICES

Classification(s) C11

Expiration Date 06/30/2025 www.cslb.ca.gov

[redacted]

Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento, CA 95826

Licensee Signature

Contractor Information

Legal Entity Name
PACIFIC COAST ELEVATOR CORPORATION
Legal Entity Type
Corporation
Status
Active
Registration Number
1000007601
Registration effective date
07/01/23
Registration expiration date
06/30/24
Mailing Address
120 S Central Ave Ste 350 Clayton 63105 MO Unite...
Physical Address
9800 FIRESTONE BLVD DOWNEY 90241 CA United
Email Address
cls-blms@wolterskluwer.com
Trade Name/DBA
AMTECH ELEVATOR SERVICES
License Number (s)
CSLB:737286
CSLB:737286

Registration History

Effective Date	Expiration Date
05/11/18	06/30/19
05/01/17	06/30/18
05/09/16	06/30/17
06/26/15	06/30/16
01/29/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/22
07/01/22	06/30/23
07/01/23	06/30/24

Legal Entity Information

Corporation Entity Number: C2004549
Federal Employment Identification Number:
President Name: Joe Armas
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:
Agent of Service Name: C T Corporation System
Agent of Service Mailing Address: 330 N Brand Blvd, STE 700 Glendale 912

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

MONTEBELLO

City of Montebello
RFP 24 - 11
Citywide Repairs and Maintenance of Elevator Systems at Various Facilities
Appendix E – REFERNCES

Entity Name City of Pasadena

Business Address 100 N. Garfield Ave. Pasadena, CA 91101

Name of Contact Sarkis Bekmezian

Title Contact Electrical Superintendent-Public Works Department

Telephone Number of Contact (626) 999-7689

Email of Contact sbekmezian@cityofpasadena.net

Description of Project Elevator Maintenance and Repair -30 Units

Date of Service 2017-Present

Entity Name City of Burbank-Public Works Department

Business Address 124 S. Lake Street Burbank, CA 91502

Name of Contact Kenny Armenta

Title Contact Facilities Maintenance Manager

Telephone Number of Contact (818) 421-1829

Email of Contact karmenta@burbankca.gov

Description of Project Elevator Maintenance and Repair-34 Units

Date of Service 2022-Present

Entity Name City of Santa Ana

Business Address 20 Civic Center Plaza Santa Ana, CA 92701

Name of Contact Phil Neff

Title Contact Director of Facilities

Telephone Number of Contact 714-719-2526

Email of Contact PNeff@santa-ana.org

Description of Project Elevator Maintenance and Repair -30 Units

Date of Service 2020-Present

Exhibit D- As Needed Services'

As-Needed Elevator Maintenance and Repair Services

The Respondent, in compliance with the above referenced project, having examined the specifications, City of Montebello Insurance Requirements, City of Montebello terms and conditions, related documents and the sites of the proposed work, and having become completely familiar with local conditions surrounding the proposed work, including the availability of materials and labor, hereby propose to perform all work at rates stated below, which are to cover all expenses incurred in performing the work.

SCOPE: As-Needed Elevator Maintenance and Repair Services

Service Technicians

	Regular Time	Regular Time (Overtime)
Classifications	Rate $/Hr.	Rate $/Hr.
Laborer	N/A	N/A
Apprentice	245.00	490.00
Journeyman	350.00	710.00

Above labor rate shall be fixed for the duration of the contract. Labor rate shall be inclusive of all supervision, profit, overhead, insurance, bonding, etc.

Materials shall be billed at Contractor's direct cost plus 20 %

Minimum service call 0 Hours.

Truck charge $ 0

Subcontracted services -Direct cost plus 20 %

Contractors Legal Name: Pacific Coast Elevator Corporation dba Amtech Elevator Services

Contractor's License No.: 737286

Signature: _____ Date: 3-21-24

"SAMPLE"

Service and Repair Order

3/18/2024

CUSTOMER NAME
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

AMTECH ELEVATOR SERVICES
3041 ROSWELL ST
LOS ANGELES, CA 90065

AMTECH CONTACT
Christina Bonomo
Phone:
Email:
Christina.Bonomo@amtechelevator.com

PROJECT LOCATION
SENIOR CITIZENS CENTER
215 S. TAYLOR AVE
MONTEBELLO, CA 90640

PROPOSAL NUMBER
QTE-001862895

SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
UNIT-001199807	SENIOR CITIZENS CENTER

SCOPE OF WORK

SAMPLE ELEVATOR REPAIR PROPOSAL

Amtech will provide parts and labor necessary to <insert text>. We will adjust for proper operation after repair.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

SERVICE AND REPAIR ORDER

PRICE
$1,787.50
One thousand seven hundred eighty-seven and 50/100 dollars

This price is based on a **zero** percent **(0%) downpayment** in the amount of $0.00.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a downpayment of zero percent (0%) of the base contract amount.
- The downpayment amount is due in full prior to Amtech ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
75%	- 5%	
100%	- 10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

CITY OF MONTEBELLO	Amtech Elevator Services
Date:	Date:
Signed:	Signed:
Print Name:	Print Name: Kasie Lambert
Title:	Title: Sr Manager & GM - Amtech Glendale
Email:	Email:

Company Name: CITY OF MONTEBELLO

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____
(Name of Principal or Owner)

SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of percent (0.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Amtech personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Amtech shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by a Amtech maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Amtech shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

SERVICE AND REPAIR ORDER

the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

11. To the fullest extent permitted by law, you agree to defend, indemnity, and hold Amtech harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Amtech's sole negligence. In the event that Amtech is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Amtech's sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Amtech a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least $2,000,000 for personal injury or death, and $2,000,000 for property damage, naming Amtech as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Amtech. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Amtech. You shall provide Amtech with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Amtech incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.amtechelevator.com. Customer agrees that is will disseminate these procedures throughout its organization to the appropriate personnel who interact with Amtech personnel while Amtech personnel are working on site at Customer's facility. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
14. This Contract will be deemed voidable, even after execution, if it is determined by Amtech that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Amtech or otherwise apply to Amtech operations.
15. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Exhibit "B"

SCHEDULE OF COMPENSATION

LOCATION	YEAR 1 ANNUAL COST	YEAR 2 ANNUAL COST	YEAR 3 ANNUAL COST	YEAR 4 ANNUAL COST (IF EXTENDED)	YEAR 5 ANNUAL COST (IF EXTENDED)
Elevator 1 - Police Department Passengers (3 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 2 - Police Department Passengers (4 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 3 - Reggie Rodriguez Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 4 - Transportation Building Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 5 - Senior Citizens Center Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 6 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
Elevator 7 - Quiet Cannon Passengers (2 Floors)	$ 2,040.00	$ 2,111.40	$ 2,185.30	$ 2,261.78	$ 2,340.94
TOTAL ANNUAL COST (FOR ALL SERVICES/LOCATIONS)	$16,320.00	$ 16,891.20	$ 17,482.40	$ 18,094.24	$ 18,727.52

Submitted by (Company Name): Amtech Elevator Services

Contact Person: Christina Bonomo

Company Address: 3041 Roswell Street

City, State, Zip: Los Angeles, CA 90065

Phone Number: 626-328-3743

Contact E-mail: Christina.Bonomo@amtechelevator.com

Contractor License #: C-11 737286

Signature:

Date: 3-21-24

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of 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 any 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, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

Exhibit "D"

LIVE SCAN FINGERPRINTING REQUIREMENT

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 20 CHURCH STREET, 6TH FLOOR HARTFORD, CT 06103 CN103059650-Otis-STAND-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Otis.CertRequest@marsh.com
INSURED Amtech Elevator Services 1289 N. Post Oak Rd. Suite 100 Houston, TX 77055	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Co. Of Pittsburgh, PA — 19445 **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011937817-01 **REVISION NUMBER:** 10

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	X COMMERCIAL GENERAL LIABILITY			9941236	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			"$2,000,000 General Aggregate"			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				"Per Project / Location"			MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7620238 (AOS)	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO			7620239 (MA)	12/01/2023	12/01/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			9941238	12/01/2023	12/01/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			049154390 (AOS)	12/01/2023	12/01/2024	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			049154391 (CA)	12/01/2023	12/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			049154392 (WI)	12/01/2023	12/01/2024	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)

This certificate only applies to Contract No: Bid - RFP NO. 24-11

Project: Citywide Repairs and Maintenance of Elevator Systems at Various Facilities 1600 West Beverly Boulevard Montebello, CA 90640

CITY OF MONTEBELLO, its officers, employees, agents and volunteers is/are included as additional insured (except workers compensation) when required by written contract and/or agreement. Insurance, when applicable to an additional insured and when specified in a written agreement among the parties, applies on a primary basis with no contribution by the additional insured. Waiver of Subrogation is included if required by contract. Contractual Liability is provided to the extent afforded by the above general liability policy.

CERTIFICATE HOLDER

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD
MONTEBELLO, CA 90640

CANCELLATION

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 762-02-38

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company f or nonpayment of premium, or by the Insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Manuscript

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023 forms a part of Policy No. WC 049154391

Issued to OTIS WORLDWIDE CORPORATION

By AIU INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, either:

   (a) the name of the entity shown on the certificate, a contact name at each such entity and the U.S. Postal Service address of each such entity; or

   (b) the email address of a contact at each such entity; and

3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") to such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

Proof of the Insurer emailing or mailing the Advice, using the information provided by the Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.

2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 57
(Ed. 04/11)

POLICY NUMBER: 762-02-38

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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POLICY NUMBER: 762-02-38

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	OTIS WORLDWIDE CORPORATION
Endorsement Effective Date:	12/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization whom you have agreed, in written contract, will be entitled to this waiver of our rights of recovery
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU HAVE, THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR ONGOING OPERATIONS (AS PER ISO FORM CG 20 10 07 04 OR ITS EQUIVALENT).	ANY LOCATIONS THAT IS COVERED BY, OR SUBJECT TO A WRITTEN CONTRACT UNDER WHICH AMTECH ELEVATOR COMPANY HAS AGREED TO PROVIDE THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM AMTECH ELEVATOR COMPANY HAS THROUGH WRITTEN CONTRACT, AGREED TO PROVIDE INSURANCE PROTECTION FOR LIABILITY CAUSED BY YOUR COMPLETED OPERATIONS (AS PER ISO FORM CG 20 37 07 04 OR ITS EQUIVALENT)	ALL LOCATIONS THAT ARE LISTED IN WRITTEN CONTRACTS OR AGREEMENTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 12/01/2023

forms a part of policy No. 994-12-36

issued to OTIS WORLDWIDE CORPORATION

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANC E POLICY

A. The amended Other Insurance condition in Paragraph B. below applies only to persons or organizations qualifying additional Insureds under this policy, subject to all other applicable terms and conditions not modified by this endorsement.

As respects any person or organization· qualifying as a Named Insured under this policy, the Other Insurance condition is not amended and continues to apply on an excess basis.

B. With respect to insurance provided to persons or organizations described in Paragraph A. above, the Other Insurance condition in the Conditions Section is replaced by the following:

Other Insurance

1. Primary Other Insurance
If you have agreed in a written contract or written agreement to provide primary insurance to the additional insured, then this insurance will be primary, Additionally, to the extent that you have agreed with an additional insured that this insurance shall apply on a non-contributory basis with other Insurance available to that additional insured, we will not seek contribution from such additional insured's other Insurance.

If other insurance is also primary, we will share with all· that other insurance by the method described in Paragraph 2·. below,

2. Method Of Sharing
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until i.t has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of Insurance to the total applicable limits of insurance of all Insurers.

MANUSCRIPT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the Insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following " attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 12/01/2023 forms a part of Policy No. WC049154391

Issued to OTIS WORLDWIDE CORPORATION By

A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

[redacted]

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST UNDER ANY CONTRACT OR AGREEMENT, YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.	

WC 04 03 06 (Ed. 04/84)

Countersigned by _____

Authorized Representative

AGR. 4193 AMTECH

Final Audit Report 2024-04-17

Created:	2024-04-17
By:	Jacqueline Leon (jleon@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQIoVl4pvZkF5M96qTkbF4qUTwQEzUmWX

"AGR. 4193 AMTECH" History

Document created by Jacqueline Leon (jleon@montebelloca.gov)
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Document e-signed by Kasie Lambert (kasie.lambert@amtechelevator.com)
Signature Date: 2024-04-17 - 10:20:41 PM GMT - Time Source: server

Agreement completed.
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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: **APPROVE SUBMISSION OF THE FISCAL YEAR 2026-27 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program (Measure W) Annual Expenditure Plan for Fiscal Year 2026-27; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Los Angeles County Safe, Clean Water (SCW) Program Fiscal Year 2026-27 local return allocation for Montebello is estimated at approximately $862,000. Under the SCW Municipal Program, 40% of the funding is allocated to cities as local return with maximum flexibility. Eligible activities include project development, design, construction, effectiveness monitoring, operations and maintenance, programs and studies related to protecting and improving water quality. The City will receive direct funding via the Municipal Program proportional to the revenues generated within the City's boundaries.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this $33.3 million project is complete. The City has a contribution amount of $4,532,424 towards this project. The Annual Plan Program for FY 2026-27 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project in the amount of $252,702. The City will also contribute $36,000 annually for operation and maintenance expenses.

Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund (Fund 229) and will not impact the General Fund. The FY 2025-26 budget includes appropriations for these and related expenses in Fund 229. Subsequent budgets will be developed to include appropriations for eligible expenditures. The payment schedule per the terms of the agreement is as follows:

Invoice No.	Amount	Payment Date
1	$700,000	6/10/2021
2	$800,000	6/9/2022
3	$758,106	7/6/2023
4	$758,106	1/11/2024
5	$758,106	12/5/2024
6	$252,702	12/30/2025
7	$252,702	12/30/2026
8	$252,702	12/30/2027
Total:	**$4,532,424**	

The balance of the annual funds is programmed for administrative programs, operation and maintenance activities related to regulatory compliance. For the upcoming fiscal year, the table below lists the expenditures, budgets for the expenditures, and total budget for the City's SCW Program Payment.

Expenditure Type	Expenditure Name	Expenditure Budget
Project 1	East Los Angeles Sustainable Median Stormwater Project	$252,702
Project 2	East Los Angeles Sustainable Median Stormwater Project O & M	$36,000
Project 3	Citywide Catch Basin CPS Inserts Installation Project – CP 931	$281,925
Program 1	CWE - Stormwater and Urban Runoff Monitoring and Reporting	$200,000
Program 2	Water Quality Programs Administration and Coordination	$55,000
Program 3	Catch Basin Cleaning	$133,000
	Total:	**$958,627**

The City will have a carry-over of $88,861 from FY 2025–26, which is separate from the $862,000 SCW Municipal Program payment the City will receive for FY 2026-27. The $862,000 in revenue will be recorded in Account No. 229-99-3630.70 (Special Revenue Measure W), and the corresponding $862,000 in expenditures will be recorded in Account No. 229-30-315-6040.10 (Outside Contracts). Subsequent budgets will include the anticipated revenue and planned expenditures in Fund 229.

BACKGROUND/DISCUSSION:

On August 28, 2024, the City Council authorized the City Manager to sign the Los Angeles County (County) Safe, Clean Water Program Transfer Agreement. The Municipal Program is designed to maximize the ability of the City to address local stormwater and urban runoff challenges and opportunities.

Annual expenditure plans are due April 1st of each year for the upcoming fiscal year. The intent of this plan is to provide a description of projects, programs, Operation and Maintenance and other activities that are funded through this program. Projects and programs presented in the expenditure plan are required to include water quality benefits. Multi-benefit projects and nature-based solutions are also highly encouraged. The plan includes the expected budget of estimated expenditures, overview of benefits achieved, achievement of the City project/program goals, work schedule, completion date and other objectives that will demonstrate the City's use of funds.

Following are guidelines under the County's SCW Program:

18.06 - Municipal Program Implementation.

A. The Municipal Program shall be implemented in accordance with the provisions of this Section.
B. Each Municipality receiving Municipal Program funding from the SCW Program shall perform the following functions as part of the Municipal Program:
    1. Prioritize the development of Projects that, to the extent feasible, assist in achieving compliance with the MS4 Permit.
    2. Prepare, prior to the start of that Municipality's fiscal year, a plan for how SCW Program funds will be used in the ensuing fiscal year.
    3. Comply with all SCW Program reporting and audit requirements and provide to the District additional financial and other information, as required by the SCW Program or upon request of the District.
    4. As part of the Municipal Program planning process, consider Municipal-level requests for Projects from eligible Infrastructure Program Project Applicants.
    5. At least annually, prepare and provide to the public informational materials containing up-to-date information on the Municipality's actual and budgeted use of revenues from the SCW Program.
    6. Operate in accordance with best practices for government agencies.
    7. Be strictly accountable for all funds, receipts, and disbursements by the Municipality.
    8. Identify or establish, and then execute, a plan to engage with Stakeholders in the planning process for use of the Municipal Program funds during the planning and implementation of Projects and Programs.
    9. Comply with all Transfer Agreement requirements.
    10. Prepare a vector minimization plan addressing vector considerations for the design, operation, and maintenance of each Project.
C. Maintenance of Effort.

1. A Municipality must spend at least seventy percent (70%) of its Municipal Program funds annually on eligible expenses related to Projects or Programs implemented on or after November 6, 2018, which also includes operations and maintenance of Projects built to comply with the MS4 Permit, so long as the Project complies with Municipal Program requirements.
2. Up to thirty percent thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

D. Municipal Program Annual Progress/Expenditure Reports.
   1. Each Municipality shall prepare and submit an annual report to the District, not later than six months after the end of that Municipality's fiscal year.
   2. The annual report shall include the following information:
      a. A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through use of SCW Program funds;
      b. The amount of SCW Program funds expended;
      c. Documentation that the SCW Program funds were used for eligible expenditures;
      d. A description of work accomplished during the reporting period;
      e. The milestones or deliverables completed/submitted during the reporting period;
      f. The work anticipated to be accomplished during the next reporting period;
      g. Photo documentation of the above, as appropriate;
      h. Additional information as required by the District; and
      i. A description of the Municipality's stakeholder-engagement activities during the reporting period, including documentation, as appropriate.
   3. The District shall review each Municipality's annual report to make a preliminary determination of whether and the extent to which each Municipality's expenditures achieved SCW Program Goals, and the District shall forward its preliminary determination to the ROC.
   4. The ROC shall review the Municipalities' annual reports after the District has completed its preliminary determination, to evaluate whether and the extent to which the Municipalities' expenditures achieved SCW Program Goals and develop recommendations as appropriate. The ROC shall report its findings and recommendations to the Board and provide copies to the respective Municipalities. (Ord. 2019-0042 § 11, 2019.)

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended action will allow the City to submit the required annual Los Angeles County Safe Clean Water Program (Measure W) expenditure plan for Fiscal Year 2026-27. There is no direct fiscal impact to the recommended actions. The FY 2026-27 budget will be developed to include funding for the expenditures detailed above.

ATTACHMENT(S)

1. Attachment A - Montebello Measure W Annual Plan 2026-27

SCW Program Annual Plan 2026-2027: Description of Projects

PROJECT 1: **East Los Angeles Sustainable Median Stormwater Capture Project**

BUDGET: **$252,702**

DESCRIPTION: The City implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells and creating community recreational spaces. The BMPs are sized to capture and treat approximately 22 ac-ft of urban and stormwater runoff from a 3,000-acre tributary area. Community benefits include jogging paths, drought tolerant landscaping, and educational/interpretive signs. The project was programmed into the Rio Hondo WASC SIP, and the City is funding its own cost-share through the Measure W local return.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby

increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See responses to Goals 1, 2, and 3.

Goal 6: Prioritize Nature-Based Solutions.

The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 8: Encourage innovation and adoption of new technologies and practices.

The project will incorporate drywells and water-wise landscaping and irrigation practices.

Goal 9: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently an unused public right-of-way.

Goal 10: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 11: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures and also incorporating the knowledge and experience to future similar projects.

Goal 12: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 13: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.

Qualitative Targets and Corresponding Metrics

Targets 1-3:

Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

See response to Goal 3 above.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

This assessment will be provided in the Annual Progress/Expenditure Report. However, an NBS classification of "Better" or "Best" will likely be achieved.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

This assessment will be provided in a future Annual Progress/Expenditure Report.

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2026-2027: Description of Projects

PROJECT 2: **Operation and Maintenance of the East Los Angeles Sustainable Median Stormwater Capture Project**

BUDGET: **$36,000**

DESCRIPTION: The City implemented this regional project in partnership with the County of Los Angeles and the City of Monterey Park. The project repurposed large medians into infiltration BMPs by diverting urban and stormwater runoff to drywells and creating community recreational spaces.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project will implement drywells (infiltration BMPs) and will contribute to the attainment of water-quality requirements, such as the Los Angeles River Bacteria and Metals TMDLs.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

The project will increase drought preparedness by capturing and infiltrating both stormwater and urban runoff to drywells and incorporating pervious walkways, drought tolerant landscape, and a water-efficient irrigation system into the site design. It is expected that the project will capture approximately 228 ac-ft of stormwater per year that will recharge Central Basin.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

The project will improve public health through the capture and infiltration of stormwater and urban runoff by diverting the runoff to BMPs. This will also reduce flood risks. Additionally, the large medians will be converted to recreational areas that the community can enjoy, to include park space, benches and picnic tables, walkways/jogging paths, exercise equipment, and education signage. Furthermore, the project will help the community mitigate and adapt to the effects of climate change by planting over 270,000 sf of landscaping, including drought tolerant vegetation and over 300 trees, thereby increasing shade and green space, reducing heat island effect, increasing carbon reduction/sequestration, and improving air quality.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

Other funds that have been leveraged include funding through the California Urban Greening Grant Program, Proposition 50 Clean Beaches Program, and Proposition 1 Stormwater Implementation Grant Program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See responses to Goals 1, 2, and 3.

Goal 6: Prioritize Nature-Based Solutions.

The project will incorporate bioswales and revegetation using drought tolerant plants and native trees. Over 270,000 sf of landscaping and 300 trees will be planted.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 8: Encourage innovation and adoption of new technologies and practices.

The project will incorporate drywells and water-wise landscaping and irrigation practices.

Goal 9: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

This project will provide new recreational and educational opportunities to DAC in East Los Angeles in an area that is currently an unused public right-of-way.

Goal 10: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 11: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow for an iterative planning and evaluation process, especially for O&M procedures, and also incorporating the knowledge and experience to future similar projects.

Goal 12: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 13: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance, including routine inspections to identify any necessary repair issues and maintenance of the BMPs. This will be overseen by the County of Los Angeles.

Qualitative Targets and Corresponding Metrics

Targets 1-3:

Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

232 ac-ft of stormwater will be captured and infiltrated in an average rainfall year. The infiltrated water will recharge Central Basin.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

See response to Goal 3 above.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

This assessment will be provided in the Annual Progress/Expenditure Report. However, an NBS classification of "Better" or "Best" will likely be achieved.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

This assessment will be provided in a future Annual Progress/Expenditure Report.

If applicable: Status of Institute for Sustainable Infrastructure (ISI) Verification

Not applicable as the project has not yet been implemented.

SCW Program Annual Plan 2026-2027: Description of Projects

PROJECT 3: **Citywide Catch Basin CPS Inserts Installation Project – CP 931**

BUDGET: **$281,925**

DESCRIPTION: The City, in coordination with an environmental consultant, inspected and inventoried both the City's catch basins and Los Angeles County's catch basins in preparation of future work to measure, fabricate and install Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS) units. The United States Environmental Protection Agency for Region 9 (EPA) and Los Angeles Regional Water Quality Control Board (LARWQCB) staff members require the City to complete the remaining fabrication and installation of CPS and ARS units on Los Angeles County Department of Public Works (LACDPW) catch basins. ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Trash excluders are the preferred structural method to meet the Total Maximum Daily Loads (TMDL) requirements as set forth by the LARWQCB.

Description of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This project consists of purchasing and installing trash capture devices in catch basins. The devices will be connector pipe screens certified as full trash capture by the State Water Board. The devices will be installed in high priority land uses as defined by the Statewide Trash Provisions (industrial, commercial, high density residential, mixed use, and transportation).

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Trash excluders are the preferred structural method to meet the TMDL requirements as set forth by the LARWQCB.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

See response to Goal 2.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

This program is partially funded by Measure W funds, though the City pays a majority of the cost associated with this program.

Goal 5: Invest in infrastructure that provides multiple benefits.

See response to Goal 2.

Goal 6: Provide a spectrum of project sizes from neighborhood to regional scales.

This is a regional project.

Goal 7: Encourage innovation and adoption of new technologies and practices.

The project will incorporate ARS units and CPS units to prevent trash and debris from entering a catch basin during dry weather and moderate storm flows.

Goal 8: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

This is achieved through funding by the Regional Program.

Goal 9: Implement an iterative planning and evaluation process to ensure adaptive management.

Implementation of the project will allow the City to meet the TMDL requirements

Goal 10: Promote green jobs and career pathways.

The project requires a skilled workforce to ensure proper design, installation, operations and maintenance, and recordkeeping/reporting of all project components.

Goal 11: Ensure ongoing operations and maintenance for Projects.

The project will require ongoing operations and maintenance.

SCW Program Annual Plan 2026-2027: Description of Programs

PROGRAM 1: **CWE - Stormwater and Urban Runoff Monitoring and Reporting**

BUDGET: **$200,000**

DESCRIPTION: This program is implemented to assess the City's compliance with water quality requirements and measure/improve the effectiveness of implementation of the Municipal National Pollutant Discharge Elimination System (NPDES)/ Municipal Separate Storm Sewer System (MS4), Watershed Management Programs (WMP), and SCW Programs. In terms of monitoring, this includes implementation of receiving water monitoring, outfall monitoring, and outfall screening under the Coordinated Integrated Monitoring Program. In terms of reporting, this includes the NPDES Individual Annual Reports and Watershed Annual Reports, WMP Adaptive Management Reports, WMP updates, TMDL Compliance Reports, and Reports of Waste Discharge.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

The program is implemented to evaluate water quality and the City's progress toward attaining water quality requirements. The program is utilized to inform decision-making in the interest of improving water quality. In addition, includes administering the WMP and Municipal NPDES Program and MS4 compliance, which both support this particular goal.

Goal 2: Implement an iterative planning and evaluation process to ensure adaptive management.

The program is iterative as monitoring and reporting is conducted (and required) on an established, regular basis, ensuring that implemented pollutant controls are routinely assessed, improved, and adaptively managed.

Goal 3: Promote green jobs and career pathways.

The program requires a skilled workforce to conduct monitoring and compile, assess, and summarize water quality data.

Qualitative Targets and Corresponding Metrics

Targets 1-3: Annual volume of stormwater captured and 1) treated, 2) reused, or 3) recharged to a managed aquifer.

Not applicable as this is a monitoring and reporting program.

Target 4: Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 5: Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best). If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

Target 6: Annual expenditure providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

Not applicable as this is a monitoring and reporting program.

SCW Program Annual Plan 2026-2027: Description of Programs

PROGRAM 2: **Water Quality Programs Administration and Coordination**

BUDGET: **$55,000**

DESCRIPTION: This program is to administer the City's surface water quality programs, including the Safe Clean Water (SCW) Program, Watershed Management Program (WMP), and the Municipal NPDES Program. Tasks include overseeing and assuring quality of planning, funding, and implementation activities, holding and participating in interagency program meetings, providing program summary reports and technical assistance, preparing comment letters, and engaging with program stakeholders.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP and Municipal NPDES Program, which both support this particular goal.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

See response to Goal 1.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals.

Goal 4: Leverage other funding sources to maximize SCW Program Goals.

See response to Goal 3.

Goal 5: Invest in infrastructure that provides multiple benefits.

See response to Goal 3.

Goal 6: Prioritize Nature-Based Solutions.

See response to Goal 3.

Goal 7: Provide a spectrum of project sizes from neighborhood to regional scales.

This program is to, in part, administer the City's SCW Program, which includes the achievement of SCW Program goals. This program also includes administering the WMP, which supports this particular goal.

Goal 8: Encourage innovation and adoption of new technologies and practices.

See response to Goal 3.

Goal 9: Invest in independent scientific research.

See response to Goal 3.

Goal 10: Provide DAC Benefits, including Regional Program infrastructure investments, not <110% of the ratio of the DAC population to the total population in each Watershed Area.

See response to Goal 3.

Goal 11: Provide Regional Program infrastructure funds benefitting each Municipality in proportion to the funds generated within their jurisdiction, after accounting for allocation of the 110% return to DACs, to the extent feasible.

See response to Goal 3.

Goal 12: Implement an iterative planning and evaluation process to ensure adaptive management.

See response to Goal 7.

Goal 13: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Goal 14: Ensure ongoing operations and maintenance for Projects.

See response to Goal 1.

Qualitative Targets and Corresponding Metrics

Project and program specific targets will be included in individual SCW funding requests for those projects.

SCW Program Annual Plan 2026-2027: Description of Programs

PROGRAM 3: Catch Basin Cleaning

BUDGET: $133,000

DESCRIPTION: In Montebello, regular catch basin cleaning significantly improves the City's stormwater system by ensuring that rainwater can flow efficiently through the storm drain network while reducing pollution and protecting public infrastructure. Catch basins are designed to capture sediment, trash, organic debris, and other pollutants before runoff enters underground storm drains; however, when these structures become clogged, water backs up onto streets, increasing the risk of localized flooding, traffic hazards, and property damage during storm events. By routinely removing accumulated debris and sediment, the City maintains proper drainage capacity, reduces standing water that can deteriorate pavement and sidewalks, and minimizes erosion and costly emergency repairs. In addition, cleaning catch basins improves water quality by preventing oils, metals, nutrients, and litter from being transported downstream into regional waterways and eventually the ocean, supporting environmental protection efforts and regulatory compliance. Overall, catch basin cleaning is a proactive investment in Montebello's stormwater infrastructure that enhances flood prevention, safeguards community assets, and promotes a healthier urban watershed.

Discussion of SCW Program Goals Achieved

Goal 1: Improve water quality and contribute to attainment of water-quality requirements.

Catch basin cleaning directly improves water quality and helps meet regulatory water-quality requirements by removing pollutants before they enter the stormwater system. Catch basins collect debris, sediment, trash, oils, and other contaminants from streets and parking lots. If left uncleaned, these pollutants are carried by stormwater into rivers, lakes, and oceans, degrading water quality and harming aquatic ecosystems. Regular cleaning ensures that these materials are removed and properly disposed of, reducing the concentration of harmful substances in runoff. This practice supports compliance with local, state, and federal regulations, such as the Clean Water Act and regional municipal stormwater permits, which require Montebello to control pollutants and maintain safe, healthy waterways. By maintaining clean catch basins, Montebello can both protect public health and demonstrate adherence to water-quality standards.

Goal 2: Increase drought preparedness by capturing more Stormwater and/or Urban Runoff to store, clean, reuse, and/or recharge groundwater basins.

Cleaning catch basins plays an important role in drought preparedness by ensuring that stormwater flows efficiently through the drainage system and reaches recharge basins or storage facilities. When catch basins are clogged with debris, rainwater can pool on streets, evaporate, or cause localized flooding, wasting a valuable resource. Regular cleaning helps maximize the capture of runoff during rainy periods, supports groundwater recharge, and maintains water quality by preventing pollutants from entering storage systems. By keeping these systems clear and functional, Montebello can make the most of available water, contributing to long-term water conservation and resilience during drought conditions.

Goal 3: Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

Catch basin cleaning helps protect public health and enhance community resilience by preventing polluted water from pooling in streets or entering waterways, reducing exposure to harmful contaminants. It also supports safe, accessible open spaces and recreational areas by preventing flooding and standing water. Additionally, when integrated with green infrastructure, clean catch basins help manage stormwater, support vegetation, and contribute to climate adaptation efforts, making Montebello safer, healthier, and more resilient.

Goal 4: Investment in infrastructure that provides multiple benefits.

Catch basin cleaning is an investment in infrastructure that provides multiple benefits. By keeping stormwater systems clear and functional, it prevents flooding, protects public health, reduces pollution, and supports groundwater recharge. Clean catch basins also extend the lifespan of pipes and drainage infrastructure, lower maintenance costs, and enable green infrastructure solutions—like bioswales and permeable surfaces—to work effectively. This means a relatively simple maintenance activity contributes to flood control, water quality, public safety, environmental protection, and long-term infrastructure resilience.

Goal 5: Detailed description of how this Activity contributed to this SCW goal.

Catch basin cleaning promotes innovation and the adoption of new technologies by revealing inefficiencies in traditional maintenance methods and encouraging municipalities to explore more effective solutions. Advanced equipment like vacuum trucks, robotic cleaners, and hydro-excavation tools improve efficiency and safety, while sensors, GIS mapping, and data-driven monitoring allow maintenance to be scheduled strategically. Clean catch basins also enable integration with green infrastructure such as bioswales and permeable pavements, enhancing runoff management and pollutant removal. Additionally, the need to meet water-quality regulations drives the use of

software and reporting tools, creating a culture of innovation that modernizes stormwater management and improves environmental outcomes.

Goal 6: Promote green jobs and career pathways.

Catch basin cleaning promotes green jobs by creating employment opportunities that support environmental protection and sustainable infrastructure. Workers are needed to operate cleaning equipment, maintain stormwater systems, and safely handle debris and pollutants, all of which contribute to healthier waterways and communities. Additionally, as municipalities adopt nature-based solutions, green infrastructure, and innovative stormwater technologies, new positions emerge in planning, installation, monitoring, and environmental compliance. These roles not only provide economic opportunities but also advance sustainability goals, making catch basin cleaning an entry point for careers that combine public service, environmental stewardship, and climate resilience.

Goal 7: Ensure ongoing operations and maintenance for Projects.

Catch basin cleaning is a critical component of maintaining the City of Montebello's upgraded catch basin infrastructure, ensuring that the investment in these improvements continues to deliver long-term benefits. The updated catch basins are designed to handle larger stormwater volumes, improve pollutant removal, and integrate more efficiently with the City's stormwater and drainage network. Regular cleaning prevents debris, sediment, and contaminants from clogging the system, which protects the functionality and structural integrity of the new basins. This maintenance extends the lifespan of the infrastructure, reduces the likelihood of costly emergency repairs, and helps the City comply with water-quality regulations. By keeping the upgraded catch basins operating at full capacity, Montebello maximizes the return on its infrastructure investment, improves flood control, enhances water quality, supports groundwater recharge, and strengthens community resilience to climate impacts, making it a strategic investment in both environmental sustainability and public safety.

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: **APPROVE THE GRANT REA PARK NONPOINT SOURCE TRASH ASSESSMENT AND REPORTING PLAN (NSTARP)**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) (Attachment A) to the Los Angeles Regional Water Quality Control Board (LARWQCB) for trash total maximum daily load (TMDL) and to comply with waste discharge requirements (WDRs); and
2. Authorize staff to submit the Plan on behalf of the City to the Los Angeles Regional Water Quality Control Board; and
3. Authorize the City Manager to implement the Plan as required by the LARWQCB; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

If the Los Angeles Regional Water Quality Control Board (LARWQCB) accepts the Plan, implementation of the program will be carried out using existing City staff and park maintenance contracts. Implementation may require a limited number of additional supervisory hours per month to oversee coordination and compliance activities, as well as modest resources for the preparation of periodic reports required under the program. These reporting tasks may be completed by City staff or, if necessary, with assistance from the City's stormwater consultant.

Overall, the estimated additional costs associated with implementation is expected to be less than $10,000 annually. These costs can be accommodated within the City's existing

Measure W administrative and program budgets under Fund 229 and are included in the Annual Expenditure Plan as part of the Los Angeles County Safe, Clean Water Program. Therefore, no budget amendment is needed as part of the recommended actions.

BACKGROUND/DISCUSSION:

In 1999, several environmental non-governmental organizations (NGOs), including Heal the Bay, BayKeeper, and the Natural Resources Defense Council (NRDC), entered into a Consent Decree with the United States Environmental Protection Agency (USEPA). The decree required the development of Total Maximum Daily Loads (TMDLs) for impaired water bodies throughout the Los Angeles region. As a result, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted multiple Trash TMDLs for the Los Angeles River Watershed over the past two decades, establishing waste load allocations and load allocations based on the Basin Plan's objective of "zero trash" in receiving waters.

Once incorporated into regulatory orders—such as Municipal Separate Storm Sewer System (MS4) and National Pollutant Discharge Elimination System (NPDES) permits—these TMDLs became enforceable requirements for municipalities, including the City of Montebello. In addition to federal Clean Water Act requirements, California's Porter-Cologne Water Quality Control Act allows the State to impose additional regulatory requirements beyond federal law.

On June 30, 2016, the LARWQCB expanded the Los Angeles River Watershed Trash TMDL to include non-point source trash discharges from areas such as riverside parks and recreational facilities. Under this amendment, the owners and operators of these facilities—primarily MS4 permittees such as cities—were designated as "Responsible Entities." As a result, Montebello became responsible for monitoring, collecting, and reporting trash that could potentially enter nearby waterways from these locations.

To comply with these requirements, Responsible Entities were required to prepare Trash Monitoring and Reporting Programs (TMRPs) and Minimum Frequency of Assessment and Collection (MFAC) Plans. Although many jurisdictions submitted these plans, most were never formally approved by the Regional Board.

Most recently, on December 18, 2025, the LARWQCB adopted Order No. R4-2025-0289, establishing updated Waste Discharge Requirements for trash from non-point sources. Under this order, the City of Montebello is identified as a "Responsible Entity" for Grant Rea Park due to its proximity to the Rio Hondo and the Los Angeles River watershed. The order requires the City to prepare and implement a Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) (Attachment A) to monitor, collect, and document trash that could potentially enter the watershed from this site. Complying with Order No. R4-2025-0289 ensures that the City of Montebello implements the required monitoring, collection, and reporting of nonpoint source trash, which supports the City's obligations under its MS4 NPDES Permit to prevent trash from entering the stormwater system and receiving waters.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council adopt the Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) (Attachment A) and authorize staff to submit the Plan to the Los Angeles Regional Water Quality Control Board (LARWQCB) no later than March 18, 2026. Additionally, staff recommend the City Council authorize the City Manager to implement the plan as required by the LARWQCB. Adoption of the NSTARP will allow the City of Montebello to comply with Order No. R4-2025-0289, which requires designated Responsible Entities to establish protocols for assessing, collecting, and reporting trash from nonpoint sources that may impact the Los Angeles River Watershed.

Approval of the NSTARP will formalize the City's procedures for monitoring and documenting trash collection activities at Grant Rea Park and will ensure compliance with state water quality regulations. Implementation of the plan will also support the City's ongoing efforts to maintain clean public spaces, protect nearby waterways such as the Rio Hondo, and demonstrate continued compliance with regional stormwater and watershed management requirements.

ATTACHMENT(S)

1. Attachment A - Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP)

MONTEBELLO

Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) City of Montebello

March 18, 2026

1561 E. Orangethorpe Avenue, Suite 240
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Grant Rea Park Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) City of Montebello

Prepared On behalf of the

City of Montebello (WDID 4 19M1000140)

Prepared by:

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March 18, 2026

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Acronyms

BPA	Basin Plan Amendment
BMP	Best Management Practice
CEQA	California Environmental Quality Act
CWWDR	Conditional Waiver of Waste Discharge Requirements
CWA	Clean Water Act
EO	Executive Officer
FCS	Full Capture System
HASP	Health and Safety Plan
LA	Load Allocation
LACFCD	Los Angeles County Flood Control District
LAR	Los Angeles River
LARW	Los Angeles River Watershed
LARWQCB	Regional Water Quality Control Board, Los Angeles Region
MFAC	Minimum Frequency of Assessment and Collection
MS4	Municipal Separate Storm Sewer System
NGO	Non-Governmental Organization
NPDES	National Pollutant Discharge Elimination System
NPS	Non-Point Source
NSTAAR	Non-point Source Trash Assessment Annual Report
NSTARP	Non-point Source Trash Assessment and Reporting Plan
NWS	National Weather Service
PAC	Protocols for Assessment and Collection
PCD	Partial Capture Device
PPE	Personal Protective Equipment
SWAMP	Surface Water Ambient Monitoring Plan
SWRCB	State Water Resources Control Board
TMRP	Trash Monitoring and Reporting Program
TTMDL	Trash Total Maximum Daily Load
ULAR	Upper Los Angeles River
USEPA	United States Environmental Protection Agency
WDR	Waste Discharge Requirements
WLA	Waste Load Allocation
WMP	Watershed Management Program
WQO	Water Quality Objectives

1. Introduction

Although prohibited by Federal, State, and Municipal ordinances, littering remains a societal dilemma. Chapter 3 of the California State Regional Water Quality Control Board, Los Angeles Region (LARWQCB) Water Quality Control, or Basin, Plan identifies the following Water Quality Objectives (WQOs), which it interprets to prohibit the discharge, or release, of trash, litter, and debris to Waters of the State:

> *Waters shall not contain floating materials, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect beneficial uses.*
>
> *Water shall not contain suspended or settleable material in concentrations that cause nuisance or adversely affect beneficial uses.*

As a result of a 1999 Consent Decree, between environmental Non-Governmental Organizations (NGOs) and the United States Environmental Protection Agency (USEPA), the LARWQCB adopted eleven unenforceable Trash Total Maximum Daily Loads (TMDLs), over the last two dozen years, with Waste and Load Allocations (WLAs and LAs) based on Basin Plan "Zero" Trash WQOs. After adoption into Orders, such as Municipal Separate Storm Sewer System (MS4), National Pollutant Discharge Elimination System (NPDES), Point Source, Permits and approval, these TMDLs/WQOs are enforceable. Permit requirements, that go beyond federal law, are subject to Porter-Cologne, which includes cost benefit, housing provision, and access to the Commission on State mandates. In contrast with the LARWQCB Trash TMDLs, most Californians implement the Trash Provisions in State Water Resources Control Board (SWRCB) Resolution 2015-0019, adopted on April 7, 2015. On November 6, 2018, Los Angeles County residents adopted Measure W, a property tax-based fee that significantly increased local housing costs. It is unclear whether property owners were aware that this parcel fee could be used to support unfunded state mandates.

On June 30, 2016, the LARWQCB applied Non-Point Source (NPS) LAs, in the Los Angeles River Watershed Trash TMDL, to include riverside recreational facilities (parks) and designated their owners, mostly MS4 Permittees, as "Responsible Entities", rather than citizens discharging trash. Although the Responsible Entities timely submitted their required Trash Monitoring and Reporting Program (TMRP) and Minimum Frequency of Assessment and Collection (MFAC) Plans, most were never approved, precluding submission of unfunded mandate test claims. The Trash TMDL NPS LAs were then inserted into the Conditional Waiver of Waste Discharge Requirements (CWWDRs) by the LARWQCB on September 10, 2020; however, the TMRPs and MFACs Plans continued to go unapproved. The submission of CWWDR Annual Reports was not even available until late 2023.

Following LARWQCB adoption of Order No. R4-2025-0289, *Waste Discharge Requirements for Discharges of Trash from Nonpoint Sources in Waterbodies Subject to Total Maximum Daily Loads for Trash*, on December 18, 2025, Responsible Entities, such as the City of Montebello, for designated facilities, such as Grant Rea Park, were to again develop Protocols for Assessment and Collection/Best Management Practices (PAC/BMP) program and submit it within a Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) for approval followed by implementation.

Following LARWQCB Executive Officer (EO) Grant Rea Park NSTARP approval, City of Montebello Recreation and Community Service Field Supervisorial Staff will implement Chapter 4 monthly and critical event trash PAC monitoring and use the resulting data to determine if additional BMP optimization is necessary. Nonpoint Source Trash Assessment Annual Reporting (NSTAAR), from Chapter five, would be undertaken by technical staff or consultants familiar with California Environmental Data Exchange Network (CEDEN) and LARWQCB MS4 Permit (MS4P) reporting.

2. Regulatory Overview

This Grant Rea Nonpoint Source Trash Assessment and Reporting Plan (NSTARP) is a State Regulator's approach to efficiently applying taxpayer support to annually collect and assess 20.7 gallons, or less, trash from a 20.7-acre urban park, that the City of Montebello already cleans daily of trash and litter.

2.1 State and LARWQCB Water Quality Control, or Basin, Plans

After decades of legislative amendments, the State of California, Porter-Cologne Water Quality Control Act1, or Water Code2, has evolved into regulations best characterized as challenging to fully understand. Similarly, the LARWQCB Water Quality Control, or Basin, Plan3 identifies water quality standards that identify: 1) Surface- and groundwater-based designated beneficial uses; 2) Numeric or narrative WQOs necessary to support the attainment of those beneficial uses; and 3) Consideration of the State Water Quality Anti-Degradation Policy, to protect existing high-quality waters from potential degradation.

Los Angeles River beneficial uses can be broadly categorized into: existing uses; such as groundwater recharge (GWR) and warm freshwater habitat (WARM); potential uses, such as for the preservation of rare and endangered species (RARE), industrial service supply (IND), and municipal drinking water supply (MUN); and LARWQCB identified trash impaired uses; including contact (REC1) and non-contact (REC2) recreation, commercial (COMM) and sport fishing (REC1), RARE, fresh (FRSH), estuarine (EST), and marine (MAR) aquatic habitat. LARWQCB staff assert that eliminating Point and Nonpoint discharge sources of trash, throughout the LAR watershed, will support the attainment water quality, aquatic habitat, enhance recreational beneficial use objectives, and is overwhelmingly in the public interest.

2.2 USEPA TMDL Development Consent Decree

The 1972 Federal Water Pollution Control, or Clean Water, Act (CWA) identified standards and regulatory strategies to improve water quality, while allowing for the delegation of rulemaking, or primacy, to the States; however, once adopted, these state regulations are subject to United States Environmental Protection Agency (USEPA) review, approval, and oversight. CWA Section 303(d) requires states to list impaired waters, now called State Integrated Reports4, from which TMDL or pollution "diets" were to be developed. In 1993, Board staff designated the LAR, below the Sepulveda Flood Control Basin, as impaired for trash, along with other water body pollutant combinations. Subsequently, the environmental Non-Governmental Organizations (NGO) Heal the Bay, Inc. (HTB), BayKeeper Inc. (now LA WaterKeeper or LAWK), and the National Resources Defense Council (NRDC), filed suit against the USEPA, for not developing TMDLs in the Los Angeles area. The resulting Consent Decree, filed on March 22, 1999, ordered the LARWQCB, with USEPA as a backstop, to establish twenty-nine TMDLs within seven years, with more to be completed during the following thirteen years. While this litigation placed modest new demands on the USEPA and LARWQCB, it imposed billions of dollars in costs on municipal Permittees.

[1] https://www.waterboards.ca.gov/laws_regulations/docs/portercologne.pdf
[2] https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=WAT&tocTitle=+Water+Code+-+WAT
[3] https://www.waterboards.ca.gov/losangeles/water_issues/programs/basin_plan/
[4] https://www.waterboards.ca.gov/water_issues/programs/tmdl/2025_2026state_ir_reports_final/_proposed-final-2026-california-integrated-report-staff-report-track-changes.pdf

2.3 LAR Watershed Trash TMDL and Amendments

On September 19, 2001, the LARWQCB adopted the Los Angeles River Watershed (LARW) Trash TMDL (TTMDL), as Resolution No. R01-013, that became effective after USEPA approval on August 28, 2002. State TMDLs are planning documents made enforceable through inclusion in WDR, CWWDR, or NPDES Permit Orders. The LARW TTMDL defines trash as litter retained by a 5-millimeter screen, while the definition of litter in California Government Code Section 68055.1(g) states:

> "Litter means all improperly discarded waste material, including, but not limited to, convenience food, beverage, and other product packages or containers constructed of steel, aluminum, glass, paper, plastic, and other natural and synthetic materials, thrown or deposited on the lands and waters of the state, but not including the properly discarded waste of the primary processing of agriculture, mining, logging, sawmilling, or manufacturing […]"

The LARW TTMDL established baseline and annual Water Quality-Based Effluent Limitations (WQBELs) trash discharge targets, reduced by approximately ten percent per year, until Load Allocations (LA) and Waste Load Allocations (WLA) of zero, the Basin Plan WQO, were effective beginning on October 1, 2015. During the intervening period, Municipal Separate Storm Sewer System (MS4) NPDES Permit dischargers, other than Caltrans, assessed LARW TTMDL implementation based on Full Capture System (FCS)[5] installation or a mass balanced approach using a combination of Daily Generation Rate (DGR), Partial Capture Device (PCD), and FCS installations. Subsequently, the Court of Appeal had the TMDL set aside, due to California Environmental Quality Act (CEQA) deficiencies, which occurred through LARWQCB adoption of Resolution No. 06-013 on June 8, 2006; effective July 17, 2006.

Following CEQA revisions, the LARWQCB adopted Resolution 2007-012 an *Amendment to the Water Quality Control Plan for the Los Angeles Region to Incorporate a Total Maximum Daily Load for Trash in the Los Angeles River Watershed*, on August 9, 2007, which became effective following USEPA approval on September 23, 2008. Although this LARW TTMDL Basin Plan Amendment (BPA) included verbiage relating to NPS discharges, no NPS LA controls were identified for MS4 Permittees. Following, LARWQCB adoption of Order NO. R4-02009-0130, on December 10, 2009, which amended the 2001 MS4 Permit, then the EO issued a January 25, 2010, letter revising LARW TTMDL annual reporting requirements, until supplanted by reporting requirements in the November 8, 2012, fourth term MS4 NPDES Permit (MS4P).

On June 11, 2015, the LARWQCB adopted Resolution No. R15-006, *Amendment to the Water Quality Control Plan for the Los Angeles Region to Revise the Total Maximum Daily Load for Trash in the Los Angeles River Watershed and the Total Maximum Daily Load for Trash in the Ballona Creek Watershed*[6], which became effective on June 30, 2016. Receiving Water Trash Monitoring and Reporting Program (TMRP) Plans were due December 30, 2016; however conflicting directions resulted in most remaining unapproved. Receiving water NPS LA trash discharges from "people or wind" were ignored while "Responsible Entities", mostly MS4 Permittees with parks along the LAR and its tributaries, were to develop MFAC/BMP Program Plans "Upon enrollment in Conditional Waiver of WDR for trash, or no later than two years from the effective date of the TMDL". A July 6, 2016, *LARWQCB EO NOTIFICATION OF EFFECTIVE DATE FOR THE REVISED TOTAL MAXIMUM DAILY LOAD FOR TRASH IN THE LOS ANGELES RIVER WATERSHED AND THE TOTAL MAXIMUM DAILY LOAD FOR TRASH IN THE BALLONA CREEK*

[5] http://www.waterboards.ca.gov/losangeles/water_issues/programs/tmdl/full_capture_certification.shtml
[6] https://www.waterboards.ca.gov/losangeles/board_decisions/basin_plan_amendments/technical_documents/bpa_106_R15-006_td.html

WATERSHED, reiterated that "Responsible Parties in the Los Angeles River Watershed and Ballona Creek Watershed and assigned Load Allocations shall submit a Minimum Frequency Assessment and Collection (MFAC) Program Plan upon enrollment in a Conditional Waiver of WDRs for trash, or no later than June 30, 2018." These Plans also went unapproved, as the Conditional Waiver was not adopted until 2020.

2.4 LARWQCB MS4 NPDES Permits

On November 8, 2012, the LARWQCB adopted its fourth term Coastal Los Angeles County MS4 NPDES Permit as Order No. R4-2012-0175 (CAS004001), Case Investigation (CI) No. 6948[7], which became effective on December 28, 2012. Permittee were encouraged to form collaborative Watershed Management Program (WMP) and Enhanced WMP (EWMP) Groups, prioritizing the construction of Watershed Control Measures (WCMs) to reduce runoff and pollutant discharges through an Adaptive Management Process (AMP). The City of Montebello joined the Upper Los Angeles River (ULAR) EWMP Group, led by the City of Los Angeles, and substantially looked to this partnership for permit compliance guidance; including development of a March 29, 2016 dated ULAR EWMP Plan and Reasonable Assurance Analysis (RAA) that received LARWQCB EO approval on April 20, 2016. Although Permittees were required to annually submit LARWQCB Trash TMDL spreadsheet reports, the Permit did not contain LARWQCB TMRP or MFAC/BMP reporting requirements for some TMDLs, such as that for the LARW.

Following the June 30, 2016, USEPA approval of LARWQCB Order R15-006 regarding the LARW and Ballona Creek TTMDL Amendments, the Regional Board adopted Resolution No. R4-2012-0175-A01[8], on September 8, 2016, amending the Los Angeles County MS4 Permit. Ignoring Caltrans, this resolution directed that LARW TTMDL compliance be annually assessed based on: 1) Full Capture System (FCS) deployment; 2) Mass balance approach using Daily Generation Rate (DGR), Partial Capture Device (PCD), and FCS data; 3) A scientifically based alternative approach; or 4) an MFAC approach, if allowed by the TMDL; which was not the case for LARW TTMDL. On November 23, 2016, five weeks before the initial TMRP deadline, the LARWQCB EO noticed MS4 Permittees regarding the availability of the amended 2016 MS4 Permit and to anticipate that CWWDRs would address the NPS LA and MFAC/BMP program plans.

Following adoption of CWWDRs for LARWQCB Trash TMDLs on September 10, 2020, as will be further characterized in the next section, the Board adopted its fifth term Regional MS4 Permit, on July 23, 2021, as Order No. R4-2021-0105 with an effective date of September 10, 2021, which coincidentally was the CWWDR TMRP and MFAC/BMP Program Plan submission deadline date. While the June 11, 2015, amended LAR TTMDL and June 30, 2016, amended MS4 Permit required Permittees to submit LARW TMRP Plans for LARWQCB EO approval, the fifth term MS4 Permit deleted this requirement due to the Waiver. The resulting confusion was exacerbated when the Upper Los Angeles River (ULAR) WMP Group, which includes the City of Montebello, Lead Agency asserted having LARWQCB EO approval of its 2016 and 2018 TMRP. This MS4P required TMRP included the LARW TTMDL "Responsible Entities" and met CWWDR TMRP and MFAC/BMP Program Plan requirements; however, no approval has been forthcoming. Implementation of this TMRP was jurisdictionally limited to the City of Los Angeles and no CWWDR MFAC/BMP Program implementation was undertaken by most of the other "Responsible Entities".

[7] https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/index.html#1
[8] https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/los_angeles_ms4/2016/Letter_R4-2012-0175-A01.pdf

2.5 Conditional Waiver of Waste Discharge Requirements

Following the aborted effort to assign "people or wind" Trash TMDL NPS LA discharges to PS MS4Ps, a likely unfunded State mandate, on September 9, 2020, the LARWQCB adopted Order No. R4-2020-0112, *Conditional Waiver of Waste Discharge Requirements for Discharges of Trash from Nonpoint Sources in Waterbodies Subject to Total Maximum Daily Loads for Trash*[9]. This order was immediately effective for approved MS4P derived TMRPs; however, it also directed "Responsible Entities" to develop TMRP and MFAC/BMP Program Plans for Board approval, then Permittee implementation. The City of Los Angeles re-submitted its 238-page TMRP, dated December 15, 2016, while the Los Angeles County Flood Control District (LACFCD) re-submitted its one-page TMRP dated 29, 2016, and both asserted that their TMRPs were approved under this order. The City of Los Angeles continued its jurisdictional monitoring on behalf of the "Responsible Entities" identified in the Plan; however, it appears unlikely that other MFAC/BMP programs were implemented. It is unclear how many TMRPs or MFAC/BMP Plans were submitted for review after order adoption; however, most LARW TTMDL "Responsible Entities" have not been notified of Plan comments or approval. Meanwhile, the Trash TMDLs CWWDR expired on September 10, 2025.

2.6 Nonpoint Source Trash TMDL Waste Discharge Requirements

On December 18, 2025, the LARWQCB adopted, effective immediately, Order No. R4-2025-0289, *WASTE DISCHARGE REQUIREMENTS FOR DISCHARGES OF TRASH FROM NONPOINT SOURCES IN WATER BODIES SUBJECT TO TOTAL MAXIMUM DAILY LOADS FOR TRASH*[10]*,* to replace the expiring CWWDR Order No. R4-2020-0112. The eleven Trash TMDLs, merged into this order, have divergent histories, contrasting starting points, and regulate NPS responsible entities with contrasting characteristics. This order reiterates that TMDLs can impose costly unfunded state mandates, different than those imposed through MS4 NPDES Permits. While the order designated "Responsible Entities" may accept LARWQCB EO approved cost-effective implementation strategies, the decision to file a test claim is separate and its veracity will be determined through a legal process distantly related to the current regulatory action.

Part I, Section 1, states: *This Order serves as general Waste Discharge Requirements for Discharges of Trash from Nonpoint Sources in Waterbodies Subject to Total Maximum Daily Loads for Trash (General WDRs or General Order). The requirements established in this General Order ensure that the load allocations for trash established by the TMDLs listed in Table 1 below (collectively referred to as Los Angeles Region Trash TMDLs) are attained. This General Order establishes requirements to prevent and address water quality impacts to waters of the state as a result of trash from nonpoint sources.* We note that point sources of trash, for the Responsible Entities identified in Appendix 1 to the Order, have been controlled to the Maximum Extent Practicable (MEP) WQO of zero, through iterative LARWQCB MS4Ps.

The primary distinctions between the definitions of "Nonpoint source pollution" and "Point source pollution", in Part III Sections 21 and 22, are the means of conveyance, not the water sources, as suggested. For this NSTARP, the Responsible Entity defines "Nonpoint source pollution" as "Fugitive trash, litter, or debris at, or from, a monitoring site identified in Appendix 1 to this order, with significant potential for being directly deposited in an adjacent Los Angeles River tributary."

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[9] https://www.waterboards.ca.gov/losangeles/water_issues/programs/tmdl/waivers/2021/Conditional_WaiverTrash_Final-ADACompliant.pdf

[10] https://www.waterboards.ca.gov/losangeles/water_issues/programs/tmdl/waivers_and_wdrs/2025/_2025_trash_wdrs_order_revised_draft.pdf

Part IV, Section 35.d of the Order asserts that the LARWQCB made "Economic Considerations" in adopting the Order; however, Order costs are substantially dependent on the contents of the LARWQCB EO approved NSTRAP document. We believe this NSTARP to be cost-effective for the Responsible Entity, so long as changes are not required for approval. The following Order section states that "*The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports.*" We note that for Grant Rea Park, the Order benefit is less than 21 gallons of trash per year, of mostly biodegradable paper.

As stated in Part VI, Section 61: *This General Order applies to discharges of trash from nonpoint source areas.* The LARWQCB regulates most areas, of the Responsible Entities, including the City of Montebello, under a separate POINT SOURCE MS4 NPDES Permit Program. As stated in Order Section 62: *This General Order does not apply to discharges that are subject to the NPDES permit program under the federal Clean Water Act…* restated, it is a state or regional Water Board mandate, not a Federal one.

Within the entirety of Part X of the Order, only portions of Section 16 apply to the Grant Rea NSTARP and subsection "n" is both inapplicable and the referenced submittals are no longer required and inapplicable. As in many other portions of the Order and Staff Report, that accompanied it, Subsection 16.d.2 states that *PAC protocols may be based on SWAMP protocols for rapid trash assessment or alternative protocols proposed by dischargers and approved by the Executive Officer.* Since the Order provided no further guidance, and in consultation with Board staff, we reference the *SWAMP Clean Water Team Citizen Monitoring Guidance Compendium for Watershed Monitoring and Assessment*[11], particularly Subsection 4.3.1. Trash, Litter, and Garbage, and the four Rapid Trash Assessment subsections therein.

Within Part XI, section 19, Water Code Sections referring to a "Person" are not applicable to the Responsible Entity, that is the City of Montebello, which owns and operates the monitoring site for the benefit of the residents of the state of California, County of Los Angeles, and City of Montebello.

[11] https://www.waterboards.ca.gov/water_issues/programs/swamp/clean_water_team/guidance.html

3. LA River Watershed to Grant Rea Park

The LARW headwaters include the Santa Monica, Santa Susana, and San Gabriel Mountains, which drain through 640 square miles of the urbanized San Fernando and San Gabriel Valleys, Central Los Angeles, and Gateway Cities Regions, before discharging to Long Beach Harbor, San Pedro Bay, and the Pacific Ocean. The 120 square mile Rio Hondo subwatershed is the largest of the LAR tributaries, primarily draining from the western San Gabriel Valley and foothills. The subwatershed includes many spreading grounds and basins that are operationally important for recharge and replenishment of groundwaters in the Raymond, Main San Gabriel Valley, and Central Basins. The Whittier Narrows Recreation Area and Dam, which detains peak Rio Hondo and San Gabriel River flows to prevent regional flooding, are partially located in the northeastern portion of the City of Montebello. Rio Hondo flows, passing through the dam, may be diverted into the Rio Hondo Spreading Grounds along the western side of the City of Pico Riveria and eastern side of the City of Montebello, and, to a lesser degree, the Cities of Bell Gardens, Commerce, and Downey. Undiverted flows confluence with the Los Angeles River just north of Imperial Highway.

Despite the intervening County levee, Bike Path, Equestrian Trail, and fencing, the mostly dry Rio Hondo led to Grant Rea Park being identified as a Monitoring Site, and City of Montebello a Responsible Entity, in Appendix 1 of LARWQCB Order R4-2025-0289, WDRs for NPS of Trash in LARWQCB Trash TMDLs.

3.1 City of Montebello

With an area of 8.37 square miles and April 1, 2020, population of 62,640 Montebello is a mixed land use, mid-sized, LARW city that drains to Rio Hondo Reaches 1, 2, and 3. Through the installation of Full Capture System (FCS) Connector Pipe Screens (CPS) in the over 1,100 catch basins, most owned by the LACFCD if jurisdictionally within the City, Montebello has significantly contributed, at significant costs, to the control of point source trash and progress towards achieving the zero WLA in the LARW TTMDL and LARWQCB 2021 MS4P. As an Appendix 1 Responsible Entity and Monitoring Site in LARWQCB Order No. R4-2025-0289, the City of Montebello is preparing to implement, hopefully cost-effectively, NPS trash LA controls following LARWQCB EO approval of this Grant Rea Park NPSTARP with PAC/BMP procedures.

3.1.1 Grant Rea Park

As shown in **Figure 3-1**, Grant Rea Park is a 20.7-acre neighborhood municipal park, in northeastern Montebello, at 600 Rea Drive. The park features a children's playground, charcoal grills, tables, picnic shelters, a variety of mature trees, open space play area, multiple walking paths, four baseball fields, the Montebello Barnyard Zoo, access points to the Rio Hondo Bike Path, and public restrooms. The park is fenced on all sides for safety, which also minimizes the discharge of windblown trash and litter. The park is bordered on three sides by streets, with the north and west sides further bordered by single-family homes, while Los Angeles County Parks and Recreational and LACFCD facilities line the east side.

As shown in **Figure 3-2**, this County easement results in a wide flood management and recreational buffer, owned and maintained by the County of Los Angeles, which is another WDR Responsible Entity, between the City of Montebello Grant Rea Park and the expansive, normally dry, Rio Hondo trapezoidal concrete channel "receiving water". The Grant Rea NSTARP and PAC/BMP procedures are limited to the City of Montebello and Grant Rea Park only and any occurrences of noncompliance should consider the potential contribution of NPS trash discharges recreating along the Bike and Equestrian Trails, along with the trash collection procedures and schedules followed by those Los Angeles County Departments.

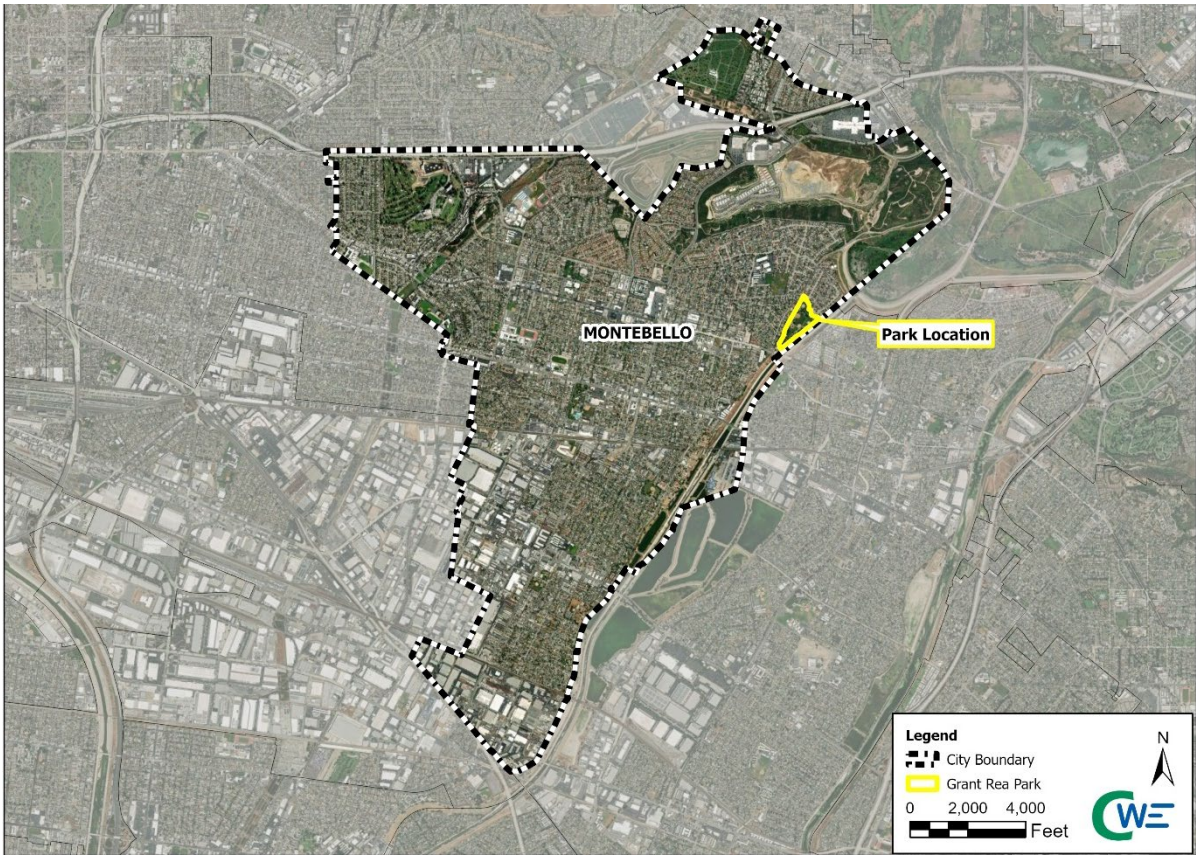

Figure 3-1. City of Montebello Map Showing Grant Rea Park Vicinity.

Figure 3-2 Grant Rea Park Portion with Rio Hondo Levee Easement and Fencing.

3.1.1.1 Grant Rea Park Maintenance

The City of Montebello Department of Recreation and Community Services[12] Director (David Sosnowski) oversees, operates, and coordinates over 84 developed acres, including Grant Rea and nine other Parks, multiple athletic fields, outdoor pickle-ball, basketball, tennis courts, an indoor gymnasium, a skate park, two pools, a splash pad, batting cages, a barnyard zoo, a youth center, an outdoor amphitheater, and a senior center. Picnic areas and ballfields at Grant Rea Park are available for rent and reservations are accepted following Facility Use Policy, including trash[13], litter, and debris removal, signature. Significant Grant Rea Park amenities, restrooms, refuse containers, and picnic facilities are checked for cleanliness daily, by either contractors or City staff, along with daily litter collection at scheduled park portions, (staff or public) reported locations, and where refuse containers are inconsistently used. Trash, litter, debris, and other irregular or unscheduled maintenance issues can be reported by phone to the Department gf Recreation and Community Services at (323) 887-4540 or online using the My Montebello App[14].

During their daily morning shift, Recreation and Community Services Department Staff and contractors, drive logo-marked maintenance trucks through the park to the restrooms which are sanitized, refilled with toilet paper and soap, trash receptacle emptied, and any nearby litter collected. A similar procedure is followed at the picnic shelter, picnic benches, free-standing grills, playground, and trash receptacles where trash or graffiti is removed, then litter collected by trash tong and bucket. Next, the truck is driven to collect any large or heavy debris or broken branches in the park or adjacent street gutters. Finally, the park is purposefully walked, using a back and forth shifting linear pattern, to collect smaller items of litter using a trash tong or work gloves and a plastic bucket. If any unusual or intensive maintenance needs are identified, such as broken picnic benches, playground equipment, sinks or toilets, large fallen tree branches or trees, or holes cut in the perimeter fencing, that area is demarcated with caution tape and additional maintenance support enlisted. All collected trash, litter, debris, and other materials are appropriately and sanitarily disposed of in the Park trash bins or at the Public Works Yard.

The Grant Rea Park Facility Supervisor typically inspects park conditions on Monday and Thursday or when other issues require their specific onsite attention. All facility staff and contractors cross train new employees in their specific responsibilities and duties. This includes interacting with the unhoused, careful collection or reporting of potentially hazardous materials, and the use of Personal Protection Equipment (PPE), such as work and bio-contamination gloves, trash tongs, and plastic bags. The determination of trash broadly follows that used in the General WDR Order which asserts that: "Trash is junk or rubbish generated by human activity, such as cigarette butts, paper, fast food containers, plastic grocery bags, cans and bottles, used diapers, construction site debris, industrial preproduction plastic pellets, old tires, and appliances"; however that definition is further expanded to include the collection of broken toys, papers, large volume food wastes, balloons, soiled clothes, and other discarded materials. When City or contractor staff are found to have neglected their assignments, their immediate Field Supervisor is advised to undertake corrective training, or when necessary prepare documentation to support further Human Resources mediated employment actions. Trash and debris along the Grant Rea Park LACFCD fenceline may be more accessible and removed from the park side, however, materials closer to the County Bike Path or Rio Hondo Channel are the responsibility of those Responsible Entities.

[12] https://www.montebelloca.gov/departments/recreation_community
[13] https://cdnsm5-hosted2.civiclive.com/UserFiles/Servers/Server_58672/File/Departments/Recreation%20Community/Current%20Facility%20Policy%20%20REVISED%2004.19.22.pdf
[14] https://cityofmontebello.hosted2.civiclive.com/cms/one.aspx?portalId=58756&pageId=79084

4. Grant Rea Park PAC/BMP Program

As established in the LARWQCB adopted Order No. R4-2025-0289 in Appendix 1, a PAC/BMP Program is required to be established for Grant Rea Park, which subjects the City of Montebello, as the Responsible Entity, to collect, assess, and dispose of all accumulated trash found in the park, as depicted in **Figure 4-1**, during the PAC event.

City parks are primarily operated and maintained by municipal staff and contracted maintenance providers in a cost-efficient manner. Routine maintenance activities include the regular emptying of trash receptacles, cleaning of restroom facilities, and collection of any scattered trash or fugitive litter within park grounds. These activities are performed on an ongoing basis and verified by City Field Supervisors.

The primary objective of the Grant Rea Park PAC/BMP Program implementation is to enhance documentation and reporting of these existing maintenance activities. This documentation will support annual reporting requirements and may be incorporated into the Upper Los Angeles River Watershed Management Program (ULAR WMP) Group Annual NSTRAP Report, attached to the City's MS4 Permit Individual Annual Report, or included in the City's Los Angeles River Trash Total Maximum Daily Load (LAR TTMDL) Annual Compliance Report.

To maintain cost efficiency, the City's implementation approach is to supplement the existing park maintenance program with a modest, incremental increase in documentation and reporting by City Field Supervisors, rather than establishing a new or separate operational program.

All trash observed within the designated Priority Assessment Category (PAC)/Best Management Practice (BMP) and Non-Structural Trash Reduction and Assessment Plan (NSTRAP) investigation areas will be collected and properly disposed of. Trash accumulation will be evaluated only during the PAC monitoring events and will not include trash deposited between monitoring periods, as the City conducts routine maintenance and trash removal through existing daily and scheduled operations. Monitoring activities will be conducted in accordance with applicable Surface Water Ambient Monitoring Program (SWAMP) protocols and reference guidance.

Based on SWAMP methodology, a trash threshold of 640 gallons per square mile is equivalent to approximately 1 gallon per acre. When applied to Grant Rea Park, which encompasses approximately 21 acres, the calculated threshold equates to 21 gallons of trash per year. This volume represents a relatively small quantity when distributed across the monitoring period. On a quarterly basis, this threshold equates to approximately 5.3 gallons per calendar quarter (three months). Alternatively, if monitoring occurs on a shorter interval, such as every two months, the equivalent threshold would be approximately 3.3 gallons per monitoring period.

The City's objective is to implement monitoring and maintenance practices that demonstrate a progressive reduction in trash accumulation over time, consistent with the intent of the MS4 Permit and applicable Trash TMDL requirements.

4.1 Health and Safety Plan (HaSP)

Following initial employment, city and contract staff are provided with task suitable Health and Safety Plan (HASP) and risk reduction training. Prior to performing a PAC event, maintenance staff are required to hold a Tailgate Safety Meeting and complete the Site Safety Checklist depicted in **Table 4-1**. Facility maintenance and trash collection entails unexpected conditions that may potentially result in health, or

equipment, associated risks, such as off-road driving, exposure to contaminated materials, extreme weather conditions, wild/poisonous animals/insects, and potentially aggressive/protective individuals experiencing homelessness. Direct trash contact should be avoided due to the physical and health hazards that may include concealed hypodermic needles, toxics, human waste, drug use, or manufacturing, paraphernalia. Maintenance staff should exercise good judgment, such as breaking apart trash piles with a sand rake or tongs and wearing latex or nitrile sanitary gloves inside of work gloves. Maintenance staff have access to, and are directed to use, adequate Personal Protection Equipment (PPE) including both sanitary and work gloves, safety boots, knee pads, visibility shirts/vests, hard hats, trash tongs, and safety goggles or glasses. Clean water, disinfectant, and other first aid items should always be available in the truck.

4.1.1 Homeless Individuals

Field staff should exercise extreme care in collecting trash near homeless or potential substance abusers. Use your best judgment in distinguish between trash and someone's perceived possessions. Should an aggressive individual be encountered, the best option is usually to end trash collection, retreat to the safety of your vehicle, and immediately report the incident to the Field Supervisor or law enforcement.

4.2 PAC/BMP Events

While the General WDR Order references State Surface Water Ambient Monitoring Program (SWAMP) Rapid Trash Assessment (RTA) protocols, they are applicable to wadeable streams and require slight process modifications to be used in urbanized municipal parks as detailed in the standard operation procedures section. To avoid collection calibration, methodological, and assessment discrepancies, this plan anticipates that monthly PAC events will be undertaken by Field Supervisorial staff almost exclusively midday on Mondays. Since Supervisorial staff work Monday to Thursday, excluding holidays, and Grant Rea Park rarely hosts special events, we anticipate that nearly all Critical Condition or Special Event initiated PAC events would occur on either Monday or Thursday. This scheduling supports the delivery of trash and litter collection feedback to primary maintenance staff, which should further reduce potential discharges. Supervisorial staff usually provide new hire HASP and risk reduction training and supply PPE, alleviating these General WDR Order PAC Event concerns for this location.

4.2.1 PAC/BMP Schedule

The above identified routine park maintenance, trash, and litter collection activities are scheduled for, and normally occur on, Monday mornings at Grant Rea Park, subject primarily to holiday adjustments and higher priority immediate needs at other City facilities.

Since the Responsible Entities conduct daily and more frequent trash collection at the subject NPS facilities, regardless of the Order, a PAC event initial frequency of once per month, during the last week of the month, is proposed.

Scheduled regularly, and post-event, maintenance is performed at Grant Rea Park by city staff that empty trash receptacles, clean picnic and restroom facilities, and collect litter; while the monthly scheduled, and post-event, PAC/BMP is performed by Supervisory staff that search for fugitive trash which is then collected into a two-gallon lidded plastic bucket with a line drawn, half of the way up, to represent 1 gallon, for consistent cumulative tracking of the 21.7-gallon, July 1 to June 30, annual trash load. The contents are photographed regularly, for annual trash

reporting documentation, and to guide BMP implementation. When annually collected trash exceeds 21.02-gallons, corrective BMP actions would be initiated by the City Supervisor which, depending on the trash source, amount, and type, may include the following:

- Oral trash and litter control re-education and training of maintenance staff;
- Written trash and litter control education, methods, and training for maintenance staff;
- Placement or replacement of additional suitable institutional trash receptacles;
- Oral and then written notice of incomplete services contract execution;
- Maintenance staff replacement, reassignment, or termination;
- Revocation of services contract for non-performance; and
- Increased frequency of facility maintenance and/or PAC oversight.

4.3 PAC/BMP Standard Operation Procedures (SOP)

A PAC event, or assessment, emphasizes the visual identification and cumulative annual collection of trash and litter, following normal maintenance activities. If maintenance activities are effectively being performed, the PAC events should cumulatively identify little to no trash. If PAC events collect and dispose of more than 20.7 gallons annually, the maintenance program needs improvement. If less than 20.7 gallons of trash is collected annually, then the City may request from the LARWQCB a reduction in the frequency of PAC events conducted. PAC trash collection events should be performed when park and weather conditions are safe and ambient light levels sufficient to meet the program objectives of trash and litter collection and disposal.

Part X. Section 16.c.2. describes that load allocations for Responsible Entities within the Los Angeles River Watershed Trash TMDL shall not exceed 640 gallons per square mile per year, which for Grant Rea Park allots a total of 20.7 gallons of trash per year. A bucket capable of holding more than 20 gallons would be unmanageable for field collection, thus highlighting the importance of accurately recording the cumulative total and allowing the waste to be disposed of when the 2 gallon plastic bucket reaches its capacity.

Performance of a PAC event requires the following equipment: appropriate PPE, 2 gallon marked plastic bucket with lid, and trash tongs. After leaving the bucket lid in the car, the Field Supervisor would start about ten feet south and ten feet west of the Northwest park corner, then walk due east, seventy-five feet to the opposite end of the park, before turning south and walking twenty feet, then turn and walking three hundred feet due east, before again walking twenty feet south. This pattern would be repeated with each east to west and west to east transect being about twenty feet further south than prior, as shown in **Figure 4-1**. The total distant covered would be about two miles and should require less than two hours. As any trash or litter is observed, it would be collected with the trash tongs or by gloved hand and added to the plastic bucket.

Figure 4-1. Grant Rea Park PAC/BMP Trash Collection Walking Transect Pattern.

Once the PAC transect of the park has been completed, and any trash or litter collected, the Field Supervisor would then return to their vehicle and complete the next data row of the Grant Rea PAC Reporting Form, shown on **Table 4-2**. The first four columns refer to the date, time, individual performing the PAC, and type of PAC Event completed, which will normally be "monthly", with a limited number of "critical" (wind) condition or "special" events. The trash column will contain the cumulative annual July 1 to June 30, volume of trash and litter collected. Extra lines, at 0.1-gallon increments, may be added to the bucket, if needed for estimation purposes. The trash may be compacted to compress crumpled paper or cups and present a flat surface for total volume estimation, but not unreasonably crushed to reduce the cumulative volume, with between 5-10 pounds of compressive force being permitted to use (approximately 1 liquid gallon of water weight) for paper cups and similar containers. This data form may be photocopied or printed as a single page from this Grant Rea PAC/BMP Program Plan. With approximately thirty rows per sheet, one sheet should generally be sufficient for a year of reporting. Between events, the lid should be snapped back onto the bucket so that the cumulative volume remains, until end of year disposal on June 30th. A digital photograph, with time stamp, of the bucket contents should be taken for each event and archived digitally on an agency computer/server, to document and validate ongoing collection of the annual cumulative trash and litter volume collected. The comment column may note that a photo of the bucket contents was taken, unusual issue(s), such as trash placement between maintenance and completion of the PAC Event, or another mitigating factors.

4.3.1 Critical Condition and Special Event Park Maintenance

Although the General WDR Order makes nineteen references to "critical conditions" as a PAC event initiation criterion, only footnote 3, defines it as a high wind event defined as a "periods of wind advisories issued by the National Weather Services", but limits it to Specific Provisions Section 10, the Malibu Creek Watershed TTMDL, and not Section 16, the LARW TTMDL. Due to the many large and mature trees at the park, high winds often result in downed branches and for supplemental maintenance, including trash and litter collection. A critical condition event would be triggered by any wind events with sustained winds of 31 to 39 mph for an hour or more and/or wind gusts of 46 to 57 mph for any duration. The Field Maintenance Supervisor is able to accesses specific site weather data at https://www.weather.gov/wrh/print?lat=34.07&lon=-118.1, while regional weather advisories issued by the National Weather Service (NWS) Oxnard Forecast Office, including those for wind, are posted at https://www.wrh.noaa.gov/total_forecast/getprod.php?afos=afdlox&wfo=lox&new.

Likewise, the General WDR Order, makes three references to "special events" being a PAC event initiation criterion, when safe, including Specific Provisions Section 12, which references the LARW TTMDL; however, no further definition or clarification was apparent in the order, so any interpretation by the City is subjective. As stated above, at 20.7 acres, a few benches, one restroom facility, and the majority of open space being allocated to baseball fields the park is poorly suited for public special events, which the City would normally hold at Montebello Park, which is not adjacent to LARW tributaries. Supplemental park maintenance may be necessary in response to holidays, warm weather, and staff, resident, Water District, or Sherriff Deputy reports of excessive litter.

4.4 Staffing, Replacement, and Supervision

When the NSTRAP responsible person leaves the Responsible Entity without training a replacement, the Responsible Entity is only responsible for training a replacement as soon as supervisory personnel are made aware of the change in employment. Access prohibition by another agency is a cause for non-compliance, until such time as agency differences can be resolved.

Table 4-1. Grant Rea Park PAC/BMP Trash Assessment and Reporting Form.

Grant Rea Park PAC Program: Trash Collection Recording Sheet			Event Type: Monthly, Critical (Wind) Condition, or Special Event. Trash: If July 1 to June 30 Trash Exceeds 20.7 Gallons, additional corrective actions and Best Management Practices (BMP) must be proposed, implemented and capture effectiveness documented. Comments: Assess trash type/source, volumes, and conditions		
Date	Time	Name of PAC Event Lead	Event Type	Trash (gal)	Trash Type/Comments

5. NSTAAR

As summarized in Section 2, the 2025 Trash General WDR for Discharges of Trash from Nonpoint Sources regulatory foundation is uneven, and annual reporting requirements incongruent, based on the requirement for LARWQCB EO review and approval of a revised or affirmed NSTARP for the Los Angeles River Trash TMDL. Since the NSTARP emphasizes receiving water trash monitoring from many nonpoint sources, while a PAC/BMP Program "consists of regularly scheduled trash assessment, collection, and disposal" and "Responsible entities shall implement PAC/BMP programs approved by the Executive Officer" the City has prepared this Grant Rea Park PAC/BMP Program Plan with the intent of directly submitting for Board approval.

5.1 Responsibility, and Delegations

Title or consultant, back up DPW. Notification Letter. Certification?

5.2 Contents

Since Specific Provision 16.e, of the Trash General WDR for Discharges of Trash from Nonpoint Sources, directs that "Responsible Entities for the Los Angeles River Trash TMDL shall submit annual NSTARP reports on or before December 15" with the following PAC/BMP program elements included, Responsible Entities will submit the required reports to the location identified by Elisha Wakefield, of the LARWQCB, submittal guidelines.

- A report of any non-compliance with PAC/BMP program requirements from the previous year;
- A report on the amount of trash collected at each PAC event from the previous year;
- An analysis of PAC Event results, which if showing annual trash and litter PAC collection volumes above 20.7 gallons or increasing trends, proposes additional BMPs and PAC events;
- If PAC Event annual trash and litter collections are decreasing, and less than 20.02 gallons, the LARWQCB EO may approve a revised PAC/BMP Program with longer intervals between Events.

The NSTARP Annual Report will be due each first August business day, following the first July first to June 30th reporting year, after receipt of the LARWQCB EO written approval of the Responsible Entity, or facility, draft NSTARP. Statistically significant increasing trend over at least four annual periods. Should the Responsible Entity achieve WQOs for four years, the RE may request release for this or future derived orders. X.22 only this NPSTARP.
California Environmental Data Exchange Network[15] (CEDEN)

All data collected as part of PAC/BMP programs will be submitted to the LARWQCB in California Environmental Data Exchange Network[16] (CEDEN) compatible electronic tabular format.

5.2.1 Compliance Assessment

[15] https://ceden.org/index.shtml
[16] https://ceden.org/index.shtml

Compliance for PAC/BMPs will be assessed through the verification of field activities by reviewing archived photographic documentation, ensuring the PAC events were conducted at the scheduled intervals (or noting otherwise if events needed to be rescheduled due to holidays or unforeseen circumstances) and through reviewing the PAC/BMP Trash Assessment and Reporting Form in reference to archived photos to ensure the volume of trash collected is accurately reflected on the forms. Once the reporting form has been completed for the year and the reported activities match the photographic documentation, the cumulative total volume of trash will be assessed, leading to one of the following: a continuation of PAC/BMP protocols, a reduction in number of PAC events, or implementation of additional BMPs in the event that more than 20.7 gallons of trash were collected within the reporting period.

5.3 Submission Deadline

The City of Montebello will submit the required annual report to the Los Angeles Regional Water Quality Control Board (LARWQCB) no later than September 1 of each reporting year. The report will be transmitted electronically to the Regional Board at RB4-TMDL@waterboards.ca.gov , in accordance with applicable reporting requirements.

The submittal will document the City's implementation activities associated with the Grant Rea Park PAC/BMP Program, including monitoring observations, maintenance activities, trash collection documentation, and any other relevant information demonstrating compliance with applicable Trash Total Maximum Daily Load (TMDL) requirements and the City's MS4 Permit obligations.

Where applicable, the information may also be incorporated into the Upper Los Angeles River Watershed Management Program (ULAR WMP) Group Annual NSTRAP Report, the City's MS4 Permit Individual Annual Report, or the Los Angeles River Trash TMDL Annual Compliance Report, as appropriate, to ensure consistent and coordinated regulatory reporting.

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: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4249 WITH LADAYU CONSULTING GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4249 between the City of Montebello and Ladayu Consulting Group to increase compensation by $450,000 for the remainder of the contract period, bringing the total not-to-exceed amount to $750,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Ladayu Consulting Group is one of five engineering firms on the City's on-call engineering bench list for the City's various Capital Improvement Projects (CIP). On November 13, 2024, the City entered into an agreement with Ladayu for a not-to-exceed amount of $300,000. Since that time, the City has advanced multiple ongoing projects and is preparing to implement a comprehensive Five-Year Capital Improvement Plan, which will significantly increase the number and complexity of projects requiring professional oversight.

To support current and future projects, additional construction management and inspection services are necessary to ensure proper oversight of contractor performance, project schedules, budgets, and regulatory compliance. These services include reviewing pay applications and change orders, coordinating with contractors, conducting field

inspections, and verifying that work meets approved plans, specifications, and applicable standards. Adequate construction management and inspection support helps minimize delays, control costs, maintain quality, and reduce potential liability.

Staff recommends increasing Agreement No. 4249 by $450,000, bringing the total not-to-exceed amount to $750,000 for the remainder of the contract period, which runs through December 31, 2027, with two optional one-year extensions. Funding for these services will be provided by local return funds, including Proposition A, Proposition C, Measure M, and Measure R. Execution of Amendment No. 1 (Attachment A) does not guarantee compensation for all work, as projects will continue to be distributed among the five on-call firms based on expertise and project needs, ensuring flexibility and efficient delivery.

BACKGROUND/DISCUSSION:

On November 13, 2024, the City entered into an agreement with Ladayu Consulting Group to provide construction management and inspection services in an amount not-to-exceed $300,000. These services are critical to the successful delivery of the City's Capital Improvement Projects (CIP), as they help ensure projects are completed on time, within budget, and in compliance with applicable regulations and standards. Ladayu provides oversight by monitoring contractor performance, reviewing pay applications for time and material, and coordinating stakeholders to maintain schedule and efficiency. Field inspections confirm that construction aligns with approved plans and specifications, materials meet required standards, and work complies with building codes, environmental regulations, and accessibility requirements, including the Americans with Disabilities Act (ADA). Collectively, these efforts protect the City's investment, manage risk, and uphold quality expectations for public infrastructure.

Ladayu Consulting Group has demonstrated extensive knowledge, expertise, and responsiveness in supporting the projects in the City's Capital Improvement Program. The team communicates proactively with City staff and contractors, promptly addresses field issues, and maintains detailed project documentation. Their familiarity with public works standards and compliance requirements has helped minimize delays and ensure high-quality workmanship. Their professionalism and reliability have made them a trusted partner in advancing the City's projects efficiently and in the best interest of the community.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Amendment No. 1 to Agreement No.

4249 (Attachment A), increasing the not-to-exceed amount by $450,000, for a revised total not-to-exceed amount of $750,000 for the remainder of the contract term (December 31, 2027). Funding will be appropriated during the budget process from Local Return Funds (i.e., Proposition A, Proposition C, Measure M, and Measure R). Staff also recommends the City Council authorize the City Manager to execute Amendment No. 1 on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 4249
2. Attachment B - Ladayu Consulting Group Professional Services Agreement No. 4249

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4249
WITH LADAYU CONSULTING GROUP

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11 day of March 2026, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "City") and LADAYU CONSULTING GROUP, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into an agreement for architectural and engineering professional services dated November 13, 2024 ("Agreement"); and

WHEREAS, the Parties wish to increase the total compensation to support current and future projects and provide services such as reviewing pay applications and change orders, coordinating with contractors, conducting field inspections, and verifying that work meets approved plans, specifications, and applicable standards; and

WHEREAS, under Section 2c of the Agreement **SERVICES/COMPENSATION**, the Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6 of the Agreement **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENT

SECTION 1. RECITALS. The foregoing recitals are true and correct, and incorporated by the Parties as a substantive part of this Amendment No. 1.

SECTION 2. SERVICES/COMPENSATION. Through this Amendment No. 1, the Parties hereby agree to increase the total not-to-exceed compensation amount from Three Hundred Thousand Dollars ($300,000.00) to Seven Hundred Fifty Thousand Dollars ($750,000.00).

SECTION 3. INCORPORATION OF REMAINING TERMS. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**LADAYU CONSULTING GROUP**
Raul Alvarez, City Manager	Daniel Garcia, PE, REA, CPP
Dated: _____	Dated: _____

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
ON-CALL BENCHLIST
PROFESSIONAL SERVICES AGREEMENT NO. 4249
FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH
LADAYU CONSULTING GROUP
(RFP No. 25-06)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 13, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and LADAYU CONSULTING GROUP, 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 provide architectural and engineering professional services to 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; 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 26, 2024 ("RFP No. 25-06") 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. 25-06, attached hereto as **Exhibit "A"**
c. The CONSULTANT'S Proposal to RFP No. 25-06, attached hereto as **Exhibit "B"**
d. Local Assistance Procedures Manual (LAPM) Exhibit 10-R,

Appendices A and E as **Exhibit "C"**

e. 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. 25-06 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 **Three Hundred Thousand Dollars ($300,000)** (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.

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 **November 13, 2024**, and shall terminate on **December 31, 2027** ("Date of Completion"), with an option to extend up to two (2), one-year terms; 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@montebelloca.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:	Ladayu Consulting Group Daniel Garcia, PE, REA, CPP 316 Tejon Place Palos Verdes Estates, CA 90274 (310) 968-7263 dgarcia@ladayucg.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 subconsultant*s* 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

Raul Alvarez (Nov 21, 2024 14:08 PST)

Raul Alvarez, City Manager

Date: 11/21/2024

("CONSULTANT")

LADAYU CONSULTING GROUP

Daniel Garcia

Daniel Garcia (Nov 20, 2024 15:04 PST)

Daniel Garcia, PE, REA, CPP

Date: 11/20/2024

ATTEST:

Christopher Jimenez (Dec 3, 2024 19:51 PST)

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman

Arnold M. Alvarez-Glasman (Dec 3, 2024 18:58 PST)

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 – LAPM Exhibit 10-R, Appendices A and E

Exhibit “A”

RFP No. 25-06

CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 06

On-Call Engineering and Architectural Services

Release Date: Thursday, September 26, 2024

Questions Due: Tuesday, October 15, 2024, at 11 a.m. PDT

Due Date: Monday, October 28, 2024, at 11 a.m. PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

September 26, 2024

PROJECT

On-Call Engineering and Architectural Services

PROPOSAL OWNER

City of Montebello – Department of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: croldan@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Department of Finance
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Michael Solorza, Director of Finance
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@montebelloca.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, October 15, 2024, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

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

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Appendix A – Proposal Content and Format
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Appendix D- Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from qualified consultants to provide on-call engineering and architectural services following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

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

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

Questions must be submitted by **Tuesday, October 15, 2024, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, October 28, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective consultants to submit a proposal to provide on-call engineering and architectural services. The goal is to have consultants perform roles in engineering, design, construction management, and various other public works related capacities.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, September 26, 2024
- Online Q&A Deadline — Tuesday, October 15, 2024,11 a.m. PDT
- Deadline to Submit Responses — Monday, October 28, 2024, at 11 a.m. PDT
- City Review of Submissions — Early/Mid-November 2024
- Notifications Sent to Proposers — Early/Mid-December2024
- Award — January 2025

4.0 Purpose

The purpose of this solicitation is to identify a qualified consultant that can provide the City access to specialized expertise for a range of services required for Capital Improvement Projects. The agreement issued by this RFP will provide flexibility and efficiency in obtaining professional support for General and Traffic Engineering, Design, Construction Management, Part-time Public Works Inspection, Utility Engineering, NPDES/MS4 compliance, sewer and storm water design, and Architectural services. These services will aid the department’s ability to meet project needs and regulatory meet compliance requirements in federal, state, county and local mandates effectively. On-call services shall commence tentatively on December 2, 2024 and shall remain and continue in effect until December 31, 2027.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2) year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected consultant. The City may opt to award multiple consultants for on-call engineering and architectural services.

5.0 Scope of Work/Services

Under the general direction of Public Works staff, Consultant shall perform consulting services on an “on call or as-needed” basis for various projects assigned by the City. For each on-call service request, the Consultant and the City will agree upon the specific scope of work and cost for that project. The City has the right to retain other consulting firms at its sole discretion when the City believes there will be an economic or other significant advantage for doing so. Services for each contract will be provided on a negotiated fee basis, per work order. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and materials with an annual not-to-exceed limit agreed upon by both the Consultant and City before work begins.

The scope of work for any one project may involve a particular phase of a project development design or construction and may include but not be limited to the following:

- Developing an overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project.
- Preliminary engineering design concepts, studies, reports, final engineering design of capital projects for bidding purposes (final plans, engineering estimate and plans (PS&E). Activities may include but are not limited to the review of third-party plans and specifications. Oversee the preparation of technical reports and designs for approval/acceptance by the City Engineer.
- Provide Bid Administration, and Construction Management, for sewer, water, storm drain, traffic signal and street improvements.
- Provide Inspection services if requested and as needed for capital Improvement projects such water treatment facilities, sewer, water, storm drain, traffic signals, street improvements.
- Provide construction management services for repair and replacement of City infrastructure. Construction management activities which include, but are not limited to, planning, preparing and communicating schedules and progress of project activities and expenditures, assisting others in establishing project schedules and milestones, setting and evaluating progress on project tasks.

- Manage and closely monitor CIP budgets to ensure that projects are delivered in a timely manner and within the approved budget. Prepare and review invoices for construction projects, prepare change orders and process invoices.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to Request for Information (RFI); draft change orders; assist city staff with contract negotiations; and review pay estimates.
- Provide in-house personnel or sub-consultants for specialties such as electrical, structures, survey landscape, and geotechnical engineering.
- Provide engineering services including preliminary studies, public outreach, drawings, exhibits.
- Assist City staff in processing paperwork and/or Projects through Caltrans Local Assistance, Caltrans Permits, other Caltrans Departments, County of Los Angeles, Metro, and other agencies for federal and state funded projects.
- Review correspondence from state and federal permitting agencies that require response or action from City Public Works staff.
- Architecture and Landscape Architecture Services.
- City Engineer – Part-time staff augmentation

6.0 Consultant Qualifications
The selected consultant must have the following minimum qualifications:

A. Experience working with City Public Works Departments

B. State of California Professional Engineering, Civil Engineering, Traffic Engineering, Geotechnical Licenses

Background Check
Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal
Please review Appendix A - Proposal Format and Content, attached hereto and

incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

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

8.0 Evaluation Criteria

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

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 60%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills

ii. Reputation for integrity and competence – 20%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

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

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

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

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

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is

determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

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

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

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Proposer a fair review and shall have up to ten (10) working days to review the protest and render its decision.

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

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

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

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

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

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

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

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

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

Required Insurance Documentation

Certificate of Insurance
The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)
In addition to the Certificate of Insurance, the consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and

agents" must be endorsed to the consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

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

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

Waiver and Modifications of Insurance Requirements

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

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

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

12.0 Use of Federal Funds

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

(also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

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

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

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

13.0 Non-Commitment of City

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

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

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

16.0 Subcontractors

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

17.0 Modifications/Changes

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

18.0 Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information

received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Proposer and propser's representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit proposers and their representatives from submitting questions regarding this RFP pursuant to the directions provided herein, or making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Proposer failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample of PSA

Appendix C – References

Exhibit “B”

CONSULTANT’S PROPOSAL TO RFP NO. 25-06

October 28, 2024

REQUEST FOR PROPOSALS

RFP 25-06 – On-Call Engineering and Architectural Services

Prepared for:

City of Montebello
Development of Public Works
1600 West Beverly Blvd.
Montebello, CA 90640
ATTN: Cesar Roldan, Director of Public Works

By:

Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274
www.ladayucg.com
(310) 968-7263

October 28, 2024

Cesar Roldan, Director of Public Works
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

RE: RFP 25-06 - On-Call Engineering and Architectural Services

Dear Cesar,

Ladayu Consulting Group (LCG) is pleased to present our proposal to provide the City of Montebello with On-Call Engineering and Architectural Services. LCG is a Municipal Services staff augmentation company specializing in Municipal Engineering, such as City Engineering, Traffic Engineering, Construction Management and Inspection, Water, Sewer and Storm Drain Engineering, Project Management, Grant Management. For this proposal, LCG will sub-consult with JMD Engineering (project design), BPR Consulting Group (structural, electrical, etc.), and Ninyo & Moore (Geotechnical Engineering). All key project staff and sub-consultants will be available and able to respond instantaneously as the need arises for the City once a Notice to Proceed (NTP) is issued.

LCG has specialized in providing Municipal Engineering Services to California cities since our founding. The leadership and management team at LCG are individuals with a passion to provide professional civil engineering services to cities. We only serve public agency clients, typically in a staff augmentation and project management role. We believe that our exclusive commitment to public agency clients is important since it allows us to avoid any real or perceived issues regarding conflicts of interests.

I will act as Principal-In-Charge for this engagement. As President of LCG, I am authorized to bind the firm to all commitments made in our proposal. I have authorized Daniel Garcia, Vice President, to be the Contract Manager and QA/QC for the City of Montebello. Daniel's contact information follows:

Daniel Garcia, PE, REA, CPP (authorized to submit RFP and negotiate on LCG's behalf)
Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274 (only company address)
dgarcia@ladayucg.com | C: 310.968.7263
website: www.ladayucg.com

LCG appreciates the opportunity to present our qualifications, experience and desire to provide On-Call Engineering and Architectural Services for your review and consideration. This proposal will be valid for 180 days from submittal. LCG ACKNOWLEDGES RECEIPT OF ANY ADDENDUMS, IF ISSUED, FOR THIS RFP.

Sincerely,

Ladayu Phaphan, Founder and President

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Ladayu Consulting Group

Section 1 – Project Understanding and Approach

I. General Company Information

The seamless integration of municipal service professionals in support of public agencies has been our purpose since **Ladayu Consulting Group (LCG)** was formed in 2015. LCG was founded by individuals with a passion for serving municipalities. Our employees span a multitude of disciplines within public works and engineering departments throughout California.

Ladayu Consulting Group provides a host of services to cities including:

- City Engineering
- Construction Management & Inspection
- Civil/Private Development Plan Review
- Land Development/Subdivision Map Act
- NPDES/MS4 Compliance
- Landscape Architect
- Public Works Management
- Project and Program Management
- Traffic Engineering
- Grant Administration

LCG's staff has held senior and executive management positions within numerous California cities including titles of City Engineer, Construction Manager, Inspector, Project Engineer, Plan Review Engineer, NPDES/MS4 Compliance, Grant Administrator, and other well-seasoned management personnel. This depth of experience brings a high level of expertise and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We furnish both technical excellence and a thorough understanding of the regulatory process to assist our clients through the sometimes daunting complexities associated with the delivery of projects, implementation of important public programs, and adoption of significant public policy.

LCG was formed and founded in 2015 and established our Engineering office in Palos Verdes Estates. We are a sole proprietorship. Our legal name is Ladayu Consulting Group. LCG's Federal Employer Identification Number is 36-4967928. Our official business address and primary point of contact follows:

Daniel R. Garcia, PE, REA, CPP – Contract Manager
Ladayu Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274 (only business location/address)
dgarcia@ladayucg.com | C: 310.968.7263
www.ladayucg.com

II. Subconsultant Teaming Information

To provide the complete spectrum of services listed in the RFP's Scope of Services, we have teamed with the following subconsultants to provide targeted services:

- **JMD Engineering** ..... Design Services
- **Ninyo & Moore**..... Geotechnical and Materials Testing Services
- **Coast Surveying, Inc** ..... Surveying Services
- **BPR Consulting Group**..... Electrical and Structure Engineering Services

III. Project Understanding and Approach

LCG understands the City of Montebello is seeking experienced and qualified consultants to perform General and Traffic Engineering, Design, Construction Management, Part-time Public Works Inspection, Utility Engineering, NPDES/MS4 compliance, sewer and storm water design, and Architectural services on an "on call or as-needed" basis for various projects assigned by the City.

LCG's approach and methodology to implementing the City of Montebello's On-Call Engineering and Architectural Services is to provide the City with the best qualified Part-Time City Engineer, Construction Manager, Inspector, Design Engineer, Project Manager, Landscape Architect, Grant Administrator, Associate Engineer, Geotechnical Engineer, etc. in order to efficiently manage the individual projects/tasks with respect to costs/budget.

LCG has experienced City Engineers and has designated **Daniel R. Garcia, PE, REA, CPP** to serve as the Part-Time City Engineer on this project for the City of Montebello. Daniel will provide city engineering services for the City of Montebello as part-time staff augmentation. He will also serve as the Contract Manager in charge of implementing this contract and the QA/QC manager enforcing the QA/QC protocol. Daniel will be the central point of communication for LCG and will report directly to the City of Montebello's Project Manager assumed to be Cesar Roldan, Director of Public Works.

Tony Antich, PE will serve as Project Manager providing project management services, assist City staff in processing paperwork and/or Projects through Caltrans Local Assistance, Caltrans Permits, other Caltrans Departments, County of Los Angeles, Metro, and other agencies for federal and state funded projects, Review correspondence from state and federal permitting agencies that require response or action from City Public Works staff, NPDES/MS4 compliance, and manage all the subconsultants proposed in this RFP.

Ludwig I. Smeets, PE will serve as Construction Manager providing construction management services as listed in this RFP's Scope of Services. He will manage and coordinate all construction activities, conducting field visits, and report to the City of Montebello's Project Manager.

Ludwig will be assisted by **Angel Quintero**, Inspector, who has had over 28 years of inspection and public works management. Angel will provide inspection services in this project. He is currently working on the CIP2019-02 Slauson Avenue Congestion Relief Project in the City of Huntington Park.

Oranos Mekwian, Associate Engineer, will provide construction management support, keep track and log all the construction documents for this project for the City.

Ann Herner will serve as Grant Administrator providing Grants Administration services as required by this contract. She has over 30 years of experience in the State of California working for various jurisdictions.

Patrick J. Reynolds, PLA will serve as Landscape Architect providing Landscape Architect services as required by this RFP. He will coordinate with City staff, consultants, City Engineer, and LCG's Construction Manager for CIP projects and other City projects.

JMD Engineering will serve as Design Services Subconsultant providing public works/CIP project design services, traffic engineering, and public outreach in this project.

Ninyo & Moore will serve as Geotechnical and Material Testing Services Subconsultant providing geotechnical and material testing services and all material source inspection, sampling, and testing.

Coast Surveying, Inc. will serve as Surveying Services Subconsultant providing surveying landscape services.

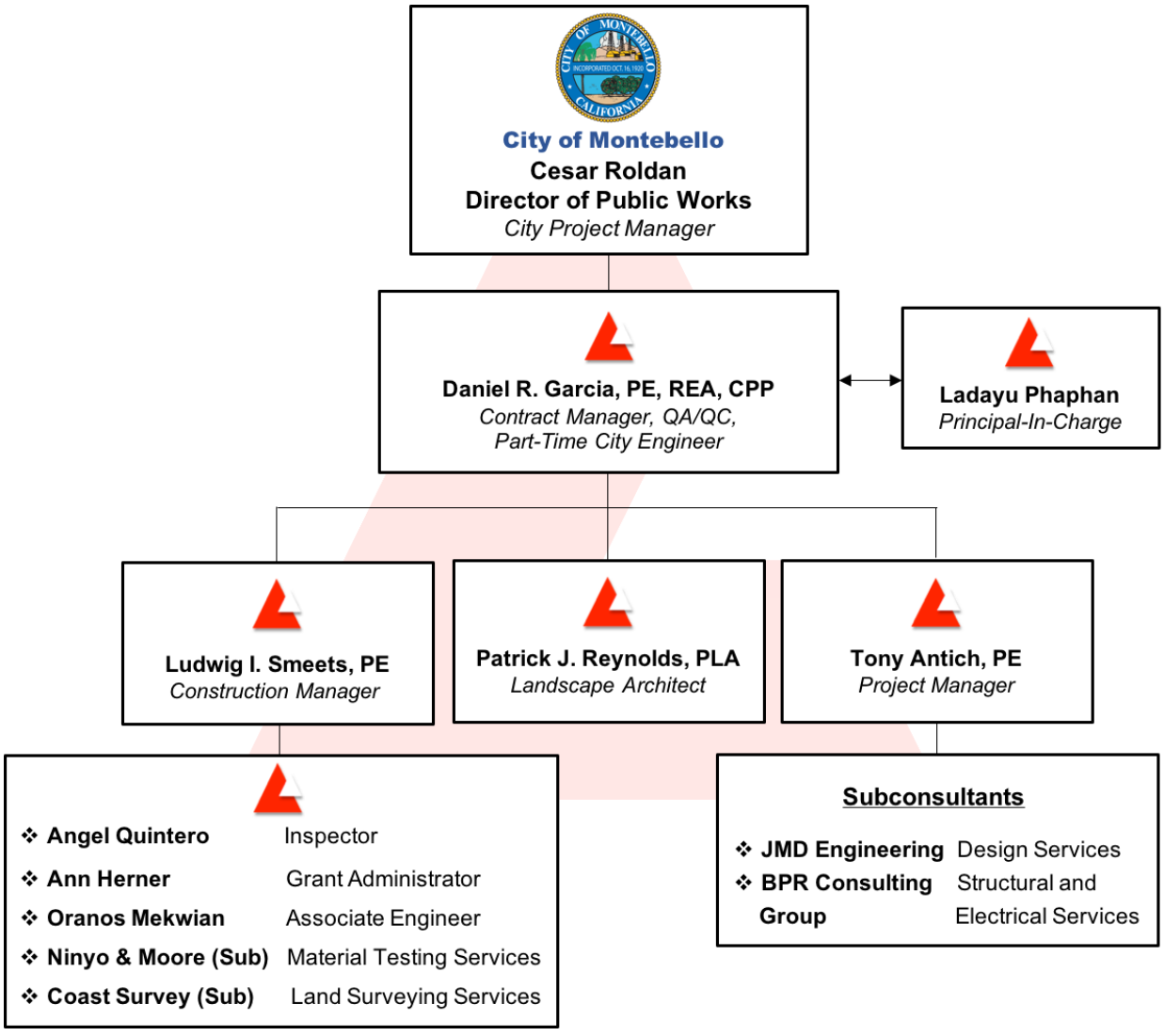
BPR Consulting Group will serve as Electrical and Structure Engineering Services Subconsultant providing electrical and structure engineering services.

IV. Key Milestones and Deliverables to Perform the Requested Services

Once a Notice to Proceed (NTP) is issued, specifically how LCG will implement each task, the Work Plan will be analyzed and recommended with proposed hours for each service other than those tasks specifically delineated in the RFP. Those tasks will be managed and executed per the City's Scope. Each team member is available and this will be detailed in the actual work plan developed after the Director of Public Works has had a chance to analyze the City's situation. All staff in this proposal will be managed under the Director of Public Works' supervision and LCG will adhere to the established project organization chart/work plan.

V. Project Organization Chart/Work Plan

All communication on this contract will follow the following Project Organization Chart/Work Plan:



Montebello Project Organization Chart/Work Plan

VI. LCG's Approach to Document Controls to Track Project Progress and Expenditures in Construction Management Projects

LCG will maintain the project document folder to keep all the project documents for each project e.g. contract, plan, specification, expenditure, etc. and develop the project log for tracking the project progress/status and expenditures. The project log shall include receipt date, transmittal date, project information, project progress/status, expenditure, etc. Our Contract Managers monitor contracts for compliance and adhering to the conditions of the project. All project information is maintained and filed as required by all of the project stakeholder agencies (i.e. state, federal, etc.) until project completion whereas it is turned over in hard copy and electronic format to the City.

VIII. LCG's Quality Assurance and Quality Control (QA/QC)

LCG understands the need for construction management projects during the term of the agreement to ensure Quality and to provide control procedures to reduce the risk of errors and omissions in the delivery of projects to the City. For the City of Montebello, LCG has assigned Daniel R. Garcia, PE, REA, CPP as the QA/QC as well as the Contract Manager and Part-Time City Engineer. Daniel will be responsible for ensuring high quality work, control costs and to provide accurate and timely invoices for this contract. He will establish procedures for the QA/QC Plan for construction management activities.

Five Sections of the QA/QC Plan: The QA/QC Plan will be organized into 5 sections:

1) Organization and Responsibility
2) Execution and Schedule
3) Procedural Requirements
4) Requirements for Sub-consultants
5) Project Quality Management Audits

The QA/QC Plan will incorporate procedures to ensure reviewed by the City of all project documents (both print and electronic) are addressed. These sections will define requirements and procedures for checking, reviewing, distributing, tracking, and controlling documents for QA/QC.

Daniel Garcia, QA/QC, will submit the project specific QA/AC Plan to the City within 30 days of the Notice to Proceed. The project organization chart will be included in the Plan with all those indicated that will perform QA/QC reviews. Deliverables will have a statement that all of the information contained in the submittal has been QA/QC checked and in accordance with the Plan.

LCG's QA/QC will assure consistent quality for the City of Montebello. The quality should be consistent with the City of Montebello's policies and procedures as well as according to engineering standards of practice with respect to city, state and federal laws and guidelines.

Section 2 – Relevant Experience

LCG had experience in CIP and public works projects including for local agencies that are directly related to the discipline being considered. A summary of recent relevant projects that LCG and assigned personnel have performed within the past 5 years for public agencies in Southern California that are similar in nature that is being requested in this RFP are shown as below.

- **City of Huntington Park**

  Steve Forster, Acting Public Works Director
  6550 Mile Avenue., Huntington Park, CA 90255
  562.587.4860 | sforster@hpca.gov

  - **Name of Project:** CIP2019-02 Slauson Avenue Congestion Relief Project.

    Services Provided: Construction Management & Inspection Services, Constructability Review, and request for Measure R funding for an additional funds. ($11.3 million)

    Description of the Work: Replace pavement from Wilmington Avenue to State Street, replace signalization at 5 intersections, upgrade ADA access, etc.

    Status and Contract expenditures: Prime. Start December 6, 2023 to February 26, 2025. (Total Contract Expenditures $450,000)

- **City of Maywood**

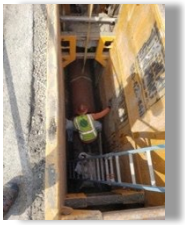
  David Mango | Public Works Director/Building Official (retired)
  4319 E. Slauson Avenue, Maywood, CA 90270
  323.365.0013 | davidjmango@yahoo.com

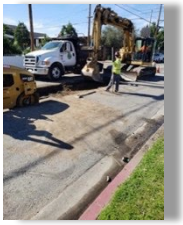
  - **Name of Project:** USEPA/CDBG funded Sewer Replacement Project

    Services Provided: Civil Engineering, Project/Construction Management, and Inspection Services

    Description of the Work: Removal and replacement of various diameter damaged/deficient vitrified clay pipes, and sewer manholes including trenching, backfilling and compaction of native soils, asphalt paving restoration, and the installation of striping and pavement marking.

    Status and Contract expenditures: Prime. Start May 14, 2016 to December 15, 2019. (Total Contract Expenditures $500,000)





- **Name of Project:** FY18/19 and 19/20 Street Rehabilitation Project

  Services Provided: Civil Engineering, Project/Construction Management, and Inspection

  Description of the Work: Rehabilitation of various City streets including construction of asphalt concrete overlays, localized street reconstruction, header cutting and cold milling of existing asphalt concrete, removal and reconstruction of damaged concrete improvements including curb, gutter, sidewalk, curb ramps, cross gutter and spandrels on the streets to be resurfaced, replacement of traffic signal loop detectors, etc.

  Status and Contract expenditures: Prime. Start May 14, 2016 to December 15, 2019. (Total Contract Expenditures $500,000)

- **Name of Project:** 60th Street and Heliotrope Avenue Traffic Diversion Project

  Services Provided: Civil Engineering, Project/Construction Management, and Inspection

  Description of the Work: Installation of the street improvement at 60th Street and Heliotrope Avenue per plans and specifications including the installation of colored concrete pavement, curb and gutter, curb ramps, crushed miscellaneous base, landscaping, local depression, sidewalk, traffic striping and pavement markings, removal and replacement of roadway signs, cold milling, and paving, demolition and removal of existing asphalt pavement, local depressions, sidewalk, grading, traffic control, etc.

  Status and Contract expenditures: Prime. Start May 14, 2016 to December 15, 2019. (Total Contract Expenditures $500,000)

- **City of Compton**

  John Strickland, Public Works Director
  205 South Willowbrook Avenue, Compton, CA 90220
  310.761.1422 | jstrickland@comptoncity.org

  - **Name of Project:** Four (4) Compton Fire Stations Driveway Aprons Improvement Project (CIP 20-01)

    Services Provided: Construction Management & Inspection, Plan Review, Constructability Review

    Description of the Work: Improvement of Compton Fire Station Nos.1 through 4 driveways and aprons including replace AC and concrete pavement, PCC sidewalk, curb and gutter, water pipes, automatic sliding gates, concrete wheel stop, etc.

    Status and Contract expenditures: Prime. Start June 14, 2021 to December 15, 2021. (Total Contract Expenditures $160,000)

  - **Name of Project:** CIP#18-01 Annual Residential Rehabilitation Project (Phase 2A)

    Services Provided: Construction Management & Inspection

    Description of the Work: Rehabilitation of various streets in the City including replace AC pavement, slurry seal, residential driveway, curb gutter, curb ramp, cross gutters, striping and signage, sidewalk, etc.

    Status and Contract expenditures: Prime. Start November 29, 2021 to July 8, 2022. (Total Contract Expenditures $100,000)

Key Personnel's Qualification and Experience

LCG has a diverse team of qualified professionals dedicated to providing On-Call Engineering and Architectural Services to the City of Montebello. Below we have provided brief biographies of key personnel that will be available for this contract. Detailed resumes will follow.

Daniel Garcia, PE, REA, CPP | Contract Manager, QA/QC, Part-Time City Engineer

Daniel has served as Contract Manager, QA/QC, and City Engineer in many public agencies throughout California. He is a registered Civil Engineer, registered Environmental Assessor and Certified Permitting Professional and has over 30 years of experience in the civil engineering profession. Having worked in several jurisdictions throughout California including most recently the Cities of Huntington Park, Maywood, Compton, Bell, Norwalk, Chino Hills, Costa Mesa, Rancho Palos Verdes, and Lomita. His experience is far and wide from City Engineer, Construction Management, Project Management, Civil Plan Review, Land Development/Subdivision Map Act, Capital Improvement Programs (CIP). Daniel's experience includes the Firestone Bridge over the San Gabriel River in Caltrans District 7 ($23 million) as City Engineer in the City of Norwalk and the Douglas Street Gap Closure also in Caltrans District 7 for the City of El Segundo ($39 million) a three level (Metro Green Line, BNSF Railroad and street below) grade separation. He has recently served as City Engineer in the City of Maywood from 2016 to 2019 and in that time, he has rehabilitated or resurfaced 90% of the streets in that city, obtained sewer compliance from the state attorney and the LA Regional Water Quality Control Board (LARWQCB) avoiding a multi-million dollars fine by implementing a Sewer Service Charge, Sanitary Sewer Management Plan (SSMP), developed a GIS map of the sewer infrastructure, developed a Fats, Oils and Grease (FOG) Program, updated the Sewer Master Plan, replaced a major sewer for $1.3 million using USEPA and CDBG funds and developed a Capital Improvement Program (CIP) for the City that included sewers, streets, storm drains, parks, municipal facilities, etc. Daniel also implemented an award-winning roundabout on 60th Street and Heliotrope Avenue and obtained a $10 million award from Metro through the Gateway Cities Council of Governments (COG) for the improvement of Slauson Avenue in the City of Maywood.

Ludwig I. Smeets, PE | Construction Manager

Ludwig has over 38 years of experience in in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has included the management of numerous projects, specifically as Construction Manager. Ludwig was the construction manager for the Carnelian Storm Drain in Rancho Cucamonga, Field of Dreams Sports Park in Chino Hills and the Sunset Ridge Development Tract No. 17089 in Victorville to name a few of his projects. His experience with several agencies as a construction manager for capital improvement projects, specifically related to water and storm drain pipes, grading/drainage, site development including streets and sewer infrastructure,

access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development (LID), and hydro-modification.

Tony Antich, PE | Project Manager

Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in the City of Santa Monica. Tony is experienced with managing professional staff including capital improvement programs, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, public counter customer service, permitting and plan checking, disaster recovery, facility and infrastructure planning, mapping, assessment districts, seismic upgrade of essential facilities and communications.

Ann D. Herner | Grant Administrator

Ann has more than 20 years of experience in the public and private engineering sector, assisting cities and providing strategies in securing transportation funding and leveraging local resources to implement capital projects. She identifies key elements of the grant and works closely with the City to craft and customize a project that will be competitive. Ann is well versed in a variety of state, federal and local grant programs, and has worked extensively with Caltrans Local Assistance, California Transportation Commission and the Federal Highway Administration on state/federally funded projects to meet program compliance and project timelines. She has managed millions of dollars in capital projects providing oversight on federally funded projects, from design to construction, final project close-out and including financial audits by both State/Federal agencies. Ann completed the Pavement Management System (Street Master Plan) for the City of Maywood.

Patrick J. Reynolds, PLA | Landscape Architect

Patrick holds Landscape Architect License No. 4440 and is also a C-27 Landscape Specialty Contractor. Patrick is a Certified Irrigation Auditor and is certified in NEPA and CEQA. Patrick has forty-five years of experience in all aspects of design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments. He has expertise in Park Master Planning, Land Acquisitions, trail design and construction, preparing Environmental documents and reports, environmental preservation and restoration, historical preservation. His impressive and detailed resume that follows demonstrates a proven record of accomplishment that can serve the requirements of this contract and contribute to the needs of the City. Patrick has recently completed the Urban Forestry Management Plan for the City of Bell. He is currently serving the City of Alhambra as a City Landscape Architect.

Angel Quintero | Inspector

Angel has over 28 years of public services experience and is a Public Works Program Inspector and is licensed as a Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including Public Works Inspection expertise. He is excellent providing inspection services, prepare and maintain project documents including labor and equipment records and labor compliance reports, has great communication skills responding to citizen complaints and provide quality customer services. He has served as the Public Works Program Inspector in the City of Pico Rivera and held the Water Supervisor position from City of Torrance, Water Utilities Manager position from the City of Covina, Operations Supervisor position from Liberty Utilities, and Utilities Manager position from the City of Carlsbad. Currently, Angel is serving the City of Huntington Park as Inspector in CIP2019-02 Slauson Avenue Congestion Relief Project.

Oranos Mekwian | Associate Engineer

Oranos has assisted in several construction projects for LCG including the $1.2 million USEPA/CDBG Funded Sewer Replacement Project in the City of Maywood, Walnut/PCH Street Improvements and Palos Verdes Drive North/ Western Project (signalization coordination with Caltrans) in the City of Lomita, Four (4) Fire Stations Driveway Aprons Improvements Project in the City of Compton, and CIP2019-02 Slauson Avenue Congestion Relief Project in the City of Huntington Park. She assisted in Private Development and CIP Plan Review such as grading, street, sewer, storm drain, erosion control, and was instrumental in developing a Sewer Service Charge, FOG Program, and assembling a GIS map to present to Los Angeles Regional Water Quality Control Board (LARWQCB) to demonstrate the compliance in the City of Maywood.

Daniel R. Garcia, PE, REA, CPP

Contract Manager | QA/QC | Part-Time City Engineer

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EXPERTISE
City Engineering
Construction Manager
Project Manager
Resident Engineer
Private Development/Civil Plan Check Engineer
Land Development/Subdivisions
CIP/Project Management
Sewer/Storm Drain Compliance

EDUCATION
Bachelor of Science in Civil Engineering, CSULB

Masters in Public Administration, CSULB

REGISTRATIONS
CA Registered Professional Civil Engineer | 45710

Registered Environmental Assessor | 5640 Cal-EPA

Certified Permitting Professional D11308 SCAQMD

Daniel is a licensed civil engineer with extensive City Engineering and Public Works experience. He has over 30 years of public services experience as a City Engineer, Construction Manager, and periodically as a Public Works Director. Daniel has served in senior executive management engineering and public works positions from the Cities of Huntington Park, Norwalk, Compton, Maywood, Bell, Chino Hills, Lomita, Wildomar, Culver City, Costa Mesa, Solvang, Novato to the City of Los Angeles.

RECENT RELAVANT EXPERIENCE

City Engineer/Project Manager | City of Norwalk

As City Engineer and Project Manager, Daniel completed the design of the Firestone Bridge over the San Gabriel River ($23 million HBP Funded) including obtaining bridge funding from Metro, implemented 1-5 Widening City Projects, represented Norwalk at the Gateway COG, etc.

City Engineer/Construction Manager | City of Maywood

As City Engineer and Construction Manager for the City of Maywood, Daniel completed both the 2018 and the 2019 Street Rehabilitation Projects and the Slurry Projects of the same years. These street projects covered 90% of the City streets. He was also responsible for the completion of the $1.2 million Sewer Replacement Project in that City funded with USEPA and CDBG funds. This sewer project aided in Sewer Compliance with the LARWQCB.

City Engineer Advisor/Construction Manager City of Compton

As City Engineer Advisor/Construction Manager, Daniel implemented the Four Fire Stations Driveways Aprons Improvement Project in both the approval process and construction of the project.

Construction Manager | City of Huntington Park

As Construction Manager for the Slauson Avenue Congestion Relief Project, GIP 2019-02 a 1-710 Early Action Project (Metro Measure R) as sponsored by the Gateway Cities Council of Governments, Daniel obtained an additional $3.8 million and performed the Constructability Review prior to implementing Construction Management. Currently, the project is within budget and schedule.

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EXPERTISE
Construction Management
Land Development/Subdivisions
Private Development/Civil Plan Check
Low Impact Development
Drainage(LID)/WQMP/Hydrology
CIP/Project Management
Construction Bid and Award Process

EDUCATION
Bachelor of Science in Civil Engineering, CSULB

Masters in Military Science, US Army

REGISTRATIONS
CA Registered Professional Civil Engineer | 37221
NV Registered Professional Civil Engineer | 11105
AZ Registered Professional Civil Engineer | 28642

Ludwig I. Smeets, PE

Construction Manager

Ludwig has over 38 years of experience in the civil engineering profession, including 15 years in the public sector, and over 23 years with private consulting firms serving public entities and private land developers. His experience has included the management of numerous projects, specifically in Residential, Commercial, and Industrial Developments plan review, Subdivision Map Act review and Quality Control/Quality Assurance. Having experience with several agencies as a plan's reviewer for civil plans, specifically related to grading/drainage, site development including water, streets, sewer and storm drain infrastructure, access improvements, and on-site hydrology and the requirements of the NPDES permits, to include SUSMP's, WQMP's, low impact development (LID), and hydro-modification.

RECENT RELAVANT EXPERIENCE

Construction/Project Manager | County of Orange

For nearly ten years, Ludwig served as Construction/Project Manager in responsible charge of contract construction services for private development plans related to building & safety grading and drainage, storm drain, sewer, NPDES, WQMP's, and hydrology reviews for the County of Orange. He is experienced in LID issues and the application to Land Development.

Project Manager | City of Buena Park

For over 12 years, Ludwig served as Contract Project Manager on various public and private development projects to include on-call plan check of drainage and grading plans, demolition plans, and both on-site and off-site civil engineering plans, to include street, storm drain, sewer & water improvements, as well as NPDES, WQMP's, and hydrology reviews for the City of Buena Park.

Project Manager | City of Hawaiian Gardens

Ludwig provided Hydrology Report review for various private development projects on on-call basis for the City of Hawaiian Gardens. He also developed the Master Plan for Drainage as Program Manager for the City. This study established the capacity of existing storm drains and streets drainage based on a 100-year storm for incorporation into the City's Low Impact Development Program

Project Manager | City of Villa Park

Ludwig provided Hydrology Report/Drainage Plan review for various private development projects on an on-call basis for the City including grading, street, storm drain, and sewer.

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EXPERTISE
Project Management
City Engineering
Construction Management
Public Works Director

EDUCATION
Bachelor of Science in Civil Engineering, CSULB

Master of Science, Management & Leadership, Pepperdine University

REGISTRATIONS
CA Registered Professional Civil Engineer | 34293
CA General Engineering Contractor – "A" | 842227

Tony Antich, PE

Project Manager

Tony has over 35 years of experience in managing capital improvement projects including 19 years as the City Engineer in Santa Monica. Tony is experienced with managing professional staff including capital improvement programs, coordination of construction in the public right-of-way, construction management, community outreach, grant management, civil and architectural project development, cost estimating, risk management, cost management, public counter customer service, permitting and plan checking, disaster recovery, facility and infrastructure planning, mapping, assessment districts, seismic upgrade of essential facilities and communications.

RECENT RELAVANT EXPERIENCE

City Engineer | City of Santa Monica

For 19 years, Tony served as City Engineer in the City of Santa Monica. Tony provided leadership to thirty-five professional staff, including developing organization plans, setting priorities, selecting employees, conducting contract negotiations, counseling, and mediating disputes, evaluating job performance, interpreting policies to resolve design and construction issues, and making final decisions on engineering matters. He coordinated city engineering issues with federal, state, county, and other local agencies; conferred with the City Manager, City Council members, other government officials, city staff, public utilities, civic organizations, developers, and neighborhood and business groups. In addition, Tony directed the land development and technical support services related to all public infrastructures.

Tony also oversaw several programs such as accessibility; grant management; disadvantaged business enterprise; capital improvements, civil and architectural project development; construction management, claims mitigation, safety, and construction mitigation; community outreach, coordination of construction in the public right of way and public information; cost estimating; risk management, cost management; public counter customer service, permitting and plan check; disaster recovery; consulting services to other departments; facility and infrastructure planning; mapping; assessment district proceedings; seismic upgrade of essential facilities; and telecommunications for the City.

Noteworthy project management and process improvement:

- ADA improvements to public facilities and buildings such as streets, parks, fire & police stations, libraries, theaters, manufactured housing, restrooms, public housing, parking structures, and civic auditorium
- Developed a pavement management program that resulted in the best pavement condition in Los Angeles County.

- Developed written project management guidelines and staff training, which resulted in a reduction in construction claims and faster delivery of construction projects.
- Established a LA Superior court trustee program to augment city staff resulting in greater output and reduced demand for additional city staffing.
- Separately, also negotiated a $10 million reduction in construction claims.
- Management Team Associates Labor Bargaining Unit-Former President
- Board member - City of Santa Monica Coalition of City Employees - Political Action Committee
- Developed a simplified & streamlined permit process resulting in less wait time and better customer service.
- Introduced and instituted alternative dispute resolution (ADR) for city engineering contract matters, resulting in a negotiated **$5 million** payment from the State of California.
- Introduced project scheduling techniques that resulted in eliminated redundancy, increased coordination, and improved delivery time.
- He has collaborated with the City Attorney's Office to develop a new contract for design and construction. This effort reduced the contract review time from three months to less than a week.
- Formed a consortium of cities, UCLA, and environment NGOs whose goal was to develop ways of reducing litter in Santa Monica Bay. This resulted in best management practices utilized in Los Angeles and countywide.
- Formed a consortium including Santa Monica & Los Angeles, Los Angeles Department of Water and Power, Los Angeles Department of Transportation, and Caltrans to improve communication and coordination of various construction projects along Pacific Coast Highway.

Public Works Director & City Engineer | City of Hermosa Beach

For nearly 7 years in the City of Hermosa Beach, Tony planned, organized, and directed maintenance engineering activities. He also was the City's Traffic Engineer. He oversaw maintenance and engineering personnel and court trustees assigned to maintenance or repair streets; buildings, parks; street lighting; storm drains; sanitary sewers; and traffic control devices. His projects included sanitary sewer rehabilitation, storm drain improvement, playground improvement, building modifications such as interior & HVAC. He managed the maintenance, design, construction, and restoration of infrastructure assets throughout the city and managed a staff of thirty employees.

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EXPERTISE
Transportation Project Management
Technical Specification Writing
Caltrans Local Assistance Federal-Aid Process & Project Delivery
Grant and Funds Management
Grant Writing
Federal Transportation Funding and Financing
Pavement Management - StreetSaver

EDUCATION
Bachelor of Science, Civil Engineering University of California, Davis

REGISTRATIONS
40 Hour Hazardous Material Training Certification 1998

Ann D. Herner

Grant Administrator

Ann holds over 20 years of experience in the public and private engineering sector as a Project Manager/Engineer. Her experience includes project management, oversight of design through construction, and funding accountability of various transportation projects. She consistently meets project schedule requirements and stays within project budgets. She has provided both long/short-term onsite support and staff augmentation for local agencies. Ann is also knowledgeable with the Federal Aid process for funding state and federal projects as well as securing these grants. Her in-depth knowledge of the Federal Aid process and project delivery has assisted local cities in planning and implementing projects on time without risking their state and federal funds.

RECENT RELAVANT EXPERIENCE

Grant Writing

Ann brings grant opportunities to cities and provides strategies in securing funding for capital projects. In the past 9 years, Ann has contributed to the preparation and submittal of grants which has secured millions of grants for cities in bike and pedestrian improvements, traffic signal improvements, intelligent traffic systems, pavement rehabilitation, and safe routes to school improvements. She is well verse in state/federal grant funds including: CMAQ, RSTP, SRTS/SR2S, HSIP/HRRR, ATP, CDBG, and other locally administered funds.

Transportation Programming and Federal/State Funding Administration

Ann brings transportation programming and fed/state funding expertise to local agencies and MPOs. She has worked extensively with Caltrans Local Assistance, California Transportation Commission (CTC) and the Federal Highway Administration on state and federally funded projects and programs. Her in-depth knowledge of federal/state funding allows for efficient troubleshooting that results in creative and realistic solutions to overcome obstacles and deliver projects. Ann has managed millions of dollar projects providing oversight on federally funded projects, from design to construction and project close out. By understanding the network of transportation funding policies and programming in both the local, state and federal level, Ann is able to navigate and plan for projects to be constructed on time as well as optimizing available funding.

Specific services have included:

- Development and implementation of project budget and project tracking

- Project delivery through Caltrans Environmental/NEPA, Right of Way approval, Design, and Construction phase, including Federal Authorization Approval, CTC Allocation Request, Invoicing submittals, Contract procurement for design and construction, Project reporting and Final Expenditure Report.
- Assist Cities with financial audit and reporting from Caltrans
- DBE assistance, implementation and goal calculation
- Recommend FTIP Amendments for project planning and delivery
- Recommend funding obligations and de-obligations to ensure projects maximize funding opportunities
- Assist in the development and review of MPOs' CMAQ funding guidelines
- Assist MPOs in federal programming procedures and "Calls for Projects"

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EXPERTISE
Landscape Architect
Landscape C-27 Contractor
Parks Division Manager
Park Planning Division
Landscape Supervisor
Project Manager

EDUCATION
Masters in Professional Designation Landscape Architecture Certificate, UCLA

Bachelor in English Literature, CSUDH

Construction Management Certificate Program, CSUDH

AutoCAD Release 14 Operator Certification. CSULB

REGISTRATION/LICENSE
CA Registered Professional Landscape Architect | 4440
Landscape Contractor License (C-27) | 418109

Patrick J. Reynolds, PLA

Landscape Architect

Patrick is a Professional Landscape Architect, Landscape C-27 Specialty Contractor, Project Manager, Certified Irrigation Auditor, CEQA and NEPA Certification. Patrick is a Specialist with forty-five years of experience in all aspects of landscape and irrigation plan checking review, the design, project management, construction of new and existing public, private, residential, commercial, urban, park and open space developments; park master planning; land acquisitions; trails design and construction; preparing Environmental Documents and Reports, environmental preservation and restoration; historical preservation projects, and an expert witness.

RECENT RELAVANT EXPERIENCE

City Landscape Architect | City of Alhambra

As the City's current licensed Landscape Architect, Patrick is responsible in landscape and irrigation plan checking (MWELO compliance), provide landscape site inspection, tree removal and arborist report reviews, and approvals for all City's Community Development and GIP projects.

City Landscape Architect | Park Planning Division | City of Culver City

As the City's licensed Landscape Architect, Patrick was responsible for plan checking landscape and irrigation plans, provide in-house design-build construction services on all park capital improvement projects, deferred maintenance and unmet needs projects in the City of Culver City. Hire and manage outside consultants to provide design services, where appropriate. Lead Consultant in conducting the Culver City Parks 25 Year Master Plan. Duties included conducting community meetings, community design charettes, recording community input, research, analysis of existing conditions and unmet needs, design strategies for the data compiled for future parks and open space opportunities in the city. The second phase being the Implementation Plan through a joint collaboration partnerships. Implemented a Playground Safety Program that, to date, has inspected, audited, scoped, and prioritized all the city's playgrounds for replacement, refurbishment and/or retrofitting. Constructed 10 new inclusive playgrounds in twelve years. Instituted the first Playground Safety Program in the City.

Parks Division Manager | City of Culver City

As Park Division Manager, Patrick was in charge of all aspects of parks planning, construction, operations and maintenance, including plan checking landscape and irrigation plans, all administrative duties for the 10 City parks and open space in the city.

Angel Quintero

Inspector

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EXPERTISE

Inspector
Water Supervisor
Water Utilities Manager
Operations Supervisor, Production
Utilities Manager
Water System Supervisor
Storm Water Management
Construction Management
Public Works Construction

EDUCATION

Water Technology & Business Courses, Mt. San Antonio College, Walnut

Public Works Inspection, MSA

Construction Management (CalTrans), CMIA-ABC

REGISTRATIONS

Water Distribution Operator - 5 | 6077

Water Treatment Operator - 2 | 18704

Angel is currently the Inspector on the Slauson Avenue Congestion Relief Project in the City of Huntington Park, an 1-710 Early Action Project. He has over 28 years of public services experience and is a licensed Water Distribution Operator with extensive experience as a Water Utilities Manager and Water Supervisor. Angel has Storm Water Management experience including Construction Management and Public Works Construction Inspection expertise. He has served as an Inspector and as Water Supervisor position from City of Torrance, Water Utilities Manager position from City of Covina, Operations Supervisor position from Liberty Utilities, Utilities Manager position from City of Carlsbad, and Water Systems Supervisor position from City of Pico Rivera.

RECENT RELAVANT EXPERIENCE

Inspector | City of Huntington Park

As the Inspector for the Slauson Avenue Congestion Relief Project, Angel is responsible for the daily reports, monitoring Best Management Practices (BMPs), contractor's schedule and documentation of the work in progress. This includes compiling quantities as the contractor removes and installs improvements on the project. He will also be reponsible for managing the punch list when the project is close to complete in a few months.

Public Works Programs Inspector | City of Pico Rivera

As Public Works Program Inspector, Angel was responsible for inspection of production facilities and programs. This included reservoirs, raw water treatment systems, well development and maintenance, electrical drives, motors, MCC's, interconnections and SCADA systems. As the Chief Operator, he signed off/approved the quantity and quality of water delivered to the City.

Water Supervisor | City of Torrance

As Water Utilities Manager, Angel was responsible for Construction projects, Systems and Programming of water transmission infrastructure maintenance, repair, replacement, valve excercise and flushing programs. He is also experienced in budget preparation and administration.

Oranos Mekwian

Associate Engineer

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omekwian@ladayucg.com

EXPERTISE

Associate Engineer
Construction Mgmt. Assistant
Land Development/Subdivisions
Sewer/Storm Drain Compliance
CIP/Project Management
Report Writing

EDUCATION

Masters in Industrial Chemistry, King Mongkut's University of Technology, Thonburi, Thailand

Bachelor of Science in Biotechnology, Khon Kean University Thailand

Oranos has experience in supporting Construction Managers in Capital Improvement Projects. She has supported Construction Managers with projects in the Cities of Huntington Park, Compton, Lomita, Maywood, Wildomar and many others.

RECENT RELAVANT EXPERIENCE

Associate Engineer | City of Huntington Park

As Associate Engineer, Oranos is responsible for supporting the constructability review and construction management activities on the Slauson Avenue Congestion Relief Project, GIP 2019-02 by assisting with field assessments, calculations, document review, keep track and log on all the construction documents, daily report assistance and administration.

Associate Engineer | City of Compton

As Associate Engineer, Oranos was responsible for assisting the City with the Four (4) Fire Stations Driveways Aprons Improvement Project and the Compton Boulevard Improvement Project. She has assisted by maintaining records, producing minutes, organizing logistics, assisted in the preliminary engineering and providing construction management support.

Associate Engineer | City of Lomita

As Associate Engineer in the City of Lomita, Oranos was responsible for assisting the City with the Intersection Improvement at Western Avenue/Palos Verdes Drive North and Pacific Coast Highway/Walnut Street Project. She assisted the Construction Manager by maintaining records, producing minutes, organizing logistics, assisted in the preliminaly engineering and providing construction management support.

Associate Engineer | City of Maywood

As Associate Engineer, Oranos assisted the Construction Manager in USEPA/CDBG Sewer Replacement Project (1.2 million), assisted in sewer compliance services including establishing a Sewer Service Charge, implementing a Fats, Oils and Grease Program (FOG), completing a Sanitary Sewer Management Plan (SSMP) and Sewer Master Plan.

Proposed Scope of Services

I. Approach for Tasks and Scope of Services

As shown in *Section 1V Project Organization Chart/Work Plan*, LCG's Team's approach to meet the objectives of the Scope of Services are as follows:

Daniel R. Garcia, PE, REA, CPP | Contract Manager, QA/QC

As Contract Manager and QA/QC, Daniel will provide these following services to the City:

- Provide additional resources when requested or resolve any issues with the contract implementation.
- Provide QA/QC relative to the deliverables.

Daniel R. Garcia, PE, REA, CPP | Part-Time City Engineer

As Part-Time City Engineer, Daniel will provide these following services to the City:

- Provide City Engineering Services – Part-Time staff augmentation.

Ludwig I. Smeets, PE | Construction Manager

As Construction Manager, Ludwig will provide these following services to the City:

- Provide Bid Administration, and Construction Management, for sewer, water, storm drain, traffic signal and street improvements.
- Provide construction management services for repair and replacement of City infrastructure. Construction management activities which include, but are not limited to, planning, preparing and communicating schedules and progress of project activities and expenditures, assisting others in establishing project schedules and milestones, setting and evaluating progress on project tasks.
- Manage and closely monitor CIP budgets to ensure that projects are delivered in a timely manner and within the approved budget. Prepare and review invoices for construction projects, prepare change orders and process invoices.
- During construction, make on-site visits; review material submittals, shop drawings and test results; respond to Request for Information (RFI); draft change orders; assist city staff with contract negotiations; and review pay estimates.

Tony Antich, PE | Project Manager

As Project Manager, Tony will provide these following services to the City:

- Assist City staff in processing paperwork and/or Projects through Caltrans Local Assistance, Caltrans Permits, other Caltrans Departments, County of Los Angeles, Metro, and other agencies for federal and state funded projects.

- Review correspondence from state and federal permitting agencies that require response or action from City Public Works staff.
- NPDES/MS4 compliance.
- Manage all the subconsultants.

Ann D. Herner | Grant Administrator

As Grant Administrator, Ann will provide these following services to the City:

- Developing an overall grant outline; working with appropriate Department staff and team to determine writing assignments, including providing an estimate of how much City staff time will be needed at the beginning of each project.

Patrick J. Reynolds, PLA | Landscape Architect

As Landscape Architect, Patrick will provide these following services to the City:

- Provide Architecture and Landscape Architecture Services.

Angel Quintero | Inspector

As Inspector, Angel will provide these following services to the City:

- Provide Inspection services if requested and as needed for capital Improvement projects such water treatment facilities, sewer, water, storm drain, traffic signals, street improvements.

Oranos Mekwian | Associate Engineer

As Associate Engineer, Oranos will provide these following services to the City:

- Provide construction management support.
- Assist with obtain all record (As-Built) drawings, contract required documents, lien releases, and written warrantees.
- Coordinate collecting all documents needed for project closure including guarantees, warranties, O&M manuals, affidavits, released bonds and waivers, etc.
- Assist Construction Manager prepare the weekly construction progress agendas, sign-in sheets, and minute of meetings.
- Tracking and log all the construction documents.

JMD Engineering | Design Services Subconsultant

As Design Services Subconsultant, JMD Engineering will provide these following services to the City:

- Preliminary engineering design concepts, studies, reports, final engineering design of capital projects for bidding purposes (final plans, engineering estimate and plans (PS&E). Activities may include but are not limited to the review of third-party plans and specifications.
- Oversee the preparation of technical reports and designs for approval/acceptance by the City Engineer.
- Provide engineering services including preliminary studies, public outreach, drawings, exhibits.

Ninyo & Moore | Geotechnical and Material Testing Services Subconsultant

As Geotechnical and Material Testing Services Subconsultant, Ninyo & Moore will provide these following services to the City:

- Provide geotechnical engineering and material testing services and all material source inspection, sampling, and testing if requested by the City.

Coast Surveying, Inc. | Surveying Services Subconsultant

As Surveying Services Subconsultant, Coast Surveying, Inc. will provide these following services to the City:

- Provide survey landscape services if requested by the City.

BPR Consulting Group | Electrical and Structural Engineering Services Subconsultant

As Electrical and Structural Engineering Services Subconsultant, BPR Consulting Group will provide these following services to the City:

- Provide electrical and structures services if requested by the City.

II. Major Tasks for Construction Management Projects

For construction Management (CM) projects, after a Notice to Proceed (NTP) is issued by the City to the Contractor, the Construction Manager would implement these following tasks/activities:

- Setup and schedule a Pre-Construction Meeting
- Gather the construction schedule from the Contractor at that meeting
- Discuss the reporting procedures and important protocols for construction
- Assist with any ribbon cutting ceremony/document event, if have any

- The construction days will begin once the NTP is issued
- Inspector to provide daily construction reports with pictures
- Construction Manager to provide weekly reports to the City by the following Mondays
- Keep the City informed of any milestones or important updates on the project on a regular basis
- Gather a punch list to close out the contractor's obligations on the project
- Begin preparing State Audit documents
- Work with the City Project Manager to close-out the project and Notice of Completion (NTC) to be submitted and approved by City Council

These activities should happen during the construction days scheduled for the project.

III. Typical Project Schedule/Milestones of Major Tasks for CM Projects

A typical project schedule of a similar type of project detailing the various activities and milestones of major tasks is shown on Page 25.

IV. Conflict of Interest Statement (Non Collusion)

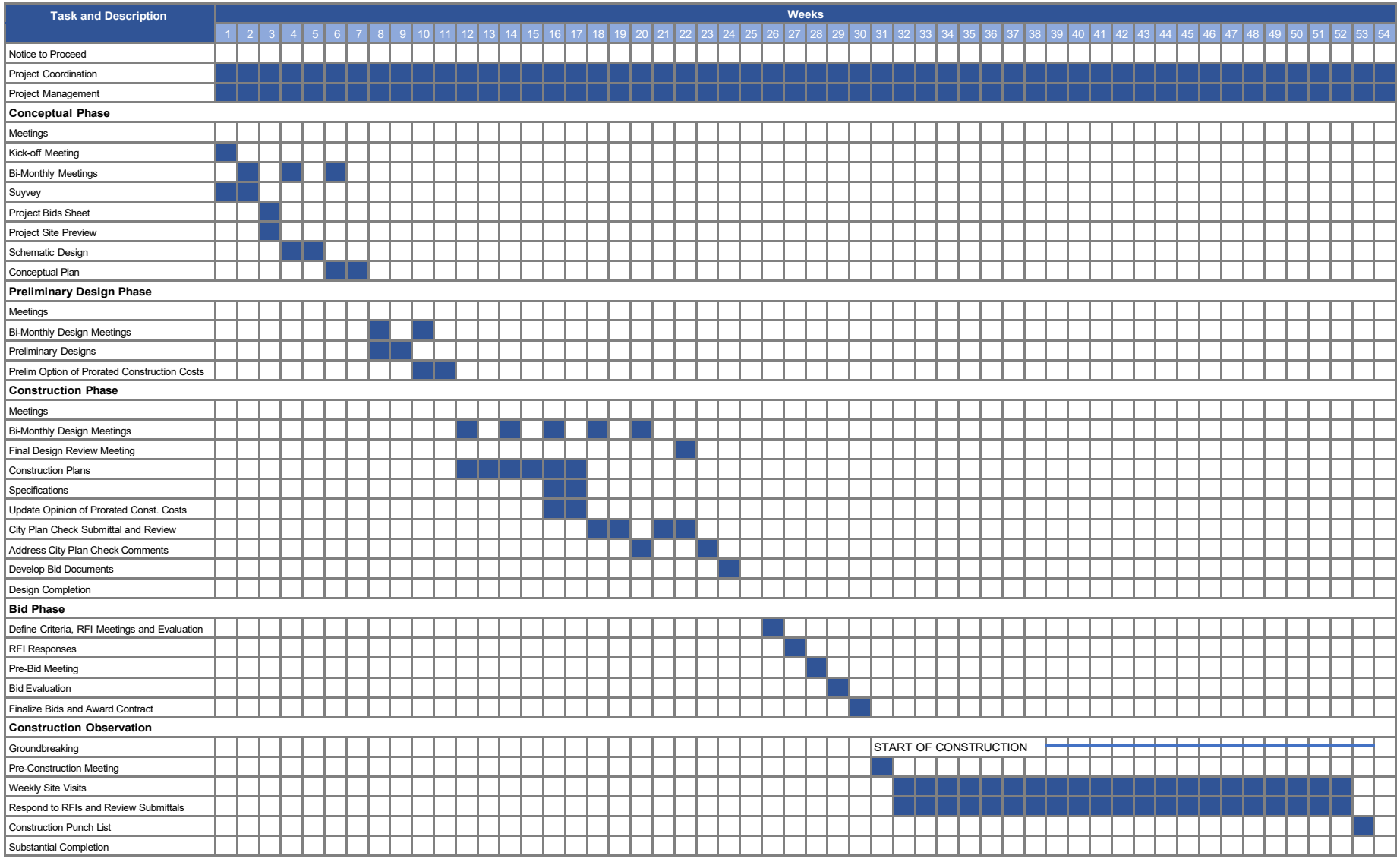
Ladayu Consulting Group does not have any financial, business, or other relationship with the City that may have an impact upon the selection process.

Ladayu P.

Ladayu Phaphan, President

10/28/25

Date



Typical Project Schedule/Milestones of Major Tasks for CM Projects

Cost Proposal

The rates displayed in the fee schedule below reflect LCG's current fees and will be in effect during the term of the agreement, which include travel, shipping, supply, and printing/material costs (no separate charges for these items). Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations (such as frozen during the term of this agreement by the term of this five-year contract).

LCG COST PROPOSAL (PRIME)

Position	Classification	Hourly Billing Rate
1	Part-Time City Engineer	$ 200.00
2	Construction Manager	$180.00
3	Project Manager	$180.00
4	Landscape Architect	$180.00
5	Grant Administrator	$160.00
6	Inspector	$160.00
7	Associate Engineer	$110.00

Key Personnel and possible staff augmentation personnel are noted in the hourly rates above. No other adjustments are anticipated.

JMD ENGINEERING COST PROPOSAL (DESIGN SERVICES SUBCONSULTANT)

JMD PLANNING | ENGINEERING | MANAGEMENT

Position	Classification	Hourly Billing Rate
1	Design Engineer	$150.00
2	Associate Design Engineer	$130.00
3	Land Surveyor Assistant	$120.00

BPR COST PROPOSAL
(ELECTRICAL AND STRUCTURAL SERVICES SUBCONSULTANT)

Position	Classification	Hourly Billing Rate
1	Building Plan Check Project Manager	$170.00
2	Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	$155.00
3	ICC Certified Plans Examiner	$130.00
4	CASp Plans Examiner	$135.00

- **Shipping:** There is no charge for courier or shipping services for plan reviews conducted off site.
- **Expedited Plan Reviews:** Expedited plan reviews can be provided upon request. Fees for expedited plan review services will be 150% of the above noted hourly rates.
- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.

COAST SURVEY COST PROPOSAL
(SURVEYING SERVICES SUBCONSULTANT)

Position	Classification	Hourly Billing Rate
1	Principal-in-charge, PLS	$278.00
2	Survey Manager, PLS	$221.00
3	Project Surveyor, PLS	$192.00
4	Field Coordinator	$175.00
5	Survey Technician	$147.00
6	2 Person Survey Party w/Equipment	$330.00

- These hourly rates are effective through December 31, 2024. The hourly rates thereafter are subject to an annual escalation of 3.00% on January 1st of each following year.
- Coast is signatory with Local 12, Operating Engineers, and will follow the Union rules concerning the payment of Regular Rates, Overtime Rates, and Double Time Rates.
- Overtime rates are payable at 1.25 times the regular rate in effect at that time.
- Double time rates are payable at 1.50 times the regular rate in effect at that time.
- Costs for monuments, prints, research materials, and other incidental or special supplies will be billed at cost.

NINYO & MOORE COST PROPOSAL
(MATERIAL TESTING SERVICES SUBCONSULTANT)

See Ninyo & Moore Cost and Pricing in the following pages.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 220
Senior Engineer/Geologist/Environmental Scientist	$ 210
Senior Project Engineer/Geologist/Environmental Scientist	$ 200
Project Engineer/Geologist/Environmental Scientist	$ 195
Senior Staff Engineer/Geologist/Environmental Scientist	$ 180
Staff Engineer/Geologist/Environmental Scientist	$ 165
GIS Analyst	$ 145
Technical Illustrator/CAD Operator	$ 120

Field Staff

Certified Asbestos/Lead Technician	$ 200
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 115
Technician	$ 110

Administrative Staff

Information Specialist	$ 100
Geotechnical/Environmental/Laboratory Assistant	$ 100
Data Processor	$ 80

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 170
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 35
Moisture and Density, D 2937	$ 45
Permeability, CH, D 2434, CT 220	$ 300
pH and Resistivity, CT 643	$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 220
Proctor Density with Rock Correction D 1557	$ 340
R-value, D 2844, CT 301	$ 375
Sand Equivalent, D 2419, CT 217	$ 125
Sieve Analysis, D 6913, CT 202	$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 100
Specific Gravity, D 854	$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 70
Cores, Compression or Shear Bond, CA Code	$ 70
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	$ 35
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 850
Concrete Cores, Compression (excludes sampling), C 42	$ 120
Drying Shrinkage, C 157	$ 400
Flexural Test, C 78	$ 85
Flexural Test, C 293	$ 85
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 275
Lightweight Concrete Fill, Compression, C 495	$ 80
Petrographic Analysis, C 856	$ 2,000
Restrained Expansion of Shrinkage Compensation	$ 450
Splitting Tensile Strength, C 496	$ 100
3x6 Grout, (CLSM), C 39	$ 55
2x2x2 Non-Shrink Grout, C 109	$ 55

ASPHALT

Air Voids, T 269	$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 180
Dust Proportioning, CT LP-4	$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 150
Film Stripping, CT 302	$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 225
Marshall Stability, Flow and Unit Weight, T 245	$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 150
Moisture Content, CT 370	$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,000
Unit Weight sample or core, D 2726, CT 308	$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 90
Voids filled with Asphalt, (VFA) CT LP-3	$ 90
Wax Density, D 1188	$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 180
Cleanness Value, CT 227	$ 180
Crushed Particles, CT 205	$ 175
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 220
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 200
Material Finer than No. 200 Sieve by Washing, C 117	$ 90
Organic Impurities, C 40	$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 475
Sand Equivalent, T 176, CT 217	$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 145
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Exhibit "C"

LAPM Appendices A and E

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

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 of 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]

Ladayu Consulting Group Professional Services Agreement No. 4249

Final Audit Report 2024-12-04

Created:	2024-11-20
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Agreement completed.

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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: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE EXEUCTION OF UNITED STATES REAL ESTATE AGREEMENT NO. 4476 (DACW09-9-25-9164) WITH THE UNITED STATES ARMY CORPS OF ENGINEERS**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute United States Real Estate Agreement No. 4476 (DACW09-9-25-9164) with the US Army Corps of Engineers and all applicable exhibits and forms that accompany the agreement in good faith; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of United States Real Estate Agreement No. 4476 (DACW09-9-25-9164) will allow for reimbursement of eligible City expenses totaling up to $140,000 related to the Whittier Narrows Dam project. Reimbursable expenses include, but are not limited to, coordination of planned service interruptions, required inspections and permits, plan checks, acceptance of completed work, and other costs reasonably allocable to the relocation of Lincoln Avenue required as part of the Federal dam project.

The United States Army Corps of Engineers (USACE) will reimburse the City for actual eligible costs incurred and charged, under project code 100.108.10 (Whittier Narrows Dam Safety Modification, General Fund). Exhibit B of the Agreement provides a detailed breakdown of reimbursable cost categories. No fiscal impact to the City is anticipated, provided costs remain within the reimbursable amount and consistent with the terms of Agreement No. 4476 (DACW09-9-25-9164) (Attachment A). Staff will submit reimburssement requests on a regular basis to USACE.

BACKGROUND/DISCUSSION:

The Whittier Narrows Dam was constructed in 1957 as an integral component of the Los Angeles County Drainage Area system of dams and channelized rivers authorized by Congress under the Flood Control Act of 1936. The dam plays a critical role in regional flood risk management and reduces flood risk to approximately 1.25 million people in surrounding communities.

The United States Army Corps of Engineers (USACE), which owns and operates the dam, has identified potential failure modes associated with the facility, including risks related to foundation seepage that could cause erosion beneath the structure during high reservoir conditions and the possibility of overtopping during extreme storm events. Either condition could result in dam failure and significant downstream flooding. USACE has determined that these risks expose downstream communities to unacceptable levels of flood risk.

In response, USACE has initiated the Whittier Narrows Dam Safety Modification Project to address seepage concerns, reduce overtopping risk, and improve the long-term structural integrity and reliability of the dam. Implementation of the project will affect infrastructure within the vicinity of the dam, including Lincoln Avenue. The City holds certain easement rights-of-way for roadway purposes and operates and maintains Lincoln Avenue in this area. To accommodate the federal safety improvements, a portion of Lincoln Avenue must be relocated to the south of its current alignment on land owned by USACE. The City has participated in plan checks and review services for the realignment of Lincoln Avenue and continues their cooperation with USACE.

United States Real Estate Agreement No. DACW09-9-25-9164 establishes the property rights and coordination framework necessary to complete the roadway relocation. The Agreement also provides for reimbursement to the City, as detailed in Exhibit B, for eligible costs incurred in connection with the relocation effort.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Execution of United States Real Estate Agreement No. 4476 (DACW09-9-25-9164) (Attachment A) will formalize the arrangements necessary to relocate a portion of Lincoln Avenue and allow the Whittier Narrows Dam Safety Modification Project to proceed. The Agreement provides for reimbursement to the City of up to $140,000 for eligible costs associated with coordination, inspections, permits, service interruptions, and acceptance of completed work related to the roadway relocation. Approval of the Agreement supports

a federally led effort to reduce regional flood risk while ensuring continuity of public roadway access and protecting the City's fiscal interests. Therefore, staff recommends City Council authorize the City Manager to execute the Agreement and all applicable forms on the City's behalf.

ATTACHMENT(S)

1. Attachment A - WNDS Lincoln Ave Relocation Agreement DACW09-9-25-9164 Final

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4476 –BETWEEN THE CITY OF MONTEBELLO AND UNITED STATE ARMY CORPS OF ENGINEERS WHITTIER NARROWS DAM SAFETY MODIFICATION PROJECT AGREEMENT DACW09-9-25-9164

Whittier Narrows Dam Safety Modification Project

Utility Relocations

Los Angeles County, California

AGREEMENT WITH THE CITY OF MONTEBELLO FOR RELOCATION, REARRANGEMENT OR ALTERATION OF FACILITIES

(GOVERNMENT PERFORMED/OWNER EXPENSES COST-REIMBURSABLE)

THIS ("Agreement") entered into this ____ day of ____, 20__, between the UNITED STATES OF AMERICA (hereinafter called "Government"), represented by the Real Estate Contracting Officer executing this contract and the CITY OF MONTEBELLO, Los Angeles County, State of California (hereinafter called the "Owner"). The Owner and the Government together are referred to as the "Parties".

WITNESSETH, that:

WHEREAS, the Government has, under authority of the Flood Control Act of 1941, Public Law 77-228, 377, 55 Statute 638 (1941) undertaken the development of a flood control project known as the Whittier Narrows Dam Safety Modification Project (referred to as the "Project"); and

WHEREAS, $424,691,000 has been authorized for the Project substantially in accordance with the Whittier Narrows Dam Safety Modification Report approved 28 August 2019; with $4,300,000 authorized under PL 115-244 in 2019, $8,300,000 under PL 116-94 in 2020, $192,500,000 under PL 116-220 in 2021, and $219,591,000 under PL 117-103 in 2022; and

WHEREAS the Owner is the holder of certain Easement for Right of Way for roadway purposes dated October 9, 1957 ("Easement") appurtenant on which the Owner has constructed and is operating and maintaining certain facilities, consisting of a public road known as Lincoln Avenue, hereinafter referred to as "Facility," which will be affected by the development and use of the Project by the Government; and

WHEREAS, the Project will necessitate the relocation of a portion of Lincoln Avenue to the south as further described in Exhibit A hereinafter referred to as "Relocation," (Relocation is used interchangeably with "Substitute Facility") which shall all occur on Government lands; and

WHEREAS it is necessary in the construction, completion, and use by the Government of said Project that the aforementioned rights and privileges of the Owner be modified and that said Facility of the Owner be modified; and

WHEREAS, the Owner agrees to the Relocation at Government expense in accordance with 2 CFR 200, Subpart E for all reasonable, allocable and allowable costs of the Relocation in such a manner as to facilitate the construction, development, and use of the said Project and agrees to the

provision by the Government of a new or amended easement that in the future will permanently subordinate Owners rights to the rights of the Government to use the property for Project purposes; and the Owner agrees that said consideration constitutes full, just and complete compensation for the Relocation:

NOW, THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

Article 1. Obligations of the Government.

(a) Subject to the availability of funds, and subject to the provisions contained in this Agreement, the Government agrees to perform at its sole expense the Relocation described in **Exhibit "A"**, at the place shown on the drawing(s) and in the manner prescribed by the Plans and Specifications, approved by the Owner prior to the commencement of the Relocation. The total estimated cost to the Government to construct and complete the Relocation is $42,576,167.94 and shall not exceed that amount unless additional funds have been appropriated. Nothing contained in this Agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies, or to otherwise require obligations or payments in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

(b) Government shall make such necessary surveys and prepare such drawings, schedules, and specifications in connection with the Relocation as may be required.

(c) Government shall furnish, subject to the conditions hereinafter stipulated, all services, labor, materials, tools, equipment, permits and licenses necessary and essential to the reconstruction, Relocation, rearrangement, and/or alteration of the aforesaid facilities. The Relocation shall be constructed through standard Government procedures.

(d) Any drawings, maps, and specifications which may be furnished by the Government shall be subject to approval by the Owner or its authorized representative before any work to which they relate is performed. Any required approval by Owner shall be granted in writing prior to the commencement of work on the Relocation, or within 10 calendar days of receiving the plans.

(e) Government shall issue an appropriate instrument to modify the Owner's existing rights by removing the rights of way to the Old Road as that term is defined in Exhibit A and adding rights of way to the New Road as that term is defined in Exhibit A. Such modification may be accomplished by an amendment or new Easement as deemed appropriate by the Government upon completion of alteration of Owner's Facility.

Article 2. Obligations of the Owner.

(a) The Owner agrees to provide timely responses to Government submittals and requests for approval. If any approval is required on the part of the Owner during the Pre-Construction Services Contract, Owner will complete its review and provide written approval, or if Owner

does not approve, written comments explaining the non-approval, within **14 calendar days** of receiving the request for approval from the Government. Subsequent of the Construction Option award, the Owner will complete its review and provide written approval, or if Owner does not approve, written comments explaining the non-approval within **7 calendar days** of notice of availability of any construction submittals for the Relocation or any subsequent request for approval from the Government. Any failure to provide approval or comments that causes a delay of more than 10 calendar days beyond their respective 14 calendar day and 7 calendar day limits shall constitute a waiver of Owner's right to approve, deferring to the Government's best judgment in completing the Relocation. Whether prior or subsequent to award of the Construction Option, any failure by the Owner to comply with the above stated limits shall constitute a waiver of Owner's right to approve or withhold approval, deferring to the Government's best judgment in completing the Relocation.

(b) The Owner agrees and in accordance with Article 4 has provided the Government an estimate of its reimbursable expenses that are reasonably allocable to the Relocation and, with the Government's concurrence, is included in **Exhibit "B"** and hereto incorporated into this Agreement.

(c) The Owner shall, to the extent practicable, maintain separate cost records of its reimbursable expenses incurred because of, and related directly to, this Relocation Agreement.

(d) The Owner shall be responsible to obtain all necessary permits and licenses which must be directly acquired by the facility owner; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

(e) The Owner, without additional consideration, shall permanently subordinate its rights to the rights of the Government to use the property for Project purposes upon completion of the relocation and issuance of either a new easement or an amendment to the Easement by the Government.

(f) The Owner, without additional consideration, shall quitclaim all right, title and interest to the Old Road as that term is defined in Exhibit A upon completion of the relocation and issuance of either a new easement or an amendment to the Easement.

Article 3. Betterments.

The Owner agrees that the improvement, reconstruction and maintenance set forth in this contract will provide the Owner with facilities equal in service and utility to those now in existence and that if the Owner desires any improvement in design, construction, or capacity over and above what is required to provide facilities of equal service and utility, such improvement shall constitute a betterment and will be paid for by the Owner; provided, however, that the term "Betterments" will not be deemed to include more costly construction or design necessitated solely as a result of the improvement, reconstruction and maintenance. Betterment requests will be evaluated by the

Government on a case-by-case basis and will be approved or denied at the sole discretion of the Government.

Article 4. Estimate of Reimbursable Owner Expenses.

The total estimated owner expenses reimbursable relating to this Relocation are estimated at $140,000 and further specified in **Exhibit "B"**. This estimate includes the coordination of planned service interruptions, required inspections and permits, acceptance of completed work, and other costs reasonably allocable to the Relocation. The estimate may be revised as necessary upon the mutual written concurrence of the Parties. Within 60 days following the execution of this agreement, and the receipt of invoices and other agreed upon evidence, the Government shall pay the Owner actual incurred costs, pursuant to the cost estimate attached as Exhibit "B." The estimated cost of $140,000 may be amended by mutual written concurrence of the parties.

Article 5. Reimbursement and Method of Payment.

Subject to the availability of funds, Government shall reimburse the Owner for all reasonable, allocable and allowable costs expended in connection with the Relocation as identified in **Exhibit "B"**, The Government shall reimburse the Owner for such costs within 90 calendar days of receipt of invoices, supported by such evidence of expenses by the Owner as may be required by the Government under the terms of this Agreement. Payment shall be remitted to Owner's representative designated herein or by other method agreed to in writing by the Parties. It is understood and agreed that the Government is in no case liable for damages in connection with this Agreement on account of delay in payments to the Owner due to lack of available funds. Should any costs claimed by Owner be reduced by the Government, the Government will provide a written explanation for such reduction within 90 calendar days to enable Owner to correct deficiencies before any resubmission.

Article 6. Ownership and Conduct of Work.

(a) The Owner's facilities relocated pursuant to this Agreement shall be the property of the Owner. The Government shall be responsible for all materials furnished and work performed by it or its contractors in conjunction with the Relocation at the Government's sole cost and expense.

(b) The Parties acknowledge and agree that completion of the Relocation Work is contingent upon mutually acceptable schedules, available resources, the timely obtaining of permits, licenses, real property rights, and other necessary documents, outages or other key items and not being delayed by those forces described herein. The Parties shall work cooperatively and in good faith to timely meet all mutually acceptable schedules and to minimize delays.

(c) The Government may award other contracts for additional or other work in connection with the same project or in the same vicinity. The Owner shall conduct operations so as to cooperate fully with any such work being performed by the Government and/or Government contractors and shall carefully fit its own work to that provided under other contracts as directed by the Government's authorized representatives. The Owner shall not commit or

permit any act which may interfere with the performance of any such work by the Government and/or any Government contractor.

Article 7. Interference.

The Owner agrees that, so long as the street is operated and maintained as provided for in its easement, the Relocation pursuant to this agreement shall not be further altered or modified nor other facilities constructed by the Owner, so as to interfere with the operation of the Project.

Article 8. Inspection and Acceptance.

The Owner shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of the Owner to object within 30 days after final inspection shall indicate satisfactory performance of the agreement by the Government.

Article 9. Release.

The Owner agrees, on completion of the alteration or Relocation work provided for herein, to accept said substitute facilities and/or payment of the consideration provided for herein as full and just compensation for any and all damages that have been caused to the facilities altered or relocated hereunder and does hereby release the Government from any and all causes of action, suits at law or equity or claims or demands, and from any liability of any nature whatsoever for and on account of any damages to said right of way and facilities relocated or altered hereunder.

Article 10. Indemnification.

The Owner shall hold and save the Government free from all claims, liabilities, and damages arising from the design and construction of the Facility to be adjusted, altered or relocated including any betterments, except for damages due to the fault or negligence of the Government or its contractors, employees, agents or invitees.

Article 11. Covenant Against Contingent Fees.

(a) The Owner warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds

itself out as being able to obtain any Government agreement or contracts through improper influence.

(c) "Bona fide employee," as used in this clause, means a person, employed by an owner and subject to the owner's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government agreements or contracts nor holds out as being able to obtain any Government agreement or contracts through improper influence.

(d) "Contingent fee," as used in this clause, means any commission, percentage, or other fee that is contingent upon the success that a person or concern has in securing a Government agreement or contract.

(e) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government agreement or contract on any basis other than the merits of the matter.

Article 12. Officials Not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement-is made with a corporation for the corporation's general benefit.

Article 13. Gratuities.

(a) The right of the Owner to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Owner, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain an agreement or a contract or favorable treatment under an agreement or contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this Agreement is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the Agreement or contract; and

(2) In addition to any other damages provided by law, exemplary or punitive damages, not less than three nor more than ten times the cost incurred by the Owner in giving gratuities to parties

concerned, may be sought against public employees who show malice, fraud, or oppression in violation of this Article.

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 14. Equal Opportunity.

When applicable, the Owner will comply with all local, state, and federal regulations pursuant to Equal Opportunity requirements including, but not limited to the provisions of 41 CFR § 60-1.4

Article 15. Termination or Suspension.

(a) If at any time, after reasonable notice and opportunity to cure, the Owner fails to fulfill its obligations under Article 2 of this Agreement, the Government may terminate this Agreement or suspend future performance under this Agreement unless it determines that continuation of work is in the interest of the United States.

(b) In the event that the Government elects to terminate or suspend this Agreement pursuant to this Article, the Owner shall conclude its activities relating to the Project (to the extent feasible) and the Parties shall proceed through dispute resolution process as defined in Article 16 below.

(c) Notwithstanding anything in the foregoing or elsewhere in this Agreement to the contrary, including paragraph 1(a) above, Government acknowledges and agrees that, if Government does not secure funding beyond the Relocation Estimate sufficient to relocate the facilities, Owner shall have no obligation to proceed with the Relocation on Government's behalf, and Owner shall have no obligation to remove any facilities installed within or restore the condition of Government's property, and shall have no further liability therefor, unless and until Government secures such funding.

(d) Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article of this Agreement shall not relieve the parties of liability for any obligation previously incurred.

Article 16. Disputes.

The Parties shall work cooperatively and in good faith to timely implement their respective duties and obligations set forth herein. To that end, the Parties shall timely communicate with one another regarding the status of the Project, the status of the Relocation, and ways that the Parties may work together to facilitate the completion of this Agreement. The Parties will endeavor to resolve disputes related to this Agreement at the lowest possible level and if necessary, may elevate disputes through the process set forth in 31 USC 3702. Additionally, the Parties will cooperate to develop and participate in an issue resolution process related to construction activities.

Article 17. Parties' Representatives.

(a) The Owner may assign representatives or agents to observe and to inspect the contemplated construction work as it progresses. All communication between the Owner and Government should be accomplished through the assigned representative. Such representatives will communicate only with the Government's representative. The designation of a representative or agent should be done in writing and prior to the commencement of the Relocation work.

(b) The Government will appoint a Government representative for the purpose of issuing instructions and entering into modifications pursuant to requirements for changes in drawings, schedules and specifications previously approved by the Government. The Government shall not be obligated to pay for or accept any modification request.

Article 18. Relationship of the Government, its Contractor, and Owner.

Owner acknowledges that the Government is the contracting party with its contractor(s), and that Owner shall have no right to direct the activities of said contractor(s). All matters which Owner desires to bring to the attention of the Government's contractor(s) shall be submitted in writing to the Government's Representative. Where any matter to be performed by or submitted to Owner or otherwise requires coordination with Owner the Government shall be responsible for ensuring such performance, submission, comment or coordination by requiring its contractor(s) to submit all matters to it for handling with Owner. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by and between the Parties hereto.

Article 19. Condemnation

Should it be determined for any reason that the right, title, and interest of the Owner in and to the lands referred to in Article 1, shall be acquired by condemnation, or other judicial proceedings, the Owner shall cooperate in the prosecution of the proceedings and this Agreement shall, without more, constitute a stipulation which may be filed in the proceedings and be final and conclusive evidence of the adjustments to be made to the facilities herein mentioned and the proper award to be made in such proceedings. In the event this Agreement is filed in such proceedings, it shall constitute an appearance and waiver of all rights to service or summons or other process, and the right to appointment of commissioners or a jury to determine the award.

Article 20. Notice.

(a) Any notice, request, demand, payment or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or electronically or mailed by first-class, registered, or certified mail, as follows:

If to the Owner:
Director of Public Works
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

If to the Government:
Chief, Real Estate Division
U.S. Army Corps of Engineers, Los Angeles District
915 Wilshire Blvd, Suite 1109
Los Angeles, CA 90017-3409

(b) A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

(c) Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

Article 21. Force Majeure.

The Parties to this Agreement shall not be responsible or liable to each other for any delay in performance hereunder, or for any delays in the Project, due to any reason including, but not limited to: shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders of judgments of any court or commission, delay in obtaining necessary rights of way, act of God, or any cause or conditions beyond the control of the Parties. The Parties expressly waive and release any and all claims for damages against each other arising out of any delays in the Project unless due to a party's sole negligence or willful misconduct.

Article 22. Waiver

No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing except where explicitly stated in this agreement. No waiver by any Party of any provision under this Agreement shall be effective unless in writing and signed by such Party, and no waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.

Article 23. Duplicate Originals and Electronic Signatures

This Agreement may be executed in duplicate originals, each of which, when so executed and delivered, shall be an original but such counterparts shall together constitute one instrument and agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. This Agreement may be executed by Owner by way of an electronic signature, in which case, said electronic signature shall have the same force and effect as a written signature.

Article 24. Amendments

The provisions of this Agreement shall not be altered or amended by any representations or promises of any Party unless consented to in a writing executed by all Parties.

Article 25. Governing Law

This Agreement shall be subject to and construed according to Federal laws.

Article 26. Captions and Headings

The captions and headings used in this Agreement are strictly for convenience and are not intended to and shall not affect the Parties' rights and obligations, or the construction or interpretation of this Agreement.

Article 27. Third Party Beneficiaries

Nothing herein is intended to create any third-party benefit.

Article 28. Entire Agreement

This Agreement contains the entire agreement between the Parties concerning the Relocation Work and supersedes any prior agreements between the Parties with respect to the Relocation Work. Any subsequent representations or modifications will be of no force or effect, except for a subsequent modification in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

United States of America

By: _____
ELIZABETH M. BABINEAU
Chief, Real Estate Division
Real Estate Contracting Officer

_____
City of Montebello

By: _____

CERTIFICATE OF AUTHORITY

I, _____, certify, that I am the _____(Title) for the _____and _____, who signed this Relocation Agreement DACW09-9-25-9164 on behalf of the _____ was then _____ of said _____; that said agreement was duly signed for and on behalf of said _____ by authority of its governing body and is within the scope of its corporate powers.

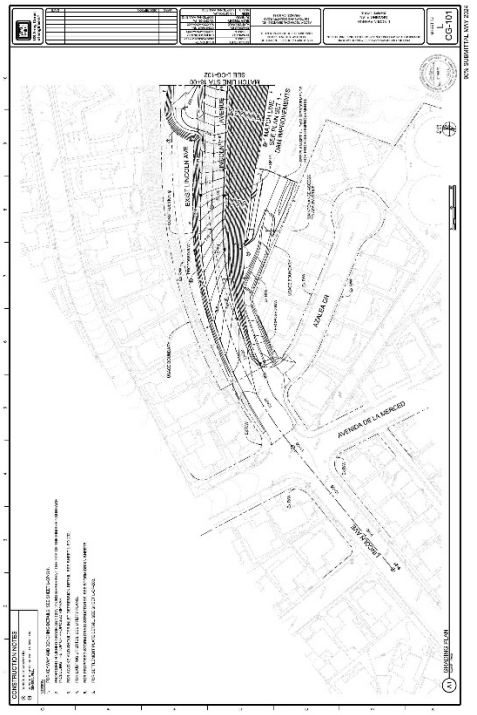
IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____.

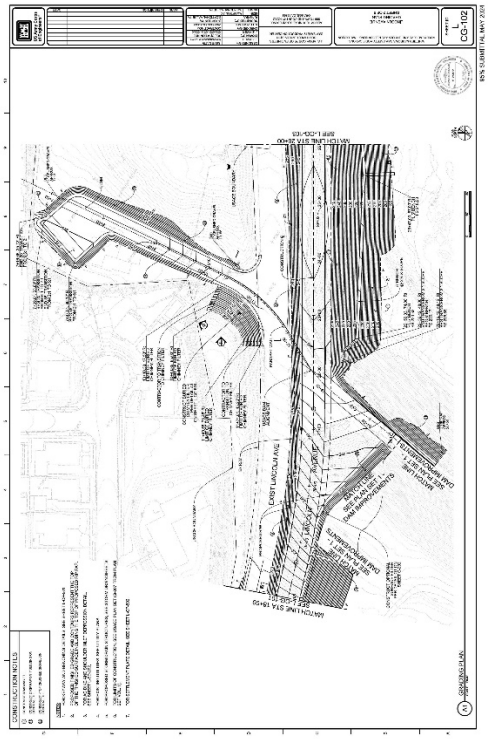
(Corporate Seal)

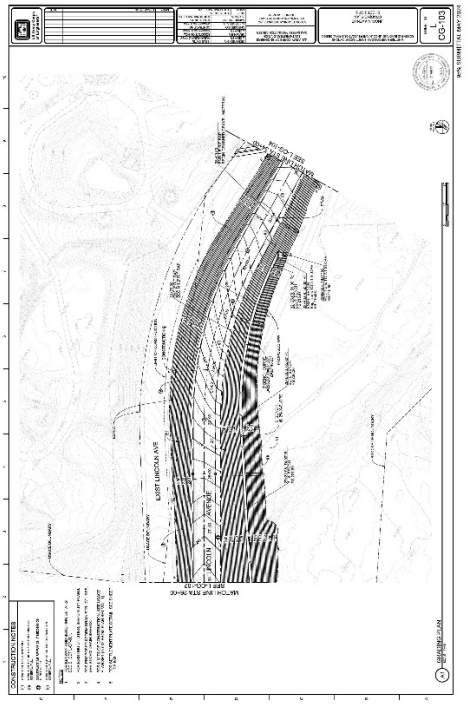
_____
Title
City of Montebello

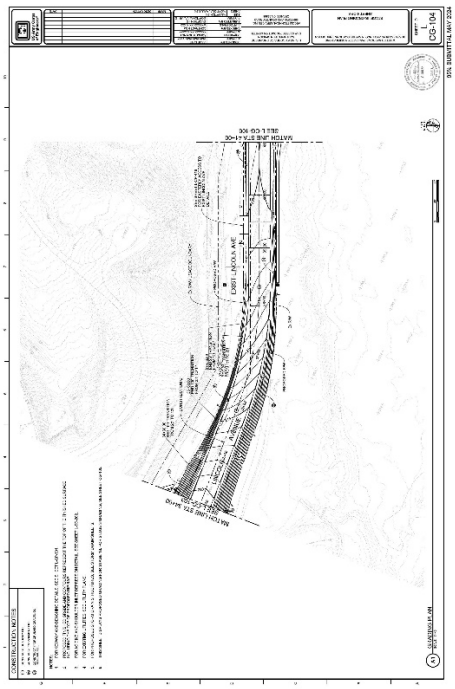
Exhibit "A"
Description of Relocation

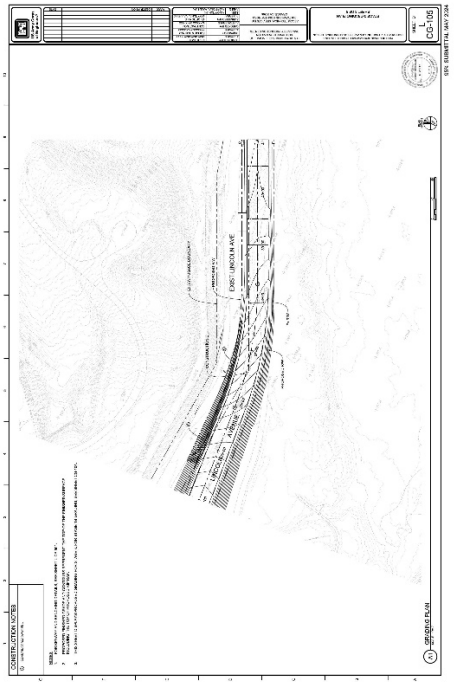
The old road or old facility ("Old Road")will remain in place and a New Road will be constructed along the side the Old Road approximately 60 to 70 feet to the south as measured at the crest of the dam with a minimum centerline elevation of 243.3 and side slopes of 2H:1V. The New Road will taper back to meet the existing roadway alignment upstream and downstream of the crest and will include a parapet wall that will extend from the north side of the relocated road across the existing road to approximate Station 9+60. To the south, fill will be extended to Station 15+00. The total length of roadway realignment is approximately 2500 feet. The new roadway cross section will match the existing pavement with one 12-foot-wide lane and one 8-foot-wide shoulder in each direction. New Rights-of-way will be same width (60 feet) as existing rights-of-way.











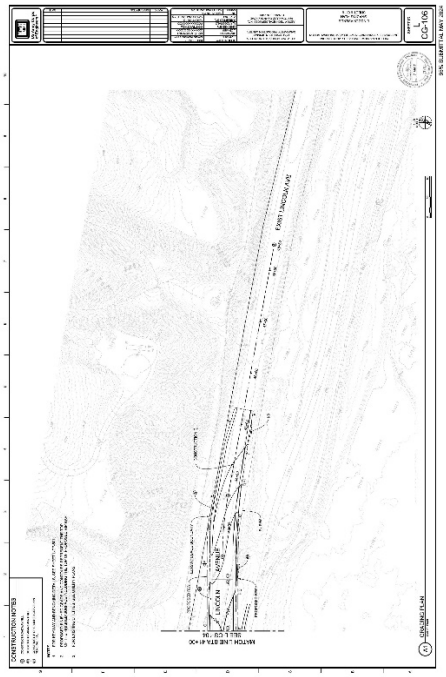


Exhibit "B"
Estimate of Reimbursable Owner Expenses

1. 65% Plan, Specifications & Estimates $49,774
2. 95% Plan, Specifications & Estimates $39,765
3. Final Plan Check $10,461

Total Estimate $100,000

4. 40% Contingency (additional Plan Check) $40,000

Final Total Estimate for Approval Plans $140,000.

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: **APPROVE THE USE OF ASSET FORFEITURE FUNDS FOR THE DESTRUCTION OF ILLICIT NARCOTICS**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the use of $15,180 in Asset Forfeiture funds for costs associated with the destruction of illicit narcotics; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended actions ensure the City is compliant with the Statement of Financial Goal, Principles and Objectives for using asset forfeiture funds. The Drug Asset Forfeiture account is a “Special Revenue Fund” and the request abides by the Financial Goal, Principles and Objectives Section 2 (a), which states: “The City shall abide by applicable rules and regulations pertaining to the expenditure of special revenue funds as required by each funding source”. The recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

The use of Drug Asset Forfeiture funds will facilitate the removal and proper and safe destruction of more than 1,200 pounds of illicit narcotics currently stored in the Police Department’s Evidence Room. The most recent destruction occurred approximately nine years ago, and due to the significant accumulation since that time, the evidence storage area is nearing capacity, limiting available space for new cases and incoming evidence.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Department will contract with GAIACA Waste Revitalization to conduct the destruction services. GAIACA Waste Revitalization has submitted a detailed proposal along with a sole source letter indicating that it is the only vendor in the area capable of performing on-site destruction of these materials. Under this arrangement, the vendor will perform the destruction at the Department's facility, eliminating the need to transport the evidence to an off-site location and avoiding additional fees associated with transfer and storage.

SUMMARY:

Staff recommend that the City Council approve the use of funds from asset forfeiture to properly destroy the illicit narcotics in the Montebello Police Department's Evidence Room.

ATTACHMENT(S)

1. Attachment A-Waste Management Proposal - Feb 2026
2. Attachment B- GAIACA Sole Source Letter_Montebello PD (2026-01-22)

WASTE MANAGEMENT
PROPOSAL

DATE CREATED

February 19, 2026

PREPARED FOR

Montebello PD

GAIACA™

WASTE REVITALIZATION

GAIACA.COM

831.264.4242

GAIACA
P.O. Box 188
Gonzales, CA 93926
United States
831.264.4242

Issued:	2026-02-19
Expiration:	2026-03-21
Proposal No:	51171-26601

SHIP TO
Montebello PD
1600 W Beverly Boulevard
Montebello, CA 90640

BILL TO
Montebello Police Department
1600 W Beverly Boulevard
Montebello, CA 90640

PRIMARY CONTACT
Catherine Salvatierra
323.887.1200
csalvatierra@montebelloca.gov

ACCOUNT REP
Garrett Rodewald
831.225.0530
grodewald@gaiaca.com

GAIACA SPARC!
- 15% Discount on Trip Charge
- 15% Discount on ALL Materials
- Complimentary 15 Mins Labor
- Complimentary Video Recording w/ User Access & 15-Mo Storage
- Never a Late/No Cancel Fee
- No Commitment
- Net-15 Payment Terms
- Monthly Dues*

NON-MEMBER
- Full Price Trip Charge
- Full Price on Materials Delivered
- Minimum 15 Mins Labor
- Additional Video Charge Upon Request w/ Download Link
- Late/No Cancellation Fee
- 1-Yr Contract Required
- COD or Pre-Pay Terms (Overpayment issued as credit)

ONE-TIME SERVICE
- 2x Trip Charge (Portal-to-Portal)
- Full Price on Materials Used
- Minimum 1 Hr Labor
- Additional Video Charge Upon Request w/ Download Link
- Late/No Cancellation Fee
- Fixed-Price Contract
- Pre-Payment Terms ONLY (Overpayment issued as credit)

SERVICE TYPE:

○ Membership	● Non-Member
○ One-Time Service	○ Industrial Hygiene
○ Training	○ Waste Mgmt. Plan
○ Vape Recycling	○ Enviro. Consulting
● Narcotics Destruction	

** GAIACA SPARC Membership dues of $249/mo. Credit card auto-pay required. Account must be current at time of service to receive benefits. 10% dscount upon full annual payment.*

TYPE: Police Department

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
AR11	ARV; Mobilization; Portal to Portal	1.00	$500.00	$500.00
AR21	ARV; Operation Charge; Hourly	4.00	$350.00	$1,400.00
CM71	Consumables; Rendering; Chemical Solution	25.00	$350.00	$8,750.00
MD01	Material; Drum; 55 Gal Poly OT	5.00	$100.00	$500.00
ON55	Disposal; Non-Hazardous; 55 Gal Drum	5.00	$300.00	$1,500.00
FE24	Fee; Recovery; Energy, Environmental, Fuel (20%)	1.00	$2,530.00	$2,530.00

PROPOSAL TOTAL : $15,180.00

NOTES:

A non-refundable payment equal to no greater than 50% of invoice total is due at least 10 business days prior to date of service to cover cost of materials and supplies.

Onsite destruction of an estimated 1,227 pounds of illicit narcotics from Montebello Police Department. Service to be conducted on an as-needed basis. Narcotics shall be made non-retrievable onsite by pulverization via ARV and full chemical destruction. Narcotics can remain in their packaging, evidence bags, etc. GAIACA shall provide a completed Form-41 COD and Axon Video Clip at the completion of the job.

Job estimate is for budgetary purposes only. Job will be billed according to time and materials used. Time and material rates shall be charged portal to portal. Duration and quantities are estimates only. Actual fees shall be charged as incurred.

"INNOVATIVE solutions to industrial WASTE concerns

GAIACA
P.O. Box 188
Gonzales, CA 93926
United States
831.264.4242

Issued: 2026-02-19

Service Provider Agreement

Proposal No: UPDATE

This Service Provider Agreement ("Agreement"), effective as of the Effective Date set forth below, is made and entered into by and between Narc Destroyer, LLC, a California limited liability company (referred to as "GAIACA") and the Company identified below. This Agreement is comprised of this Cover Page, the attached Account Billing Agreement, and any exhibit(s), appendix, or addenda thereto. Services may commence within four (4) weeks of the date signed "effective date").

LIMITATIONS

- A standard service is comprised of a mobilization charge, operation/labor charge, cost of consumables and materials, and a final disposal charge. GAIACA shall utilize DDOD as a consumable good for narcotics destruction. GAIACA may utilize another chemical product at any time without notice.
- Per Title 21 CFR, Chapter II (Drug Enforcement Administration, Department of Justice), Part 1317 - Disposal, controlled substances shall be rendered non-retrievable. All rendered waste material shall be transported to the appropriate permitted solid waste facility for further treatment and/or disposal.
- A Certificate of Destruction (CoD), Bill of Lading (BoL), or Waste Manifest/Tracking Document shall be provided at the completion of each project, at no additional cost. Video surveillance is available upon request. Additional fees may apply.
- Prior to scheduled pickups, GAIACA will provide a 30-minute courtesy call to confirm appointment. If unanswered, GAIACA will assume confirmation. Onsite cancellation, denied access to facility, extended wait time (greater than 15 minutes), and waste not present for pickup, all constitute a "Late/ No Cancellation" event, and is subject to fees.
- Weight limit per 55-gal drum is 300 lbs (avg. 200–300 lbs narcotics capacity). A minimum of five (5) 5-gal drums of DDOD will be used per 55-gal drum of narcotics.
- Hazardous/Universal Waste (batteries, vapes, e-cigs, lighters, scales, biohazards, chemicals, etc.) and metal-containing items (firearms, knives, batons, swords) must be disclosed and kept separate from narcotics. Undisclosed items, or items that cause damage to equipment, may incur additional fees.
- A 20% Energy, Environmental, and Fuel Surcharge is applied to each invoice. Additional surcharges and fees are outlined in GAIACA's Professional Rate Sheet.

COMPANY INFORMATION:

LEGAL ENTITY NAME:	DOING BUSINESS AS: ○ COPY LEGAL ENTITY NAME
BILLING NAME: ○ COPY LEGAL ENTITY NAME ○ COPY D.B.A. NAME	PARENT / AFFILIATE ORGANIZATION:
ENTITY TYPE: ○ SOLE PROPRIETOR ○ PARTNERSHIP ○ CORPORATION ○ LLP ○ LLC	FEDERAL TAX ID NUMBER: / WEBSITE:
BUSINESS LICENSE NUMBER(S) (include BCC, CDPH, CDFA) :	

FACILITY INFORMATION:

FACILITY ADDRESS:		CITY:	STATE: / ZIP:
PRIMARY CONTACT:	PRIMARY TITLE:	PRIMARY PHONE:	PRIMARY EMAIL:
ALTERNATE CONTACT:	ALTERNATE TITLE:	ALTERNATE PHONE:	ALTERNATE EMAIL:

BILLING INFORMATION:

BILLING ADDRESS: ◉ COPY FACILITY ADDRESS		CITY:	STATE: / ZIP:
PRIMARY CONTACT: ○ COPY FACILITY PRI.	PRIMARY TITLE:	PRIMARY PHONE:	PRIMARY EMAIL:
ALTERNATE CONTACT: ○ COPY FACILITY ALT.	ALTERNATE TITLE:	ALTERNATE PHONE:	ALTERNATE EMAIL:

GAIACA
P.O. Box 188
Gonzales, CA 93926
United States
831.264.4242

Issued: 2026-02-19

Account Billing Agreement

Proposal No: UPDATE

TERMS & FEES

Setup
50% deposit of job estimate or first month's membership, if applicable, are required from Customer prior to start of service.

Service
Customer agrees to pay Narc Destoyer, LLC (referred herein as "GAIACA") for the following where applicable: monthly membership fees, service fees, plus any additional container fees and/or surcharges:

SPARC Membership
SPARC Members in good standing enjoy Net-15 terms and service discounts as outlined in proposal.† Membership is subject to recurring, monthly membership fees, which are due the first (1st) of the month, prior to the month of service. Unless paid in advance, membership payments are required by auto-pay (credit card or ach).
†*In good standing is defined as current on all SPARC membership invoices.*

Payment
Payments can be made online, by phone or by mail with check, credit or debit card, ach, money order, e-check, wire or cash. Checks and money orders are payable to Narc Destroyer, LLC, P.O. Box 188, Gonzales, CA 93926.

Estimates for services may be provided in advance. A deposit for the estimated amount is due from non-members and one-time accounts prior to the start of service. Invoices are dated with the service date and are provided following the review of work orders and provided to Customer immediately after job completion. All remaining balances are due NET-10. Invoices will reflect and deposit that has been paid. A finance charge of 10% per month will accrue on outstanding balances over 30 days past due. Past due invoices may be cause for service interruption and/or revocation of credit or net terms. Returned check fee is $35. Cash payments may be assessed a ten percent (10%) cash handling fee.

Term
The term of this Agreement will commence on the date the Agreement has been executed by the Customer with their acknowledgment initials and signature below and shall continue in full force for five (5) years, and will renew automatically for another 5-year term unless a 90-day written notice is provided to GAIACA before the end of the initial term. At any time during the term of this Agreement, GAIACA, or its successors, may assign this Agreement without written approval from the Customer.

Change of Terms
Rates and condition of services are subject to change. I have read, understood, acknowledge and agree to GAIACA's Terms & Fees with my initials:

_____
INITIALS

PAYMENT AUTHORIZATION:

I, _____ , give my permission to Narc Destroyer, LLC ("GAIACA") to charge my credit card or debit my bank account
CLIENT NAME
for the following purchases. My credit card or bank account details will be stored in my profile and will only be used for approved purchases and services.

CREDIT CARD INFORMATION:

○ AMEX ○ VISA ○ MASTERCARD ○ DISCOVER			CREDIT CARD NUMBER:
EXPIRATION (mm/yyyy):	CVV:	ZIP (billing address):	ACCOUNT HOLDER NAME:

ACH INFORMATION:

BANK ACCOUNT NAME:	ACCOUNT NUMBER:	ROUTING NUMBER:
○ CORPORATE CHECKING ○ PERSONAL CHECKING ○ CORPORATE SAVINGS ○ PERSONAL SAVINGS	ACCOUNT HOLDER NAME:	ACCOUNT HOLDER PHONE:

PAYMENT INFORMATION

○ ONE-TIME PAYMENT	INVOICE NUMBER:	AUTHORIZED AMOUNT:

AUTO & RECURRING PAYMENT PLAN: Unless expressly indicated above that the form of payment is intended for a 'one-time payment', I authorize the use of the above credit card or bank account for payment of membership fees, waste collection services and/or related supplies. Payment wil be processed on or following the invoice date. Contact GAIACA seven (7) days prior to the next billing date to cancel auto payment plan.

ACCOUNT HOLDER NAME: _____ ACCOUNT HOLDER SIGNATURE: _____ DATE: _____

AUTHORIZED CLIENT REPRESENTATIVE:

REPRESENTATIVE NAME:	TITLE:	SIGNATURE:	DATE:

NARC DESTROYER, LLC REPRESENTATIVE:

REPRESENTATIVE NAME:	TITLE:	SIGNATURE:	DATE:

GAIACA
P.O. Box 188
Gonzales, CA 93926
United States
831.264.4242

Issued: 2026-02-19
Credit Application
Proposal No: UPDATE

CREDIT APPLICATION

CUSTOMER INFORMATION

LEGAL NAME | DBA NAME | PARENT COMPANY NAME

○ CORPORATION ○ LLC ○ LLP ○ SOLE PROP.
LEGAL STRUCTURE | ENTITY/CORPORATION NUMBER | FEDERAL TAX ID

FACILITY STREET ADDRESS | CITY | STATE | ZIP

BILLING STREET ADDRESS ○ SAME AS FACILITY | CITY | STATE | ZIP

PRINCIPAL OWNER NAME | OWNER SSN | OWNER PHONE NUMBER | OWNER EMAIL ADDRESS

AUTHORIZED BUYER NAME | BUYER SSN | BUYER PHONE NUMBER | BUYER EMAIL ADDRESS

ACCOUNTS PAYABLE CONTACT NAME | ACCOUNTS PAYABLE CONTACT PHONE NUMBER | ACCOUNTS PAYABLE EMAIL ADDRESS

CREDIT INFORMATION *OVER $2,500 REQUIRES PERSONAL GUARANTEE

CREDIT AMOUNT REQUESTED | BANK NAME | BANK PHONE NUMBER | BANK ACCOUNT NUMBER

TRADE REFERENCE NO. 1 COMPANY NAME | REFERENCE NO. 1 CONTACT NAME | REFERENCE NO. 1 CONTACT PHONE | REFERENCE NO. 1 CONTACT EMAIL

TRADE REFERENCE NO. 2 COMPANY NAME | REFERENCE NO. 2 CONTACT NAME | REFERENCE NO. 2 CONTACT PHONE | REFERENCE NO. 2 CONTACT EMAIL

TRADE REFERENCE NO. 3 COMPANY NAME | REFERENCE NO. 3 CONTACT NAME | REFERENCE NO. 3 CONTACT PHONE | REFERENCE NO. 3 CONTACT EMAIL

ACKNOWLEDGEMENT OF PAYMENT TERMS

Invoices are due upon receipt. SPARC Members enjoy Net 15 terms. For your convenience, accepted forms of payment include ACH, Check, Money Order, Credit Card or Wire Transfer. A finance charge of 10% per month will accrue on outstanding balances over 30 days past due. Past due invoices may be cause for service interruption and/or revocation of credit or net terms. Returned check fee $35. Cash payment may be subject to a 10% cash handling fee. Should it become necessary to pursue any delinquent obligation, the client agrees to pay all costs and fees expended or charged as part of cost recovery. In the event of a dispute or litigation between parties, it is hereby agreed that jurisdiction and venue shall vest in Monterey County, California at the sole discretion of Narc Destroyer, LLC. All other venues are hereby expressly waived.

AUTHORIZED REPRESENTATIVE SIGNATURE | AUTHORIZED REPRESENTATIVE NAME | TITLE | DATE: February 19, 2026

GAIACA's Terms & Fees

Terms and Conditions

The following terms and conditions apply to all materials sold and services provided by Narc Destroyer, LLC ("Contractor") to the Client named on the face sheet of this Agreement and are applicable to any subsidiary and/or affiliate of Client that Contractor sells materials to or provides services on such Client's behalf.

1. **Entire and Sole Agreement:** These terms and conditions, along with any terms contained on the face sheet of this Agreement, shall constitute the entire and sole agreement ("Agreement") between Contractor and Client as to the goods sold and/or services provided, and shall supersede all prior oral or written agreements by and between Contractor and Client. These terms and conditions may not be modified, altered or canceled without the express written agreement signed by both Contractor and Client. In the case of any inconsistency between these terms and conditions and any other terms, conditions, or provisions, then the terms and conditions set forth herein shall expressly control. Client expressly waives all provisions contained in any correspondence or forms involved in this transaction which negate, limit, extend or conflict with the terms and conditions stated herein. Client agrees that it has not been induced to enter into this Agreement by any oral or written representation, guaranty or warranty made by Contractor, its employees, agents or representatives other than as expressly set forth herein or on the face sheet hereof. If any portion of this Agreement is deemed to be illegal or unenforceable by a court of law, then the validity of the remaining portions or provision shall not be affected and shall remain in full force and effect. Notwithstanding the preceding sentence, if Contractor in its sole discretion determines that the absence of the eliminated provision is contrary to the original intention of the parties, then Contractor shall have the right to terminate this Agreement.
2. **Governing Law:** The validity, performance, and construction of this Agreement shall be governed in accordance with the laws of the State of California. The parties agree that should any claim be made by and against the parties hereto which seeks to recover a sum less than $25,000.00, then that claim shall be decided exclusively through the processes of the American Arbitration Association ("AAA"), and any such AAA hearing shall be conducted in Monterey County, CA. Should any claim be made by and against the parties hereto, which seeks to recover a sum in excess of $25,000.00, the parties agree to the exclusive jurisdiction and venue to resolve such claim in the courts located in Monterey County, CA.
3. **Independent Contractor:** Contractor shall be an independent contractor and shall determine the method, details, and needs for performing the job(s) covered by this Agreement. Contractor is not now, nor shall it ever become, an employee, partner, agent, or principal of Client while this Agreement is in effect. Contractor is not entitled to the rights or benefits afforded to the Client's employees. Contractor's review or supervision of work prepared or performed by other individuals or entities retained by others shall not relieve such individuals or entities of complete and sole responsibility for the adequacy of their work, for which such other individual and/or entity shall remain completely liable to Client and Contractor.
4. **Changes:** The Client, without invalidating this Agreement, may request changes within the general scope of the services required by the initial contract between it and Contractor. Any change proposed by Client shall not become effective unless and until Contractor consents, in writing, to such change in accordance with Paragraph 1, above. Should any change result in additional cost and/or increase the time of Contractor to perform said services, then Client agrees to compensate Contractor for such additional cost and time, including, without limitation, any overhead and profit margin associated with such cost and time as solely determined by Contractor.
5. **Termination:**
    a. **By Contractor:** Contractor may immediately terminate this agreement in the event of Client's breach or threatened breach of any term or provision of this Agreement, including but not limited to failure to pay on a timely basis, or if Client becomes insolvent, the subject of an order for relief in bankruptcy,

receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its creditors, or if Clients actions or inactions causes increased risk, exposure, cost or liability, or if Contractor deems itself insecure as to payment or other matters ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Contractor terminates this Agreement for Client's Default, then Contractor, in addition to being entitled to payment for work already performed, is entitled to liquidated damages, which are not in the way of a penalty, in the amount of 15% of the total contract covered by this Agreement, including any changes approved by Contractor through the date of termination, and reasonable attorney fees and costs of collection. Client acknowledges that the actual damage to Contractor in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Contractor shall be in addition to any rights or remedies available to Contractor under this Agreement or at law. Contractor shall not be liable for loss or damage caused by termination of its performance.

b. **By Client:** The Client may terminate this Agreement in whole or in part at any time by sixty (60) days written notice. On receipt of such notice, Contractor shall have the right to cure. If after the sixty days Client and Contractor cannot come to a new agreement in accordance with Paragraph 4 above, Contractor shall discontinue services and shall, if required, make reasonable efforts to procure termination of subcontracts to which Contractor is a party. Thereafter, Contractor may, if it chooses, perform such services as it deems necessary to preserve and protect the services already in progress. In the event of termination pursuant to this Paragraph, the Client agrees to immediately compensate Contractor for work performed up to the date of termination, plus the costs associated with terminating existing subcontracts and/or preserving and protecting services already in progress, and Contractor's expected profit on services required under the initial Agreement. After delivery of such written notice, the Client shall assume all obligations and commitments Contractor had undertaken or incurred in connection with the initial Agreement and shall additionally be responsible for payment for any subcontract with an existing balance and/or for the cost associated with the failure to procure the termination of any subcontract. Should Client terminate this Agreement while in a condition of Default as defined in Paragraph 5(A), above, Client shall remain obligated to pay Contractor liquidated damages as provided in Paragraph 5(A). Collection of liquidated damages by Contractor shall be in addition to any rights or remedies available to Contractor under this Agreement or at law and said amount is herein agreed upon and fixed as liquidated damages because of the difficulty of ascertaining the exact amount of damages that may be sustained by such delay.

6. **Site Conditions:** Client acknowledges that Contractor has not created, generated, stored, nor disposed of hazardous substances, as that term is defined below, pollution sources, or materials which may be deemed nuisances or hazardous under any applicable law. Client acknowledges responsibility for making all disclosures or reports required by any law or procedure to any third party, including but not limited to governmental authorities and State and US Environmental Protection Agencies. In addition, Client expressly acknowledges and agrees that it is Client's sole obligation and responsibility to obtain and ensure compliance with any permits and/or authorizations required by law. Client further acknowledges and agrees that Contractor shall not take title to, or assume any loss with respect to, hazardous or non-hazardous substances or wastes, and Client agrees to completely indemnify and hold Contractor harmless with respect to such hazardous and non-hazardous substances or wastes. In no event shall Contractor be liable for the acts of third parties, or for loss or damage which is alleged to be caused by, arise out of, or relate to the use or failure of tanks, boxes, bins, lines, utilities, underground structures, or other equipment leased to, rented to, used by or belonging to Client, or which is used by Contractor or left on site by Contractor in connection with the goods or services provided under this agreement. Without limiting the foregoing, in no event shall Contractor be liable for unknown site conditions, or for release, discharge, spillages or disposal from equipment, realty or facilities which are not then in Contractor's actual custody, possession and control, and Client agrees to indemnify and hold Contractor harmless with respect to such release, discharge, spillages or disposal.

7. **Environmental Laws:** For purposes of this Agreement, the term "Environmental Laws" shall mean any Federal, State and local laws, statutes, ordinances, rules, regulations and final orders applicable to the Property, which regulate or pertain to the environment or environmental matters, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; The Clean Air Act, 42 U.S.C. Section 7401 et seq.; The Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; The Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq.; The Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; The Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; The Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001, et seq.; and The Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., as amended as the date of this Agreement, and the regulations and rules promulgated thereunder.

8. **Safety:** The Client acknowledges that it is assuming the role of Host Employer and shall comply with the Occupational Safety and Health Act of 1970. The Client shall inform Contractor and its personnel of site specific safety requirements and hazards, including, but not limited to, lockout/tagout procedures, confined space entry, toxic atmospheres, hazard communication, high voltage rules and any other actual or potential hazards.

9. **Warranties:** Contractor warrants that the services provided by it pursuant to this Agreement shall be performed to the standards customarily provided by members of the same or similar profession under similar conditions. CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTIBILITY OR ANY OTHER WARRANTY. CONTRACTOR EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES AND ANY OTHER WARRANTY NOT SPECIFICALLY MENTIONED HEREIN. CONTRACTOR SPECIFICALLY DISCLAIMS ANY WARRANTY CONCERNING THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO CLIENT IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT. Contractor shall have no liability for defects in any performance attributed to Contractor's use of or reliance upon information furnished to it by others, including Client and/or for defects in performance based upon site conditions, whether latent or obvious, which were not expressly made known to Contractor at the time service commenced. Under no circumstances will Contractor, or any person or entity acting through it, be liable for damages caused by Contractor's destruction and waste removal methodologies that in Contractor's sole opinion, are required by the job covered under this Agreement. Under no circumstances will Contractor, or any person or entity acting through it, be liable to Client for any Consequential, Incidental, Special, Punitive or Other Indirect Damages, or damages for delay, loss of productivity, loss of use, or lost profits associated with the job covered by this Agreement. Client knowingly and expressly waives all claims for loss or damage, including those arising from breach of contract, breach of warranty or negligence, claimed to have arisen out of the performance of the job covered by this Agreement, unless Client gives Contractor written notice of such claimed breach or negligence within ten (10) days after such alleged occurrence.

10. **Leased Equipment**: Any Leased Equipment provided by Contractor shall at all times be the property of Contractor with the exception of certain miscellaneous installation materials purchased by the customer, and no right or property interest is transferred to the Customer hereunder, except the right to use any such Equipment as provided here. Customer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the equipment. Customer shall be responsible to maintain the Equipment in good and efficient working order.

11. **Indemnification:** Contractor shall hold Client harmless from any lawsuits against Client resulting from the willful acts or gross negligence of Contractor occurring in the performance of its obligations under this Agreement. Contractor's liability shall be limited to the sum of the contract between Contractor and Client and shall not exceed the limits of any insurance coverage maintained by Contractor and applicable to such occurrence and/or the job covered by this Agreement. These limitations apply whether the liability is based on contract, tort, strict liability or any other theory. Client agrees to indemnify and hold Contractor harmless from any and all claims, demands, losses, costs, lawsuits, penalties and fines which relate to or arise from the job covered under this Agreement. Without limiting the foregoing, Client further agrees to

indemnify and hold Contractor harmless form any and all claims, demands, losses, costs, lawsuits, penalties and fines which relate to or arise from actions or inactions of the Client, or any person or entity working through or for Client, or which relate to or arise from or due to any information, analysis, drawing, specification, procedure or other data provided or which should have been provided by or through Client.

12. **Confidential Information/Trade Secrets:** The Client acknowledges that all information regarding Contractor compiled or obtained by Client or used in the completion of work or furnished to Client in connection with the work covered by this Agreement, is Confidential Information and Contractor's exclusive property, except to the extent such information is or becomes public through no fault of Client or anyone receiving information from Client. Client acknowledges that Contractor will be irreparably damaged if Client were to disclose any of the Confidential Information that Client has received or dealt with, or will receive or deal with, as a result of his, her its, relationship with Contractor. Client shall preserve and protect the confidentiality of the Confidential Information and all tangible forms thereof, whenever disclosed to Client. Client shall not disclose or disseminate Confidential Information to any person, firm, or entity (other than authorized personnel of Contractor) or use the Confidential Information for his, her, its own benefit or for the benefit of any third party, without prior written approval of Contractor. Client further acknowledges that the Trade Secrets of Contractor comprise a part of the Confidential Information as to which Client has and/or will have knowledge and access. Client acknowledges the competitive value and confidential nature of such Trade Secrets, and recognizes and agrees that the disclosure and/or improper use of such Trade Secrets will cause serious and irreparable injury to Contractor.

The term "Confidential Information" means any data or information, of any kind, nature or description, about or concerning the business or operations of Contractor, including, but not limited to, any information relating to past, present, or future sales, financial structure, pricing, marketing data, personnel data, products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names, addresses, buying habits or practices of any of Contractor's clients or customers; Contractor's business; compensation paid to other clients and independent contractors and other terms of their contractual arrangement; but does not include information which is or becomes available to the public through no fault of Client or anyone receiving information from Client.

The term "Trade Secret" means any data or information, including, but not limited to, technical or nontechnical data, specifications, designs, plans, proposals, copyrightable work, financial, business and marketing plans or data, formulas, patterns, compilations, programs, devises, methods, techniques, drawings, processes, product plans, actual or potential customer or supplier lists and information, or other information similar to any of the foregoing, which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use.

13. **Non-Solicitation of Employees:** In the course and scope of Contractor's work, Client acknowledges and understands that it may learn of the identity of Contractor's suppliers and employees, including both salaried and hourly Union employees. Client and Contractor acknowledge that Contractor has devoted substantial time and resources into developing the relationships with its suppliers and employees, and that this is valuable and useful information. Therefore, Client shall not, directly or indirectly, either for itself or through any affiliate or other person or entity, (1) cause or seek to cause any of Contractor's suppliers, vendors, purchasing agents, or customers to cease transacting business with Contractor; or (2) cause or seek to cause any of Contractor's prospective suppliers, vendors, purchasing agents, or customers not to transact business with Contractor; or (3) recruit, solicit or hire, or attempt to recruit, solicit or hire, or induce or attempt to induce, or take any action in order to (or that is likely to) induce, or attempt to induce, any employee or agent of Contractor to terminate an employment or other relationship with Contractor; or (4) solicit on behalf of any other party other than Contractor any orders for the products or services hereafter sold or provided by Contractor from any person or entity, whether a customer or potential customer of Contractor, or (5) contact or communicate with, on behalf of any party other than Contractor, any supplier, vendor, purchasing agent, or customer with whom Contractor transacts business or with whom Contractor

anticipates transacting business for the purpose of Competing; and (6) employ any person who was employed by Contractor at any time within the two years prior to employment by Client. Client acknowledges that any breach of the above will cause serious and irreparable injury to Contractor such that Contractor will be entitled to the recovery of all of its damages.

14. **Right of First Refusal Option:** Client grants to Contractor a right of first refusal option to match any written offer received by Client to provide the same services that are being performed by Contractor under the Agreement. Contractor shall have fourteen (14) days upon which to respond to or match any such offer or to terminate this Agreement in its sole discretion, without further recourse from Client. In the event of termination, Client shall pay to Contractor, liquidated damages as defined in Section 5.

15. **Access:** Contractor will require clear unhindered access to the worksite and is not responsible for damages to paved surfaces. Contractor is not responsible for dirtying of Client's premises or for any damage caused by placement of equipment necessary for completion of the job covered under this Agreement.

16. **Reuse of Documents:** All documents prepared by Contractor are the Contractor's property and are not intended or represented to be suitable for use by others, or the use by Client beyond the scope of this Agreement. Any use by others, or reuse by Client beyond the scope of this Agreement are expressly forbidden and shall be at the user's sole risk.

17. **Force Majeure:** Contractor's obligation to provide goods or services under this Agreement shall be suspended if its performance is hindered or delayed due to any cause not reasonably within its control, including but not limited to, acts of God, strikes, labor disputes, weather, disturbances, riots, fire, crime, governmental action or intervention, war, acts of other contractors or subcontractors, acts of Client, unavailability or shortage of power, labor, transportation, or supplies. In the event of such occurrence, Contractor may, at its sole option, suspend its performance or terminate this Agreement, and in either case, shall not be held accountable or liable for damages, costs, or expenses.

18. **Proposal:** Unless otherwise stated in its proposal, the proposal provided by Contractor shall remain valid for a period of thirty (30) days. Notwithstanding the foregoing, the proposal may further be amended or withdrawn without prior notice to Client if information becomes available to Contractor which would, in its opinion, affect a term of such proposal.

19. **Invoicing & Payment:** Unless otherwise stated in its proposal, Contractor may submit invoices immediately and may itemize labor and non-labor charges. Unless otherwise specified in writing, all change orders or work performed outside of the scope of the original proposal, and all subcontractor expenses, will be billed at cost plus reasonable overhead and profit margin. Invoices are due and payable within ten (10) days after the date on the respective invoice. Interest shall be due and payable on any unpaid balance at the rate of 10% per month. All goods and services provided by Contractor shall be deemed satisfactory and acceptable to Client unless Client specifically notifies Contractor in writing of any alleged deficiencies within five (5) days following furnishing of the subject good or service. Should any obligation of Client be placed into the hands of an attorney for collection, the Client agrees to pay all attorney fees incurred by Contractor in the pursuit of said obligation.

20. **Waiver:** Contractor shall not be deemed to have waiver any of its rights, powers, or remedies under this Agreement or at law or in equity, unless such waiver is in writing and executed by Contractor. No delay or omission by Contractor in exercising any right, power or remedy shall operate as a waiver thereof. No waiver of any default shall operate as a waiver of any other default.

21. **Assignment:** Client may not assign this Agreement without Contractor's express prior written consent.

22. **General Acknowledgement:** Client expressly acknowledges that it has been given the opportunity to read the above terms and conditions and that it understands its obligations, rights and responsibilities under the Agreement with Contractor and Client expressly waives any defenses concerning its knowledge or understanding of its rights, responsibilities and obligations under this Agreement.

GAIACA™
WASTE REVITALIZATION

January 22, 2026

Ms. Catherine Salvatierra
Property, Evidence & Crime Scene Technician
Montebello Police Department
1600 W. Beverly Boulevard
Montebello, CA 90640
323.887.1327 ext. 326
csalvatierra@montebelloca.gov

RE: PROCUREMENT BASED ON SINGLE SOURCE SERVICE PROVIDER

The Montebello Police Department is looking to procure narcotics disposal services and is requesting services from a provider with unique knowledge, skill, or ability not available from other sources. Covanta/ReWorld has been the only facility in California to service law enforcement agencies for narcotics disposal services. However, the recent closures of all Covanta facilities now require all California law enforcement agencies to find a new solution for narcotics disposal services.

GAIACA is the only solution for narcotic disposal services.

GAIACA is the only company registered with the Drug Enforcement Administration (DEA) licensed as a Reverse Distributor with on-site narcotic physical destruction capabilities. GAIACA is also the only company that holds HAZWOPER certification to destroy narcotics on-site safely, while also providing the required third-party witnessed destruction certifications as required by the DEA (Form-41). In conjunction with GAIACA's on-site physical destruction capabilities and DEA registration, GAIACA also uses a solution to chemically destroy the drugs non-retrievable to meet the DEA standard of non-retrievability. The chemical solution GAIACA uses has been proven to destroy illicit fentanyl, heroin, meth, cocaine, opioids into a sustainable and biodegradable solution that is safe for the environment.

As GAIACA Waste Revitalization is the only company with physical on-site destruction capabilities that is also registered with the (DEA) as a Reverse Distributor to provide the required third-party witness, along with using a chemical solution to meet non-retrievable standards, it qualifies GAIACA as a single source where services come from a provider with unique knowledge, skill, and ability not available from other sources.

Thank you and please contact us with any additional questions.

Sincerely,

Jonathan Lee
Managing Member
GAIACA Waste Revitalization

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3997 AND ASSIGNMENT AGREEMENT WITH CONCENTRA**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3997 with Concentra ; and
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2027.
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $23,000 in Account No. 100-25-250-6040.10 (General, Human Resources, HR Administration, Contract Services – Outside Contracts); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City relies on Concentra (formerly Reliant Urgent Care) for pre-employment drug and alcohol testing, return-to-work evaluations, and workers' compensation services. Agreement No. 3997 expired on June 30, 2025, and was not renewed in a timely manner due to personnel staff changes in the Human Resources Department. The total amount of this Amendment to the Agreement shall not exceed $75,000 per fiscal year (Fiscal Years 2025-26 and 2026-27). However, if needed, the City Manager has authority to increase the annual expenditure amount by up to $25,000 for the duration of the agreement. Staff is requesting the execution of Amendment No. 1 to Agreement No. 3997 (Attachment A) to extend the term of the agreement through June 30, 2027.

The adopted Fiscal Year 2025-26 operating budget did not allocate the necessary funds for the extension of this agreement. Thus, staff is requesting to amend the FY 2025-26 budget by increasing appropriations by $23,000 in Account No. 100-25-250-6040.10 (General, Human Resources, HR Administration, Contract Services – Outside Contracts) to cover outstanding invoices and anticipated continued service needs for the current fiscal year.

Funding for this agreement is split between the Human Resources and Transit Departments. The Transit Department's adopted Fiscal Year operating budget allocated sufficient funding in Account No. 600-90-900-6040.10 (Transit, Transportation, Transit Administration, Contract Services – Outside Contracts) to cover their portion of the agreement. Future Fiscal Year funding will be included in the proposed budgets for City Council consideration.

BACKGROUND/DISCUSSION:

On August 10, 2022, the City of Montebello entered into Professional Services Agreement No. 3997 with Reliant Urgent Care (DBA Reliant Immediate Care Medical Group, Inc.) to provide essential occupational health services. As of January 19, 2026, Reliant Urgent Care DBA Reliant Immediate Care Medical Group, Inc. was acquired by Concentra. The amendment to Agreement No. 3997 also includes an update to the business name — from Reliant to Concentra (Attachments A and C).

The scope of services under this agreement includes:

- Pre-employment physical examinations to ensure that prospective employees are physically capable of performing essential job functions.
- Drug and alcohol screening services to support a safe and drug-free workplace in compliance with Department of Transportation (DOT) and other regulatory standards.
- Return-to-work evaluations to assess whether employees are medically fit to resume their duties after illness or injury.
- Medical assessments and documentation support for workers' compensation cases, helping the City manage claims efficiently and mitigate liability.

These services support the City's efforts to maintain a safe, drug-free, and regulatory-compliant workforce.

Concentra (formerly Reliant Urgent Care) has consistently provided timely, professional, and specialized medical services that meet the City's operational needs. Their expertise in occupational health helps ensure that the City complies with applicable local, state, and federal regulations, minimizes workplace health risks, and reduces workers' compensation claim exposure.

The current agreement expired on June 30, 2025. Staff recommends approving Amendment No. 1 (Attachment A) to extend the term of the agreement through June 30,

2027. This two-year extension ensures continued access to essential occupational health services that are integral to hiring, workplace safety, compliance, and risk management practices across all City departments

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends approving Amendment No. 1 to Agreement No. 3997 to extend the term through June 30, 2027; authorizing the City Manager to execute the amendment (Attachment A); and amending the FY 2025-26 budget by increasing appropriations by $23,000 in Account No. 100-25-250-6040.10 (General Fund, Human Resource, HR Administration, Other Contract Services). Approval of Amendment No. 1 with Concentra ensures continuity of critical services in support of employee health and safety.

ATTACHMENT(S)

1. Attachement A - Amendment No. 1 to Agr No. 3997
2. Attachment B - Agreement No. 3997
3. Attachment C - Reliant Immediate Care is Now Concentra

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3997 AND ASSIGNMENT AGREEMENT
WITH CONCENTRA

This Amendment No. 1 to the Professional Services Agreement No. 3997 ("Amendment No. 1"), is made and entered into this 11th day of February 2026, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "CITY") and CONCENTRA (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, RELIANT URGENT CARE DBA RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.and the CITY entered into that certain Agreement to retain a qualified professional to provide pre-employment and employee physicals and employee health services as needed for the CITY, dated August 10, 2022 ("Agreement"); and

WHEREAS, Reliant Urgent Care DBA Reliant Immediate Care Medical Group, Inc. ("Assignor") was acquired by Concentra ("Assignee") as of January 19, 2026; and

WHEREAS, the CITY awarded the Agreement to CONSULTANT based on their education, experience, expertise, and training; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties desire to exercise two (2) additional years (expiring June 30, 2027) set forth in Section 3 of the Agreement; and

WHEREAS, the Parties desire to increase the maximum compensation allowable under the Agreement, attached hereto as Exhibit "A-1" and incorporated into the Agreement by this Amendment No. 1; and

WHEREAS, for the reasons set forth herein, the CITY and CONSULTANT desire to enter into this Amendment No.1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. RATE SCHEDULE. The Agreement shall be amended to include the updated rate schedules attached as Exhibit "A-1" to this Amendment No. 1.

SECTION 3. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from July 1, 2025, to June 30, 2027; unless terminated earlier in accordance with its terms. The Parties acknowledge that the two (2) additional years term is now in effect.

SECTION 4. INCORPORATION OF REMAINING TERMS. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

ASSIGNMENT

SECTION 5. ASSIGNMENT. Concentra hereby agrees to assume all duties and obligations under Agreement No. 3997.

SECTION 6. CONSENT. Reliant Urgent Care DBA Reliant Immediate Care Medical Group, Inc. hereby consents to the assignment of Agreement No. 3997 to Concentra.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

(the "CITY")

CITY OF MONTEBELLO

Raul Alvarez, City Manager

(the "CONSULTANT" and "ASSIGNEE")

CONCENTRA

Dr. Kathy Le, Senior Vice President of Medical Operations - Pacific

ATTEST:

Christopher Jimenez, City Clerk

(the "ASSIGNOR")

Reliant Urgent Care DBA Reliant Immediate Care Medical Group, Inc.

Dr. Kathy Le, Senior Vice President of Medical Operations - Pacific

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

Exhibit A-1 – Schedule of Compensation

EXHIBIT A-1

Schedule of Compensation

FY 2025-26 $75,000
FY 2025-27 $75,000

Contingency – The City Manager has the option to add up to $25,000 annually, if needed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/18/2026

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 Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	**CONTACT NAME:** Concentra Unit **PHONE (A/C, No, Ext):** 215-567-6300 **FAX (A/C, No):** 215-405-2694 **E-MAIL ADDRESS:** MMAEastGrahamConcentraUnit@MarshMMA.com
INSURED CONCGRO-01 Occupational Health Centers of California, A Medical Corporation dba Concentra Medical Centers 5080 Spectrum Drive, Suite 1200 West Addison TX 75001	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Columbia Casualty Company 31127 **INSURER B :** Liberty Mutual Fire Ins. Co. 23035 **INSURER C :** Allied World Assurance Company, AG **INSURER D :** Employers Insurance of Wausau 21458 **INSURER E :** LM Insurance Corporation 33600 **INSURER F :** Liberty Insurance Corporation 42404

COVERAGES **CERTIFICATE NUMBER:** 1045070707 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Professional Lia X $1M Claim/$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HAZ 4032244581-10	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS2-631-510199-325	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** X CLAIMS-MADE DED X RETENTION $ $3,000,000			HMC 4032235752	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ $9,000,000 $ $10,000,000 $
F E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-63D-510199-355 WA5-63D-510199-315	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C	Property Excess Liability			YAC-L9L-477341-016 C023701/011	1/1/2026 1/1/2026	1/1/2027 1/1/2027	SEE BELOW $10M Each Occurrence	$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIMARY LIABILTY POLICY includes General Liability Coverage on an Occurrence Basis and Professional Liability Coverage on a Claims Made Basis.

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a $3,000,000 Self-Insured Retention each Occurrence/Claim subject to a $18,000,000 Aggregate.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-12; Effective 1/1/2026-1/1/2027 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

See Attached...

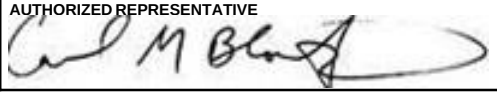
CERTIFICATE HOLDER

CITY OF MONTEBELLO
1600 W. BEVERLY BLVD
MONTEBELLO CA 90640

CANCELLATION

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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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Graham Company,	Occupational Health Centers of California, A Medical Corporation dba Concentra Medical Centers 5080 Spectrum Drive, Suite 1200 West Addison TX 75001
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-12; Effective 1/1/2026-1/1/2027 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-12; Effective 1/1/2026-1/1/2027 - $100,000 Each Medical Incident/$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244628-12; Effective 1/1/2026-1/1/2027 - $800,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-12; 1/1/2026-1/1/2027 - $500,000 Each Medical Incident/$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-12; 1/1/2026-1/1/2027 - $1,000,000 Each Medical Incident/$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Liberty Mutual Insurance Corp. - Policy #WA5-63D-510199-315; Effective: 4/1/2025-4/1/2026

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Insurance Corp. - Policy #WA7-63D-510199-405; Effective: 4/1/2025-4/1/2026

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Liberty Mutual Insurance Corp. - Policy #WC5-631-510199-255 (WI); Effective: 4/1/2025-4/1/2026

ADDITIONAL WORKERS COMPENSATION POLICIES:

OHC of Arkansas – Liberty Insurance Corp. - Policy #WC7-631-510199-285; Effective: 4/1/2025-4/1/2026
OHC of Southwest (AZ/UT) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-245; Effective: 4/1/2025-4/1/2026
OHC of Delaware – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-335; Effective: 4/1/2025-4/1/2026
OHC of Georgia/Hawaii – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-385; Effective: 4/1/2025-4/1/2026
OHC of Illinois – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-415; Effective: 4/1/2025-4/1/2026
OHC of Louisiana – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-295; Effective: 4/1/2025-4/1/2026
OHC of Michigan – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-275; Effective: 4/1/2025-4/1/2026
OHC of Nebraska – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-375; Effective: 4/1/2025-4/1/2026
OHC of New Jersey – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-265; Effective: 4/1/2025-4/1/2026
OHC of North Carolina – Liberty Insurance Corp. - Policy #WC7-631-510199-345; Effective: 4/1/2025-4/1/2026
OHC of Southwest (KS) – Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-425; Effective: 4/1/2025-4/1/2026
Therapy Centers of Southwest I, PA (OR) - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-395; Effective: 4/1/2025-4/1/2026
Therapy Centers of South Carolina, PA - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-305; Effective: 4/1/2025-4/1/2026
OHC of Minnesota - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-455; Effective: 4/1/2025-4/1/2026
OHC of Alaska - Liberty Mutual Fire Insurance Company - Policy #WC2-631-510199-445; Effective: 4/1/2025-4/1/2026

CYBER LIABILITY - Arch Specialty Insurance Company - Policy #NPL2001106-01; Effective: 11/25/2025-01/01/2027 - Limit: $10,000,000

EXCESS CYBER LIABILITY - Homeland Insurance Company of New York - Policy #720002431-0001; Effective: 11/25/2025-01/01/2027 - Limit: $10,000,000 Excess of $10,000,000

CRIME COVERAGE – National Union Fire Insurance Company of Pittsburgh, PA – Policy #04-173-83-24, Effective 01/01/2026 – 01/01/2027 – Limit $10,000,000

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.
RE: OHC OF CA/CMC WILL PROVIDE MEDICAL SERVICES TO THE EMPLOYEES OF THE
NAME CLIENT.

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CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3997 WITH RELIANT URGENT CARE DBA RELIANT IMMEDIATE CARE MEDICAL GROUP, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 10, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and RELIANT URGENT CARE DBA RELIANT IMMEDIATE CARE MEDICAL GROUP, 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 pre-employment and employee physicals and employee health services as needed 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. Proposal referenced and Best Final Offer received by the successful proposer.
3. 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, 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.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide pre-employment and employee physicals and employee health services as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no 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, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one (1), one-year extension options upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed

boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

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

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

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

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY:
City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to:
City of Montebello – Human Resources
Attn: Nicolas Razo, Director – Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: nrazo@cityofmontebello.com

If to Consultant:
Reliant Urgent Care DBA:
Reliant Immediate Care Medical Group, Inc.
Attn: Gene Howell, Chief Executive Officer
5901 West Century Boulevard
Los Angeles, CA 90045
(323) 595-9944
Email: ghowell@insightRCM.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

René Bobadilla, City Manager

("CONSULTANT")

Reliant Urgent Care DBA: Reliant Immediate Care Medical Group, Inc.

Gene Howell, Chief Executive Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Price Proposal
- Exhibit B – Schedule of Compensation

Agr No 3997 - Reliant (Final)

Final Audit Report 2022-07-26

Created:	2022-07-26
By:	Micah Herd (MHerd@cityofmontebello.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6AzPcykhg_uf3vFgShHEaCSJZU1EMRjy

"Agr No 3997 - Reliant (Final)" History

Document created by Micah Herd (MHerd@cityofmontebello.com)
2022-07-26 - 3:33:27 PM GMT

Document emailed to Gene Howell (ghowell@insightrcm.com) for signature
2022-07-26 - 3:33:58 PM GMT

Email viewed by Gene Howell (ghowell@insightrcm.com)
2022-07-26 - 5:26:01 PM GMT

Document e-signed by Gene Howell (ghowell@insightrcm.com)
Signature Date: 2022-07-26 - 5:26:13 PM GMT - Time Source: server

Agreement completed.
2022-07-26 - 5:26:13 PM GMT

Adobe Acrobat Sign

EXHIBIT "A"

Price Proposal

CITY OF MONTEBELLO
NEW HIRE PROTOCOLS

Physical #1 – BASIC PHYSICAL $85.00

New Hire - BASIC PHYSICAL

Examination by M.D.
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
UA Dip (Dipstick Urinalysis)
Non-DOT Drug Screen - eScreen 10 Panel Drug Screen

Physical #2 – MAINTENANCE $105.00

New Hire - MAINTENANCE

Examination by M.D.
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
UA Dip (Dipstick Urinalysis)
Lifting Capacity Test 50 lbs
Non-DOT Drug Screen - eScreen 10 panel Drug Screen

Physical #3 DOT/DMV EXAMINATION $110.00

New Hire - BUS OPERATORS, MECHANICS EQUIPMENT, SERVICE WORKER

DOT/DMV Examination by M.D
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
Lumbar Spine X-Ray (3 view)
UA Dip (Dipstick Urinalysis)
DOT Regulated Drug Test- Escreen
Provide DOT Certification Card to the patient

DOT PHYSICAL #4 RENEWAL – FIREMEN $60.00

Renewal –DOT EXAM

DOT/DMV Examination by M.D.
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
UA Dip (Dipstick Urinalysis)
Provide DOT Certification Card to the patient

Examinations below must be scheduled in A.M. due to fasting for blood work

Physical #5 POLICE FIREMAN $695.00
New Hire - PUBLIC SAFETY EMPLOYEES
Must use P.O.S.T. History & Physical Form
Appendix C History Form (Employee Brings/Provides)
Examination by M.D.
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
UA Dip (Urinalysis)
Audiometry
CBC, Comprehensive Metabolic Panel (Chem20), Lipid Panel
Chest X-Ray (1 view)
LS x-ray 3 views
Non-DOT Drug Screen - eScreen 10 Panel Drug Screen
Stress EKG - (Will be schedule with Cardiologist)

Physical #6 FIREMEN $695.00
New Hire FIREMEN
DOT/DMV Examination by M.D.
Height, Weight, Temperature, Pulse, Blood Pressure
Vision (Snellen)
UA Dip (Dipstick Urinalysis)
Audiometry
CBC, Comprehensive Metabolic Panel (Chem20), Lipid Panel
Chest X-Ray (1 view)
Lumbar Spine X-Ray (3 view)
Stress EKG
Pulmonary Function Test
Non-DOT Drug Screen - eScreen 10 Panel Drug Screen
Provide DOT Certification Card to the patient

Reporting Contacts:
Please identify contacts that we will be reporting results to via Email
Bob Franco (please provide contact number)
Bfranco@cityofmontebello.com
Nikole Mooshagian (323)887-1383
nmooshagian@cityofmontebello.com
Danilo Batson (323) 887-1200
dbatson@cityofmontebello.com

EXHIBIT "B"

Schedule of Compensation

Year 1 - $75,000
Year 2 - $75,000
Year 3 - $75,000
Year 4 - $75,000 (Optional)
Year 5 - $75,000 (Optional)

Contingency – The City Manager has the option to add up $25,000 annually, if needed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2022

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	CONTACT NAME:	
CAP PHYSICIANS INSURANCE AGENCY, INC. 333 S. HOPE ST. 8TH FLOOR LOS ANGELES CA 90071	PHONE (A/C, No, Ext): (888) 516-1335	FAX (A/C, No): (866) 828-2424
	E-MAIL ADDRESS: Certificate@Hanover.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Ins Co of America	31534
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

RELIANT IMMEDIATE CARE MEDICAL
P O BOX 159
MAX LEBOW MD
MANHATTAN BEACH CA 90267

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:	N	N	OB3 A636371 07	07/28/2022	07/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	N	N	OB3 A636371 07	07/28/2022	07/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Loc 1: Business Personal Property	N	N	OB3 A636371 07	07/28/2022	07/28/2023	$270,800 Cov/$1,000 Ded/RC	
A	Loc 2: Business Personal Property			OB3 A636371 07	07/28/2022	07/28/2023	$788,741 Cov/$1,000 Ded/RC	
A	Loc 3: Business Personal Property			OB3 A636371 07	07/28/2022	07/28/2023	$382,883 Cov/$1,000 Ded/RC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED CONT: RELIANT IMMEDIATE CARE; RELIANT LAX CLINIC LLC; RELIANT URGENT CARE-DTLA; GROUP INC.
Location 1: 814 FRANCISCO STREET, LOS ANGELES, CA 90017
Location 2: 2300 BEVERLY BLVD STE 10, MONTEBELLO, CA 90640
Location 3: 5900 PACIFIC BLVD, HUNTINGTON PARK, CA 90255
Location 4: 5901 W CENTURY BLVD STE, LOS ANGELES, CA 90045
Location 5: 11460 TELEGRAPH RD, SANTA FE SPRING, CA 90670
Loc 4: Business Personal Property OB3 A636371 07 07/28/2022 07/28/2023 $2,422,035 Cov/$1,000 Ded/RC
Loc 5: Business Personal Property OB3 A636371 07 07/28/2022 07/28/2023 $243,101 Cov/$1,000 Ded/RC

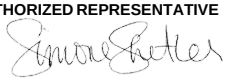
CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

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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ENTITY CERTIFICATE OF PROFESSIONAL LIABILITY COVERAGE THROUGH MUTUAL PROTECTION TRUST (MPT)

Name of Entity:	**Reliant Immediate Care Medical Group Inc**
Name of DBAs:	**Reliant Urgent Care DTLA** **Reliant Urgent Care Huntington Park** **Reliant Urgent Care LAX** **Reliant Urgent Care Montebello** **Reliant Urgent Care Santa Fe Springs**
MPT Entity:	**8956**
Effective Period:	**January 1, 2020 through December 31, 2022**
Retroactive Date:	**January 1, 2003**

The limit of liability of **$1 million per Occurrence and $3 million aggregate** will be ***shared with** the limits of MPT Members of the above named Entity.

* A **shared** limit of liability for the Entity means that the Entity will share the limit of the MPT Members(s) whose acts, errors or omissions gave rise to the Occurrence. In the event that an Occurrence arises solely out of the acts, errors and omissions of a non-MPT Healthcare Practitioner who provides Professional Services for the Entity, the MPT Members of covered Entity shall share their limits of liability with the Entity.

** A **separate** limit of liability for the Entity means that the limits of the liability shall be in addition to and separate from (not shared with) the limits of liability of the MPT Member(s) whose acts, errors or omissions gave rise to the Claim. In the event that an Occurrence arises solely out of the acts, errors and omissions of a non-MPT Healthcare Practitioner who provides Professional Services for the Entity, the MPT Members of covered Entity shall share their limits of liability with the Entity.

Nothing in this Certificate of Coverage shall be construed to increase the limits of liability set forth in Part 1, Section 6.A of the MPT Agreement.

The Mutual Protection Trust will provide the Claims defense and Claims payment services described in the MPT Agreement to the Entity named above, subject to all terms, conditions, and exclusions contained in the MPT Agreement, and subject to payment of any annual fees for Claims arising out of an Occurrence during the effective period set forth above.

The coverage is continuous and uninterrupted unless cancelled or amended by MPT or the MPT Entity above. This certificate is incorporated by this reference and is a part of the MPT Agreement.

This Entity's principals are responsible for notifying all recipients of this certificate should the Entity discontinue operation or dissolve before the end date shown above.

Date: December 20, 2021

MUTUAL PROTECTION TRUST

By_____
Alfred De Leon
Vice President, Membership Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/09/22

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	CONTACT NAME: Neil Plant
James+Gable Insurance Brokers,Inc 111 N Sepulveda Blvd Ste 325 Manhattan Beach, CA 90266 License No. 0B11974	PHONE (A/C, No, Ext): 310-937-2020 FAX (A/C, No): E-MAIL ADDRESS: nplant@james-gable.com
INSURED Reliant Immediate Care Medical Group, Inc 898 N Pacific Coast Hwy, Suite 600 El Segundo, CA 90245	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cypress Insurance Company — 10855 INSURER B : Lloyd's (Beazley) — N/A INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC328617	04/01/22	04/01/23	☒ 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
B	CYBER LIABILITY			W226C6220501	03/20/22	03/20/23	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage

CERTIFICATE HOLDER

City of Montebello
Attn: Risk Manager
1600 West Beverly Blvd
Montebello, CA 90640

CANCELLATION

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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ATTACHMENT C

Concentra®

View in Browser

Dear Valued Client,

Today, January 19, Concentra® has acquired the assets of Reliant Immediate Care in California from MBI Industrial Medicine. As part of this acquisition, three Reliant medical centers are now Concentra medical centers, and one medical center has integrated with a nearby Concentra location. Additionally, employees of these centers have joined Concentra.

- **Reliant LAX Airport** at 5901 West Century Boulevard, Los Angeles, California 90045 is now Concentra Century Airport.
- **Reliant Downtown LA** at 814 Francisco Street, Los Angeles, California 90017 is now Concentra Downtown LA.
- **Reliant Montebello** at 2300 West Beverly Boulevard, Suite 100, Montebello, California 90640 is now Concentra Montebello.
- **Reliant Huntington Park** at 5900 Pacific Boulevard, Huntington Park, California 90255 will close and integrate with **Concentra Vernon Soto** at 3851 Soto Street, Vernon, California 90058.

We look forward to continuing to provide you with the same quality health care services you are used to, now with a new name and the additional resources of a national health care provider's managed practice groups.

If you have questions about our new locations, want to update your account, or just want to learn more about occupational medicine, contact Director of Sales Dominique McDermott at 480-338-2135. Or tour a Concentra medical center virtually.

Sincerely,

Sabrina Linnemann

Sabrina Linnemann
Senior Vice President of Operations, Concentra

Concentra
Improving the health of America's workforce, one patient at a time.

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5080 Spectrum Drive, Suite 1200, Addison, Texas 75001
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ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **WAIVE SECOND READING AND ADOPTION OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, SITE PLAN REVIEW STANDARDS, AND REZONING OF CERTAIN PROPERTIES CONSISTENT WITH THE MONTEBELLO 2040 GENERAL PLAN AND THE CITY'S HOUSING ELEMENT**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive second reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Waive second reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Waive second reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed administratively; and
4. Waive second reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the

Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and

5. Determine and find that the proposed amendments to Title 17 of the MMC and rezoning of certain properties are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA"), and
6. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended actions do not have a fiscal impact.

BACKGROUND/DISCUSSION:

On June 22, 2022, the City Council adopted the City's Housing Element (6th Cycle, 2021-2029), and subsequently was certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022.

On April 10, 2024, the City Council adopted the Montebello 2040 General Plan and the Downtown Montebello Specific Plan and certified a Final Environmental Impact Report ("Final EIR") for both documents. The Montebello 2040 General Plan Update establishes the City's long-term vision, goals, and policies to guide future development throughout the City.

As part of an extensive community engagement conducted from October 2020 through February 2024, approximately 31 public outreach activities were held in connection with the 2040 General Plan, Bike Plan, and Downtown Specific Plan. These community engagement efforts included 12 meetings before the decision-making bodies, 19 public workshops/focus group meetings, and two (2) separate surveys. The Montebello 2040 General Plan reflects input received from the community, stakeholders, and all who participated in the process. Through this community-based and collaborative approach, the General Plan has been designed to represent the interests and feedback of the community and to guide Montebello forward with a vision that supports progressive growth while preserving and enhancing the City's quality of life.

The proposed text code amendments are a matter of citywide importance and are necessary to preserve and protect public peace, health, safety, and welfare. These amendments serve as a critical implementation tool for the City's Sixth Cycle Housing Element and the Montebello 2040 General Plan by ensuring that adopted goals and policies are realized through corresponding regulatory updates. The amendments advance the City's housing and land use commitments by establishing new zoning classifications consistent with the City's mixed-use standards, codifying Objective Design Standards for residential and mixed-use developments, removing regulatory constraints, streamlining development review processes, and improving consistency with recently enacted State housing legislation. To ensure full alignment with the goals, objectives,

and policies of the General Plan and Housing Element, City staff is proposing amendments to the MMC as outlined below.

1. **Chapter 17.22 - *Commercial Zones Generally:*** Add Sections 17.22.220 through 17.22.240 to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22.
2. **"New" Chapter 17.21 – *Objective Design Standards:*** Establish a new chapter within the MMC to provide objective design standards for residential and mixed-use development projects.
3. **Chapter 17.74 – *Site Plan Review:*** Update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed administratively.
4. **Rezoning and Zoning Map Update:** Approve a Zone Change of certain properties to ensure general consistency with the land use designations established by the Montebello 2040 General Plan, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029).

On February 10, 2026, the Planning Commission held a duly noticed public hearing to consider proposed amendments to the City's Zoning Code (Title 17 of the Montebello Municipal Code), including revisions to the Zoning Map. Following the Planning Commission's independent review, consideration, and analysis of the staff report and all information presented, the Planning Commission voted unanimously to adopt Planning Commission Resolution No. 02-26, recommending that City Council adopt Ordinance Nos. 2487, 2488, 2489, 2490 amending various provisions of Title 17 of the Montebello Municipal Code and approving amendments to the City's Zoning Map. Resolution No. 02-26 is attached hereto as Attachment F and incorporated herein by reference.

On February 25, 2026, the City Council held a duly noticed public hearing to consider the proposed text code amendments and the corresponding amendments to the City's Zoning Map. Following the City Council's independent review, consideration, analysis of the staff report and information presented, as well as oral testimony by persons of the public, the City Council unanimously voted to introduce and waive the first reading of Ordinance Nos. 2487, 2488, 2489, and 2490, amending various provisions of Title 17 of the Montebello Municipal Code and rezoning certain properties, consistent with the Montebello 2040 General Plan and City's Housing Element. Additionally, the City Council adopted Resolution No. 26-09, approving amendments to the City's Zoning Map. Resolution No. 26-09 is attached hereto as Attachment E and incorporated herein by reference.

ENVIRONMENTAL:

The proposed amendments to Title 17 of the Montebello Municipal Code and rezoning of certain properties are consistent with the 2040 General Plan, for which a Final

Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

The 2040 General Plan includes the City's 6th Cycle Housing Element, which was previously adopted and certified by the California Department of Housing and Community Development and was also analyzed within the Final EIR. The proposed zoning text and map amendments are within the scope of the certified Final EIR and do not result in new or more severe impacts. No further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15168.

ANALYSIS:

Collectively, the proposed zoning text amendments are intended to update Title 17 (Zoning) of the MMC to improve the housing development review process, ensure consistency with the City's General Plan and Housing Element, and maintain compliance with State housing law. These amendments are described in greater detail below.

MIXED- USE STANDARDS (Attachment A)

The Montebello 2040 General Plan encourages mixed-use development as a means to integrate residential, commercial, office, civic, and employment uses in order to reduce vehicle trips and support walkable neighborhoods. Mixed-use development promotes economic development by allowing residential units, commercial uses, and employment opportunities to be located in close proximity. These development patterns support housing opportunities, reduce vehicle miles traveled, and strengthen neighborhood character.

Consistent with the goals and objectives of the Montebello 2040 General Plan, the City Council seeks to establish a flexible zoning framework that allows for high-quality mixed-use development while ensuring compatibility with existing neighborhoods. The intent of the mixed-use regulations is to provide clear development standards, permitted uses, and review procedures to guide future development within the City.

This proposed text amendment would amend Chapter 17.22 (Commercial Zones Generally) of the Montebello Municipal Code to establish mixed-use development standards within the City's C-1 and C-2 commercial zones. The ordinance allows for the integration of residential, commercial, office, civic, and compatible employment uses within a single development. It establishes clear and objective regulations related to permitted and conditionally permitted uses, development intensity, building height, setbacks, parking, open space, and design standards. The mixed-use framework supports both vertical and horizontal development patterns and encourages pedestrian-oriented projects located near transit routes and multimodal corridors. The ordinance also includes incentives for housing development by allowing ministerial review when projects meet established objective design standards.

This ordinance implements the Montebello 2040 General Plan and advances the City's

long-term land use, housing, and economic development goals by encouraging infill and redevelopment of underutilized commercial properties, increasing housing opportunities near transit corridors, and supporting local businesses.

The proposed amendments to Chapter 17.22 are set forth in Attachment A, attached hereto and incorporated by reference, with new text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

OBJECTIVE DESIGN STANDARDS (Attachment B)

The State of California has adopted a series of laws to address the ongoing housing crisis and better meet the housing needs of its residents. These laws require cities across California to review and update their residential development and design standards to support faster and more predictable permitting timelines, while still achieving reasonable and high-quality design outcomes. Cities must ensure their local regulations comply with State law and do not unnecessarily hinder the development of housing.

In November 2020, the Southern California Association of Governments ("SCAG") Regional Council approved the 2020 Sustainable Communities Program ("SCP") Housing and Sustainable Development ("HSD") Call for Applications. Through this program, SCAG awarded a Regional Early Action Planning ("REAP") grant to the City of Montebello to evaluate, document, and modernize its multi-unit and mixed-use development standards and permitting processes. This effort is intended to support a greater understanding of how objective development standards can help increase housing production in Los Angeles County and throughout California.

As part of the REAP program, SCAG retained a design and planning consulting firm to develop a custom zoning "toolkit" of objective development standards tailored to the City of Montebello. This toolkit is intended to assist the City in more efficiently adopting new standards into the zoning code and implementing State housing law requirements.

Objective standards are clear, measurable development criteria used by local agencies to regulate new projects. These standards provide certainty for both applicants and the public and are the sole basis on which a local agency may approve, deny, or condition certain housing projects under State law. Establishing objective standards is a key strategy for cities seeking to increase housing production while maintaining compatibility with community character.

The City's commitment to objective standards is reflected in Programs 11 and 12 of the City's 2021–2029 Housing Element. Program 11 calls for the establishment of clear, precise, and objective development standards based on the community's vision, along with a streamlined approval process for projects that comply with those standards. Program 12 further commits the City to simplifying and making the permitting and regulatory review process more predictable in order to reduce development costs and encourage new housing construction.

Consistent with these commitments, staff is proposing a text amendment to Title 17 of the MMC to add Chapter 17.21 – *Objective Design Standards*, which would establish objective design standards applicable to residential and mixed-use developments. The

effort utilizes the guidance of the SCAG objective design standards toolkit and existing standards currently applied by the City, such as the Downtown Montebello Specific Plan requirements for floor area ratio, height, open space, building modulation, frontage, setbacks, and step backs.

For reference, the proposed Ordinance for Chapter 17.21 is set forth in Attachment B.

SITE PLAN REVIEW (Attachment C)

The primary objective of Chapter 17.74 - Site Plan Review ("SPR") is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development. City Staff is proposing several text amendments to Section 17.74.030 – When Required, including increasing the thresholds that trigger a site plan review, eliminating language that bundles discretionary entitlements per project, and adding exceptions for qualifying mixed-use and residential projects.

The SPR ordinance was last updated in 1990 and currently requires a site plan review for both commercial and industrial projects involving the construction of five thousand square feet or more of building area, as well as residential projects resulting in three or more dwelling units. The proposed zoning amendment to Section 17.74.030(A) revises the threshold for required site plan reviews in industrial and commercial zoning districts from 5,000 square feet of new construction to 25,000 square feet or more and revises the threshold for residential projects from three or more dwelling units to ten or more dwelling units.

These amendments are intended to better align the level of regulatory review with the scale, complexity, and potential impacts of development. Commercial and industrial projects under 25,000 square feet are generally limited in intensity and are less likely to generate substantial impacts related to traffic, infrastructure demand, environmental effects, or land use compatibility. As such, requiring site plan review for smaller projects may impose unnecessary regulatory burdens without providing a corresponding public benefit. Similarly, increasing the residential threshold from three to ten dwelling units reflects contemporary development patterns and planning objectives. Smaller residential projects such as duplexes, triplexes, and small multi-unit developments, typically have minimal impacts on surrounding neighborhoods and infrastructure and are often consistent with existing zoning standards. Requiring site plan review for projects with as few as three units can create barriers to modest infill development, housing diversity, and the efficient use of urban land. By raising the threshold to ten dwelling units, the City can focus discretionary review on larger residential projects that are more likely to affect neighborhood character, circulation, parking demand, and public services, while streamlining the approval process for smaller-scale housing projects that support local and regional housing goals.

Additionally, Section 17.74.030(A) currently states that a separate site plan review is not required for projects that require approval of a conditional use permit. Staff is proposing that this language be removed from the ordinance, thereby allowing each discretionary entitlement to be processed and approved independently. This change will enable Staff and decision-makers to make distinct findings for each entitlement, rather than combining

multiple approvals under a single application.

Processing discretionary entitlements separately improves clarity, transparency, and consistency in project review. Each type of approval looks at different aspects of a project and has its own standards that must be met. Reviewing them independently allows staff and decision-makers to clearly explain how a project meets each set of requirements, rather than combining multiple approvals into a single decision. This change improves transparency for the public, helps ensure that all applicable standards are properly addressed, and strengthens the overall review process.

Lastly, staff is proposing to add Section 17.74.030(B) to include an exception in the site plan review standards that would allow certain qualifying mixed-use or residential projects to be reviewed administratively, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households.

This exception is intended to support the development of affordable housing by reducing review time and cost. State housing laws increasingly encourage or require streamlined, ministerial approval processes for housing projects that meet objective development standards and include affordable units. By allowing qualifying projects to proceed through ministerial review, the City is aligning its local regulations with state housing policies, reducing barriers to affordable housing development, and supporting regional and statewide housing production goals.

Projects eligible for this exception would still be required to comply with all applicable zoning, design, and development standards, ensuring compatibility with surrounding areas while advancing housing affordability and equity objectives.

The proposed amendments to Chapter 17.74 are set forth in Attachment C, attached hereto and incorporated by reference, with new text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

REZONING AND ZONING MAP UPDATE (Attachments D and E)

Prior to the adoption of the Montebello 2040 General Plan Update, the City's General Plan had last been comprehensively updated in 1973, which was also the last time the City's zoning designations were substantially revised.

In alignment with the proposed zoning text amendments, City staff is proposing to rezone approximately 270 parcels and to amend the Zoning Map accordingly. The proposed rezoning is based on the following criteria:

- To ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element; and

- To correct existing nonconforming or improperly zoned parcels in order to align zoning designations with surrounding land use patterns and current development standards.

Consistent with the proposed mixed-use development standards and objective design standards, the zoning amendments would allow mixed-use development within the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts. These changes focus on the City's primary commercial corridors, including Montebello Boulevard, Beverly Boulevard, Whittier Boulevard, Washington Boulevard, and Garfield Avenue.

A central objective of the Montebello 2040 General Plan is to preserve and stabilize established residential neighborhoods while directing growth toward key commercial corridors. The proposed comprehensive Zoning Map update advances this vision by enhancing opportunities for increased residential density along these corridors, supporting the provision of affordable and accessible housing, and encouraging mixed-use development. Collectively, the amendments ensure consistency with the land use framework established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element.

For reference, the proposed rezoning ordinance is included in Attachment D. Resolution No. 26-09, approving the updated City Zoning Map and adopted by the City Council on February 25, 2026, is provided in Attachment E.

GENERAL PLAN CONSISTENCY

The proposed Zoning Code amendments and Zoning Map updates are consistent with and meet the goals and policies of the City of Montebello 2040 General Plan. The General Plan emphasizes directing growth to established corridors and neighborhoods through compact, infill development and mixed-use land uses. Policies within "Our Prosperous Community" chapter (Policies P2.2, P2.6, P2.7) support corridor-focused development, urban infill, and compact development patterns while preserving and enhancing existing industrial areas to meet current and future needs. The proposed zoning updates align with these policies by allowing increased density and flexibility within designated corridors and neighborhood land use areas, while maintaining protection for existing sites. Additionally, policies within "Our Well-Planned Community" chapter (Policies P3.3, P3.4, and P3.6) promote revitalization of established neighborhoods and corridors, encourage the development of diverse and walkable neighborhoods, and support the preservation and expansion of industrial districts.

Although approval of the proposed amendments will bring the majority of identified parcels into alignment with the City's General Plan, with an emphasis on rezoning those sites identified in the City's 6th Cycle Housing Element, the General Plan is not intended to function as a universal solution for every neighborhood. The General Plan does not function as a regulatory document; rather, it provides a vision with goals and policies. As implementation moves forward and additional site-specific and neighborhood-level conditions are evaluated, some parcels may remain inconsistent with the adopted designations. Staff will continue to evaluate those parcels on a case-by-case basis and

may be considered for future General Plan designation amendments and/or rezoning to ensure the City's land use policies remain responsive, context-sensitive, and consistent with long-term planning objectives.

Collectively, these policies support the proposed Text Code Amendments and Zoning Map update, that are consistent with and support the Montebello 2040 General Plan by advancing the City's adopted goals, objectives, and future vision for growth and development. The proposed amendments all align with applicable land use objectives, ensuring that future development is compatible with the future goals of the City and maintain consistency with the General Plan's framework.

The following General Plan goals and policies apply to the proposed Text Code Amendments within Title 17 of the Montebello Municipal Code and the proposed update to the City's Zoning Map:

General Plan "Our Prosperous Community" Element policy 2 (P2.2) "Promote corridor development."

General Plan "Our Prosperous Community" Element policy 2 (P2.6) "Preserve and enhance industrial areas."

General Plan "Our Prosperous Community" Element policy 2 (P2.7) "Encourage urban infill and compact development."

General Plan "Our Well-Planned Community" Element policy 3 (P3.3) "Revitalize established neighborhoods and corridors".

General Plan "Our Well-Planned Community" Element policy 3 (P3.4) "New development will create diverse and walkable neighborhood".

General Plan "Our Well-Planned Community" Element policy 3 (P3.6) "Preserve and enhance the industrial district while retaining and expanding existing businesses".

SUMMARY:

The proposed text amendments to the Zoning Code are consistent with the Montebello 2040 General Plan and the City's Housing Element, as they implement policies that promote mixed-use development, establish objective design standards, and ensure consistency between zoning regulations and General Plan land use designations.

Staff recommends that the City Council waive second reading of Ordinance Nos. 2487, 2488, 2489, and 2490, amending provisions of Title 17 (Zoning) of the City of Montebello Municipal Code and rezoning of certain properties.

The proposed Zoning Code amendments include the establishment of new mixed-use development standards, the adoption of objective design standards for residential and mixed-use developments, and revisions to the existing site plan review standards. In addition, the Zoning Map amendments included under adopted Resolution No. 26-09

would rezone certain properties to ensure consistency with their underlying General Plan land use designations. Collectively, these amendments are intended to implement the goals, policies, and programs of the City's General Plan and Housing Element in accordance with State Housing Law.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2487 -- Mixed-Use Standards
2. Attachment B - Ordinance No. 2488 - Objective Design Standards
3. Attachment C - Ordinance 2489_Site Plan Review Standards
4. Attachment D - Ordinance No. 2490 - Rezoning
5. Attachment E - Executed Resolution No. 26-09 - Zoning Classifications for Certain Parcels
6. Attachment F - Executed Planning Commission Resolution No. 02-26

ATTACHMENT A

ORDINANCE NO. 2487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.22 COMMERCIAL ZONES GENERALLY TO INCLUDE MIXED USE DEVELOPMENT STANDARDS

WHEREAS, the City of Montebello is a general law city organized and existing under the laws of the State of California; and

WHEREAS, Title 17 of the Montebello Municipal Code establishes zoning regulation to implement the City of Montebello General Plan; and

WHEREAS, the City of Montebello General Plan encourages compact, pedestrian oriented development that integrates residential, commercial, civic and employment uses; and

WHEREAS, mixed-use development promotes efficient land uses, economic vitality, housing opportunities, reduced vehicle trips, and enhanced community character; and

WHEREAS, the General Plan encourages mixed–use development to integrate residential, commercial, office, civic, and employment uses to reduce vehicle trips and support walkable neighborhoods; and

WHEREAS, mixed-use development promotes economic development by encouraging residential units with commercial uses and employment opportunities within close proximity to residential areas; and

WHEREAS, the mixed-use is intended to provide clear development standards, permitted uses, and review procedures to guide future development; and

WHEREAS, the City Council desires to provide a flexible zoning framework that allows for high quality development while ensuring compatibility with existing neighborhoods; and

WHEREAS, the City Council finds that establishing mixed-use standards is consistent with the goals and policies of the Montebello General Plan and the public health, safety, and welfare; and

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 a part of the findings in support of this Ordinance.

SECTION 2. FINDINGS. The City Council hereby finds that this Ordinance is consistent with the City's General Plan ensuring compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and the revitalization within downtown, corridors, and neighborhoods.

SECTION 3. Chapter 17.22 of the Montebello Municipal Code is hereby amended in its entirety to read as follows (new language is underlined, while removed language is ~~stricken~~):

Chapter 17.22 COMMERCIAL ZONES GENERALLY

17.22.010 Scope.

The following regulations shall be applicable to all properties and uses on any commercial (C) zone. The mixed-use sections shall apply to the C-1 and C-2 zones as described in section 17.22.220.

17.22.020 Development standards—Lot area, width and depth.

Exhibit 17.22.020 Commercial Development Standards, not applicable to mixed-use or standalone residential development projects.

EXHIBIT 17.22.020

COMMERCIAL DEVELOPMENT STANDARDS

Zone	Minimum Lot			Maximum		
	Area	Width	Depth	Building Height	Floor Area Ratio	Lot Coverage
C-R	5,000 sq. ft.	50 ft.	100 ft.	35 ft. where common lot line with R-1	0.5:1	60%

				(25 ft. for any portion of building within 15 ft. of R-1 property)		
C-1	5,000 sq. ft.	50 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	1:1	Unlimited except for required yard areas
C-2	2,500 sq. ft.	25 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	3:1	Unlimited except for required yard areas
C-M	7,500 sq. ft.	25 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	2:1	Unlimited except for required yard areas

17.22.030 Off-street parking and loading.

In addition to the following regulations, each lot or parcel of land in the C zones shall have and maintain off-street parking as prescribed in Chapter 17.52 of this code, Off-Street Parking Regulations. Any use with a gross floor area over six thousand square feet which requires deliveries or shipments must provide off-street loading facilities in accordance with the following requirements:

A. Required Spaces. Off-street loading spaces shall be provided on the same lot with every building or separate occupancy as follows:

Gross Floor Area (square feet)	Required Spaces
6001 — 10,000	1
10,001 — 20,000	2
20,001 — 50,000	3
50,001 — 100,000	4
100,001 — 200,000	5
Each additional 100,000, or fraction thereof	1

B. Size. Each off-street loading space shall be not less than twelve feet in width and thirty feet in length and fifteen feet in height. Uses requiring four or more spaces shall have one quarter (twenty-five percent) of the spaces with a minimum width of fourteen feet and a minimum length of sixty feet.

C. Location. Off-street loading facilities shall be located so that vehicles shall not extend on to public sidewalks or streets or required driveways in the course of loading or unloading goods.

17.22.040 Development standards—Trash areas.

Each lot or parcel shall be provided with facilities for the temporary storage and collection of trash, rubbish and garbage (hereafter "facilities") in accordance with all of the following:

A. Such facilities may be located within a building, or, if in the open, shall be enclosed by a masonry wall architecturally compatible with the main building and including a solid gate.

B. Where bulk-type trash containers are used, the same shall be fitted with rubber wheels for ease of movement.

C. All trash, rubbish and garbage receptacles and surrounding areas shall be regularly cleaned and maintained.

D. All containers shall be of substantial construction and provided with tight-fitting lids.

E. All trash storage areas shall be located for convenient vehicular access for pickup and disposal.

F. Trash areas in setbacks abutting residential zones are prohibited.

17.22.050 Development standards—Mechanical equipment, utilities or satellite dishes.

Each lot or parcel which has mechanical equipment or utilities or similar machinery located outside of the exterior walls of any building (except window-mounted devices), including roof-mounted equipment, shall:

A. Completely screen all such devices from view from any public right-of-way or adjacent residential uses by either view-obscuring landscaping, or architectural features compatible with the main structure(s);

B. Maintain all such devices to prevent collection of litter and to avoid unnecessary noise.

17.22.060 Development standards—Signs.

Signs shall be in compliance with Chapter 17.62 of this code.

17.22.070 Development standards—Storage.

Storage shall be limited to accessory storage of commodities sold at retail or utilized in the conduct of a permitted use which is located on the premises. Storage must be within a completely enclosed building, except that vehicles and equipment used in the operation of a permitted use may be stored outdoors on the premises in the C-M zone.

17.22.080 Development standards—Setbacks, buffering and screening.

A. Minimum setbacks are shown on Exhibit 17.22.080 (A), Setback Requirements for Commercial Zones.

B. Landscaping is required throughout all required setbacks which abut residential property and throughout all other setbacks and open areas which are visible from the public street right-of-way unless used for parking, access or loading.

C. A solid wall or decorative building facade must be constructed along all property lines abutting residential property. Such fences or walls must be a minimum of six feet in height. Any solid fence which is constructed within twenty feet of a street right-of-way may not exceed three feet in height.

D. All fences or walls shall be of materials and design architecturally compatible with the main building.

E. There shall be no height limit on fences or walls on commercial properties adjacent to residential properties except where the property is adjacent to a residentially-zoned front yard, the fence or wall shall be no more than three feet in height.

F. 1. If there is a common side or rear lot with residentially-zoned property, the commercially-zoned property must have a solid decorative (on both sides) wall. A wall shall be considered decorative if it incorporates architectural variation on its surface. That is, every six feet the materials or patterns of the wall shall vary.

2. In addition, the facade of such wall which faces the residential property shall be of a material as described in Section 17.10.130 (D).

EXHIBIT 17.22.080 (a)

SETBACK REQUIREMENTS FOR COMMERCIAL ZONES

From Lot Line	Minimum Setback*
Front	5 feet; 0 feet with a decorative facade.
	10 feet if abutting an R-zone.
	20 feet in C-R if side abuts an R-zone.
Side	5 feet (15 feet if abutting R-zone); or
	0 feet if no windows or doors (and decorative if abutting an R-zone).
	5 feet minimum in first 20 feet back from the street if abutting an R-zone and has a decorative facade.
	5 feet in C-R if abutting R-zone.
Side Facing Street	5 feet; or 0 feet if decorative facade;
	10 feet if C-R or if reverse corner lot abutting R-zone.
Rear	5 feet (15 feet if abutting R-zone); or
	0 feet if no windows or doors (and decorative if abutting R-zone).
	5 feet minimum in first 20 feet back from street if a reverse corner lot abutting an R-zone and has a decorative facade.

* Note: The required yard setback shall be increased to twenty feet for any yard where the driveway enters.

17.22.090 Development standards—Landscaping.

A. Landscaping shall consist of a combination of trees, groundcover and shrubbery to adequately cover all designated landscaped areas when installed. Plant materials shall cover the designated planting areas from the outset.

1. Shrubs shall be not less than three feet in height when planted and cover not less than thirty percent of the landscaped area.

2. Trees shall be planted at a rate of one tree for each twenty linear feet of landscaped area (excluding parking lots). Trees shall be at least six feet in height from the ground to the lowest limb at the time of planting and shall attain a mature overall height of at least fifteen feet. Of each five required trees, one shall be at least fifteen feet in overall height when planted.

B. All landscaping shall be maintained in a neat, clean and healthful manner. To that end, each landscaped area shall be provided with a permanent, underground, automated irrigation system.

C. Nonliving material shall not be substituted for required landscaping, except that decorative rocks or stones may be substituted for groundcover where trees and shrubbery are sufficiently dense, (that is, cover at least seventy percent of the landscape area when planted).

D. A landscape plan (including plans for a permanent underground automated irrigation system) shall be submitted with the site plan for all commercial development. All landscaping and trees shall be approved by the city planning division, and installed prior to the issuance of a certificate of occupancy.

E. 1. Where a parking lot is visible from a public street, and lies within fifty feet of that street right-of-way, a five-foot deep landscape strip shall be developed adjacent to the street right-of-way in front of the parking lot.

2. In addition, if more than ten automobile parking spaces exist on a C-zoned lot or parcel of land, trees shall be provided internally in the lot in the amount of one tree for each ten parking spaces. The trees shall be at least six feet in height from the ground to the lowest limb at the time of planting and shall attain an overall height at maturity of at least fifteen feet.

F. All landscaping provided in conjunction with the development of parking facilities serving commercially-zoned properties shall be surrounded by a continuous six-inch concrete curb.

17.22.100 Development standards—Building materials.

A. A building facade shall be considered decorative if it incorporates architectural variations on its surface. That is, for every six feet in height, an additional surface material or color shall be used.

B. Metal buildings are prohibited (except for emergency equipment and supply shelters).

C. Fence materials shall be wrought iron, slump stone, split-face rock, brick, stucco or a similar material as approved by the planning division. (Chain link fencing and nondecorative masonry walls are permitted except where visible from and parallel to public streets or along property lines that adjoin residential property).

D. Security gates or grills are prohibited on the exterior of windows, doors or other entry ways visible from the public right-of-way.

E. All exterior building materials are subject to review by the planning division.

17.22.105 Development standards—Color.

A. The purposes of this section are to establish exterior color standards for structures in the commercial zone to ensure that such structures (except those structures used solely for residential purposes) remain compatible and consistent with surrounding development and the desired character of the community, to promote a positive and attractive business environment in the city and to implement the goals and policies of the city's design guidelines. Providing for exterior color standards will create a sense of aesthetic harmony and encourage higher quality development, therefore improving the quality of life and overall image of the city. For purpose of this section, the term "structures" shall refer solely to the following: buildings, accessory buildings, and fences.

B. Consistent with the city of Montebello's design guidelines for commercial development, the primary body color of the exterior of a structure in the commercial zone shall be painted or colored in earth tones and neutral colors. Examples of earth tone or neutral colors include off-whites, siennas, light greys, beiges, tans, browns or other similarly subdued tones, shades, or colors. When choosing exterior colors, consideration shall be given to the color of other structures nearby, with the objective being that the exterior colors of adjacent or surrounding structures complement one another.

C. While earth tones and neutral colors shall serve as the dominant overall primary body color of the exterior of a structure within the commercial zone, brighter colors may be used to accent other structural elements such as doors, window frames and other architectural features. Neon colored paint shall not be allowed on any structure. Such brighter colors and the placement of such brighter colors shall complement the primary body color of the structure as well as highlight decorative details, such as ornaments, trims, fascias, inlays, tile, ironworks, awnings and other architectural features of the structure.

D. These color standards shall apply to the color of new structures in the commercial zone as well as the re-painting and color of existing structures in the commercial zone. For purposes of this section, "existing structures" shall mean any structure (whether occupied or vacant) located in the commercial zone which is built and in existence prior to the effective date of this section of the zoning code.

E. Any property owner or designated representative of the owner of any existing structure in the commercial zone whose existing exterior color(s) do not comply with the color standards set forth herein at the time this section becomes effective shall have eighteen months from the effective date of this section to comply with the provisions herein. Moreover, if an existing structure in the commercial zone is re-painted after this section becomes effective and the color(s) used do not conform to these color standards, it shall be subject to code enforcement for compliance.

F. Exterior Colors—Existing Structures.

1. Permits shall be required to re-paint the exterior of any existing structure in the commercial zone, provided that no fee shall be charged by the city of

Montebello for processing or obtaining the permit. In order to obtain the permit to re-paint the existing structure, the property owner or designated representative of the owner of any existing structure in the commercial zone shall submit the proposed exterior color plan to the city's planning division in order to determine if the color plan complies with the color standards set forth herein. For purpose of this section, the terms "exterior color plan," "color plan" or "color plans" shall all refer to any document or rendering describing or depicting the exterior colors to be used on the structure, including but not limited to, a color and materials board or exterior paint color samples. A good faith effort in achieving color compatibility and harmony with adjacent structures is required by all applicants. The planning division shall review and make a determination regarding the proposed color plan. If the color plan is approved by the planning division, a permit shall thereafter be issued to the property owner or designated representative of the owner of the existing structure. If the color plan is not approved by the planning division, the matter may be appealed to the design review board with no fee assessed upon the applicant for purpose of the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The design review board shall review appeals and approve, approve with conditions, or deny the proposed color plans. The decision of the design review board is final.

2. With respect to administrative projects other than re-painting of existing structures in the commercial zone, the exterior color plans shall be reviewed by the planning division for compliance with the color standards herein. Any property owner or designated agent of the owner of an existing structure in the commercial zone objecting to a determination or disapproval of the exterior color plans by the planning division may appeal the matter to the design review board. No fee shall be assessed upon the applicant for purpose of the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The design review board shall review appeals and approve, approve with conditions, or deny the proposed color plans of the existing structure in the commercial zone. The decision of the design review board shall be final.

3. With respect to discretionary projects (or projects requiring planning commission or city council review) involving existing structures in the commercial zone, the exterior color plans shall be reviewed by the design review board for compliance with the color standards herein. Any property owner or designated agent of the owner of an existing structure in the commercial zone objecting to a determination or disapproval of the exterior color plan by the design review board may appeal the matter to the city council and pay the requisite fee for the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The city council shall review appeals and approve, approve with conditions, or deny the

proposed color plans of the existing structure in the commercial zone. The decision of the city council shall be final.

G. Exterior Colors—New Structures.

1. Exterior colors to be used on new structures in the commercial zone shall be reviewed either by the planning division or the design review board as part of its general review process for administrative or discretionary projects. Exterior color review shall be required upon request for any permit or other type of building or land use entitlement required by this code with respect to the construction or development of any new structure in the commercial zone. Proposed color plans shall be provided by the applicant as required by the planning division or the design review board. A good faith effort in achieving color compatibility and harmony with adjacent structures is required of all applicants.

2. With respect to administrative projects, the planning division shall review the proposed color plans. Any applicant objecting to a determination or disapproval of the exterior color plans by the planning division may appeal the matter to design review board with no fee assessed upon the applicant for purpose of the appeal. For purpose of appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. With respect to discretionary projects, the planning division shall present the exterior color plans to the design review board. The design review board shall review the proposed color plans and determine compliance with the color standards herein. In reviewing the proposed color plans, the design review board can approve, approve with conditions, or deny the proposed color plans. If the proposed color plans are not approved by the design review board, the applicant can modify the proposed color plans and resubmit them to the design review board, or appeal the matter to the city council within fourteen days of the design review board's action, or the next city council meeting, whichever is sooner. The decision of the city council regarding the appeal of the design review board's determination shall be final.

17.22.110 Development standards—Noise.

A. 1. Every use shall be so operated that the noise inherent and recurrently generated does not exceed the following levels at the lot line of the lot on which the use is located:

Adjacent Zone	Maximum Noise Level: 7 a.m. to 10 p.m.	Maximum Noise Level: 10 p.m. to 7 a.m.
Residential	65 dBA	60 dBA
Commercial	70 dBA	70 dBA
Industrial	75 dBA	75 dBA

2. Every use in the C-R and C-1 zones shall be so operated that the noise inherently and recurrently generated does not exceed sixty dBA between seven a.m. and nine p.m. and fifty-five dBA between ten p.m. and seven a.m. when adjacent to a residential zone.

B. It is unlawful for any person or any property to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, which causes the noise level when measured on any other property, to exceed:

1. The noise standard for a cumulative period of more than thirty minutes in any hour; or
2. The noise standard plus five dBA for cumulative period of more than fifteen minutes in any hour; or
3. The noise standard plus ten dBA for a cumulative period of more than five minutes in any hour; or
4. The noise standard plus fifteen dBA for a cumulative period of more than one minute in any hour; or
5. The noise standard plus twenty dBA for any period of time.

C. For the purpose hereof, the peak decibel reading for a noise with a fluctuating noise level (such as live or recorded music) shall be considered as noise level for the entire cumulative period of the noise. Likewise, the time between repetitive intermittent noises (such as banging, pounding, or hammering) shall be included in the cumulative period of the noise.

17.22.120 Limitations on permitted uses—Enclosure.

All uses, including storage, shall be in a completely enclosed building, except as otherwise permitted in this chapter.

17.22.130 Limitations on permitted uses—Sales uses.

All permitted sales shall be limited to retail sales only (C-1 and C-2 only).

17.22.140 Limitations on permitted uses—Storage of certain materials.

Materials which might cause fumes or dust, which constitute a fire hazard, or which are edible by or attractive to rodents or insects shall be stored only in closed containers.

17.22.150 Limitations on permitted uses—Outdoor sales areas.

Permitted outdoor sales areas shall be improved and maintained to comply with all of the regulations of Chapter 17.52 of this code for the improvement and maintenance of off-street parking areas. All permitted outdoor sales and/or display areas visible from the public right-of-way shall be separated from the public right-of-way by a minimum of a ten-foot wide landscape planter located adjacent to the street facing property lines. In addition a minimum of five percent of such lot area used for outdoor sales or display shall be landscaped in accordance with Section 17.22.090 of this code.

17.22.160 Limitations on permitted uses—Temporary uses.

Those temporary uses permitted pursuant to Appendix A, Index of Permitted Uses and to Chapter 12.16 of this code, temporary uses.

17.22.170 Limitations on permitted uses—Conditional uses.

Those conditional uses permitted pursuant to Appendix A, Index of Permitted Uses. (See Chapter 17.70 of this code, Conditional Use Permits.)

17.22.180 Limitations on permitted uses—Civic center district.

All plans for buildings or structures, other than single-family residential units, proposed to be located upon properties included in the district, shall be submitted to the planning commission and city council for review and approval prior to the issuance of a building permit. (See Chapter 17.40 of this code.)

17.22.190 Limitations on permitted uses—Extended hours permits.

A. In the general commercial zone, restaurants may stay open between twelve a.m. and seven a.m. only with an extended hours permit. In the C-1 zone, take-out food establishments may stay open between nine p.m. and seven a.m. only with an extended hours permit.

B. An application for an extended hours permit must be made by the person intending to operate the restaurant in question. The application must be signed by the restaurant operator and must be filed with the city license collector using a standardized form containing the following information:

    1. The address of the restaurant for which the application is being submitted;

    2. The name and address of the owner(s), partners, officers or directors of the business;

    3. The name and address of the applicant;

    4. The intended hours of operation;

5. The name and address of any person in charge of the business during the hours between twelve a.m. and seven a.m.

C. 1. Upon receipt of an application for an extended hours permit, the license collector shall forward the application to the special services officer who will initiate a request for an investigation of the applicant, the business, and the neighborhood by the police department.

2. Within thirty days from receipt of the application, the special services officer will issue the permit if it can be found that:

a. The application is complete and in proper form and all information provided is accurate and true;

b. The proposed extended hours of operation will not create a public nuisance infringing on the peace and safety of nearby businesses and residents;

c. That the extended hours of operation do not conflict with any state or local law, ordinance or existing permit.

2. If the special services officer cannot make one or more of the findings stated in subdivision 1 of this subsection, the permit request cannot be approved. In such case, the applicant may request a city council hearing on the application. Pending testimony at a public hearing before the city council, the council may issue the permit and may impose special conditions on the permit.

D. Extended hours permits are not transferable.

E. Extended hours permits must be renewed on an annual basis. An application form as described must be completed and submitted with the annual business license. The license collector will forward the application to the special services officer to be reviewed for changes or problems which may have occurred during the previous year. Within thirty days, the special services officer will either issue the permit renewal or inform the applicant by certified mail that the permit has been denied.

F. At any time that it becomes apparent to the special services officer or to the chief of police that an existing permit is in violation of one or more findings stated herein, a hearing before the city council may be scheduled. Pending public testimony, the city council may revoke, suspend, or place special conditions on the permit in question. In no case shall the city council revoke or place permanent special conditions on a permit without a public hearing. However, the city council may suspend or place temporary conditions on a permit at any time. Notice of such suspension must be given to the applicant by certified mail within five days after the city council action.

17.22.200 Limitations on permitted uses—Motels and hotels.

Motels and hotels are permitted in the C-2 and C-M zones, provided the following conditions are met:

A. All motel/hotel projects shall have a minimum of forty units;

B. The site for a motel or hotel development must be at least three hundred feet away from residentially-zoned property;

C. A motel or hotel may not be rented for a single period less than twenty-four hours nor more than thirty days;

D. Each motel or hotel unit must be at least two hundred twenty-five square feet in size including the restroom and shall provide the following amenities: telephone, television, wall-to-wall carpeting;

E. Motel and hotel sites shall provide a ten-foot-wide landscape strip along all street frontages; and

F. All facades of motel and hotel buildings shall be decorative, using three or more different surface materials, textures and colors.

17.22.210 Issuance of building permits for lots abutting a narrow street.

No building permit shall be issued for the construction, reconstruction or relocation of any building or structure to be located on any lot in this zone, abutting upon a street having a lesser width than established by resolution of the city council unless the following requirements are complied with:

A. Dedication of Street Right-of-Way. When the building permit valuation is fifteen thousand dollars or more, the owner of such lot shall make a formal offer of dedication to the city for public street purposes, and all appurtenant uses, of a depth equal to one-half of the width of the street as described by resolution of the city council.

B. Setbacks. The required setback shall be maintained in this zone for all buildings, structures and improvements including off-street parking as measured from the right-of-way width established by resolution of the city council.

C. Off-Site Improvements. When the building permit valuation is seven thousand five hundred dollars, any building permit shall be subject to provide improvements for curb, gutter and sidewalk in compliance with Section 15.04.070.

17.22.220 Mixed- Use Development Standards – Purpose and Intent

The purpose of this Chapter is to ensure compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment. The requirements of this Chapter shall apply to establish regulations for mixed-use housing opportunities in the City of Montebello (the “City”).

A. Mixed-use development in the C-1 Zone is intended for predominantly residential areas in proximity to bus routes and multi-modal corridors. The C-1 Zone permits horizontal and vertical mixed- use appropriately scaled for adjacent neighborhoods.

B. Mixed-use development in the C-2 Zone is intended to accommodate the highest-intensity activity centers in proximity to bus routes and multimodal corridors. The C-2 Zone permits both horizontal and vertical mixed-use development at a scale appropriate for high-intensity uses that benefit from transit access and pedestrian activity.

17.22.230 Permitted uses in Mixed-Use Zone

A. Permitted uses.

In addition to Appendix A- INDEX OF PRIMARY USES, Table 17.22.230 lists the permitted uses and conditionally permitted land uses for the mixed- use developments in the C-1 and C-2 zoned lots indicating the type of approval required to comply with all provisions of this title.

a. Use not listed. When a use is not specifically listed in Table 17.22.230, the Planning and Community Development Director or his/her designees, shall have the authority to determine whether the proposed use is permitted based on the finding that the use is similar to, and no more detrimental than, those permitted in the zone, Uses not listed, or otherwise determined by the Planning and Community Development Director or his/her designee to be permitted, are prohibited.

B. Permit requirements.

a. Permitted uses subject to compliance with all applicable provisions of the Montebello Municipal Code, and in compliance with the Mixed-Use Development Standards pursuant to Chapter 17.22 are shown as “P” uses in the tables. Uses shown as “P” will be subject to ministerial review based on the objective design standards in Chapter 17.22 of the Montebello Municipal Code.

b. Uses allowed subject to the approval of a Conditional Use Permit in compliance with Montebello Municipal Code Chapter 17.70, and shown as “CUP” uses in the table.

c. Not allowed in a particular zone and shown as a “——” in the tables.

Table 17.22.230: Permitted uses for Mixed-use projects

		C-1	C-2
1	**Commerce, Manufacturing, Processing**		
	Artisan/craft manufacturing, commercial kitchen printing and publishing	P	P
	Research and Development	P	P
	Warehouse and Distribution	——	——

	Personal storage facility	____	____
	Makers Space	P	P
2	**Retail**		
	Supermarket, home improvement center	P	P
	Neighborhood market, pharmacy	P	P
	Restaurants	P	P
	Retail businesses	P	P
	Retail Pop-Ups	P	P
	Restaurant with dancing, live entertainment, craft brewery and winery (including retail sales), nightclub	CUP	CUP
	Medical Marijuana cultivation, manufacturing, sales, delivery, and distribution	____	____
3	**Services**		
	Personal Services: Personal Services, such as barber and beauty shops, dry cleaning pick-up stores, home electronics and small appliance repair, nail shops - manicure, pedicure, and tailors	P	P
	Personal Services (restricted): Banquet facility/catering, accessory massage (licensed, therapeutic, and in conjunction with primary businesses such as day spa, beauty salon, barber shop or similar uses) and tanning salons	CUP	CUP
	Professional Services: Includes professional offices for banks, commercial art and design, counseling services, scientific and research organizations, media post production and news services, urgent care clinic, and medical clinic (doctor, dentist)	P	P
4	**Accessory Commercial Uses**		
	Drive-through facility	____	____
	Incidental entertainment	P	P
	Outdoor cafe (Dining)	P	P
	Outdoor display	CUP	CUP
	Outdoor storage	____	CUP
5	**Automobile related**		
	Vehicle Sales and associated vehicle service and parts	____	CUP
	Vehicle parts, maintenance, or repair, detailing, painting, service stations	____	____
	Drive-through establishments including car wash	____	____
6	**Utility, Transportation**		
	Mobility hub	P	P
	Parking facility (public or commercial)	P	P
	Utility Facilities and Infrastructure	____	CUP
	Wireless telecommunication facility	CUP	CUP
7	**Residential Uses**		

	Dwelling, single-family attached	____	____
	Dwelling, multi-family	P	P
	Live/work Unit	P	P
	Transitional housing	P	P
	Emergency shelter	____	____
	Lodging: Hotel, B&B inn	CUP	CUP
8	**Accessory Residential Uses**		
	Accessory dwelling unit	P	P
	Home occupation	P	P
9	**Recreation, Education, Public Assembly**		
	Museums, art galleries, and libraries	P	P
	Athletic club/gymnasium, religious facility, and recreational centers	CUP	CUP
	Open Space	P	P
	Studios for arts, dance, music, martial arts	P	P
	Health/fitness facility	CUP	CUP
	Community garden	P	P
	School, public	P	P
	School, private (trade schools, colleges)	CUP	CUP
	Theater, cinema, performing arts, outdoor community events	CUP	CUP
	Art lounges or theaters with alcohol sales	CUP	CUP
	Recreation, entertainment uses	CUP	CUP
	Bowling alleys, billiards parlors, indoor racquetball/pickleball courts.	CUP	CUP
	Farmers market, certified	P	P
10	**Other Uses**		
	Alcohol sales (on-and off-sale outlets)	CUP	CUP
	Vending machine (regular and reverse)	P	P
	Secondhand stores	____	____
	Day care center — child	CUP	CUP

17.22.240 Development Standards- Mixed-Use Zone

Development Standards- Table 17.22.240 contains development standards applicable to the C-1 and C-2 zones. The standards are intended to assist property owners and project designers in understanding the city's minimum requirement and expectations for high quality development. The following applies to the requirements of Table 17.22.240.

A . Minimum and Maximum Density. The minimum and maximum density standards are appliable to developments that include residential uses.

B. Intended use. Intended use is established the primary focus for development maximizing the land use intent.

C. Accessory Structures. Include parking structures, trash enclosures and similar supporting structures.

Refer to Table 17.22.240, Mixed-Use Zone Development Standards, for specification not shown here.

Table 17.22.240: Development Standards for Mixed - Use Zone

Development Standards	C-1	C-2
Density		
Minimum	20 du/ac	25 du/ac
Maximum	40 du/ac	60 du/ac
Floor Area Ratio		
Minimum	0.3 FAR	0.3 FAR
Maximum	2.00 FAR	3.0 FAR
Intended use		
Use Type	Neighborhood with residential horizontal or vertical	Commercial/ retail with vertical residential development or residential horizontal or vertical
	Minimum 50% of square footage in mixed-use development to be residential	Minimum 50% of square footage in mixed-use development to be residential
Maximum Height		
Main structure	50 feet	60 feet
Accessory Structures	25 feet, excluding parking structures	
Setbacks		
Front	Minimum: 10 feet Maximum: 20 feet	Minimum: 0 feet Maximum: 5 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Side Facing Street	Minimum: 0 feet Maximum: 5 feet	Minimum: 0 feet Maximum: 5 feet
Rear	Minimum: 10 feet Maximum: 20 feet	Minimum: 10 feet Maximum: 20 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Side	Minimum: 0 feet	Minimum: 0 feet

	Maximum: 5 feet	Maximum: 5 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Accessory Structures	Front: 10 feet Side/ Rear: 5 feet	Front: 10 feet Side/ Rear: 0 feet
Open Space		
Open space types include: Side yard, Courtyard, back yard, Roof deck	Minimum Area: 15% of total lot area Minimum dimensions: 20 ft by 20 ft	
Parking		
Stand- Alone uses	Off street parking shall conform to Exhibit 17.52.050	
Residential Mixed- Use	Residential: 1 space per unit Office/ Retail: 1 space per 300 gross s.f. of building area Live / Work: 1 space per unit; 1 per every 400 gross s.f. Restaurants, Cafes, or similar: 1 space per 200 gross s.f A parking reduction based upon low parking demand may be allowed upon the approval of a Low Demand parking Reduction Agreement by the City.	
Landscaping		
Setback areas	100% landscaped (except walkways and driveways)	

D. Building setback requirement. Buildings utilizing the mixed- use standards in the C-1 or C-2 zoned parcels shall provide a transition for height. Tall elements of the building shall increasingly step back after the second floor adjacent to single-family zones. Every 3 feet over 25 feet, the setback shall increase by three feet.

E. Building frontage. New buildings are to be located in close proximity to the street for an improved relationship to the street and pedestrians.

F. Residential and mixed- use projects that provide a minimum of 20% affordable units may be subject to an administrative review plan approval in accordance with the City's approved objective design standards.

SECTION 4 . (CEQA)

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to establish mixed-use development standards to ensure consistency with the goals and policies established by the Montebello 2040 General Plan

does not have the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed text amendment is consistent with the 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

SECTION 5. **SEVERABILITY**

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

SECTION 6. **EFFECTIVE DATE**

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

SECTION 7. **PUBLICATION**

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

PASSED, APPROVED, AND ADOPTED 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 11th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ORDINANCE NO. 2488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING CHAPTER 17.21 - OBJECTIVE DESIGN STANDARDS TO TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE FOR MULTI-UNIT RESIDENTIAL AND MIXED-USE DEVELOPMENTS

WHEREAS, the City of Montebello is a general law city organized and existing under the laws of the State of California; and

WHEREAS, Title 17 of the Montebello Municipal Code establishes zoning regulation to implement the City of Montebello General Plan; and

WHEREAS, the City of Montebello General Plan encourages compact, pedestrian oriented development that integrates residential, commercial, civic and employment uses; and

WHEREAS, the State of California has enacted housing laws, including but not limited to the Housing Accountability Act, the Housing Act of 2019, and other related statutes, which require local governments to apply objective design standards to certain residential and mixed-use projects; and

WHEREAS, State law defines “objective standards” as standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion; and

WHEREAS, the adoption of objective design standards will facilitate the timely production of housing, reduce uncertainty for applicants and the public, and ensure compliance with applicable State housing laws; and

WHEREAS, the City Council desires to provide clarity, predictability, and transparency in the development review process by establishing objective standards applicable to residential and mixed-use projects; and

WHEREAS, the City Council finds that the objective design standards set forth in this Ordinance are consistent with the City’s General Plan, promote high-quality architectural and site design, and protect the public health, safety, and welfare; and

WHEREAS, The City Council has reviewed the Objective Design Standard Ordinance and finds that its adoption is in the best interest of the City of Montebello and its residents; and

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 a part of this Ordinance.

SECTION 2. FINDINGS. The City Council hereby finds that this Ordinance is consistent with the City's General Plan ensuring compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and the revitalization within downtown, corridors, and neighborhoods.

SECTION 3. Chapter 17.21 of the Montebello Municipal Code is hereby established to read as follows:

Sections:

Chapter 17.21.010

17.21.010 PURPOSE

A. Purpose

The purpose of these objective standards is to provide the public, design professionals and decision makers with objective criteria for mixed use and multifamily residential development in the City. The standards aim to comply with requirements in the Housing Accountability Act, including SB 330. SB 330 defines objective design standards as "standards that involve no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."

B. Applicability

The objective design standards apply to new construction multifamily and mixed-use developments with more than 2 housing units. The standards shall apply to new additions to existing conforming and non-conforming multi-unit residential and mixed-use developments. These standards also apply to commercial components of mixed-use developments. For development standards in the mixed-use zone, please reference Chapter 17.22 of the Montebello municipal code. In addition to the objective design standards, projects must also comply with applicable development standards in the Montebello Municipal Code.

17.21.020 Applicability

A. These standards apply to all multi-unit residential and mixed-use development in the City with more than 2 housing units, unless the property is within a specific plan, overlay and planned unit development that already implements design standards, in which case those standards shall prevail. The standards shall apply to commercial components of mixed-used developments.

B. These standards shall apply to new additions to existing conforming and nonconforming multi-unit residential and mixed-use developments where new floor area is added.

C. All new developments, alterations and expansions of multi-family residential and mixed-used projects shall be processed under the applicable entitlements applications and shall be subject to the findings applicable in such entitlements.

17.21.030 General Standards

The following are general standards that shall be applicable to new multi-unit residential and mixed-use development:

A. Parking

a. Access to parking:
    I. No new parking shall be placed between a building and a street, except where allowed adjacent to a side street in the residential zone.
    II. Parking, including parking garages, shall be accessed from the alley to secondary frontage street when possible. The opening of a parking lot or garage on the frontage shall not exceed two lanes in width.
b. Tandem parking:

I. Up to 30 percent of the total required off-street parking spaces may be provided in tandem configuration. The maximum number of spaces permitted in tandem configuration refers to the total individual spaces, not the total number of tandem spaces.
II. Tandem shall be a maximum of two parking spaces in depth.
III. Vehicle movement necessary to move cars parked in a tandem configuration shall not take place on any public street.
IV. Tandem spaces shall be assigned to the same dwelling unit.

c. Loading spaces:
   I. A minimum of one off-street loading space shall be provided for every mixed-use building over 3000 sq.ft. in gross area.
d. Landscaping:
   I. Surface parking areas shall be planted with shade trees at a minimum ratio of one tree for every four spaces in an orchard planting arrangement.
   II. Parking areas adjacent to a street or sidewalk shall be screened with landscaping and a decorative wall between 36 and 48 inches in height.
e. Lighting:
   I. Outdoor lighting fixtures shall be limited to a maximum height of 15 feet or the height of the nearest building, whichever is less.
   II. Lighting shall be energy-efficient and shielded or recessed. Each light fixture shall be directed downward and away from adjoining properties and public rights-of-way.
f. Parking shall have pedestrian walkway access to the entrance of building.
g. All end parking stalls shall be abutting landscape planters.
h. Parking areas, covered and uncovered, shall be screened from public streets frontages. Screening examples include building placement, landscaping or fencing. Landscaping for screening shall not be less than three feet.

B. Open Space

a. All projects containing a residential component shall include a common open space, no smaller than 15% of the lot area, open from the ground to the sky. This area shall be open to all residents of a development. The open space shall be located on the first floor, or podium level (on top of parking garage or commercial establishments). It should not be located in the required front setback.
b. Projects complying with the common open space requirement shall not be required to provide private open space for each individual unit.

c. Residential projects that do not comply with the common open space requirements shall provide for each residential unit a private open space in the form of a balcony, door yard or yard. Private open space shall have a minimum area of 40 square feet with a minimum width of 5 feet.
d. Common open space shall include a combination of paved surfaces and landscaped areas.
e. Common open space shall be used to mitigate heat by incorporating trees, shade structures and gazebos.
f. Common spaces shall encourage gathering by including amenities like playgrounds, outdoor dining areas, and barbeques.
g. All ground floors shall be accessed directly from the sidewalk either directly to each unit or commercial space through an appropriate frontage element, lobby, or open space, such as a court.

C. Materials and colors

a. Glossy and reflective colors and materials are prohibited.
b. Multi-unit development consisting of more than five buildings shall provide a minimum of two distinct color schemes, with a single-color scheme dedicated to not less than forty percent of all residential buildings.
c. Multi-unit development with ten or more buildings shall provide a minimum of three-color schemes, each color scheme not to exceed thirty percent of all units.
d. Contrasting colors shall be used for trim, windows, doors, and key architectural elements.
e. Affordable units and market rate units within the same development shall be constructed of the same materials and details making the units non-distinguishable from one another.

D. Landscaping and Outdoor Lighting Standards

a. Proposed developments shall incorporate site amenities such as linear planting beds or seat walls, street furniture, enhanced paving surfaces, public art, lighting etc., where appropriate. The features should be architecturally comparable with the style, color, and material of the principal building on the lot and those in the immediate area.
b. Plant species should be selected based on their sustainability for an urban environment, cleanliness, and ability to survive in a healthy state despite constrained growing conditions. Ease of maintenance should be considered.

c. The majority of plant materials shall consist of drought tolerant and/or native plants with minimum water requirements.
d. The use of canopy trees for shading and cooling is encouraged where appropriate, particularly in publicly accessible open spaces and plazas, to mitigate the urban heat island effect. Where canopy trees are used, site design should provide sufficient sized tree pits or planting beds and appropriate planting mediums to provide for healthy tree growth.
e. Decorative water features shall re-circulate water and, where available, shall use recycled water.
f. Site lighting should be shielded by permanently attached light fixtures so that light sources are not visible from a public right-of-way and to prevent off-site glare.

E. Walls and Fences

a. The style of walls shall be the same or similar to the architectural style of the project.
b. Both sides of all perimeter walls and fences shall be architecturally treated, except for trash enclosures. The interior of trash enclosures shall be painted with high durability paint.
c. Perimeter and property line walls shall consist of decorative concrete masonry unit (CMU) with a stucco finish, brick, or stone veneer, slump stone, or split face with pre-cast concrete, block, stone or brick trim cap. Interior walls, fences, and gates shall consist of wrought iron, wood, plastic/wood composites, brick and stone materials. Unfinished concrete mansard unit (CMU), chain link fences, barbed wire, razor wire, electric wire, and similar types are prohibited under all conditions.
d. The maximum height of walls and fences shall be 6 feet.

F. Utilities, mechanical equipment and trash enclosures

a. All utility equipment shall be located outside of any pedestrian path-of-travel walkway. All utility equipment shall be placed adjacent to alleyways, within parking areas, rear or side yard, or building “notch-outs” and screened from public view.
b. If ground mounted mechanical equipment cannot be placed at the rear side of a building away from the street frontage, it shall either be placed on the ground and screened with landscape or placed on the roof and screened with

architectural materials such as roof or parapet consistent with the overall architectural style.

c. All electrical equipment, electrical meters, and junction boxes shall be placed within a utility room. If the utility room is not reasonable, then all equipment has to be designed as an integral part of the building development.
d. Trees and shrubs shall be placed a minimum of five feet away from the water meter, gas meter, or sewer laterals. Ten feet away from utility poles and minimum three feet away from fire hydrants.
e. Trash enclosures: Trash, recycling, organic waste, and green bins and dumpsters shall be housed in a covered refuse closure with a gate that screens trash.
f. Trash enclosures shall be finished with the same primary wall material and color as the nearest building within the development.
g. Trash enclosures shall have both a vehicular access gate with concrete apron, and a pedestrian entrance. Gates shall be opaque in color.
h. Trash enclosures shall include interior dusk to dawn lighting for safety and security.

G. Entries

a. The main entrance, or entrances, shall be emphasized and oriented to the street or major plazas or open space. Secondary entries may be from parking areas, the rear of buildings or interior open spaces.
b. Building entrances shall connect to public streets, parking areas, and publicly accessible open spaces using pedestrian pathways or sidewalks. For larger sites with multiple buildings, building entrances shall be oriented to face internal open spaces, paseos and recreation amenities.
c. When residential and commercial uses are combined in the same structure, separate entrances shall be provided for each use.

H. Architectural style and Character

a. Buildings shall incorporate architectural elements of Mediterranean, Spanish Revival, Contemporary, or other style approved by the Planning and Community Development Director or his/her designee.
b. Architectural styles shall be applied consistently on all building elevations.

I. Building Massing and Articulation

a. Buildings of three stories in height or more shall be designed to differentiate a building's base from the rest of the structure. These two areas shall correspond, for example, retail or lobbies. For buildings that are single use, the first floor shall be differentiated.
b. Differentiation shall be archived through color, texture/material change, variations in projections, or decorative details such as columns or arcades.
c. Stairways shall be designed as a part of the overall architecture of the building, complementing the buildings' mass and form. Exterior stairwells shall be solid, prefabricated metal stairs are prohibited.

J. Frontage Types

a. Front yard
   I. Front yards may be visually continuous with adjacent yards with a common landscape, or enclosed by a low fence, wall or hedge. On sloping sites, front yards may be raised above the level of the adjacent sidewalk and supported by a low retaining wall at a property line with steps providing access between the sidewalk and the yard. Porches, stoops balconies, and bay windows may encroach into front yards.
   II. Front yards and continuous planters between the curb and sidewalk along the primary and side streets shall be landscaped.
   III. Paved areas shall be limited to walks and driveways.
   IV. Fencing defining the front yard shall not exceed four feet as measured from the adjacent sidewalk.

b. Porch
   I. Porches may be provided on buildings that are set back from the primary/ side street property lines and may encroach into the front yard and side street yard.
   II. Porches may be enclosed with insect screens if recessed from the exterior wall plane and if visibility is maintained from the sidewalk.
   III. Porches shall be designed according to the following requirements:

Dimensions	Minimum	Maximum
Depth (clear)	6 ft.	-
Width (clear)	12 ft.	-
Height: ceiling (clear)	8 ft.	12 ft.
Height: floor above ground	12 in.	3 ft.
Height: fence or hedge	-	3 ft.

c. Door yard

I. A dooryard is an elevated or at grade garden or terrace that is located in the front yard setback and enclosed by a low wall near or at the property line.

II. For elevated dooryards, access shall be from stairs or ramp.

III. Walls or fences shall be consistent with the architectural style of the building in their design, material and finishes.

IV. Dooryards shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Depth (clear)	7 ft.	-
Height above grade	0 ft.	3 ft.
Fence or railing may extend to height required by building code.	-	-

d. Stoop

I. A stoop shall be a stair or landing leading directly from the sidewalk to the building entrance. Stoops shall be the frontage types for ground floor housing that is near the street.

II. The exterior stairs may be perpendicular or parallel to the adjacent sidewalk. The landing may be covered or uncovered. Landscaping shall be placed on the side of the stoop.

III. Stoops shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Depth: Landing (clear)	4 ft.	10 ft.
Width (clear)	4 ft.	10 ft.
Height: floor above grade	12 in.	3 ft.
Height: Fence or hedge	-	3 ft.

e. Shopfront

I. Storefronts are large openings in a building façade that are enclosed with large transparent windows and doors that provide direct at grade access to ground floor commercial and retail uses. The architectural elements of shopfronts include large windows, doors with glass, transom windows, and a solid base.

II. Optional elements include awnings, canopies, signage, lighting and cornices.

III. Storefront glass shall be clear without reflective coating or dark tinting. Lightly tinted glazed less than 15%, low emissivity, is acceptable.

IV. Shopfronts shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Height (clear)	10 ft.	16 ft.
Distance to bottom of awning	8 ft.	10 ft.
Width of storefront bays	10 ft.	15 ft.
Glass area % of ground floor wall	70	90

f. Gallery

I. Galleries are facades with ground floor colonnades that support a cantilevered shed roof or deck that covers the sidewalk. Galleries contain ground floor storefronts, making them ideal for retail use. Railing on top of the gallery is only required if the gallery roof is accessible as a deck.

II. Along primary frontages, the gallery columns shall correspond to Shopfront openings. Galleries shall be a minimum if two bays wide.

III. Galleries shall be designed according to the following dimensional requirements.

Dimensions	Minimum	Maximum
Depth (clear)	10 ft.	16 ft.
Width (clear)	20 ft.	80 ft.
Width: single bay (clear)	10 ft.	16 ft.
Height (clear)	12 ft.	16 ft.
Distance from face of curb (clear)	2 ft.	-

g. Arcade
   I. Arcades are facades with a ground floor colon made that supports the upper stories of the building, or for one-story buildings, the roof. Arcades contain ground-floor shopfronts, making it ideal for retail or restaurant use.
   II. Along primary frontages, the Arcade shall correspond to shopfront openings. Arcades shall be a minimum of two bays wide.
   III. Arcades shall be designed according to the following dimensions:

Dimensions	Minimum	Maximum
Depth (clear)	10 ft.	16 ft.
Width (clear)	20 ft.	80 ft.
Width: single bay (clear)	10 ft.	16 ft.
Height (clear)	12 ft.	16 ft.
Distance from face of the curb (clear)	2 ft.	-

h. Balcony
   I. A balcony is a platform enclosed by a wall on the outside of a building, with access from an upper-floor door.
   II. Balcony design character, palettes of material, and approach to detailing shall be consistent and compatible with the building's style.
   III. Balconies of traditionally styled buildings shall have visible supports in the front of projecting beams or braces. Balcony railings on traditional buildings shall be made of wood, wrought iron, steel bar, or tube faithfully simulating true wrought iron.
   IV. Balconies on modern styles buildings may simply project. Modern buildings may also use galvanized or painted steel, aluminum, and cable railing components. Vinyl substitutes shall be avoided.

i. Bay window
   I. A large window or series of windows projecting from the outer wall of a building and forming a recess within.
   II. Bay windows shall be a maximum of ten feet wide and shall have a height that is equal to or greater than their width.

III. Bay windows shall be placed a minimum of two feet from any building corner and a minimum of three feet from any other window bay.
IV. Bay windows shall consist of at least 75% transparent fenestration.

j. Awning
I. A cloth cover fastened to a building or structure and supported by a frame that is used to protect pedestrians from the sun or rain.
II. Awnings shall be a of simple shed form, made of code-compliant-fire-resistant canvas or materials of similar appearance. Materials that are shiny stiff and synthetic shall be avoided.
III. Each awning shall correspond to a storefront.
IV. Upper floor awnings may be provided. Each individual awning shall cover no more than one shopfront or window opening. Signage is not allowed on upper floor awnings.
V. Awnings shall be positioned so that signage is not obstructed.
VI. Awning colors and patterns shall be coordinated with the overall design of the building. As appropriate awnings colors may vary between adjacent buildings.
VII. Internally illuminated and backlit awnings and any associated light diffusers are prohibited.

k. Canopy
I. A flat, metal awning that extends perpendicularly from the building and parallel to the sidewalk. The canopy's frame is connected to the wall and spanned by a variety of materials, including metal lattice, and metal slats.
II. Canopies shall be of a simple form, made of metal and/or glass
III. Canopies shall be supported either from the below by metal brackets, or from above by rods, wires, or chains that affix to the wall.
IV. Canopies may extend across multiple storefronts.
V. Canopies shall be positioned so that signage is not obstructed.
VI. Canopies shall be coordinated with the overall design of the building, all canopies on a single building shall be consistent in their design, color and material.

K. Parklet

a. A parklet size shall include one or more street parking spaces.

b. Parklets must be located at least one parking space away from an intersection or street corner.
c. Parklets are allowed on streets with a speed limit of 25 mph or less.
d. Parklets must include a platform/deck that flushes with the sidewalk, unless the parklet is designed to be terraced. Parklets must end on sidewalks, and any furniture, heaters, and landscape may not spill into sidewalks.
e. Stable and sturdy traffic barriers must be installed on all three sides open to roadway traffic. The barrier must have a minimum height of 36 inches and maximum height of 42 inches.
f. To allow for water flow, Parklets must provide a drainage channel that is a minimum of 3 inches tall and 2 feet wide, along the entire length of the parklet, adjacent to the curb.
g. Parklet design and construction will be subject to Public Works approval. The design must be flexible to allow for any roadway or utility maintenance. Public Works and Planning and Community Development have the right to close a parklet from use to perform maintenance work on adjacent infrastructure.

L. Pocket Park

a. The maximum size of a pocket park shall be 0.25 acres.
b. Pocket parks shall prioritize the needs of surrounding neighborhoods. This may include adding seating, play or fitness equipment, open lawn space, dog run, community gardens, ecological/educational displays, and community bulletin boards.
c. Pocket parks may be designed to serve as stormwater retention and infiltration areas.

M. Solid Waste Standards

a. Location, access and design criteria: the location of all solid waste collection and/ or storage spaces shall meet the following criteria:
   I. To the extent possible, collection/storage location shall be accessed from an alley. Where an alley is not present, collection/storage locations may be accessed from the street. Collection/ storage locations from corner lots shall be accessed from the side street.
   II. The collection/ storage spaces shall be located to minimize visual noise, and odor impacts to adjacent building occupants both on the subject lot and an adjacent lot.
   III. Outdoor trash enclosures or collection rooms with a structure shall not be located on the street-facing façade of the structure. Outdoor trash

enclosures shall not be located between the building's face and the street.

IV. The design of outdoor trash enclosures and exterior facing elements of collection/ storage area attached to, or within a building/ structure, shall complement the architectural features of the building or development they serve. The incorporation of landscaping around trash enclosure is encouraged as a part of a successful design. All outdoor trash enclosures shall include a solid roof to minimize or prevent spill or trash contaminants from entering the stormwater system.

V. The property owner or manager shall maintain both the interior spaces and surrounding exterior areas and keep them clean and free of graffiti, trash, residue, debris and leaks.

b. GHG Emissions Reductions Standards

i. Gas or propane shall not be allowed in residential development.

ii. All residential development will provide outdoor electrical outlets to accommodate the use of electric landscape equipment.

iii. New development shall install at least one electric vehicle charging station on the specific project site, or through coordination with the City in other public parking areas within the City.

SECTION 4. ENFORCEMENT AND PENALTIES

1. The City shall enforce the provisions of this ordinance through its Planning and Community Development Department and Building and Safety Division. Unauthorized development that causes significant harm to protected views may be subject to fines, penalties, or removal of the offending structures or obstructions.
2. The City may also issue notices of violation to property owners who fail to comply with view protection requirements.

3. The City shall provide a right to action for property owners who suffer losses (e.g., reduced property value) to either demand for the removal of the obstruction or monetary damages.

SECTION 5 . CEQA.

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to adopt objective design standards to ensure consistency with the goals and policies established by the Montebello 2040 General Plan does not have

the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed text amendment is consistent with the 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

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 the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 11th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.74 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE SITE PLAN REVIEW STANDARDS

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City currently regulates the Site Plan Review Standards under Chapter 17.74 of the Montebello Municipal Code ("MMC"). The primary objective of Chapter 17.74 - Site Plan Review ("SPR") is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development; and

WHEREAS, the City Council desires to amend Chapter 17.74 of the MMC in an effort to better align the level of regulatory review with the scale, complexity, and potential impacts of development, as well as to support and encourage the development of affordable housing; and

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

SECTION 1. **RECITALS.** The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 17.74 of the Montebello Municipal Code is hereby amended to read as follows (new language is underlined, while removed language is ~~stricken~~):

Chapter 17.74 SITE PLAN REVIEW

17.74.010 Purpose.

The purpose of the site plan review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential,

commercial and industrial neighborhoods, resulting from the design or layout of a proposed development.

17.74.020 Authority to approve development plan.

The planning commission shall have the authority, subject to the procedure and limitations set forth herein, to review and approve, approve with conditions or deny approval of a development plan through a site plan review process.

17.74.030 When required.

A. A site plan review is required for all residential projects resulting in ~~three~~ ten or more dwelling units and for all commercial and industrial projects involving the construction of ~~five thousand~~ 25,000 square feet or more of building area. ~~A separate site plan review is not required for projects which require the approval of a conditional use permit.~~

B. Exceptions: Administrative review of qualifying residential projects. Applications for residential or mixed-use projects with at least 20 percent of the residential units reserved for lower income households, may be exempt from discretionary review processes, as long as such plans do not require any zoning change, variance, or General Plan amendment.

17.74.040 Application—Form—Fee.

Submittal of corrected construction plans for a building permit plan check shall be considered an application for a site plan review. The application shall be accompanied by a filing fee in an amount established by resolution of the city council.

17.74.050 Application—Accompanying maps and data.

A. An application for a site plan review shall include construction plans and a plot plan of the subject property showing proposed buildings, and any adjacent existing buildings or improvements as well as finished grade and floor elevations for a distance of at least twenty feet beyond the boundaries of the proposed development.

B. In addition, an application shall include a location map showing the subject property as well as the surrounding areas along with a list of names and addresses of all surrounding property owners as set forth in Chapter 17.78 of this code, and any other data as may be required by the director of planning to adequately present the application to the planning commission. This resubmittal shall be considered application for a site plan review by the planning commission.

17.74.060 Application—Hearing.

The director of planning shall set the request for a site plan review for a public hearing before the planning commission in the manner specified in Chapter 17.78 of this code.

17.74.070 Application—Required findings.

Before any site plan review shall be granted, all of the following findings must be made:

A. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

B. That the proposed design for improvement is consistent with the general plan;

C. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

17.74.080 Development plan—Conditions of approval.

The commission may approve a development plan subject to a site plan review with such conditions as the commission finds are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of a building permit and certificate of occupancy; and shall restrict and limit the construction and location of all structures within the development.

17.74.090 Application—Determination.

Within twenty days after completion of the public hearing, the planning commission shall announce its findings on the request unless the review period is extended with the consent of the applicant. The commission may approve, conditionally approve or deny a development plan subject to the site plan review process based on the evidence submitted and its own study and knowledge of the circumstances.

17.74.100 Development plan—Notice of decision.

Not later than seven days following the planning commission's action in approving or denying a development plan subject to the site plan review process, a notice shall be mailed to the applicant at the address shown on the application plans and to any other person requesting a copy. Such notice will state the planning commission's decision and all conditions of approval, if any, pursuant to that decision.

17.74.110 Development plan—Modification.

Any condition imposed upon the approval of a development plan subject to a site plan review may be modified or eliminated, or new conditions may be added; provided, that the granting body shall first conduct a public hearing in the same manner as required for the granting of the original application. No such modification shall be made unless the commission or council finds that such modification is necessary to protect the public interest and/or adjacent or abutting properties; or, in case of deletion of an existing condition, that such action is necessary to permit reasonable development of the site.

17.74.120 Appeal and effective date.

The provisions of Chapter 17.78 of this code, regarding appeal of the commission's action and the effective date of approval, shall apply.

17.74.130 Expiration of development plan approval.

The approval of a development plan to the site plan review process shall expire when the building permit application for the development expires, unless otherwise specified by the planning commission.

17.74.140 Development plan—Denial—Refiling.

Where a development plan subject to the site plan review process is denied by the planning commission, or by the city council upon appeal of the decision of the planning commission, the application may be refiled within one year of such decision only if the basis for the denial as contained in the minutes of the planning commission or city council action is addressed by a revised plan. Any application may be refiled in the same form after one year of the planning commission or city council decision.

SECTION 3. **CEQA.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending the City's site plan review standards in Chapter 17.74 of the MMC would not have the potential to degrade the environment quality or result in significant environmental impacts. The proposed text amendment is consistent with the goals and policies of the Montebello 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental effects of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

SECTION 4. **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 5. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. **PUBLICATION.** The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 11th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT D

ORDINANCE NO. 2490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, TO REZONE IDENTIFIED PROPERTIES TO ENSURE CONSISTENCY WITH THE LAND USE DESIGNATIONS ESTABLISHED BY THE 2040 GENERAL PLAN AND THE OPPORTUNITY SITES IDENTIFIED IN THE CITY'S HOUSING ELEMENT

WHEREAS, the City of Montebello ("City") is authorized under Article XI, Section 7 of the California Constitution and California Government Code Section 65800 et seq. to regulate the use of land through zoning regulations is a general law city organized and existing under the laws of the State of California; and

WHEREAS, The City Council of the City of Montebello adopted the 2040 General Plan by on April 10, 2024, following public hearings and environmental review pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City of Montebello 2040 General Plan establishes updated land use designations, policies, and development standards intended to guide long-term growth, promote housing opportunities, support economic development, and ensure orderly and compatible land use patterns throughout the City; and

WHEREAS, California Government Code Section 65860 requires that zoning regulations be consistent with the adopted General Plan; and

WHEREAS, the City's existing zoning map and zoning classifications for certain parcels are no longer consistent with the land use designations adopted in the Montebello 2040 General Plan; and

WHEREAS, the Montebello 2040 General Plan includes land use designations that accommodate residential, mixed-use, industrial, commercial, and public uses at densities and intensities sufficient to support the City's long-term housing, employment, and infrastructure needs; and

WHEREAS, the rezoning is consistent with the City's adopted Housing Element, and implements the Opportunity Sites identified therein; and

WHEREAS, the City's 2021-2029 Housing Element, certified the California Department of Housing and Community Development ("HCD"), relies in part on zoning consistency and rezonings to ensure adequate capacity to accommodate the City's assigned Regional Housing Needs Allocation ("RHNA"); and

WHEREAS, the rezoning of certain parcels is necessary to implement the policies and programs of the Montebello 2040 General Plan, including but not limited to housing production, affirmatively furthering fair housing, neighborhood compatibility, and transit-supportive development; and

WHEREAS, the parcels proposed for rezoning are identified in Exhibit A of this Ordinance and are being rezoned to zoning designations consistent with the corresponding Land Use Designation identified in the 2040 General Plan as well as the sites identified in the Housing Element; and

WHEREAS, The City Council finds that the rezoning of the parcels identified herein furthers the public interest, promotes the general welfare, and is consistent with the Montebello 2040 General Plan; and

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 a part of the findings in support of this Ordinance.

SECTION 2. FINDINGS. The City Council hereby finds and determines that this Ordinance is consistent with the Montebello 2040 General Plan and serves to ensure consistency between the City's zoning regulation and the 2040 General Plan Land Use Designations. The rezoning established by this Ordinance is consistent with the City's adopted Housing Element and implements the Housing Overlay Opportunity Sites identified therein. The rezoning will implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and revitalization within downtown, corridors, and neighborhoods.

SECTION 3. The proposed rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element is hereby established to read as follows:

EXHIBIT A - List of Parcels to Be Rezoned

APN	Address	Current Zone	New Land Use Designation	New Zone
6350-016-904	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-016-906	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-016-905	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-017-906	No Address	M-1	Neighborhood	C-1
5267-008-900	2917 Via Campo	R-1	Corridor	C-2
6354-027-029	801 Union Street	M-2	Corridor	C-2
6354-027-014	7601 Telegraph Road	M-2	Corridor	C-2
6354-027-026	723 Union Street	M-2	Corridor	C-2
6354-027-015	7601 Telegraph Road	M-2	Corridor	C-2
6354-027-001	719 Union Street	M-2	Corridor	C-2
6354-027-016	7653 Telegraph Road	M-2	Corridor	C-2
6354-028-021	1701 Aeros Way	M-2	Corridor	C-2
6354-028-022	1717 Aeros Way	M-2	Corridor	C-2
6354-028-023	1725 Aeros Way	M-2	Corridor	C-2
6354-028-032	1801 Aeros Way	M-2	Corridor	C-2
6354-028-035	7709 Telegraph Road	M-2	Corridor	C-2
6354-028-034	7709 Telegraph Road	M-2	Corridor	C-2
6354-028-025	1724 Aeros Way	M-2	Corridor	C-2
6354-028-026	1734 Aeros Way	M-2	Corridor	C-2
6354-028-033	7733 Telegraph Road	M-2	Corridor	C-2
6354-030-062	7801 Telegraph Road	M-2	Corridor	C-2
6354-030-066	8105 Slauson Avenue	M-2	Corridor	C-2
6354-030-063	8033 Slauson Avenue	M-2	Corridor	C-2
6354-030-056	8023 Slauson Avenue	M-2	Corridor	C-2
6354-030-055	8019 Slauson Avenue	M-2	Corridor	C-2
6354-030-054	7825 Telegraph Road	M-2	Corridor	C-2
6354-030-004	8117 Slauson Avenue	M-2	Corridor	C-2
6354-030-003	8125 Slauson Avenue	M-2	Corridor	C-2
6354-030-001	8129 Slauson Avenue	M-2	Corridor	C-2
6368-002-002	Vacant Parcel	M-2	Corridor	C-2
6368-001-017	8130 Slauson Avenue	M-2	Corridor	C-2
6368-001-009	7799 Telegraph Road	M-2	Corridor	C-2
6368-001-025	7895 Telegraph Road	M-2	Corridor	C-2
6368-001-024	8000 Slauson Avenue	M-2	Corridor	C-2
6368-001-023	8016 Slauson Avenue	M-2	Corridor	C-2
6368-001-002	8040 Slauson Avenue	M-2	Corridor	C-2
6368-001-001	8130 Slauson Avenue	M-2	Corridor	C-2
6353-017-014	1125 Washington Blvd	M-1	Corridor	C-2
6353-017-006	1129 Washington Blvd	M-1	Corridor	C-2
6353-017-019	1101 Washington Blvd	M-1	Corridor	C-2
6353-017-015	1025 S. Greenwood Avenue	M-1	Corridor	C-2
6352-007-062	1033 S. Montebello Blvd Unit A	R-3	Corridor	C-2
6350-022-020	501 S. Montebello Blvd	M-1	Neighborhood	C-2
6354-017-013	1460 S. Greenwood Avenue	C-M	Neighborhood	C-1
6353-012-007	901 S. Greenwood Avenue	C-M	Neighborhood	C-2
6350-022-021	560 S. Greenwood Avenue	C-M	Neighborhood	C-1
6350-022-044	433 S. Montebello Blvd	C-2	Neighborhood	R-3
6349-011-014	400 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-010-010	1000 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-010-011	1018 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-010-012	1018 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-011-021	1100 W. Olympic Boulevard	C-2	Neighborhood	C-2
6349-015-011	413 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-012	423 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-008	601 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-007	617 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-013	707 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-026-002	1108 W. Mines Avenue	M-1	Neighborhood	R-3
6350-026-001	565 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-018-900	801 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-066	808 Jade Place	M-1	Neighborhood	R-3
6350-018-062	816 Jade Place	M-1	Neighborhood	R-3
6350-018-088	821 Aloe Place	M-1	Neighborhood	R-3

EXHIBIT A - List of Parcels to Be Rezoned

6350-018-011 833 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-010 No address	M-1	Neighborhood	C-2
6350-018-009 903 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-013 905 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-001 1005 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-038 311 Mission Road	M-1	Neighborhood	R-3
6350-018-027 1009 Eucalipto Place	M-1	Neighborhood	R-3
6350-018-049 1009 Roble Place	M-1	Neighborhood	R-3
6350-018-016 1009 Sequoia Place	M-1	Neighborhood	R-3
6350-017-022 1105 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-020 1111 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-021 1129 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-907 1213 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-907 1301 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-015 1329 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-001 1329 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-014-010 401 S. Park Avenue	M-1	Neighborhood	C-1
6350-014-007 409 S. Park Avenue	M-1	Neighborhood	C-1
6350-014-006 419 S. Park Avenue	M-1	Neighborhood	C-1
6350-017-906 No address	M-1	Neighborhood	C-1
6350-015-007 1300 W. Colegrove Avenue	M-1	Neighborhood	R-3
6350-015-906 1307 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-017 1309 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-014 No address	M-1	Neighborhood	C-1
6350-015-013 1328 W. Colegrove Avenue	M-1	Neighborhood	C-1
6350-013-002 1417 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-023 1400 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-021 1408 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-020 1412 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-022-026 544 Montebello Way	M-1	Neighborhood	C-1
6350-022-024 546 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-022-029 530 Montebello Way	M-1	Neighborhood	C-1
6353-004-006 1428 Beach Street	M-1	Neighborhood	R-3
6353-004-005 732 S. Maple Avenue	M-1	Neighborhood	R-3
6353-004-004 720 S. Maple Avenue	M-1	Neighborhood	C-1
6353-004-003 710 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-020 652 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-018 600 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-017 1409 W. Mines Avenue	M-1	Neighborhood	R-3
6350-021-905 819 Truck Way	M-1	Neighborhood	C-1
6353-003-019 630 S. Maple Avenue	M-1	Neighborhood	R-3
6350-026-012 1126 Calle Flor	M-1	Neighborhood	R-3
6350-026-900 1128 W. Mines Avenue	M-1	Neighborhood	C-1
6350-026-067 1135 Calle Flor	M-1	Neighborhood	R-3
6350-026-003 1112 W. Mines Avenue	M-1	Neighborhood	R-3
6350-026-055 540 Calle Flor	M-1	Neighborhood	R-3
6350-026-043 1122 Calle Flor	M-1	Neighborhood	R-3
6350-026-030 1134 Calle Flor	M-1	Neighborhood	R-3
6350-027-005 525 S. Greenwood Avenue	M-1	Neighborhood	R-3
6350-021-012 835 Truck Way	M-1	Neighborhood	C-1
6350-021-011 839 Truck Way	M-1	Neighborhood	C-1
6350-021-010 845 Truck Way	M-1	Neighborhood	C-1
6350-021-009 847 Truck Way	M-1	Neighborhood	C-1
6350-021-008 855 Truck Way	M-1	Neighborhood	C-1
6350-021-039 500 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-021-032 520 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-021-033 528 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-022-030 528 Montebello Way	M-1	Neighborhood	C-1
6337-002-015 1552 W. Olympic Blvd	R-2	Corridor	C-2
6344-025-024 2001 W. Beverly Blvd	C-R	Neighborhood	C-1
5294-011-014 505 N. 19th Street	C-1	Neighborhood	R-3
5294-011-025 509 N. 18th Street	C-2	Neighborhood	R-1
5294-014-002 506 N. 18th Street	C-1	Neighborhood	R-1
6344-004-031 1709 W. Beverly Blvd	R-3	Corridor	C-2
5294-014-034 1520 W. Beverly Blvd	C-R	Neighborhood	C-1
6345-001-028 1315 W. Beverly Blvd	R-4	Corridor	C-2
5269-013-037 509 N. 3rd Street	R-3	Corridor	C-2

EXHIBIT A - List of Parcels to Be Rezoned

5269-013-057	508 N. 3rd Street	R-3	Corridor	C-2
5269-012-033	512 N. 2nd Street	R-3	Corridor	C-2
5269-012-038	513 N. 1st Street	R-3	Corridor	C-2
5267-008-001	2921 Via Campo	R-1	Corrdior	C-2
5267-008-900	2917 Via Campo	R-1	Corridor	C-2
5267-008-003	2913 Via Campo	R-1	Corridor	C-2
5267-008-026	887 N. Garfield Avenue	R-3	Corridor	C-2
5249-002-033	3544 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-002-002	3542 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-031	3538 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-016	3536 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-027	3534 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-028	3532 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-014	3526 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-013	3524 1/4 Beverly Blvd	C-2	Neighborhood	C-1
5249-001-012	3524 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-011	3524 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-030	3516 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-007	3514 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-029	3510 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-004	3508 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-003	3506 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-002	3504 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-001	3500 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-020	3414 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-019	3412 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-018	No address	C-2	Neighborhood	C-1
5267-022-017	No address	C-2	Neighborhood	C-1
5267-022-016	3404 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-015	3400 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-014	3328 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-038	3320 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-007	3314 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-006	No address	C-2	Neighborhood	C-1
5267-022-037	3308 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-035	3304 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-012	3216 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-006	3212 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-013	3204 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-001	3421 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-002	3417 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-003	3415 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-004	3413 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-033	3409 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-007	3403 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-008	3401 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-029	3335 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-011	3331 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-012	3329 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-013	3329 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-014	3327 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-015	3325 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-016	3323 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-031	3321 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-032	3319 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-019	3317 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-020	3315 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-021	3313 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-030	3311 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-024	3309 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-025	3305 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-026	3301 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-027	3217 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-028	3213 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-014	3205 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-015	3201 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-016	3201 W. Beverly Blvd	C-2	Neighborhood	C-1

EXHIBIT A - List of Parcels to Be Rezoned

5267-026-048	3124 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-040	3116 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-050	3108 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-038	3106 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-049	3100 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-046	3020 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-001	3000 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-051	3001 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-028	3015 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-027	3017 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-026	3019 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-025	3027 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-024	3033 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-049	3101 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-011	3105 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-010	3105 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-022	3109 W.Beverly Blvd	C-2	Neighborhood	C-1
6343-001-007	3111 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-048	3117 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-052	3127 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-047	2913 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-050	2901 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-029	2900 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-028	2910 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-024	525 N. Garfield Avenue	C-2	Neighborhood	C-1
6343-005-031	480 N. Garfield Avenue	C-2	Neighborhood	C-1
6343-005-035	2805 W. Beverly Blvd	C-2	Neighborhood	C-1
5268-028-001	500 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-003	508 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-005	512 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-007	516 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-009	520 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-011	524 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-013	528 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-015	532 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-030	536 N. Garfield Avenue	C-2	Neighborhood	C-1
6352-026-107	959 S. Bluff Road	C-2	Neighborhood	R-3
6352-026-120	940 Lilac Lane	C-2	Neighborhood	R-3
6352-026-050	929 S. 4th Street	R-1	Corridor	C-2
6352-026-051	933 S. 4th Street	R-1	Corridor	C-2
6352-026-052	937 S. 4th Street	R-1	Corridor	C-2
6352-026-053	No Address	R-1	Corridor	C-2
6352-028-008	932 S. Montebello Blvd	R-3	Corridor	C-2
6352-027-014	939 S. Montebello Blvd	R-3	Corridor	C-2
6337-007-003	116 S. 22nd Street	R-3	Corridor	C-2
6337-007-004	2120 Allston Street	R-3	Corridor	C-2
6351-002-018	No Address	R-2	Corridor	C-2
6351-002-019	917 S. Concourse Avenue	R-2	Corridor	C-2
6346-012-920	No Address	R-3	Corridor	C-2
6346-012-919	No Address	R-3	Corridor	C-2
6346-012-918	No Address	R-3	Corridor	C-2
6346-012-917	No Address	R-3	Corridor	C-2
6346-012-916	No Address	R-3	Corridor	C-2
6346-012-915	No Address	R-3	Corridor	C-2
6346-012-028	280 N. Montebello Blvd	R-3	Corridor	C-2
6346-012-002	705 W. Madison Avenue	R-2	Neighborhood	R-3
6347-001-003	432 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-004	428 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-005	424 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-006	420 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-007	414 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-008	412 N. Poplar Avenue	C-2	Neighborhood	R-3
6346-004-037	100 E. Harding Avenue	C-2	Neighborhood	R-3
5269-015-068	604 N. Montebello Blvd	C-R	Corridor	C-2
5269-015-067	616 N. Montebello Blvd	R-1	Corridor	C-2
5294-015-043	1305 Masser Place	R-3	Corridor	C-2
6344-005-035	441 N. 16th Street	C-R	Corridor	C-2

5294-010-025	2000 W. Beverly Blvd	R-2	Corridor	C-2
5268-014-024	503 Morris Place	C-R	Neighborhood	C-1
5268-014-021	505 Morris Place	C-R	Neighborhood	R-1
5268-014-023	504 N. Via Val Verde	C-R	Neighborhood	R-1
5268-014-020	500 N. Via Val Verde	C-R	Neighborhood	C-1
6345-003-025	1006 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-024	1012 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-023	1018 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-022	1024 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-021	1126 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-020	1132 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-019	1120 W. Harding Avenue	R-A	Neighborhood	R-1
5267-006-900	No Address	R-1	Open Spaces	C-2
5267-007-901	No Address	R-1	Open Spaces	C-2
5267-007-900	No Address	R-1	Open Spaces	C-2
6352-001-055	1105 S. Bluff Road	R-1	Civic	R-3
5267-010-908	988 Bella Verde Drive (Partial Rezoning consistent with the Housing Element)	R-1	Open Spaces	C-2

SECTION 4 . (CEQA.)

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to rezone certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element does not have the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed rezoning amendment is consistent with the 2040 General Plan and Downtown Montebello Specific Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

The 2040 General Plan includes the City's 6th Cycle Housing Element, which was previously adopted and certified by the California Department of Housing and Community Development and was also analyzed within the Final EIR. The proposed zoning text and map amendments are within the scope of the certified Final EIR and do not result in new or more severe impacts. No further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15168.

SECTION 5. SEVERABILITY

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

SECTION 6. EFFECTIVE DATE

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

SECTION 7. PUBLICATION

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

PASSED, APPROVED, AND ADOPTED 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 11th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Christopher Jimenez, City Clerk

ATTACHMENT E

RESOLUTION NO. 26-09

A RESOLUTION OF THE CITY OF MONTEBELLO CITY COUNCIL APPROVING AMENDMENTS TO THE CITY ZONING MAP TO IMPLEMENT NEW ZONING CLASSIFICATIONS FOR CERTAIN PARCELS CONSISTENT WITH THE CITY'S GENERAL PLAN AND HOUSING ELEMENT

RECITALS

WHEREAS, on June 22, 2022, the City Council adopted Resolution No. 22-52 approving the City's 6th Cycle Housing Element (2021-2029), and subsequently was certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022; and

WHEREAS, on April 10, 2024, the City Council adopted the Montebello 2040 General Plan and the Downtown Montebello Specific Plan and certified a Final Environmental Impact Report ("Final EIR") for both documents; and

WHEREAS, the Montebello 2040 General Plan Update establishes the City's long-term vision, goals, and policies to guide future development throughout the City; and

WHEREAS, prior to the adoption of the Montebello 2040 General Plan Update, the City's General Plan had last been comprehensively updated in 1973, which was also the last time the City's zoning designations were substantially revised; and

WHEREAS, the City Council desires to amend the City's Zoning Map to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), by rezoning approximately 270 parcels; and

WHEREAS, Government Code Section 65583(c)(1)(A) provided for up to three years from the date of adoption (July 11, 2022) of the City's 6th Cycle Housing Element to complete any necessary rezoning actions to accommodate the required number of dwelling units allocated by the Regional Housing Needs Assessment (RHNA); and

WHEREAS, Government Code Section 65583.4(a) supersedes Government Code Section 65583(c)(1)(A) and provides for three years and 120 days from the statutory deadline in Section 65588 for adoption of the housing element (October 15, 2021) to complete the necessary rezoning actions to accommodate the required number of dwelling units allocated by the RHNA thereby resulting in a deadline of February 12, 2025, to complete the rezoning actions; and

WHEREAS, the City of Montebello advanced the 6th Cycle Housing Element prior to the process of preparing and circulating a Draft Environmental Impact Report (Draft EIR) to conduct the necessary environmental review, in accordance with the California

Environmental Quality Act (CEQA), for the proposed rezoning of parcels to accommodate the number of dwelling units and density required by the RHNA including for low-and very low-income households; and

WHEREAS, completion of the environmental review process for the Draft EIR, and subsequent Final EIR, including multiple public hearings for the rezoning, including the Downtown Montebello Specific Plan, resulted in delays for the City to complete the full rezoning ultimately exceeding the deadline of February 12, 2025, imposed by Government Code Section 65583.4(a); and

WHEREAS, Government Code Section 65583.4(b)(1) provides for a one-year extension to the deadline in Section 65583.4(a) for completing the necessary Housing Element rezoning actions if the following criteria are met:

a) Existing land with existing zoning and density designations are sufficient to accommodate at least 75 percent of the units for low-income and very low-income households; and
b) Any of the following circumstances exist:
   i. The local government is unable to complete the rezoning because of the action or inaction beyond the control of the local government of any other state, federal, or local agency.
   ii. The local government is unable to complete the rezoning because of infrastructure deficiencies due to fiscal or regulatory constraints.
   iii. The local government must undertake a major revision to its general plan in order to accommodate the housing-related policies of a sustainable communities strategy or an alternative planning strategy adopted pursuant to Section 65080.

WHEREAS, the City of Montebello has sufficient existing land (i.e., privately-owned parcels) that currently have existing zoning designations and densities that can accommodate at least 75 percent of the City's RHNA units for Low-and Very Low-income households, where a minimum of 1,523 units must be accommodated (1,317 Very Low + 714 Low = 2,031 total and 75% is equal to 1,523), and the "Realistic Capacity (current zoning)" for all parcels not needing said rezoning can accommodate a total of 1,150 (or 75.5% of 1,523 units); and

WHEREAS, the City of Montebello has been unable to complete the rezoning prior to the deadline because of the action or inaction beyond the control of the City of Montebello of a state, federal, or local agency. The City of Montebello was required to meet a statutory deadline for approval of its 6th Cycle Housing Element prior to focusing on general plan that was last updated in June 1973. This resulted in significant delays in processing the comprehensive 2040 General Plan Update and required environmental review in accordance with CEQA. Subsequent to approval of the 6th Cycle Housing Element, the

City's Planning and Community Development conducted approximately 30 public meetings, and prepared the Final EIR for the 2040 General Plan, including the 6th Cycle Housing Element, which was certified by the City Council in 2024.

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

SECTION 1: The above Recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2: The City Council hereby approves amendments to the City's Zoning Map to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter into the book of original Resolutions of the City of Montebello.

APPROVED AND ADOPTED this 25th day of February, 2026.

Georgina Tamayo, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-09 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 25th day of February 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES: Alonzo, Romero, Peralta, Melendez, Tamayo
NOES: None
ABSTAIN: None
ABSENT: None

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

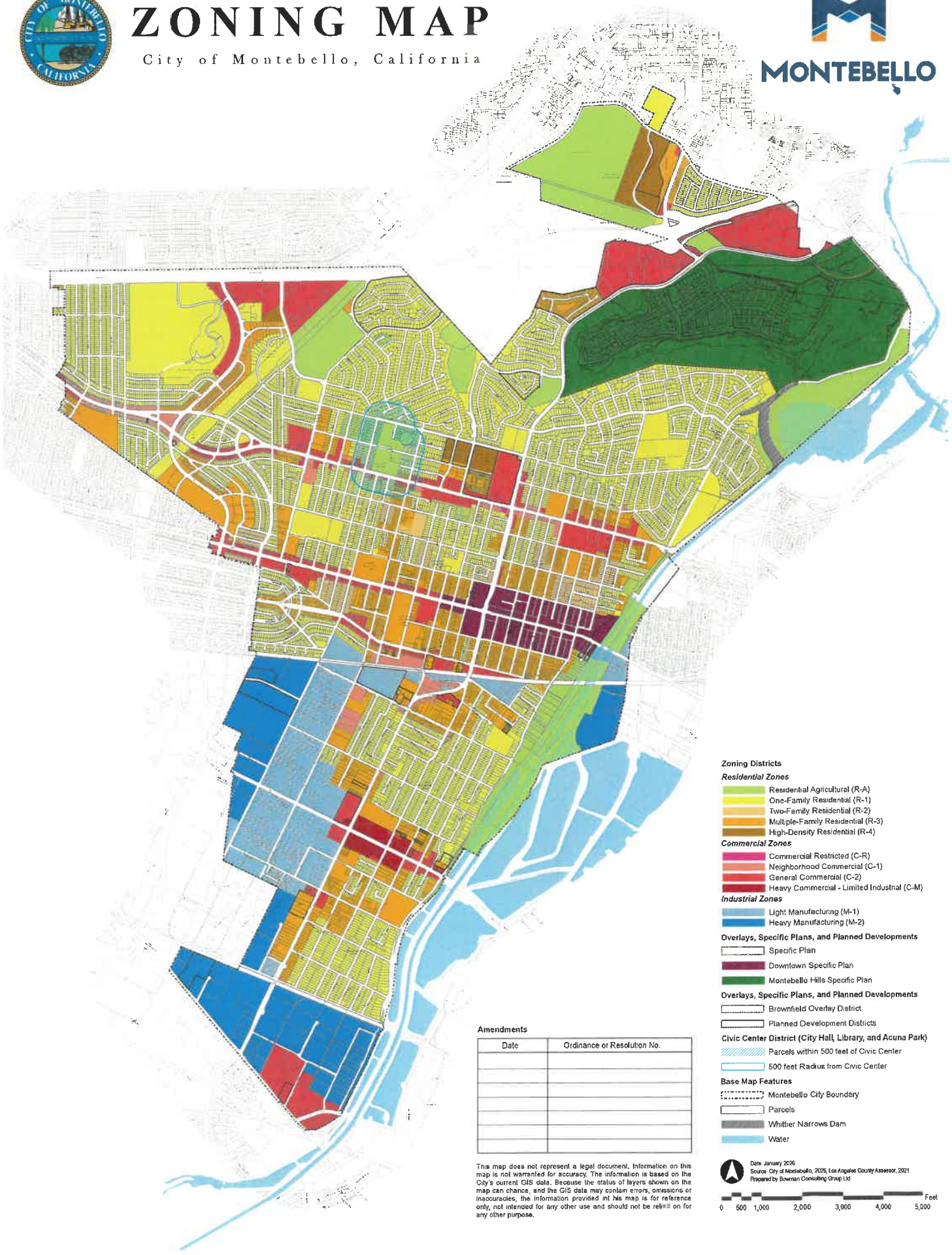
DATE: 2/25/2026

Christopher Jimenez, City Clerk

PROPOSED ZONING MAP

City of Montebello, California

MONTEBELLO



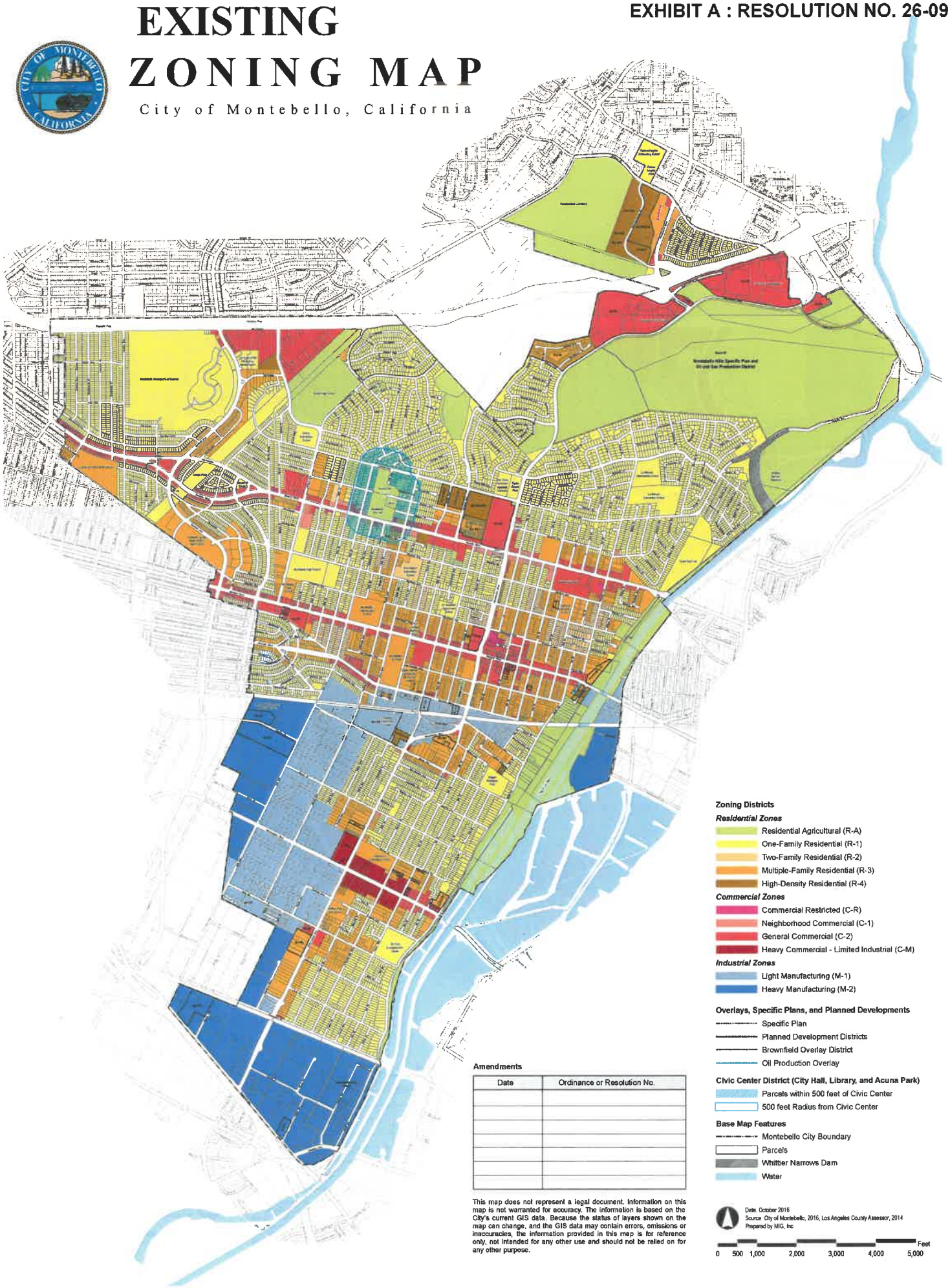
Amendments

Date	Ordinance or Resolution No.

This map does not represent a legal document. Information on this map is not warranted for accuracy. The information is based on the City's current GIS data. Because the status of layers shown on the map can change, and the GIS data may contain errors, omissions or inaccuracies, the information provided in this map is for reference only, not intended for any other use and should not be relied on for any other purpose.

EXISTING ZONING MAP

City of Montebello, California



ATTACHMENT F

CITY OF MONTEBELLO
PLANNING COMMISSION
RESOLUTION NO. 02-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING TEXT CODE AMENDMENTS TO VARIOUS PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, AND SITE PLAN REVIEW STANDARDS, AND APPROVING NEW ZONING CLASSIFICATIONS FOR CERTAIN PARCELS AND AMENDMENTS TO THE CITY'S ZONING MAP CONSISTENT WITH THE CITY'S GENERAL PLAN AND HOUSING ELEMENT

WHEREAS, On June 22, 2022, The City Council adopted the City's Housing Element (6th Cycle, 2021-2029), and subsequently was certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022; and

WHEREAS, On April 10, 2024, the City Council adopted the Montebello 2040 General Plan and Downtown Montebello Specific Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR"). The Montebello 2040 General Plan Update is intended to create the vision, goals, and policies for future development within the City; and

WHEREAS, From October 2020 through February 2024, approximately 31 public outreach activities were held in connection with the 2040 General Plan, Bike Plan, and Downtown Specific Plan; and

WHEREAS, City staff proposes amendments to Title 17 of the Montebello Municipal Code to include the establishment of mixed-use development standards, the adoption of objective design standards for residential and mixed-use developments, and revisions to the existing site plan review standards, and implement corresponding rezoning and zoning map amendments to ensure consistency with the Montebello 2040 General Plan and the City's Housing Element; and

WHEREAS, The Montebello 2040 General Plan and adopted Housing Element establish goals and policies to facilitate mixed-use and residential development, increase housing supply, and ensure consistency with State laws; and

WHEREAS, The proposed text code amendments and zoning map update are a companion effort to Montebello's General Plan and Housing Element, which include commitments from the City to look at ways to encourage housing development by removing constraints, streamlining, and improving the development review process while being consistent with recent State legislation; and

WHEREAS, Pursuant to Government Code section 65853, a zoning ordinance or an amendment to a zoning ordinance which imposes any regulations for the use of buildings, structures, and land as between industry, business, residences, and open space shall be adopted in the manner set forth in Sections 65854 to 65857 of the Government Code; and

WHEREAS, Section 65854 of the Government Code requires that the Planning Commission hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance; and

WHEREAS, Pursuant to Montebello Municipal Code ("MMC") Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0013-TCA) Ordinance No. 2487 amending Chapter 17 of the MMC adding Sections 17.22.220 through 17.22.240– *Mixed-Use Development Standards* to establish new mixed-use development standards applicable to C-1 (Neighborhood Commercial) and C-2 (Geneal Commercial) zoning districts, as well as other miscellaneous updates to Chapter 17.22 that include language related to the mixed-use development standards; and

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0014-TCA) Ordinance No. 2488 amending Chapter 17 of the MMC adding Chapter 17.21 – *Objective Design Standards* to create new standards and requirements for new buildings situated along major corridors and neighborhood streets; and

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0015-TCA) Ordinance No. 2489 amending Chapter 17 of the MMC, specifically Chapter 17.74 – *Site Plan Review* to update the thresholds related to when an SPR is required within residential, commercial, and industrial zoning districts. Additionally, to remove Section 17.74.030(A) that states a separate site plan review is not required for projects that require approval of a conditional use permit. Lastly, to add Section 17.74.030(B) to include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households; and

WHEREAS, Staff is proposing a rezoning (PC-2026-0016-ZC) Ordinance No. 2490 amending the zoning of approximately 270 parcels to ensure consistency with the new 2040 General Plan Land Use Designations, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), and to correct nonconforming or improperly zoned parcels to ensure consistency with surrounding land use patterns and current development standards; and

WHEREAS, Staff is proposing an amendment to the City's Zoning Map in correlation with the rezoning to ensure consistency with the land use designations established by the 2040 Montebello General Plan and the opportunity sites identified in the City's Housing Element; 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; and

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

SECTION 1. The above Recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. Pursuant to Montebello Municipal Code (MMC) Section 17.76.020, the Planning Commission does hereby initiate the proposed text code amendments of provisions of Title 17 of the MMC to add Section 17.22.220 through 17.22.240 as set forth in Ordinance No. 2487, to add Chapter 17.21 as set forth in the draft Ordinance No. 2488, to amend Chapter 17.74 as set forth in Ordinance No. 2489, to approve the rezoning of certain properties as set forth in Ordinance No. 2490, and to approve an amendment to the City's Zoning Map as set forth in this Resolution No. 02-26.

SECTION 3. The Planning Commission hereby finds that amending Chapter 17 of the MMC to add Sections 17.22.220 through 17.22.240 – *Mixed-Use Standards*, to add Chapter 17.22 – *Objective Design Standards*, to amend and add to Chapter 17.74 – *Site Plan Review*, to amend the zoning of certain parcels, and to amend the existing Zoning Map, is consistent with the objectives and policies of the 2040 General Plan and seeks to propose and implement practices which are responsible to the needs of the community. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 4. The proposed Text Code Amendments to Chapter 17 of the MMC and rezoning of parcels have been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the proposed amendments to Title 17 of the MMC and the Zoning Map are within the scope of, and consistent with, the 2040 General Plan and Downtown Montebello Specific Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA").

SECTION 5. Based on the Recitals, staff's report and presentation, and all oral and written testimony, the Planning Commission of the City of Montebello hereby recommends that the City Council of the City of Montebello adopt:

1. Ordinance No. 2487 approving Text Code Amendment (PC-2026-0013-TCA) amending Chapter 17 of the Montebello Municipal Code adding Sections 17.22.220 through 17.22.240 – *Mixed-Use Standards* establishing new mixed-use development standards applicable to C-1 and C-2 zoning districts, as well as other miscellaneous updates to Chapter 17.22 as provided in Exhibit A, attached hereto and incorporated by reference.

2. Ordinance No. 2488 approving Text Code Amendment (PC-2026-0014-TCA) amending Chapter 17 of the Montebello Municipal Code adding Chapter 17.21 – *Objective Design Standards* related to objective design standards for residential and mixed-use development as provided in Exhibit B, attached hereto and incorporated by reference.

3. Ordinance No. 2489 approving Text Code Amendment (PC-2026-0015-TCA) amending Chapter 17 of the Montebello Municipal Code Chapter 17.74 – *Site Plan Review* related to updating the thresholds related to when a Site Plan Review is required within residential, commercial, and industrial zoning districts. Additionally, removing language in Section 17.74.030(A) that states a separate site plan review is not required for projects that require approval of a conditional use permit. Lastly, to add Section 17.74.030(B) to include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households as provided in Exhibit C, attached hereto and incorporated by reference.

4. Ordinance No. 2490 approving a rezone (PC-2026-0016-ZC) approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and as provided in Exhibit D, attached hereto and incorporated by reference.

5. Resolution No. 02-26 approving an amendment to the City's Zoning Map to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), as provided in Exhibit E, attached hereto and incorporated by reference.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution, and it shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of February 2026 by the Planning Commission.

Armando Medina, Chair
Montebello Planning Commission

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 02-26 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held February 10, 2026, and that same was approved and adopted by the following vote to wit:

Chair Medina:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli	( ) AYE ( ) NOE (X) ABSENT ( ) ABSTAIN
Commissioner Moralez	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Cuevas	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lopez	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Joseph A. Palombi, Secretary
Montebello Planning Commission

ITEM # 18

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

SUBJECT: **APPROVE INCREASE TO PURCHASE ORDER WITH FIRE APPARATUS SOLUTIONS FOR FIRE TRUCK REPAIRS**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve an increase of $100,000 to the existing purchase order with Fire Apparatus Solutions for repair and replacement of MOntebello Fire Department's Truck 755 aerial swivel assembly and other necessary repairs through the end of Fiscal Year 2025-26; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Sufficient funds are available within the Fiscal Year 2025-26 budget to support the requested purchase order increase. No additional appropriations are required.

Fire Apparatus Solutions provided a formal repair estimate totaling $40,426. The Fire Department's existing purchase order has nearly reached its authorized not-to-exceed limit from prior repair work. Staff is requesting approval to increase the existing purchase order by $100,000 to ensure sufficient funding for the aerial swivel replacement, associated component repairs, required third-party aerial certification testing, and any additional repairs that may be identified through the end of the current fiscal year.

BACKGROUND/DISCUSSION:

Truck 755 is a 2003 American LaFrance 100-foot aerial tiller that serves as the Fire

Department's reserve aerial apparatus and is placed into service when the Department's primary ladder truck is out of service for maintenance or repairs. Due to extended delivery delays of the Department's replacement aerial apparatus, the reserve truck has been placed into service more frequently and for longer durations than originally anticipated.

As a result, Truck 755, which is now over 20 years old, has experienced increasing mechanical issues. Most recently, the apparatus developed operational deficiencies affecting aerial rotation and safe ladder operation. Vendor diagnostics confirmed failure of the aerial swivel assembly, requiring full replacement.

Truck 755 provides essential aerial capability for multi-story residential and commercial structure fires, elevated rescue operations, master stream fire suppression, and mutual aid aerial coverage. The failure of the aerial swivel directly impacts safe ladder rotation and operational reliability.

Continued operation without repair increases the risk of mechanical failure, creates potential firefighter safety hazards, results in loss of certified aerial capability, and places the City at risk of non-compliance with required annual aerial testing standards. If repairs are delayed, the Department will be required to rely on mutual aid aerial apparatus for elevated operations, which may increase response times and reduce operational redundancy within the City.

Although the initial repair estimate totals $40,426, it is common during aerial swivel replacement to identify additional deficiencies involving hydraulic lines, fittings, wiring, and structural components that cannot be fully assessed until the assembly is removed. For this reason, staff is recommending approval of a $100,000 increase to ensure sufficient funding is available to complete all necessary repairs and restore Truck 755 to full operational service.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is requesting City Council approval to increase the existing Fiscal Year 2025-26 purchase order with Fire Apparatus Solutions by $100,000. This action will ensure completion of necessary repairs to Truck 755 and maintain the City's aerial firefighting readiness.

ATTACHMENT(S)

None

ITEM # 19

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: **ADOPT RESOLUTION NO. 26-15 AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY PROPOSITION 4 WILDFIRE AND FOREST RESILIENCE GRANT PROGRAM**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-15 authorizing the submission of an application for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Proposition 4 Wildfire and Forest Resilience Grant Program; and
2. Authorize the City Manager 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.

FISCAL IMPACT:

There is no fiscal impact associated with the submission of a grant application. The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy ("RMC") Grant Program is made available through the California Resources Agency. The program is currently accepting applications for the Proposition 4 Wildfire and Forest Resilience Program. The City is not required to provide any matching funds and will be submitting a project proposal in the amount of $2,000,000. Should the City be successful in receiving grant funds, staff will return to the City Council to appropriate funds.

BACKGROUND/DISCUSSION:

The RMC was created by California legislature in 1999 and is one of ten conservancies

within the California Resources Agency. RMC's territory covers eastern Los Angeles County and western Orange County and its mission is to preserve open space and habitat in order to provide for low-impact recreation and educational uses, wildlife habitat restoration and protection, and watershed improvements within its jurisdiction.

In November 2024, California votes approved Proposition 4, a $10 billion Climate Bond designed to safeguard communities and natural resources against the impacts of climate change. Applications are now being accepted to utilize this grant funding. Eligible projects should create, expand, and/or improve public open space throughout the region by improving access, habitat quality, water security, and wildfire resilience. Up to $2,000,000 in funding per project is available.

Staff is proposing improvements to Chet Holifield Park. The project proposal will include renovation of the parking lot area, restrooms, and picnic area. Improvements will additionally include irrigation and landscaping installation. The proposed improvements are included as a part of the City's Parks Master Plan and demonstrate community support for several elements included in this project proposal.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council approve Resolution No. 26-15 to authorize submission of an application for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Proposition 4 Wildfire and Forest Resilience Grant Program and authorize the City Manager to conduct negotiations and execute and submit all documents reasonably necessary on behalf of the City to complete the awarded project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-16

RESOLUTION NO. 26-15

RESOLUTION OF THE CITY OF MONTEBELLO AUTHORIZING THE APPLICATION SUBMITTAL FOR GRANT FUNDS FOR THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAIN CONSERVANCY PROPOSITION 4 WILDFIRE AND FOREST RESILIENCE GRANT PROGRAM FOR THE CHET HOLIFIELD PARK RENOVATION PROJECT

RECITALS

WHEREAS, the people of the State of California have enacted the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4), which provides funds for the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Wildfire and Forest Resilience Grant Program; and

WHEREAS, the RMC has been delegated the responsibility for the administration of the grant program in its jurisdiction, setting up necessary procedures; and

WHEREAS, said procedures established by the RMC require the Applicant's Governing Body to certify by resolution the approval of the Application before submission of said Application; and

WHEREAS, the Applicant will enter into a contract with the State of California for the Project.

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

SECTION 1. Approve the filing of an application for funds for from the RMC Wildfire and Forest Resilience Grant Program for the Chet Holifield Renovation Project under the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4).

SECTION 2. Certifies that the Applicant has or will have sufficient funds to operate and maintain the Project that is being submitted for funding consideration.

SECTION 3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 4. Certifies that the Applicant has reviewed and understands the General Requirements and General Policies of the RMC Proposition 4 Grant Program Guidelines.

SECTION 5. Appoints the Director of Recreation and Community Services as agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

APPROVED AND ADOPTED THIS 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman,
City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-15 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 11th day of March 2026 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 # 20

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: **ADOPT RESOLUTION NO. 26-13 TO AUTHORIZE THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2027 TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BUS OPERATIONS SUBCOMMITTEE FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-13 to authorize the submission of an application for Fiscal Year 2027 to the Los Angeles County Metropolitan Transportation Authority (LACMTA) Bus Operations Subcommittee (BOS) for Federal Transit Administration (FTA) Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello is applying for two funding opportunities through the FY 2027 Federal Transit Administration (FTA) Section 5307 Program. The first request, under the 15% Discretionary Capital Funds, seeks $4,700,000 (including the required 20% non-Federal match) to acquire three (3) hydrogen fuel cell electric buses (FCEBs). The second request, funded through the 1% Associated Transit Improvement (ATI) Funds, requests $950,000 (including the required 20% non-Federal match) to support essential replacements and enhancements identified in the Bus Stop Improvement Project (BSIP) analysis.

All procurement for hydrogen FCEBs and BSIP enhancements will be incorporated into the City's annual budget development for subsequent fiscal years. In addition, each phase of the procurement process will be presented to the City Council for thorough review and approval to ensure transparency and accountability and adherence to the City's procurement policies.

BACKGROUND/DISCUSSION:

The Bus Operations Subcommittee (BOS) consists of 17 voting members (Attachment A) and operates under the authority of the Los Angeles County Metropolitan Transportation Authority (LACMTA). Represented by Montebello Bus Lines (MBL), the City is an active participant in the BOS, which provides technical support and serves as a forum for regional operators to address transportation policies, funding programs, and operational challenges. On February 18, 2026, the BOS invited voting members to apply for the FY 2027 FTA Section 5307 funding programs, specifically the 15% Capital Discretionary Funds and the 1% ATI Funds (Attachment B).

15% Capital Discretionary Funds

The 15% Capital Discretionary Funds prioritize the replacement of buses exceeding the 12-year Useful Life Benchmark (ULB), facility upgrades, and projects supporting alternative fuels, transit centers, and farebox technology. These funds aim to modernize fleets while improving the efficiency, sustainability, and safety of transit operations. Specifically, the program emphasizes the adoption of new technologies that reduce greenhouse gas emissions.

If awarded, staff will utilize these funds to purchase three (3) hydrogen FCEBs. These zero-emission vehicles will significantly reduce the City’s carbon footprint and improve local air quality. Hydrogen fuel cell technology provides a clean alternative to diesel while maintaining the high performance and range required for MBL operations. This initiative directly aligns with MBL’s Zero Emission Bus (ZEB) Rollout Plan.

1% ATI Funds

The 1% ATI funds support projects across six categories: bus stop amenities, signage, pedestrian and bicycle access, landscaping, and historic preservation. These initiatives focus on enhancing transit infrastructure—such as shelters and accessibility—and preserving historic mass transit assets.

On February 28, 2024, the City Council awarded Professional Services Agreement No. 4180 to Kimley-Horn and Associates, Inc., for the BSIP. This project includes a comprehensive assessment and inventory of all MBL bus stop infrastructure. If awarded, the ATI funds will be used to replace signage, benches, and trash receptacles based on the findings of this analysis.

Since the City is eligible for both the 15% Discretionary Capital and 1% ATI funding, staff recommend that the City Council adopt Resolution No. 26-13 (Attachment C). This resolution authorizes the City to apply for these funds, which will allow MBL to advance the City’s commitment to sustainable electrification and innovative transit technology.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 26-13 to authorize the submission of an application for FY 2027 to the Metro BOS for FTA Section 5307 - 15% Discretionary Capital Funds and 1% ATI Funds; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – BOS Member Agencies
2. Attachment B – FY27 FTA Section 5307 – 15% Discretionary Capital Funds and 1% ATI Funds Guidelines
3. Attachment C – Resolution No. 26-13

ARTICLE II. MEMBERSHIP

The Bus Operations Subcommittee shall consist of seventeen (17) voting members and ex-officio members selected as follows:

a. Included Operators of Los Angeles County [one (1) vote each]:

- Arcadia Transit
- Claremont Dial-A-Ride
- Commerce Municipal Bus Lines
- Culver City Municipal Bus Lines
- Foothill Transit*[*]
- Gardena Municipal Bus Lines
- LACMTA Operations
- La Mirada Transit
- Long Beach Transit
- Los Angeles Department of Transportation*
- Montebello Bus Lines
- Norwalk Transit System
- Redondo Beach Wave
- Santa Monica's Big Blue Bus
- Torrance Transit System

b. Eligible Operators of Los Angeles County [one (1) vote each]:

- Antelope Valley Transit
- Santa Clarita Transit

c. Non-Voting Members (Ex-Officio)

- MTA – Approved Transportation Zone(s)[1]

[*] Asterisk represents that those operators are either receiving partial or full formula funding under the eligible operator criteria.

[1] MTA approved Transportation Zone(s) shall become Included Operators and eligible to vote once provisions for eligibility have been achieved per established guidelines.

Date: February 18, 2026

To: BOS Members

From: John Xie, BOS Secretary

RE: FY2027 Appropriations of FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

In 2026, BOS Working Group reviewed and considered potential modification of the priorities, application process, forms and scoring sheets associated with the FY 2027 FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds project process. The draft guidelines were discussed during the BOS meeting of February 17, 2026. BOS discussed bus price survey cost methodology during the FY 2023 review process and confirmed the bus price value is total bus cost: base pricing, options, ADA expenses and taxes.

During the 2023 application process, BOS approved annual funding to the California Transit Training Consortium (CTTC) for a three-year annual allocation for FY2024 ($360,000), FY2025 ($360,000) and FY2026 ($360,000). The CTTC will resubmit a request for the next application period. The CTTC funding allows for BOS members to benefit from the Maintenance Training program at no cost to the transit agency. Long Beach Transit submits the application as the lead agency and allocates the funds directly to CTTC. The CTTC allocation is awarded first from the annual 15% funding.

BOS members voted to approve the application packet at the February BOS Meeting. The packet includes: principles, priorities, application procedures and updated bus pricing survey (Attachment A); and project description and justification templates (Attachment B) and the required Transit Agency Certification Sheet. As has been done in the past, the project proposals will be evaluated based on approved principles, priorities and eligibilities. No amendments are proposed to Principles, Priorities, Application Procedures and Application Templates.

Due to this year's Metro Board schedule, the schedule for the application and award process is accelerated, to March with approvals at the March BOS meeting, as follows:

February 17, 2026	Principles and Application packet approved at BOS
February 18, 2026	Final Principles and Application Packet emailed to BOS members
March 11, 2026 – 5:00 PM (Wednesday)	**PROJECT PROPOSALS DUE via email to jxie@foothilltransit.org LATE submissions will be DISQUALIFIED**
March 13, 2026 (Friday)	Agencies' Proposals and Scoring Sheets emailed to BOS members for evaluation
March 24, 2026 (BOS Meeting)	Agency presentation and final scoring; award amount recommendation

Please submit your project proposal(s) in accordance with Application Procedures outlined in the application packet. If you have any questions and/or require additional information, please contact John Xie at 626-931-7261 or jxie@foothilltransit.org. Thank you all for your participation and contributions to this process.

FTA Section 5307
15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

The following principles shall be applied to project applications for both funding sources:

Principles:

1. Qualifying agencies may submit only one project per funding category.

2. Qualifying agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures. The eligible expenditures shall be identified, and the funding amount shall be estimated in both project applications by category.

3. In order for a project to be eligible for funding, it must receive a score of 70 or higher.

4. No one agency is eligible to claim more than 50% of the available funding for in either funding source.

5. Multi-agency cooperation on projects is encouraged.

6. Overmatching on projects is encouraged.

7. Discretionary capital funds originating from federal urbanized area formula funds for Urbanized Area 2 (UZA 2) shall be recommended for allocation only for projects that are located within, operate within and/or generate National Transit Database (NTD) data, and therefore federal revenues for UZA 2. Agencies with projects located in or operated outside of UZA 2, that also provide direct service to operations within UZA 2 will be considered for funding only in proportion to their UZA 2 operations. ex: 80% of a route is allocated to UZA x, with the remaining 20% of the route allocated to UZA 2 (as reported to NTD for annual reporting purposes). Through this process, only 20% of the total bus cost will be considered for funding at the federal approved percentage.[1]

8. Any BOS member agency who is unable to send a voting representative to the scoring meeting may submit their scores for inclusion in the scoring process.

9. BOS shall re-evaluate these principles, priorities and procedures on an annual basis.

[1] For example, if a commuter bus reports 50% of its NTD data in UZA 2 and 50% of its NTD data in another UZA, an applicant may only request 50% of the needed funding from UZA 2's discretionary funds. Similarly, UZA 2 discretionary funds cannot be used to build/expand facilities in support of local fixed route services operating outside UZA 2, but may be used to build/expand facilities in proportion to their need to support operations within UZA 2.

SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS

The following **priorities (not in any order)** will be used to determine 15% Discretionary Capital Funds project eligibility:

- Bus Purchases
    - Replacement of existing buses that are at least 12 years old or have exceeded their life expectancy. Per SCAQMD Fleet Rule 1192, only alternative fuel vehicles which do not rely on diesel fuel may be purchased for operation within the South Coast Air Quality Management District. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative fuel technologies. Replacement buses have first priority within this category.
    - Service enhancement buses – lesser priority within this category.
- Mechanical rehabilitation of existing buses in order to extend the life of the bus for at least another 6 years.
- Bus Operation, Maintenance & Administration Facility – new or replacing existing facility at least 50 years old. Structural rehabilitation or expansion of existing facility in order to extend the life expectancy at least another 25 years; or modifications to existing facility to accommodate alternative fuel infrastructure.
- New alternative fuel or zero emission infrastructure projects (i.e. charging stations).
- Transit center projects.
- Regional farebox technology projects which adhere to FTA procurement requirements.
- Metro may be eligible to receive up to 50% of the 15% Discretionary Capital funding total upon submission of a qualifying project.

BOS Survey - Average Bus Prices for FY2027 Funds

Updates were made to the bus price survey conducted with adjustments made for recent procurements. BOS member agencies were requested to submit information on recent transit vehicle purchases (bus type, number purchased and vehicle costs including base cost, options, ADA, and taxes). The average of the total vehicle prices by vehicle type is based on the survey results, the CalACT/MBTA Purchasing Cooperative Agreement, DGS[2], recent vehicle purchases, and escalated 4.78% cost increases due to supply chain issues. Transit vehicle requests are capped using the average prices below:

Vehicle Type	Agencies	Purchases	# of Vehicles	Weighted Average	Note
Paratransit Minivan (Class D)	1	1	25	$128,239	RTA
Paratransit Cutaway, Gasoline	1	1	25	$166,754	RTA
Paratransit Cutaway CNG (Type C)	2	2	8	$209,393	VVTA
Trolley Bus Gasoline	1	1	10	$300,106	Torrance Transit
Paratransit Minivan (Electric)	1	1	1	$78,917	LADOT I.C.E.
40' CNG Bus	2	2	24	$921,896	2 Agencies
40' H2 Fuel Cell	1	1	2	$1,561,765	Torrance Transit
30’ Electric Bus	1	1	5	$964,863	City of El Monte
35’ Electric Bus	1	1	2	$1,294,109	SLO Transit
40' Electric Bus	8	8	74	$1,348,743	8 Agencies
40' Electric Double Decker	1	1	12	$1,758,000	Foothill Transit
40' Electric Commuter Bus	1	1	1	$1,097,010	LADOT I.C.E.
60’ Electric Bus	1	1	16	$2,138,681	Omnitrans

[2] DGS: California Department of General Services Zero Emission Contract

SECTION 5307 – 1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDS

While the "Fixing America's Surface Transportation Act" (FAST) ended the requirement for recipients to expend 1% of their funding for Associated Transit Improvements, BOS agrees that it is critical to remain focused on enhancing public transportation services.

The Los Angeles region is primed to grow transit ridership and is currently working to develop innovative solutions that address customer needs based on a better understanding of the changes in the region's demographics, travel options and patterns. Dedicated funding to address these changes and implement future solutions that attract customers to ride more by retaining current customers, reclaiming past customers, and recruiting new customers, is critical to the success of transit in the County.

Therefore, in Los Angeles County, Associated Transit Improvements will continue to be funded with 1% of the regional FTA 5307 funding total upon submission of a qualifying project during the competitive process. Metro may be eligible to receive up to 50% of the total allocation of 1% funds.

Project priority and eligibility for 1% Associated Transit Improvement funds are numbered by priority and include the following:

1. Bus Stop Amenities including: bus shelters and furnishings, accessibility improvements, tables, benches, trash receptacles and street lights

2. Signage, including electronic systems

3. Pedestrian access and walkways and other enhanced access to mass transportation for persons with disabilities

4. Bicycle access, including bicycle storage facilities and installing equipment for transporting bicycles on mass transportation vehicles

5. Landscaping and other scenic beautification of transit-associated facilities

6. Historic preservation, rehabilitation and operation of historic mass transportation buildings, structures and facilities (including historic bus and railroad facilities)

APPLICATION PROCEDURES

The Transit Agency Certification Form must be completed, signed by your agency's designee, and submitted along with the Project Description and Justification Forms. Each Project and Justification Forms must be sent **in ADOBE PDF format. Send separate Project PDF documents for the 15% forms and the 1% categories.**

Agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures.

The FY2027 fund allocations for FTA Section 5307 15% Capital Discretionary and 1% set aside for Associated Transit Improvements (ATI) Funds have not been released at this time. The estimated available funding will be based on the FY2026 funds of $47,132,886 and $3,173,932 respectively. These fund estimates will be adjusted when the official funding marks are made available by the time of the fund award recommendation, scheduled for March 24, 2026. Agencies shall submit projects in accordance with federal guidelines.

In order to be considered, your project proposal must be submitted via email by **5:00 PM, Wednesday, March 11, 2026.** **Any proposals received after the deadline will be deemed disqualified.** Since there is a good chance that the clocks on our Outlook systems may have minor discrepancies, it is recommended that you submit the proposal(s) about 15 minutes before 5:00 PM on the due date. Please try to limit proposals to no more than two pages while concisely addressing issues.

Please submit projects by **e-mail only** to:

John Xie
Foothill Transit
jxie@foothilltransit.org
626-931-3369

You will receive an e-mail confirmation upon receipt of your application(s).

Evaluation and Award Procedures:

A package of scoring sheets and projects from certified agencies will be emailed to BOS members on Friday, March 13, 2026. BOS members will review all of the projects, except their own, and score them according to the approved criteria prior to the March 24, 2026 BOS meeting. At the BOS meeting, all the agencies that have submitted projects will have an opportunity to provide a three-minute presentation on each project and answer any questions regarding the agency's project(s).

Each agency will submit a final score on each project. Each agency's project is compared to the other project applications, therefore, only one agency shall receive the highest overall score for the 15% and the 1% applications, and each application shall receive its own unique score for the 15% and 1% categories. After the highest and lowest scores for each project are omitted to eliminate any inconsistencies, each project will receive an average score and will be placed in rank order. In order for a project to be eligible for funding, it must score 70 points or higher.

BOS members will discuss the projects and allocate available funds based on the scoring of the principles and project priorities herein. Priority for funding shall be given in scoring order, and no one project may receive more than 50% of the associated funding pot. It may occur that projects are not funded in their entirety.

Should the project submittals exceed available funds for either the 15% Discretionary Capital Funds or 1% Associated Transit Improvement (ATI) Funds, awards will be made according to an agreed upon scoring procedure by BOS members. After all projects have been scored and funds allocated, any remaining funds available will be allocated in the following order:

1. Increase funding levels (percent of project funded) to eligible projects already funded.
2. Begin funding projects that fell below the 70% eligibility threshold.
3. Conduct a second round of applications for award.

This order will also pertain to any projects that are interrupted and will not be completed due to unforeseen reasons. Once consensus is reached among BOS members and a vote to accept the allocations is conducted, the recommended award amounts will be forwarded to the Metro Board for approval.

5307 Discretionary Application Scoring Guidelines

The 5307 Discretionary Application Process under BOS is an annual competitive procedure to award funds to the Municipal Operators for various capital transit projects. Please consider the following criteria when evaluating the projects to determine your scores for the applications.

1. ***Scoring:***
   a. Each agency's project is compared to the other project applications. *There should only be one agency who receives the highest overall score for the 15% and the 1% applications.*
   b. Each application should receive its own unique score when compared to another application in either the 15% or 1% funding categories.

2. ***Project Need***
   Rank the projects against each other comparing the vehicle ages, mileage, and lifetime of the vehicles. Consider how the agency uses its 5307 funding – i.e., vehicles, preventive maintenance, facilities, etc. Does the project meet the agency's Transit Asset Management (TAM) Plan guidelines?

3. ***Leveraging:***
   Leveraging funds describes the applicant's ability to provide a higher local match than the required 20%. Projects with a higher local contribution allow BOS the potential to fund a higher number of projects with the available funds.

4. ***Project Readiness:***
   Examples of Project Readiness may include an explanation in which plans and specifications are nearly complete or complete. For example, bus purchases may score higher if the agency has plans through a joint procurement/cooperative agreement or is on an existing bus purchase contract with options. Transit amenities projects may include an explanation that describes the progress of the plans and specifications; plans that are nearly 100% complete should score higher than projects that have completed specifications that are less than 100%. Scoring should be incrementally lower based on the status of the completion of the specifications.

5. Benefit to Transit Users
   Rank the project's contributions to transit benefits. For example: Does the project improve air quality? Does the project directly benefit users or provide an indirect benefit (such as air quality, reduces congestion, etc.) Does the project support or improve regional coordination or connections? Does the project increase transit ridership?

FTA Section 5307
15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

TRANSIT AGENCY CERTIFICATION FORM

(Please circle YES or NO for each question)

1. Is your agency a current FTA grantee? **YES** **NO**

2. Does your agency file NTD reports with the federal government? **YES** **NO**

3. Does your agency have lapsing 15% and 1% funds which are not already in obligated grants, programmed in the TIP, or in a TIP project already submitted to Metro? **YES** **NO**

4. If your agency receives full funding from other sources for the same project, do you agree to return excess funds to the "pot" for reallocation? **YES** **NO**

5. Has your agency sold or traded any transit specific funds for non-transit funds resulting in an overall loss of transit funds to the agency in the last two fiscal years? **YES** **NO**

6. If your project is a bus purchase, does your project comply with the SCAQMD Fleet Rule 1192 which is required for any transit bus operated within the LA UZA region? **YES** **NO**

AGENCY CERTIFICATION:

I certify that the above statements are true and accurate and that my agency's applications for FTA 5307 15% Discretionary Capital and/or 1% Associated Transit Improvement Funds demonstrate viable projects for which match funding has been identified.

_____

Printed Name and Title

_____ _____

Signature Date

BOS Review By: *Date:*

FY 2027 SECTION 5307
15% CAPITAL DISCRETIONARY FUND
PROJECT DESCRIPTION AND JUSTIFICATION TEMPLATE

Due by **Wednesday, March 11, 2026 at 5:00 PM** to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE: _____

PROJECT DESCRIPTION: _____

_____

PROJECT JUSTIFICATION / NEED: (45 points)

Projects requesting vehicles should minimally answer the following:

- How old is the vehicle being replaced and how many miles will it have on it at the time of replacement?
- Do they meet FTA end of life cycles?
- Were the vehicles purchased new or used? If used, how old were they at the time of purchase?
- Describe how you use your CAP 5307 funds.

Projects requesting facilities should minimally answer the following:

- How old is the facility being replaced?
- What is the size of the facility being planned?
- Describe the need for additional facility space. If requesting a fueling facility, describe the current fueling situation.
- Is the agency switching fuel paths?

PROJECT READINESS: (20 points)

- Is the project in an agency-approved SRTP? Provide TIP Project number and TIP year.
- If funding request is for vehicles, when is vehicle delivery expected?
- If funding request is for a facility: Has the facility been designed?
- Has it completed preliminary engineering?
- Has it undergone an environmental review (EIR)?
- Is there any community opposition to the project?

COST EFFECTIVENESS & LEVERAGING: (20 points)

- What other funding pots have you applied for to pay for this project? (e.g. Federal Appropriations or Call for Projects)
- How much unobligated FTA 5307 15% funds does your agency have?
- What are the plans for obligating those funds in a grant?
- What other unobligated capital funds do you have?
- How are you planning to spend those funds?
- What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. How will this project improve the regional transit network?

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

Priority # ____

ATTACHMENT B
Project Description

FY 2027 SECTION 5307
1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDING
PROJECT DESCRIPTION & JUSTIFICATION TEMPLATE

Due by **Wednesday, March 11, 2026 at 5:00 PM** to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE:_____

PROJECT DESCRIPTION: _____

_____

PROJECT JUSTIFICATION / NEED: (45 points)

- Why is the agency performing the project?
- What is the need for the project?

PROJECT READINESS: (20 points)

- Is the project in an agency-approved SRTP?
- Provide TIP Project number and TIP year.
- When is the project expected to be completed?

COST EFFECTIVENESS & LEVERAGING: (20 points)

- What other funding pots have you applied for to pay for the project?
- What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s?
- How much unobligated FTA 5307 1% funds does your agency have?
- What are the plans for obligating those funds in a grant?
- What other unobligated capital funds do you have?
- How are you planning to spend those funds?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. Include relevant connectivity to other transit systems, light rail, etc.

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

ATTACHMENT _C_

RESOLUTION NO. 26-13

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE APPLICATIONS FOR FY 2027 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUND COMPETITIVE GRANTS

RECITALS

WHEREAS, the Federal Transit Administration (FTA) has the authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the Bus Operations Subcommittee (BOS) is responsible for approving eligible projects for both Section 5307 – 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds; and

WHEREAS, the applicant will adhere to the FY 2027 Application Guidelines and submit an eligible project.

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

APPROVES THE FILING OF AN APPLICATION FOR FY 2027 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUND COMPETITIVE GRANTS

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application for federal assistance grant or cooperative agreement; and

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-13 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of March 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 21

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **ADOPT RESOLUTION NO. 26-12 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA STATE TRANSPORTATION AGENCY FOR 2026 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) CYCLE 8 GRANT TO SUPPORT THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-12 authorizing the submission of an application to the California State Transportation Agency (CalSTA) for the 2026 Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 Grant, to support the purchase of hydrogen fuel cell electric buses; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello is applying for funding under the 2026 Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 grant. Through this competitive grant opportunity, the City is requesting $15,617,650 (including a 20% non-Federal match) to purchase ten (10) hydrogen fuel cell electric buses (FCEBs). All procurement for hydrogen FCEBs will be incorporated into the City's annual budget development for subsequent fiscal years. In addition, each phase of the procurement process will be presented to the City Council for thorough review and approval to ensure transparency and accountability and adherence to the City's procurement policies.

BACKGROUND/DISCUSSION:

Recently, CalSTA released the 2026 TIRCP Cycle 8 Grant – Call for Projects, which provides competitive grant funding for transformative capital improvements that modernize transit systems, reduce greenhouse gas emissions, and increase ridership across the state (Attachment A). The TIRCP is funded through the State's Cap-and-Invest Program, formerly known as Cap-and-Trade, and Senate Bill 1 revenues, which are directed toward projects that reduce vehicle miles traveled, improve air quality, and expand sustainable transportation options.

The TIRCP was established to fund projects that significantly reduce greenhouse gas emissions while improving mobility and accessibility. The program prioritizes investments that expand and enhance transit services, deploy zero-emission technologies, improve safety, and increase integration across transit networks. Eligible projects include the acquisition of zero-emission buses and the infrastructure necessary to support their deployment, particularly where projects demonstrate increased ridership, operational efficiency, and benefits to disadvantaged and low-income communities.

In alignment with the State's climate and transportation goals, CalSTA continues to prioritize projects that support the transition to zero-emission fleets and improve system efficiency. FCEBs are recognized as a key zero-emission technology due to their ability to provide longer ranges, faster refueling, and operational flexibility comparable to traditional diesel buses. These vehicles support the State's efforts to reduce greenhouse gas emissions and improve air quality, particularly in communities disproportionately impacted by pollution.

The City operates Montebello Bus Lines (MBL) and is committed to advancing its Zero-Emission Bus (ZEB) Rollout Plan by improving the sustainability and reliability of its transit fleet. Currently, MBL operates a mixed fleet of transit buses that includes conventional and alternative fuel vehicles. However, a portion of the existing fleet has reached or is nearing the end of its 12-year useful life and must be replaced to maintain service reliability and meet regulatory requirements.

If awarded, staff will utilize these funds to purchase ten (10) hydrogen FCEBs. The acquisition of these zero-emission vehicles will significantly reduce the City's carbon footprint, improve local and regional air quality, and enhance the long-term sustainability and reliability of public transportation services. Hydrogen fuel cell technology provides a clean alternative to diesel while maintaining the high performance and range required for MBL operations.

Since this initiative directly aligns with MBL's ZEB Rollout Plan and advances the City's commitment to sustainable electrification and innovative transit technology, staff recommend that the City Council adopt Resolution No. 26-12 (Attachment B). This resolution authorizes the City to apply for these grant funds and continue to provide safe and efficient public transportation services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 26-12, authorizing the submission of an application to CalSTA for the 2026 TIRCP Cycle 8 Grant, to support the purchase of hydrogen FCEBs; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – 2026 TIRCP Guidelines
2. Attachment B – Resolution No. 26-12

2026 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FINAL GUIDELINES

February 23, 2026

CalSTA
CALIFORNIA STATE TRANSPORTATION AGENCY

TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM

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1 Authority and Purpose

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle. In 2025, California Governor Gavin Newsom signed SB 840 (Chapter 121, Statutes of 2025) into law, extending the State's cap-and-trade program until January 1, 2046 and renaming it "Cap-and-Invest."

Section 75224 of the PRC requires the California State Transportation Agency (CalSTA) to approve a new five-year Program of Projects not later than April 1 of every even year. The 2026 TIRCP grant cycle will program projects starting with the 2026-27 fiscal year and ending with the 2030-31 fiscal year. The new program cycle will include previously awarded and active projects that have not been fully allocated by the end of the 2025-26 fiscal year. The GGRF and SB 1 continue to provide substantial funding available to be programmed toward new projects in the TIRCP. While funding estimates for the program are considered reasonable as of the date of the guidelines, GGRF funds are subject to impacts from market forces and auction proceeds.

These guidelines describe the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of TIRCP. The guidelines were developed in consultation with the California Air Resources Board (CARB), the California Transportation Commission (Commission), the Department of Transportation (Caltrans), and the Strategic Growth Council (SGC), and will be further informed by input received through workshops, public comments, and written responses.

In addition, AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate General Fund to the TIRCP over the next two fiscal years as well as GGRF funding and Public Transportation Account (PTA) funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). These funds are addressed separately in the Budget Act of 2023 SB 125 Formula-Based TIRCP and Zero Emission Transit Capital Program Guidelines released in September 2023 on the SB 125 Transit Program website. Further, AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget of Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. Please reference the SB 125 Transit Program Website for updated information.

The SB 125 Transit Program Website can be found at: https://calsta.ca.gov/subject-areas/sb125-transit-program.

2 Background

AB 32 (Chapter 488, Statutes of 2006), the Global Warming Solutions Act of 2006, AB 32 created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gas emissions to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. SB 32 (Chapter 249, Statutes of 2016) established a climate goal for California to reduce greenhouse gases to 40 percent below 1990 levels by 2030.

The Cap-and-Trade Program—now referred to as the Cap-and-Invest program—a key element in California's Climate Change Scoping Plan, implements measures to achieve greenhouse gas reduction goals. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas

emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions. In 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Chapter 807, Statutes of 2012), SB 535 (Chapter 830, Statutes of 2012), and SB 1018 (Chapter 39, Statutes of 2012), that established the GGRF to receive the State's portions of proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. Subsequent legislation, AB 1550 (Chapter 369, Statutes of 2016), modified requirements for expenditures from the GGRF relative to disadvantaged communities and low-income communities and households. State law requires that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions. In addition, Transit and Intercity Rail Capital Program expenditures must comply with the requirements contained in SB 862 and SB 9, which provide statutory direction for the program.

In 2025, California Governor Gavin Newsom signed SB 840 into law, extending the State's cap-and trade program until January 1, 2046 and renaming it "Cap-and-Invest." The statute directs an amount of the revenues deposited into the GGRF to individual funds dedicated to funding clean transportation, housing and community investment, clean air and water, wildfire prevention and resilience, agriculture, clean energy, and climate-focused innovation. The statute provides a continuous appropriation to TIRCP through 2045.

In 2019 and 2020, Governor Newsom signed two executive orders—E.O. N-19-19 and E.O. N-79-20—both of which empower CalSTA to leverage discretionary state transportation funds to reduce transportation-related Greenhouse Gas (GHG) emissions and to adapt to climate change. E.O. N-79-20 set a deadline of July 15, 2021 for CalSTA to identify specific near-term actions and investment strategies to combat and prepare for climate change, which resulted in the creation of the Climate Action Plan for Transportation Infrastructure (CAPTI).

The Climate Action Plan for Transportation Infrastructure (CAPTI) was developed by CalSTA through a robust stakeholder engagement process and was adopted on July 12, 2021. CAPTI 2.0, which provided an update to the original framework, was adopted in January 2025. CAPTI established a set of guiding principles which serve as a framework for state discretionary transportation investment, and also includes a suite of implementation strategies and actions meant to align transportation infrastructure investments with the overall investment framework. TIRCP is closely linked to CAPTI and serves as a means by which to implement the higher-level policy developed in the plan. The TIRCP Guidelines include updates that work to implement actions listed in CAPTI, particularly Actions S2.1, S2.3, and S7.1. Together, these actions help TIRCP support California Integrated Travel Project (Cal-ITP) implementation, support deployment of ZEV fleets, and better support Pro-Housing policies.

- **S2.1 Implement the California Integrated Travel Project (Cal-ITP):**

  Caltrans provides transit providers a simple and less expensive process to implement contactless payment, benefit eligibility verification, transit scheduling, and production of Real Time General Transit Feed Specification data via the California Mobility Marketplace (camobilitymarketplace.org). Cal-ITP prioritized Automated Passenger Counting, Transit Signal Priority and Charge Management products next in its product pipeline and will make those products available when ready. Caltrans provides technical assistance and support to transit operators as needed to implement these products and services in their service areas.

- **S2.3 Accelerate TIRCP Cycles to Support Transit Recovery with Deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements:**

  In collaboration with CARB, CalSTA will develop a new Clean Fleet and Facilities Network Improvement project category in the TIRCP to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with ZEVs, while also working with local

agencies to improve network efficiency and integration. CalSTA will also offer expanded technical assistance prior to application to support agencies of every size throughout the state.

- **S7.1 Leverage Transportation Investments to Incentivize Infill Housing Production:**

  CalSTA will work to use transportation funding to reduce VMT by incentivizing infill residential development and densities appropriate and feasible as allowed by law. Building on the "Pro-Housing" Standard developed by the Department of Housing and Community Development (HCD), competitive funding programs will explore adopting incentives for local policies that tend to support location-efficient and mixed-use housing production, while considering the needs of rural, suburban, and urban jurisdictions and how appropriate policies may differ among those areas. Such local policies may include Housing Element compliance, by-right (nondiscretionary) approval processes for multifamily residential and mixed-use development, zoning to allow for residential and mixed-use developments in non-residential zones, reduced parking requirements for residential development, or expanded density bonuses that exceed state density bonus law. Initially, transportation programs with a statutory linkage or scoring criteria tied to land use efficiency or GHG reductions could adopt these incentives as competitive scoring criteria and enhanced guidance to facilitate interjurisdictional coordination between project proponents and local planning departments. Using the "Pro-Housing" Standard as a framework will allow for statewide applicability and ample flexibility in approaches to meet any new criteria

Furthermore, Caltrans developed the Caltrans Investment Strategy (CSIS) in response to CAPTI, which serves as the Department's investment framework for discretionary funding and evaluates a given project's alignment to CAPTI. Although CSIS will not serve as an official evaluation criterion for TIRCP Cycle 8, CalSTA intends to implement the CSIS framework beginning in Cycle 9, following a robust public engagement process.

More information on CAPTI can be found at: https://calsta.ca.gov/subject-areas/climate-action-plan

3 Objectives

TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and microtransit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:

1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transit safety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring that 35 percent of the investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550.

Taken as a whole, the increases in transit system ridership and integrations as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system for communities. Investments are expected to position California to lead in the

deployment of cutting-edge and zero-emission technologies; test innovative strategies and new approaches to reducing transportation-related fatalities; provide important new capacity in corridors that support growth in jobs and housing; and expand multimodal transportation access and options for all Californians everywhere in California.

4 Pre-Application and Post-Award Technical Assistance

Caltrans, in collaboration with CalSTA, will offer expanded technical assistance prior to application to support agencies of every size throughout California, including assistance in identifying critical elements, documenting increased ridership across the project and the network it serves for agencies pursuing zero emission vehicle purchases. The Caltrans Division of Data and Digital Services can provide supplementary ridership modeling technical assistance for other projects as well as technical assistance gathering requirements for open payments, Real Time schedule information and other passenger-facing technology implementations.

Once awards are publicly announced, the Caltrans Division of Local Assistance (DLA) Office of Project Development, Management and Delivery will lead grant management of the selected projects, with assistance from the Division of Rail Office of Rail Planning and Implementation to ensure alignment of project scope with the project award. DLA may also coordinate with the Caltrans Office of Equity and Tribal Affairs to ensure integration of efforts to deliver Priority Population benefits in the approved project scope and subsequent programming documents.

Applicant Support Pilot

In order to better understand and address barriers for agencies applying to TIRCP, Caltrans is piloting a support program this cycle to encourage a select group of underrepresented agencies to participate in the TIRCP application process This initiative supports TIRCP's commitment to expand and improve transit service to increase ridership across transit agencies of all sizes and experience levels.

Selection prioritizes agencies historically underrepresented in TIRCP, including those that have not previously been awarded funding as a primary applicant, first-time applicants, and agencies serving rural or underserved regions, while maintaining geographic balance across the state.

Participants receive support that may include, but is not limited to:

- Targeted guidance on requirements, timelines, and resources
- Optional check-ins to address questions
- Guidance provided to agencies participating in this pilot will focus on helping navigate the process and connecting agencies to appropriate resources.

This effort complements—but does not replace—existing TIRCP resources available to all applicants, including workshops, pre-consultation meetings, and published guidance. Participation in the pilot is not required to submit a competitive application and does not affect application scoring. All applications are evaluated using the same competitive criteria. This is a pilot. Insights will inform how we support applicants in future cycles, with the goal of expanding effective practices statewide.

5 Funding

TIRCP receives a portion of the Transportation Improvement Fee revenues established by SB 1 and a continuous appropriation from the quarterly Cap-and-Invest auction proceeds deposited in the GGRF, plus any budget allocations provided by enacted budget bills.

The TIRCP fund estimate, award fund and the adopted program for TIRCP will be based on anticipated revenue through 2030-31 (as specified in the call for projects, subject to update prior to program

adoption). Section 75224(d) of the PRC authorizes CalSTA to enter into a multiyear funding agreement with eligible applicants for any duration. CalSTA may use this authority to program funds for a project that would depend on funds received subsequent to the five-year program, primarily intended for projects that have long construction timelines that extend beyond the 2030-31 fiscal year. The goal of such a plan is to allow a project with construction over multiple years to have a commitment of funds programmed over multiple years in order to enter into necessary contracts for construction.

In addition, AB 102 (Chapter 38, Statutes of 2023) and SB 125 (Chapter 54, Statutes of 2023) amended the Budget Act of 2023 to appropriate $4,000,000,000 of General Funds to TIRCP over the next two fiscal years as well as $910,000,000 of GGRF funding and $190,000,000 of PTA funding over the next four fiscal years to establish the Zero-Emission Transit Capital Program (ZETCP). AB 173 (Chapter 53, Statutes of 2024), SB 108 (Chapter 35, Statutes of 2024), and SB 109 (Chapter 36, Statutes of 2024) amended the Budget Act of 2024 to make adjustments to the timing of the availability of funds for both the TIRCP and the ZETCP. These funds are addressed separately in the Budget Act of 2024 SB 125 Formula-Based TIRCP and Zero Emission Transit Capital Program ZETCP Guidelines released in January 2025 on the SB 125 Transit Program website.

As provided in statute, CalSTA may revise its approved Program of Projects and/or Program Allocation Plan as necessary, including deletion or delay of projects based on a shortfall of funding or lack of project progress. The Program Allocation Plan will reflect planned multi-year funding amounts for any projects or project elements expected to receive their funding over more than one year, and may be adjusted at any time to address project or program needs and to align allocations with revenues.

All funding awarded in the TIRCP program will be for new projects. Projects that received a previous TIRCP award but have experienced cost increases are not eligible to apply for additional funding for the same previously awarded scope of work.

6 Schedule

2026 TIRCP Cycle 8 Draft Schedule	
Release Draft 2026 Cycle 8 Guidelines	January 9, 2026
Guidelines Workshops (Virtual) • Workshop 1 (focused on Northern California) • Workshop 2 (focused on Southern California)	February 12, 2026
Closing Date for Comments on Draft Guidelines *	February 18, 2026
CalSTA Publishes 2026 Cycle 8 Guidelines	February 23, 2026
Call for Projects	February 23, 2026
Optional, time-limited, focused virtual meetings for applicants to discuss project concepts and quantifications (will be scheduled by request.)	March 2, 2026 - March 13, 2026
Project Applications Due	May 18, 2026
CalSTA Anticipated Award Announcement will be no later than	September 18, 2026
**Comments can be submitted to: tircpcomments@dot.ca.gov*	

7 Eligible Applicants

Eligible applicants must be public agencies, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and

associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute.

An applicant assumes responsibility and accountability for the use and expenditure of allocated funds. Applicants must comply with all relevant federal and state laws, regulations, policies, and procedures. Private companies may partner with eligible applicants to propose and deliver projects, but are not eligible themselves.

8 Eligible Projects

Eligible applicants may submit project applications individually or as part of a joint application. In order to be eligible for funding under this program, a project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the CARB quantification methodology and it must also demonstrate an increase in ridership.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:

1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, increase integration, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
    a. Integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
    b. Projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
    c. Related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment, such as transit route and scheduling integration (or coordination)
    d. Other multimodal and service integration initiatives, including active transportation and other access investments which increase transit and rail ridership and reduce greenhouse gas emissions
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transit services operated as public transit and first-/last-mile solutions both on and off the State Highway system), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component of implementing transit effectiveness studies that will contribute to restructured and enhanced service.

CalSTA intends to fund a small number of transformative projects that will significantly reduce vehicle miles traveled, congestion, and greenhouse gas emissions by: (1) creating a new transit system (2) increasing the capacity of an existing transit system, or (3) otherwise significantly increasing the ridership of a transit system. Significant change will be measured both in percentage terms (percent increase compared to the existing system or corridor) and in total quantity terms (increase in number of riders and passenger miles per day). Benefits from the proposed project may accrue from ridership generated on more than one

transit system or corridor due to integration, and such benefits may be counted as long as the connected system(s) or corridor has sufficient capacity to carry the increased passenger demand.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor. However, they should be included in an application for a project that increases passenger rail ridership.

The awarded projects may include, for example, both lower-cost projects focused on integration, reliability and enhancement of service, and higher-cost capital expansion projects. In addition, CalSTA seeks projects that link housing with key destinations and that improve accessibility to economic opportunities. CalSTA may also make some funding available for demonstration projects that are smaller-scale efforts with great potential to be expanded. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, or implementing real time alerts on Google Maps and Apple Maps, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved,
expanded and/or restructured service designed to cost-effectively increase ridership. Research, development and testing of emerging technologies are eligible components of project applications.

Clean fleet, facility and network improvement projects that support agencies replacing aging vehicle fleets with Zero Emission Vehicles (ZEVs), and associated hydrogen fueling or charging infrastructure or facility modifications, may also be eligible for TIRCP funding even if not increasing the number of vehicles in the transit agency fleet. Such projects will generally qualify through various efforts that (1) improve network efficiency with transit priority investments that allow savings in vehicle hours operated to be redeployed into increased service on the same or other routes, (2) implement improvements to payments systems that are designed to increase ridership, including implementation of contactless open payment, traveler information through GTFS-Real Time (GTFS-RT),and other services available through Cal-ITP, and/or (3) improve integration with other corridors and/or operators through service restructuring designed to increase network ridership via improved scheduling, schedule coordination or ITS practices. Technical assistance on modeling these efforts is available from Caltrans. Smaller and/or rural agencies that may have difficulty transitioning to electrified fleets without additional support are encouraged to apply and seek technical assistance during the consultation periods highlighted in the project schedule, recognizing that many such agencies have not previously applied to the program. ZEV leases are eligible for TIRCP funding, but benefits modeled must match the duration of the lease.

Addressing the integration of rail and transit referenced in the TIRCP objectives and described in the eligible projects will require attention to network integration amongst rail and transit services. Improving integration will improve connectivity and the seamlessness of the travel experience for users by eliminating points of friction during a public transportation journey, and as a result increase ridership across multiple corridors and/or systems. These points of friction come in many forms, including but not limited to a lack of universal GTFS trip-planning information in real time, poor service design and uncoordinated schedules, incompatible fare and ticketing policies and systems between agencies, and unsafe and inconvenient physical connections between modes. Examples of types of network integration projects include:

- Contactless open payment systems, digital transit discount eligibility verification and real-time traveler information through GTFS to improve system integration and rider connectivity. Open, pre-competed, opt-in contracts for implementation along with technical assistance can be found at https://camobilitymarketplace.com
- Coordinated schedule and timetable planning between agencies to reduce transfer wait times and improve the seamlessness of the travel experience, and the capital projects necessary to improve such coordination and operations; Caltrans Data and Digital Services can provide technical assistance along with access to the Remix scheduling and service planning software for eligible agencies. Contact hello@calitp.org.
- Integrated station design to accommodate existing and planned services and their service expansions, and capital projects necessary to invest in hubs at such stations;

- Planning to determine opportunities to co-locate maintenance and yard facilities, as needed, and capital projects to invest in such facilities;
- Service and infrastructure needs analysis to determine the feasibility of new or expanded systems that better integrate service, and the capital investment necessary to implement such services;
- Station or stop area and transit facility improvements to facilitate better land uses and access by active or shared mobility modes, as well as to enhance customer safety and comfort.

Network integration planning and system development planning can be components in the application with their own scope, schedule and budget, but they must relate to the overall capital project being proposed (including identifying ways to improve the benefits realized by the project upon implementation or through identifying additional capital investments that could be funded in later phases to enhance network and system benefits). Where relevant, it should demonstrate support of the integration vision laid out in the 2024 California State Rail Plan. CalSTA may elect to include network integration technical assistance and/or additional funding as part of a TIRCP award if it is determined that there is a need not adequately addressed by the applicant, especially if integration can be improved with regards to adjacent state-funded capital projects or state-funded rail operations. CalSTA and Caltrans may provide technical assistance to ensure that TIRCP program and statewide goals and priorities are being addressed through the work.

Applicants are also encouraged to identify phases or priorities within each project application, if applicable, so that available resources may be awarded to a phase or priority if the full project cannot be funded. Many applicants have found it more helpful to submit a single application that describes a programmatic set of inter-related projects rather than submitting multiple applications. Phasing and priority-setting within such a programmatic application can then be clearly identified, but the narrative describing the goals and outcomes can be shared.

Applicants submitting a high-dollar, single application with no scalability or separable project elements may increase the risk of having an uncompetitive project application. At the same time, applicants are advised to submit projects that are scalable where practical. In the event that available program resources expand or contract prior to the completion of the programming cycle, CalSTA may revise the funding available for the programming cycle.

There is not a set limit on the amount of funding that a project can be awarded, but geographic equity requirements for the program play a practical role in limiting the amount a given applicant and project could expect. Geographic equity is considered within each cycle of funding, as well as with consideration given to the degree to which the geography in question has been underrepresented in past cycles.

While there is no minimum match requirement for this funding source, funding leverage is desirable and will be considered in the evaluation of expected project benefits. In particular, emphasis will be placed on projects that:

- Leverage funding from other GGRF programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities and Transformative Climate Communities Programs, or CARB's Low Carbon Transportation funding program (including the Hybrid and Zero-Emission Truck and Bus Voucher Program (HVIP)), along with SB125 TIRCP formula and Zero Emission Transit Capital Program.
- Leverage funding from SB1 sources (including formula program sources)
- Leverage funding from other federal, state, local, regional, or private sources (including potential local transportation funding measures, as further detailed in Section 12)

Consideration will be given as to those sources that are discretionary (including competitive and noncompetitive funding sources) compared to those that are non-discretionary. A recipient of money under the program may combine funding from the program with other state funding (if allowed), including, but not limited to, the State Transportation Improvement Program, the Low Carbon Transit Operations Program, clean vehicle programs, and state transportation bond funds.

Applicants must also identify if their project benefits intercity rail service and is included within one of the

selected corridors in California participating in the Federal Railroad Administration (FRA) Corridor Identification and Development Program (CIDP).

If a project is awarded funds, all funds identified as committed to the project may be required as a funding match at the time of project selection and, based on the matching percentage identified at the time of selection, a pro-rata reimbursement agreement (or other suitable agreement) may be established to ensure project savings are returned proportionally. Project completion savings are returned proportionally except when an agency has committed additional funds to the project to fund a cost increase. In such instances, savings at project completion may be returned to other fund types first, until proportions match those at programming. If capital assets are removed from service before the end of their useful life, pro-rata repayment of grant funds may be required.

Redeployment of capital assets to achieve similar, or greater, benefits more effectively may be permitted, but must be documented (with documentation including a detailed justification of the requested redeployment) by the grantee and approved in advance by CalSTA. For example, once a project is operational, and after monitoring service performance and determining that it was not performing as expected, redeploying bus service to achieve greater greenhouse gas reductions or better serve priority populations based on current needs may be permitted.

If an implementing agency receives funding for a project that is to be completed with other funds (for example, a project which receives funds for plans, specifications, and estimates from the TIRCP but which will receive local measure funding for construction), that agency is required to complete the project as proposed and approved. If the project is not completed and put into service as awarded, the agency may be required to fully or partially repay funds from the TIRCP commensurate with the failure to complete the project and deliver anticipated reductions in greenhouse gas emissions.

If a project application was only partially awarded in a previous cycle, applicants may request additional funds for the unawarded components in a future funding cycle. However, applicants may not request additional funds for the same previously awarded project components based on cost escalation or loss of a matching funding source. Such projects may reapply in a future cycle with a revised financial plan but are subject to new ratings relevant to the current application cycle, and may or may not succeed in receiving a funding award.

Agencies may apply to TIRCP Cycle 8 or later for projects that use SB 125 resources for new projects, either to complete project funding or to expand project scope; SB 125 funding will be counted as matching funds in future TIRCP discretionary grant applications.

Prior to the project application due date, CalSTA invites interested eligible applicants to optional meetings (as outlined in the calendar section of the document) to discuss proposed project concepts, quantifications and benefits to priority populations, in order to clarify program requirements.

9 Project Applications

Applications must be submitted in accordance with the Call for Projects.

Applications will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each project application must include a signed cover letter, with signature authorizing and approving the application.

The project application shall include:

1. Project title, which should be a brief non-technical description of the project type, scope, and location. Description should include the useful life of the investment and its independent utility.
2. Project priority – if agency is submitting multiple applications, explain the prioritization, including any state, regional or local planning efforts that support the ranking. If agency is not submitting multiple

applications, this must be stated.

3. Project purpose and need.
4. Project scope.
5. Project Location – provide a map for each of the following:
   A. Project location denoting the project site. Provide a KML/KMZ file for the project with only the transit route/project location represented by lines and stops represented by points as applicable. Additional layers such as County Boundaries or Points of Interest should not be included in these location files.
   - Project location (lat/long) denoting disadvantaged communities, low-income communities, and/or low-income households that will directly benefit from the project (Attachment 1, CCI Funding Guidelines).
   - Where applicable, rail planning and infrastructure data should be submitted using the railML (ISO/TS 4398) standard. railML provides a single, interoperable framework for railway data management and exchange. Benefits include improved coordination across agencies, enhanced data quality, reduced duplication, alignment with international standards, and readiness for digital twin and asset management systems.

   B. Greenhouse gas reducing features such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. If available, consider including the following information on maps related to the project, as these will help in evaluating many of the secondary evaluation criteria:
      - Land use diversity/mix of land uses specified on the map.
      - In addition to showing where housing exists, provide information on housing density *and* planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.
      - In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.
      - Current neighborhood walkability (e.g., see Affordable Housing and Sustainable Communities Program (AHSC) guidelines for sources of walkability data).
      - Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project).

   A web-based data intake and mapping form will be circulated with the call for projects to collect the above data, including all required spatial data.
6. Project costs.

   Documentation of the basis for the costs, benefits and schedules must be cited in the project application and additional detail made available upon request. The application should identify:

   A. Cost estimates escalated to the year of proposed delivery, including identification of the amount of funding used for project management as budgeted for the agency or agencies involved. Only cost estimates approved by the Chief Executive Officer or other authorized officer of the implementing agency should be used.
   B. The amount and source of funds committed to the project (including funding for initial operating costs). A funding commitment is defined in Section 12 of this document.
   C. Include a statement of the likeliness of cost increases to the project and details to cover shortfalls in the event of cost increases.

D. The amount of TIRCP funds requested. TIRCP funds cannot be used to supplant other committed funds.

E. If applying for Network Integration as a separate component, please specifically indicate the costs.

F. Description of funding sources committed to the project and approach to ensuring ongoing operating and maintenance costs of the project are funded. All applicants must demonstrate the ability to absorb any cost overruns and deliver the proposed project with no additional funding from this program beyond that provided in initial grant or cooperative agreement, and to fund operating costs associated with the project.

7. Project schedule including benefits reporting, the project's current status and the completion dates of all major delivery milestones.

8. Project benefits:
   A. A clear demonstration of the expected GHG reduction benefits, other co-benefits, and the proposed metrics for tracking and reporting on those benefits consistent with the CARB's Funding Guidelines and supplemental guidelines, as described in Attachments 1-3.
   B. The description of project benefits that address all Primary and Secondary Evaluation Criteria listed below under Project Selection Process (Section 10), indicating that a category is not applicable, or no benefits are expected when that is the case.
   C. When investment of TIRCP is proposed to improve private infrastructure, an assessment of public and private benefits to show that the share of public benefit is commensurate with the share of public funding.
   D. Identify and provide documentation to all studies or planning documents relevant to the proposed project. If the documents are available online, provide accessible links. If they are not available online, they should be attached to the submission.

9. If applicable, please make sure the scope and budget reflect the resources for:
   - Employment and workforce development and training benefits to the community, particularly to priority populations. This explanation should be accompanied by a Community Workforce Agreement, Project Labor Agreement, or some other agreement made between the applying agency and unions, community-based organizations, or other partners. If such activities are being conducted as part of the project, budget and scope elements should reflect the level of effort anticipated.
   - Activities that address community engagement may include, but are not limited to, public workshops/meetings, door-to-door canvassing, house meetings, established website and/or social media efforts, surveys, focus groups, subcontracts with community-based organizations to conduct outreach, allocation of staff or contractor positions focused on community engagement, and advisory bodies or other shared decision-making bodies.

10. Address the ability to gather and analyze new datasets for public use and benefit as an outcome of the project.

11. Description of how the project will assist in meeting or exceeding the California Minimum GTFS Guidelines, and address any identified assessment deficiencies, if applicable. The guidelines may be found at: https://dot.ca.gov/cal-itp/california-transit-data-guidelines

12. If the project priorities were developed through the collaboration of two or more rail or transit operators, any memoranda of understanding or agreements between the operators involved.

13. Each application must include an Electronic Project Programming Request (ePPR) Form that can be generated at https://calsmart.dot.ca.gov and choosing 'Other' funds option on the general information page. A users guide for generating the ePPR can be found on the Caltrans Office of Capital Improvement Programming intranet set at: https://dot.ca.gov/programs/financial-programming/office-of-capital-improvement-programming-ocip

    For further help with ePPRs, please email: eppr@dot.ca.gov.

Each Project Programming Request must list Federal, State, and local funding categories by fiscal year. If the project is a scope addition to a project programmed in an earlier TIRCP cycle the revised PPR must not show supplanting of previously committed non-TIRCP funds.

A. An eligible applicant may submit an application to fund and manage a project over multiple fiscal years. The full cost of each project component must be listed in the state fiscal year in which the particular project component needs to receive a Commission TIRCP allocation. For environmental studies and permits, costs should be listed in the fiscal year during which environmental studies will begin. Costs for the preparation of plans, specifications and estimates should be listed in the fiscal year during which this work will begin. Right of way costs should be listed in the fiscal year(s) during which each right of way acquisition (including utility relocation) contract will first be executed. Construction costs should be programmed in the fiscal year during which each construction contract needs to receive a Commission TIRCP allocation to be advertised, and if an agency can receive TIRCP construction reimbursements over multiple fiscal years to fund a contract of extended duration, the application should list the amounts by fiscal year over which construction funding is required to meet expected contract requirements.

B. If a project is expected to require multiple contracts for any stage of project development (often the case for multi-component projects), each contract should be listed separately with its respective funding requirements (to the extent known at the time of application), so that Commission TIRCP allocations may be sought in the programming year close to the specific contract need and funding allocations are put to timely use. If not known at the time of application, this information will be sought 12 months prior to Commission allocation so that the project and its various components can be properly programmed in the CalSTA Program Allocation Plan.

C. Applicants are encouraged to submit a narrative explanation or supplement to the PPR to reflect the proposed contracting approach and describing the ability of the project to receive funds on alternative allocation schedules. If a project has a special cash flow consideration that would benefit from TIRCP funds being available at a particular time, please describe this in the application.

D. Applicant must disclose if they're a Federal Transit Agency (FTA) grantee directly or as a subrecipient though Caltrans, or not, and are encouraged to include any FTA funding used as match if they are.

E. Finally, if a project is only requesting funds for a particular phase of the proposed project, such as a construction contract expected to be awarded in a specific year of the program, identify the prior phases and the funding associated with them.

F. Those projects that are requesting TIRCP funds to complete the project's funding package (when combined with already committed other funds) will clearly communicate the acceleration in project delivery possible due to receipt of TIRCP funding even if the project may ultimately have been advanced with future local and state resources at a later date. Highly rated projects will articulate and quantify, where possible, the benefits of such acceleration as part of the project application.

14. Letters of support for project implementation, including letters from:

A. Project partners essential to project implementation, such as host railroads or facility owners. If TIRCP funds are to be used at a later stage of project implementation (such as construction), and an agency is able to commit to delivering the project goals with no additional TIRCP funding (supplementing, if necessary, from non-TIRCP sources), letters of support may indicate overall support for the project as described in the application and willingness to engage in best efforts to achieve a formal agreement for the construction elements of the project that will still require a future stakeholder agreement. Commission allocation of awarded TIRCP funding for such future construction will be conditioned on such agreements being finalized and the project being

implemented in a manner consistent with the original application.

A Metropolitan Planning Organization (MPO), indicating that the project is consistent with an adopted Sustainable Communities Strategy, or in non-MPO regions, a regional plan to reduce GHG emissions and/or vehicle miles travelled (VMT). (It is not necessary to establish project eligibility for an MPO to indicate its specific support for the project.)

B. Regional agency or agencies.

C. Members of the community, including representatives of impacted disadvantaged or low- income communities. Letters from community organizations stating their recognition of benefits from the project are encouraged.

D. Additional stakeholders relevant to the proposed project.

15. Description of project elements that are separable or scalable based on available funding, if applicable, while still maintaining independent utility. For example, if an application is for improving services on three routes, each route may be separately described and prioritized so that the highest-priority portion of the application could be funded if resources are not sufficient for full project funding. If some or all of the project is already programmed using state or federal funds, the application must clearly explain if and how the scope of the project has changed since the most recent state or federal programming action, including an explanation of any differences in assumed federal funding level compared to the most recent Capital Investment Grant report or summary (if applicable). If the project is not scalable or separable, the applicant should provide background detailing why it is not practical for it to be phased or scaled.

Documentation of the basis for the costs, benefits, and schedules must be included in the project application and additional detail made available upon request. CalSTA will post basic project application information from all applications on its website prior to awarding funding. After projects are selected, CalSTA will post the status of all project applications to its website.

CalSTA encourages project applicants to carefully consider how to track the status and benefits of the proposed project, including having project budgets that allow for an appropriate level of before and after data collection and analysis (e.g., greenhouse gas reductions, diesel particulate matter reductions, increased transit service for disadvantaged community residents, etc.). This tracking could take the form of customer surveys made before and after the proposed project, specific data analysis before and after the project, or other efforts. Since this is an ongoing funding program of the state, developing lessons learned and good supporting data are critical to future program effectiveness.

For project applicants that have recently submitted an application for Cycle7 traditional funding for a project that didn't receive funding or received only partial funding, the application requirements are unchanged. All or much of the prior application may be utilized for resubmission. Reference may be made to past application materials, including letters of support, and if they are unchanged, do not need to be updated.

10 Project Evaluation

Applications will receive an initial screening for completeness and eligibility. Incomplete or ineligible applications will not be evaluated.

10.1 Primary Evaluation Criteria

Projects will be selected through a competitive process. The primary evaluation will be based on how well a project meets the objectives of the program, as further expanded upon by the grant evaluation considerations in statute:

1. **Reduce greenhouse gas (GHG) emissions.** CARB has developed a quantification methodology for estimating greenhouse gas reductions and other co-benefits that may occur as a result of project implementation (see Attachment 2). The inputs and assumptions behind these calculations must be

thoroughly documented as part of the application. Applicants should present project elements that are scalable or separable in a manner that allows the greenhouse gas emission reductions of each element to be understood. Total cost per metric ton of carbon dioxide equivalents ($MTCO_2e$) reduction and Transit and Intercity Capital Program funding per $MTCO_2e$ reduction will be primary elements of the evaluation for project selection. Applicants must quantify greenhouse gas reductions (see Attachment 2) and submit reporting information in accordance with the CARB's Funding Guidelines (see Attachment 1). Highly rated projects will exhibit a low cost per ton of $MTCO_2e$ reduction and will have strong documentation of the ridership and passenger mile impacts of the project.

Competitive projects will have greenhouse gas reducing features such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. Requirements for these components are outlined in 10.2.2.

2. **Increase ridership through expanded and improved rail and transit service (including connectivity to rail services through expanded and improved transit and/or feeder bus services, or by improving the rider experience through Real Time GTFS travel information and contactless open payments (such as through Cal-ITP)).** Expanding service and improved connectivity includes construction of new rail and transit infrastructure and facilities. Documentation of the assumptions and approach to estimating ridership changes is a critical component of evaluating greenhouse gas emission reductions. Highly rated projects will have significant ridership impacts relative to the project cost and well documented methodologies for establishing ridership forecasts. Projects must document the degree to which ridership growth expected over the life of the project is supported by housing policies that will support such growth, including evidence of compliance with state-required housing plans (such as an Adopted Housing Element), and may include a designation of the community as Prohousing, as determined by the Department of Housing and Community Development's Prohousing Designation Program. If multiple operators benefit from or are impacted by a project, highly rated projects will document specific ridership results specific to each operator, including any reductions impacting other operators. Recognizing that transit-supportive land use decisions are a key influencing factor of ridership, projects may capture additional ridership from entitled housing projects within a half mile of transit stations that are expected to be delivered within required project outcome reporting period, even if such delivery is following project completion. Investments in traveler information and payment systems that are part of the application should also be evaluated for their impact on project-level and/or system-wide ridership.

   Additioinally, each project will undergo an Access to Destinations analysis, which will be performed by Caltrans staff. This analysis will quantify the change in access to jobs and non-work destinations attributable to the project. Typically, transit projects increase access to destinations by creating new service and/or increasing existing service through faster travel times and increased service frequency. Access to Destinations analysis also accounts for surrounding land uses and first/last miles access, so projects that complement infill housing or transit oriented development and invest in first/last mile access improvements can deliver greater access benefits.

3. **Integrate the services of the state's various rail and transit operations, including integration with the high-speed rail system, and the associated integration of services between agencies to support network-wide connectivity.** Improving integration will improve connectivity and the seamlessness of the travel experience or users by eliminating points of friction during a public transportation journey. Highly rated projects will identify and address through service design and/or capital project design the opportunities to integrate services across multiple systems or corridors, where possible. This should include efforts such as GTFS-RT, contactless open payments and digital transit benefit eligibility verification. In addition, the coordination of project development and delivery efforts in a regional and megaregional context to support an integrated, statewide rail and transit network will be considered.

This should be articulated in the context of network integration and those agencies applying specifically for network integration funds or projects will be evaluated on their ability to describe the process for delivering an integrated project and its associated benefits.

4. **Improve safety.** Projects that include specific measures to address safety for users or non-users of the transit or rail service should specifically note such project elements and the funding related to them. If the specific nature of safety-related projects components is still being determined in collaboration with local agencies and input from communities, applicants may discuss the broad location and types of investments being planned. Such improvements may include grade separations, improved crossing protection at railroad crossings, or elements in transit stations that reduce the likelihood of pedestrian fatalities and injuries, among other safety elements. Such safety elements may also include elements that increase the safety of disadvantaged and/or vulnerable populations, including safer circulation for the elderly, mobility impaired, very young, and the vision impaired. Highly rated projects will have significant project element related to safety and will not leave major safety considerations unaddressed.

10.2 Secondary Evaluation Criteria

Highly rated projects will address and score highly on multiple secondary evaluation criteria, with clear documentation of claimed benefits. Clear documentation will include data related to evaluating the claimed benefits to the extent available.

Projects will also be evaluated based on the following criteria:

1. If/how much projects contribute to the reduction of vehicle miles traveled and GHGs that is not quantitively captured in CARB's Quantification Methodology (QM) discussed in Section 10.1.1, and conveyed per #1 and #2 of the Primary Evaluation criteria. Applicants are encouraged to provide a narrative describing the VMT or GHG reduction this project would support that are outside of the QM.
2. If/how much the project facilitates the location of additional employment and/or housing in the transit stop or station area (e.g., within ½-mile of the transit station or stop that will be affected by the project and the resulting low-carbon impact of such location efficiency on statewide GHG emissions relative to the status quo). This can be accomplished by using project funding to make station areas and neighborhoods walkable, bikeable, and well-integrated with existing or planned shared mobility and transit services. Benefits claimed under this section should focus on benefits not identified as part of the four primary evaluation criteria. Evidence that will support this co-benefit will include:
    a. Documentation showing the siting of projects with rail stations and major transit centers located within ½ mile of existing or planned future housing with densities that correlate with higher transit use and lower VMT per household. Consider providing the following:
        - Land use diversity/mix of land uses specified on the map.
        - In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density. This information may come from planning documents and/or zoning code if other approaches are not readily available.
        - In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses. This information may come from planning documents and/or zoning code if other approaches are not readily available.
        - Current neighborhood walkability (e.g., see Affordable Housing and Sustainable Communities Program (AHSC) guidelines for sources of walkability data).

- Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project).

b. Documentation showing alignment with state housing policies and goals that seek to increase access, reduce transportation costs, improve equity, and overcome the statewide housing crisis. Applicants can demonstrate alignment in one of two ways:
   i. The project will serve a community within ½ mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by the Department of Housing and Community Development, for one or more of the key Prohousing Policies. Additional information on this program can be found here: https://www.hcd.ca.gov/planning-and-research/prohousing.
   ii. The applicant engages in affordable, residential transit-oriented development on land owned or leased by the transit agency, or in conjunction with another public agency or private investor making such investments within ½ mile of one or more stations or stops served by the project. To be considered "affordable," the development must have at least 20% of units reserved for residents with 60% or less AMI. To be "transit- oriented" the housing must be within ½ mile of a transit station or stop and have a density of at least 20 dwelling units per acre. Special consideration may be given to projects which convert surface parking facilities into housing and or job centers, if they are located within ½ mile of a transit stop.

c. Applicants are encouraged to include narrative demonstrating an understanding of displacement vulnerabilities proximate to the project area and demonstrate how direct and indirect displacement is being considered and minimized by the proposed project, if applicable. Anti-displacement efforts that are part of implementing a capital project are eligible costs under TIRCP.

3. Expanding existing rail and public transit systems, to the extent not already captured in the project being applied for. Specific items that could be covered here include the expected strengthening of the existing system in a manner that will allow future investments in expansion to be considered, or the extent to which additional service may be operated due to the ridership growth achieved throughout the system due to the project, even if the specific location of the needed service increase is not yet identified. The contribution of the project to the acceleration of later phases of rail and transit projects in the region or service area, other aspects of a region's long-range plans or towards improving the state's interregional transportation network may also be included in this category.
4. Investing in clean vehicle technology, including efforts that will accelerate the adoption of such technology or provide valuable research or demonstration of such technology. When buses will be funded as part of this project, special consideration will be given to zero emission bus technology.
5. Promoting active transportation, by investing in infrastructure, amenities, education and outreach, etc. that will increase the proportion of trips accomplished by biking and walking. This includes efforts and investments to increase the safety and mobility of bicyclists and pedestrians. Benefits claimed under this section should focus on benefits not identified as part of the four primary evaluation criteria. Examples of how this can be accomplished includes (but is not limited to) the following:
   a. Bike parking/storage at transit stations and stops
   b. Open payment systems integrated with transit
   c. Bike lanes and sidewalks to make station areas accessible via active transportation
   d. Traffic calming elements are transit stations to make walking and biking a safer and more pleasant experience
6. Improving public health, with particular emphasis on elements benefiting the most impacted and disadvantaged communities, low-income communities, and/or low- income households. This category should include any air quality impacts of the project not included in the reduction of

greenhouse gas emissions, including health benefits from improved regional air quality resulting from the project. The air pollution reductions for this item should be documented using CARB's co-benefit assessment methodologies.

Benefit to priority populations

a. Project applicants should be explicit on the deliberate steps they take to achieve a meaningful level of participation from disadvantaged communities, low-income communities, and/or low- income households in the planning and design of projects that are intended to address community identified priorities and needs. Specific task and budget for the proposed activities should be included in the project application. Such efforts may include plans for service implementation of the specific project, addressing station access issues specific to the stakeholders, as well as developing proposals for service changes and capital investments that may be funded through future capital or operating funds or through project cost savings.

   The general scope of the proposed effort should be submitted in draft form, but revision and development of additional detail prior to allocation of TIRCP funding for these activities may be requested by CalSTA in order to increase the benefits of the effort. During application review, if additional efforts are seen as necessary in order to successfully address the needs of disadvantaged or low income stakeholders, CalSTA may propose an additional task and potentially assign additional funding to pursue such consultations above and beyond what is requested in the project application, with the scope agreed to during development of the agreements necessary to implement the selected project.

b. As detailed in the CARB Funding Guidelines, Attachment 1, benefits to priority populations can also be demonstrated through community workforce agreements or labor agreements with unions, community-based organizations (CBOs), or other partners. The following are examples from around California that provide more background and context for applicants:

   i. For transit infrastructure, Community Workforce Agreements (CWAs) are commonly used in California cities where local elected officials see them as a mechanism to maximize the economic benefits of development projects and create jobs for local residents.
   ii. For transit system expansion, the state's larger transit agencies (e.g., Los Angeles County Metro, BART, SFMTA, and AC Transit) regularly establish Project Labor Agreements (PLAs) for large construction projects.
   iii. CWAs and PLAs set standards for wages and expand training opportunities for workers, because they include use of the state-certified apprenticeship system and contributions to apprenticeship training trust funds for every hour worked. Some agencies that require PLAs for major subsidized housing developments and transit system expansion projects include targets for local hiring (turning the PLA into a Community Workforce Agreement, or CWA), set goals for apprenticeship utilization, and codify goals for participation of disadvantaged workers to expand access to women and other workers underrepresented in the construction trades.

7. Geographic equity, with particular attention by applicants in identifying efforts to address underserved communities within an applicant's region or service area. The Transportation Agency will separately apply geographic equity considerations at a statewide level.
8. Consistency with a plan or strategy contained in an adopted Sustainable Communities Strategy, as confirmed by the Metropolitan Planning Organization (MPO), or, in non-MPO regions, a regional plan that includes policies and programs to reduce greenhouse gas emissions. Especially in the case of large capital projects, inclusion in an applicable financially constrained SCS will be noted as evidence of regional funding commitment and enhanced likelihood of successful project delivery. Projects that are part of a regional network and are considered regionally significant

should be noted as such. All referenced documents should be linked, or included as an attachment if not available online.

9. The alignment to the State Rail Plan, where relevant, which articulates a vision and specific service and delivery goals for coordinating schedules and physical infrastructure to deliver an integrated network by leveraging available resources.
10. Benefits to freight movement, consistent with the Sustainable Freight Action Plan and the goals of the California Freight Mobility Plan, if applicable. In shared passenger/freight rail corridors, use this category to document and discuss GHG reductions from a greater volume of goods movement by rail if applicable.
11. The extent to which a project has supplemental funding committed to it from non-state sources, with an emphasis on projects that leverage funding from private, federal, local or regional sources that are discretionary.
12. The leveraging and coordination of funding from other greenhouse gas reduction programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program. If a project will be applying for funding from other greenhouse gas reduction programs (such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program (including HVIP)) or from the Commission's Active Transportation or other program, an indication if there are separable elements that will be funded from those other sources and the applicant must clearly explain any change to the benefits of the project if the funding from that source is not awarded to the project. Applicants may not apply benefits quantified in other GGRF programs in their TIRCP application.
13. Description of funding sources and approach to ensuring ongoing operating and maintenance costs of the project are funded through the useful life of the project (as applicable). For expansions of service, the presence and quality of a financial plan that analyzes the financial viability of the proposed service, including the availability of any required operating financial support. Projects should also demonstrate the availability of funding for any expected maintenance costs across the useful life of the project.
14. Project readiness and reasonableness of the schedule for project implementation, including the following:
    A. Progress towards achieving environmental protection requirements.
    B. The comprehensiveness and sufficiency of agreements with key partners (particularly infrastructure owning railroads) that will be involved in implementing the project.
    C. For projects that are not fully funded through construction due to funding contingencies (such as federal or local measure funds), the timing and amount of the project's future non-committed investments.
    D. Confirm and demonstrate the ability to deliver the project within the budget, on schedule, and as designed.

    Highly rated projects will demonstrate a high degree of project readiness with few risks related to proceeding into construction and operating services that achieve the proposed benefits once the project is completed. Highly rated projects are either actively engaged in the environmental clearance process or have an approved environmental document.

10.3 Benefit to Priority Populations

It is a goal of this program to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of SB 535, as amended by AB 1550, the overall California Climate Investments Program funded with Cap-and-Trade – now referred to as Cap-and-Invest – auction proceeds must result in: (1) a minimum of 25% of the available moneys in

the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of 5% either to projects that benefit low-income households that are outside of, but within a 1/2 mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.

Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 4.0 (CalEnviroScreen), can be found at:

https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40

In addition to contributing benefits towards meeting or exceeding the AB 1550 investment minimums, the TIRCP has a statutory investment target for benefits to disadvantaged communities required by SB 862 (a 25% minimum). This applies across the entire program regardless of funding source. Agencies are responsible for documenting compliance with these requirements.

Investments that are eligible to be counted toward AB 1550 as projects within and benefiting disadvantaged communities will also count toward meeting the SB 862 requirements. Refer to criteria in Funding Guidelines (further referenced below) for how to demonstrate benefit.

SB 862 requires CARB, in consultation with CalEPA, to develop funding guidelines for all agencies that are appropriated monies from the GGRF. These guidelines must include a component for how administering agencies should maximize benefits for disadvantaged communities. The CARB funding guidelines are referenced in Attachment 1.

The 2024 Funding Guidelines added additional guidance on avoiding potential substantial burdens or harms to priority populations (Section II.C.5). Administering agencies must consider whether a given program or project has the potential to result in substantial public health, environmental, economic, or social burdens, and design programs and select projects in such a way as to avoid those burdens.

- Administering agencies are strongly encouraged to engage with community members and community advocates in identifying potential substantial burdens or harms and potential trade-offs, whenever feasible. For example, administering agencies could:
    - Meaningfully engage with community-based organizations and members to understand and avoid issues in that community.
    - Partner with community-based organizations and members, developers, and advocates to form an anti-displacement task force to identify current and future areas of displacement, and metrics and measures to track and prevent displacement.
- Administering agencies are responsible for designing programs to avoid burdens and mitigate harms associated with projects. For example, administering agencies could:
    - Encourage the use of zero-emission equipment for project-related construction, maintenance, and other activities.
    - Develop project requirements and/or measures to avoid or mitigate near-roadway exposures.
    - Establish thresholds that limit projects that may exacerbate burdens, such as projects that increase particulate matter in communities with a high particulate matter indicator score in CalEnviroScreen.

Applicants must complete and submit the CARB Benefit Assessment Tool with their application.

In reviewing efforts to maximize benefits to disadvantaged communities, low-income communities, and/or low-income households, CalSTA may request review of applications by an advisory panel representing such stakeholders during the evaluation of applications. The primary goal of this panel will be to review proposed efforts (both pre-application and those proposed for the post-award period) and to either confirm that the applicant efforts will help align the proposed project with stakeholder and community needs, or to recommend efforts that would allow such needs to be addressed (see items 9 and 10 in section 9 describing how such efforts may be requested and funded as part of project selection.

11 Project Selection Process

CalSTA will evaluate applications for compliance with the objectives of the program, including those provided in AB 180, and rate them based on the Primary and Secondary Criteria, assigning ratings such as "High," "Medium- High," "Medium," "Medium-Low", and "Low" to the specific alignment of the project to each of the selection criteria. , and also considering the cost per ton of CO_2e reduction and the risks of successful project delivery. Starting in Cycle 9, CalSTA will additionally measure alignment with CAPTI using the CSIS criteria to provide a quantitative ranking and scoring. Because of the wide variety in the type and size of projects that can be funded from this program, CalSTA may group projects for the purpose of comparing the ratings of like applications or for purposes of comparing projects within a region. The highest rated applications that meet the program objectives will be selected for programming, except that CalSTA may make adjustments to meet the AB 1550 goals of this program and to provide for geographic equity.

In addition to being evaluated on the aforementioned criteria and benefit to priority populations, including addressing community needs, each application will also be assessed to determine the risk associated with the project's capacity to generate, as planned, transportation and greenhouse gas emission reduction benefits (including potential sensitivity to different project benefit outcomes), and to be delivered within budget, on time, and as designed.

In addition, projects with clear phases or scalability may be evaluated for the portion of the project that would receive the highest rating for partial funding.

CalSTA will collaborate with other state entities when evaluating project proposals, including but not limited to: CARB, CalEPA, the California High-Speed Rail Authority, Caltrans, the Commission, the Department of Housing and Community Development, and the Strategic Growth Council.

CalSTA, or Caltrans acting on CalSTA's behalf, may request additional documentation to support statements or data provided in the applications. However, applicants should endeavor to be as clear as possible in their applications and not assume that opportunity will be provided to clarify or better support a submitted application. Supporting documentation should include spreadsheets, reports and methodology descriptions (with sources noted) when available.

Applications will proceed through a multi-step review process:

1. Basic screening for completeness and eligibility, as well as verification of the GHG calculations using the CARB quantification methodology.
2. Review of application for potential subdivision into project phases or components, review and analysis of ridership and GHG quantification, and summarization of project to assist technical panel review.
3. Initial rating of projects on each primary and secondary evaluation criterion (see section 10) and other additional factors (above in this section) described in the guidelines by multi-agency technical panels.
4. Consideration of technical panel ratings, geographic equity and degree of disadvantaged and/or low-income community benefits by a senior executive panel, with potential to request additional information from subject matter experts that may result in a revised rating on one or more

evaluation criteria or factors. Project selection by CalSTA, taking into consideration cross-cutting and comparative selection criteria that consider overall program objectives, geographic equity and exceeding program goals for benefits to disadvantaged communities, low-income communities, and/or low-income households.

12 Programming

CalSTA will publish its updated 5-year Program of Projects as part of the Cycle 8 award announcement, as established in the Call for Projects, and will present it to the Commission shortly thereafter. When CalSTA releases the program, it will include a narrative for each approved project that describes that project's rating for primary and secondary criteria as well as special considerations to achieve disadvantaged and/or low-income community benefit and geographic equity. Subsequent 5-year programs are expected to be approved by CalSTA biennially. CalSTA may call for additional applications, or adjust the existing Program of Projects between cycles, as warranted based on the level of auction proceeds.

CalSTA will develop and regularly update the Program Allocation Plan to guide the allocation of funds for the current program. The Program Allocation Plan for each fiscal year will include the amount to be funded from the TIRCP, and the estimated total cost of each project. The yearly allocation amounts will be based on the needs of separable project components and phases or based on the cash flow needs for projects that need multiple years to complete.

CalSTA will program and the Commission will allocate funding to projects in whole thousands of dollars and will include a project or project component only if it is fully funded from a combination of TIRCP and other committed funding. Funds will be considered as committed when they are programmed by CalSTA, when the agency or other funding partner with discretionary authority over the funds has made its commitment to the project by ordinance, resolution or appropriate contract vehicle. In the case of the Federal Transit Administration, recommendation of the project for funding in the *Annual Report on Funding Recommendations* for the Capital Investment Program is considered a commitment of funding. For federal formula funds, including Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, and federal formula transit funds, the funding commitment may be by Federal approval of the Federal Statewide Transportation Improvement Program.

For projects seeking federal discretionary funds such as New Starts, Core Capacity, or Small Starts, the commitment may take the form of federal acceptance into Accelerated Project Delivery and Development (in the case of Small Starts) with the expectation of federal approval of an Expedited Grant Agreement, or federal approval of a project to enter Engineering (in the case of New Starts or Core Capacity) with the expectation of federal approval of a Full Funding Grant Agreement, as long as all funding, excluding TIRCP funding, is committed to the project. Similar pursuit of Federal Railroad Administration and United States Department of Transportation funding for rail-related grant programs may also be referenced and pursued for match, including applications that request funding for awards that are contingent on receiving such federal funding. A project that is programmed prior to receiving federal approval for construction may be subject to deletion from the program, if federal funds are not received, federal funding is reduced or the scope of the federal commitment changes, unless other committed funding sources are identified that replace federal funding not obtained. If the applicant expects to be able to leverage state funding to provide the match necessary to obtain federal planning funds, this should also be identified.

For local funding, the funding commitment may be demonstrated by inclusion of the project in a funding package, such as a sales tax measure, to be submitted to voters during this program cycle and with sufficient funding specified for the project to achieve full funding. The applicant shall provide evidence with the application that the project is included in a future funding package with funds sufficient to meet the local funding commitment when combined with other already available funds. A project that is programmed prior to receiving voter approval for project funding must succeed in receiving the voter approval, or the project may be subject to deletion from the program.

For projects with other funding partners that have entered into a contract vehicle committing their funding,

access to the funding must occur before TIRCP funding will be approved for allocation to the project.

CalSTA may make an exception to its policy to only program a project if it is fully funded, if the project may be funded from a combination of TIRCP and other committed funding to allow a project to compete for funding from other greenhouse gas reduction programs (such as the Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program) or from the Commission's Active Transportation or State Transportation Improvement Programs. A project intending to compete for funding in one of the aforementioned programs should indicate, if applicable, the separable elements to be funded from that source. A project that is programmed prior to receiving a commitment of funding from one of the aforementioned programs must receive the funding commitment no later than in the fiscal year in which the project is requesting a TIRCP allocation. If the project does not receive funding from that program and the project does not have separable elements, the project may be subject to deletion from the program.

If a project does not receive their anticipated federal, local or other funding commitments, CalSTA may delete the project from the program and consider selection of projects or components of projects that were highly rated but not selected due to lack of sufficient funds from previous rounds of TIRCP applications as long as the project is still viable and deliverable consistent with prior cycle programming and demonstrates acceptable levels of benefits with the most current quantification methodologies.

If, prior to seeking a Commission allocation, an award recipient does not make adequate progress to implement an awarded project in a timely manner or incurs delays through the action or inaction of the recipient, subrecipient or third party associates, the project may be deleted from the TIRCP program. An applicant may resubmit a deleted project for consideration in future funding cycle. All current projects are subject to review prior to the Call for Projects to determine whether they are making adequate progress towards implementing the originally awarded project scope.

13 Allocations and Project Delivery

When an agency is ready to implement a project or project component, the agency will submit an allocation request package, including all required certifications and documentation, through Caltrans' DLA . Allocation requests are expected to adhere to the preparation schedule established by Caltrans Office of California Transportation Commission Liaison (OCTCL) along with any additional time required for CalSTA's review and approval of a recommendation to the Commission for an allocation of funds. For planning by an award recipient, the time required from the submittal and approval of an allocation request can range from 90 to 120 days prior to date of a scheduled Commission meeting.

Caltrans will review the request and determine whether to recommend the request to the Commission for action. The Commission will consider the allocation of funds for a project only when it receives an allocation request with a recommendation from Caltrans and consistent with the TIRCP Program Allocation Plan. The recommendation will include, but is not limited to, a determination of project readiness, completion of funded phases that require completion prior to proceeding into the next phase, the availability of appropriated funding, and the availability of all identified and committed funding needed to support the specific allocation request. When Caltrans develops the project's construction allocation recommendation(s), the Commission expects Caltrans to certify the project's plans, specifications and estimates are complete, right-of-way clearances are achieved, and all necessary permits and agreements (including railroad construction and maintenance) are executed.

In compliance with Section 21150 of the PRC, the Commission will not allocate funds for design, right-of-way, or construction prior to documentation of environmental clearance under the California Environmental Quality Act and all needed environmental documents are provided for a Commission E-Resolution. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act (NEPA). Exceptions to this policy may be made in instances where federal law allows for the acquisition of right-of-way prior to completion of NEPA review. If requested by the

Commission, Caltrans will assist Commission staff in the preparation of agenda items presenting environmental documents to the Commission.

Projects that are awarded funding for network integration are to be allocated under the construction phase, unless such efforts are part of a task within an earlier phase of work. If allocated as a separable work effort, at the time of allocation, an agency must either environmentally clear the network integration work, usually with a Notice of Exemption, or provide a written statement certifying that the network integration project is exempt.

CalSTA will request the Commission approve the allocation, if the funds are available as determined by CalSTA and Caltrans, and the allocation is necessary to implement the project as included in the adopted TIRCP Program Allocation Plan and Program of Projects. If there are insufficient program funds to approve an allocation, CalSTA may delay the recommendation to allocate funds to a project until a future fiscal year without requiring a Commission action. Agencies should be prepared to award contracts within six months of allocation unless otherwise indicated and approved at the time of allocation. Funds available following the deletion of a project may be re-awarded and allocated to a programmed project advanced from a future fiscal year or to a project amended into the program.

The TIRCP is a reimbursement program for costs incurred. Costs incurred prior to Commission allocation and, for federally funded projects, federal project approval (i.e. Authorization to Proceed), are not eligible for reimbursement. Moreover, contracts against which reimbursements from TIRCP will be sought may not be awarded prior to funding allocation without specific pre-approval by CalSTA and approval of a Letter of No Prejudice by the Commission. For the procurement of rolling stock and buses, the exercising of an option or the certification of funds for TIRCP funded contract elements after Commission action may be considered to meet the milestone for contract award, provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Confirmation of this approach should be sought prior to seeking an allocation of funds.

Caltrans will execute all appropriate contractual agreements with the implementing agency, under its delegated authority from CalSTA. These agreements may include project specific conditions required by CalSTA's award announcement and will be based on the awarded scope of work, schedule for completion and expected outcome of the project.

Prior to the completion of project design, an agency may propose to CalSTA modifications to the proposed project in order to achieve the same or greater level of benefits or reduced costs. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation. For funds allocated for construction phase contracts, including rolling stock procurement, will have an expenditure timeline of 36 months after the award of a contract to complete (accept) the contract unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.

Additional details relevant to the Commission's Allocation Policy can be found in Resolution G-20-61 on the Commission's website. The Allocation Policy is subject to change and the most current Allocation Policy will apply.

13.3 Letter of No Prejudice

An agency may apply for a Letter of No Prejudice (LONP) for a project or for any component of a project included in the approved Program of Projects. Statutory authority is provided in Section 75225 of the PRC as added by SB 9. The Commission as authorized by statute adopted guidelines for approval of LONPs for specific programs, including the Transit and Intercity Rail Capital Program. All LONP requests must follow the Commission's currently adopted LONP guidelines. Any request for an LONP will be submitted through Caltrans for concurrence by CalSTA and Commission approval.

If an LONP is approved by the Commission, it allows the implementing agency to award a third-party contract(s) and advance a project by expending its own funds (incur reimbursable expenses) for any component of the project that is the subject of the LONP prior to allocation. The amount will be reimbursed if all the following conditions are met:

1. The project or project component for which the letter of no prejudice was requested has commenced and the expenditures have been incurred.

2. The expenditures are eligible for reimbursement in accordance with applicable laws and procedures. If expenditures made by the lead applicant agency are determined to be ineligible, the state has no obligation to reimburse those expenditures.

3. The agency complies with all legal requirements for the project, including the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000)).

4. There are moneys in the GGRF or from SB 1 revenues designated for the program that are sufficient to make the reimbursement payment.

13.4 Multiyear Funding Agreement

An agency may apply to CalSTA for a multiyear funding agreement. Statutory authority is provided in Section 75224 (d) of the PRC. Any such agreements shall be implemented in cooperation with the Commission by inclusion of the anticipated multi-year cash flow commitment in the applicable allocation action at the time a project or project component is allocated. If approved by CalSTA, the multiyear funding agreement would operate similar to a federal Full Funding Grant Agreement, wherein an agency may receive an allocation and implement a project at risk, with receipt of future state revenue dependent on legislative appropriation and/or receipt of program SB 1 revenue or Cap-and-Invest auction proceeds. The state would not be responsible for any borrowing costs an agency may incur, or other costs, allocated with the timeline of state revenue availability. The most up-to-date cash flow commitments to projects or project components are reflected in the Program Allocation Plan.

Pursuant to Section 75224, the multiyear funding agreement would be for an amount of program money and for any duration, as determined jointly by the CalSTA and the applicant. CalSTA may agree to a duration that exceeds the five-year programming cycle, if deemed helpful in completing large transformative capital projects. Other requirements for the program will be included in the multiyear funding agreement as determined by CalSTA in cooperation with the applicant and the Commission.

13.5 Project Delivery Deadline Extensions and Timely Use of Funds

Once an awardee has been allocated TIRCP funding, funds are subject to the Commission's timely use of funds policy and for the construction phase, awardees are expected to execute the third-party contract within six months of the allocation. Under CalSTA concurrence and with Commission action, an extension may be granted for the period of contract award, project completion or project reimbursement if it finds that an unforeseen or extraordinary circumstance has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance.

There are separate deadlines, for award of a contract, for project completion and project reimbursement and each project component has its own deadlines.

All requests for project delivery deadline extensions should be submitted by the agency responsible for project delivery to Caltrans at least 120 days prior to the specific deadline for which the particular extension is requested (e.g., 120 days prior to June 30 to request the extension of allocation deadlines). The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review extension requests and provide a recommendation to CalSTA for concurrence and then submit to

the Commission for formal approval.

After the Commission allocation, any costs incurred for eligible work will not be reimbursed until the appropriate agreements (Master Agreement and Project Supplement/Amendment) with the local agency have been executed and must remain in effect over the time required to complete capital improvements, implement services and fulfill the reporting requirements of benefits and outcomes associated with the award.

14 Project Reporting

As a condition of the project selection and allocation, the implementing agency must submit to Caltrans quarterly reports on the activities and progress made toward implementation of the project and a Final Delivery Report (FDR). The purpose of the reports is to ensure that the project achieves the goals of the program, is executed in a timely fashion, and is within the scope and budget identified when the decision was made to fund the project.

Recordkeeping and reporting requirements will apply through the life of the project. All recordkeeping and reports must be consistent with the reporting requirement, quantification methodologies and records retention periods developed by CARB (see Attachments 1, 2 and 3). At a minimum, agencies must report on all projects selected for funding, progress on each funded project, and the benefits (GHG and co-benefits) achieved for each quantifiable project component. Caltrans may provide assistance through Cal-ITP on real-time information, digital transit benefits and payments to streamline reporting requirements. For projects benefiting disadvantaged communities, low-income communities, and/or low-income households, reports must identify and include metrics to demonstrate the benefits being achieved and how community needs are being met, consistent with CARB's Transportation and Equipment Benefit Assessment Tools. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low- income communities, and/or low-income households.

As outlined in CARB's 2024 Funding Guidelines, AB 680 Workforce Standards apply to the TIRCP Program. As such, Projects must comply with AB 680 Project Standards, unless the Project meets one of the criteria for a project level exemption. The exemptions outlined here are abbreviated descriptions, see Funding Guidelines for a full description of project exemptions. Applicants will be required to submit evidence verifying eligibility for the exemption in their application submission.

1) A Project must satisfy one of the following requirements to qualify for a project level exemption:
    a) Receive federal funding
    b) Conduct research
    c) Provide technical assistance
    d) Applicant is not an employer
    e) Create 100% units affordable to households whose income does not exceed 120% AMI and subject to an affordability restriction for 55 years excluding manager units (HSC 50093)

2) If AB 680 Project Standards apply, Applicants will provide evidence of compliance with the following four project standards in their application package. Note these are abbreviated descriptions, see the Funding Guidelines for a full description of each of the following.
    a) Fair and responsible employer standards, meaning documented compliance with applicable labor laws and labor-related commitments concerning wages, workplace safety, rights to association and assembly, and nondiscrimination standards.
    b) Inclusive procurement policies that prioritize bids from entities that demonstrate the creation of High-Quality Jobs, or the creation of jobs in Priority Populations or

California tribes.

c) Prevailing wage for any construction work funded in part or in full by the grant.
d) Evidence of a community workforce agreement (CWA) for Projects over one million dollars ($1,000,000) that involve a construction component.

Consistent with CARB's 2024 Funding Guidelines Section VI.D.4, local agencies are required to collect and report Jobs information, consistent with confidentiality protections, for any project that meets the following criteria:

- The total project costs for an awarded project, including GGRF and other funding sources, exceed $1,000,000; or
- The project uses the Jobs and Workforce Development Benefit Assessment Tool to claim priority population benefits; or
- The project is subject to the requirements of AB 680.

The dollar amount threshold for awarded projects is not cumulative. If a grantee receives multiple rounds of funding, the $1,000,000 threshold applies to each individual award.

Jobs reporting requirements apply to grantee-led contracts that exceed $100,000. The $100,000 threshold applies to all contracts entered into by an individual contractor under a single award. If a contractor enters into multiple contracts under a single award, the total of those contracts is considered cumulatively. Contracts entered into by an individual contractor under different awards are not considered cumulatively. For instance, a contractor may receive a contract for $60,000 under an award and then another contract under a separate award for $60,000. In this case, even though the combined total for both contracts exceeds the $100,000 threshold, jobs information does not need to be reported.

Contractors subject to jobs reporting must include subcontractor jobs information in their reports. For instance, if a contractor receives an initial $200,000 contract and subcontracts $50,000 of it, jobs information for the subcontractor must still be reported, even if the subcontract itself is less than $100,000.

- The total project costs for an awarded project, including GGRF and other funding sources, exceed $1,000,000; or
- The project uses the Jobs and Workforce Development Benefit Assessment Tool to claim priority population benefits; or
- The project is subject to the requirements of AB 680.

Within one year of the entire project award becoming operable, or a later time period if approved by CalSTA, the implementing agency must provide a FDR to Caltrans which includes:

1. The scope of the completed project as compared to the programmed project.
2. Before and after photos documenting the project.
3. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households.
4. Its duration as compared to the project schedule in the project application as well as the date when the overall project and associated service becomes operational.

For both Quarterly Reports and FDRs, Caltrans may require additional details or add additional requirements as needed to understand the status of implementation and to verify benefits achieved.

For all projects other than components that fund limited-term operations of new and expanded transit service, annual reporting on outcomes will continue for 36 months after becoming operational (i.e., vehicle or equipment is operational, or construction is complete and transit service is operational). The metrics to be reported vary by project type as shown in the table below.

Capital Improvements that Result in New or Expanded Transit Service or Increase Mode Share on Existing Transit Service		
Metric	**Unit**	**Method**
Tracking dates of data submission	mm/dd/yyyy	n/a
Days of operation per year	Days/year	Evaluation of service schedule
Average daily ridership	Unlinked trips/day	Ridership survey (conducted by city, county, district/authority, metropolitan planning organization, non-profit, or academia), ticket and transit pass sales, automatic passenger counter, driver counts, etc.
New Vehicle(s) for Existing Transit Service		
Metric	**Unit**	**Method**
Tracking dates of data submission	mm/dd/yyyy	n/a
Fuel/energy consumption or vehicle miles traveled	Gallons/year by fuel type, kWh/year, scf/year, or vehicle miles traveled/year	Evaluation of fueling, utility, mileage, or other operating records
Range in fuel/energy consumption or annual vehicle miles traveled		

Upon request from the implementing agency, Caltrans may consider requests to delay reporting on before and after or other performance outcome data until two years after project operation if similar data is requested by the Federal Transit Administration or if the agency deems such delay would improve the reliability of the report.

For the purpose of this section, a project becomes operable when the construction contract is accepted or acquired equipment is received and accepted and certification is provided by the awardee to CalSTA.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of TIRCP projects to evaluate the performance of the project, determine whether project costs incurred and reimbursed are in compliance with the executed project agreement or approved amendments thereof; state and federal laws and regulations; contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the executed project agreement or approved amendments thereof. A report on the projects audited must be submitted by the auditing agency to CalSTA.

15 Project Administration

Caltrans will administer the TIRCP consistent with these guidelines and all applicable Commission and Caltrans policies and procedures for the administration of similar grant programs.

Projects awarded funding from TIRCP are expected to document and publicize the Transit and Intercity Rail Capital Program in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, the California State Transportation Agency as the program sponsor, and the Greenhouse Gas Reduction Fund and SB 1 program as fund sources, as applicable, in order to ensure transparency regarding the funding of the project.

Additional details will be provided to program award recipients.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by Caltrans and required by SB 1018. A determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of AB 32 may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or the CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

Audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to the agency. CalSTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the grant for any reason at any time if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the grantee which affects performance of this or any other grant agreement or contract entered into with the State. If a grant is terminated, the agency may be required to fully or partially repay funds from the TIRCP.

16 Project Expenditures

Caltrans and CalSTA reserve the right to ask any agency to complete a Cash Flow projections form. The form includes collecting the subtotal for Greenhouse Gas Reduction Fund, Project Approval & Environmental Document, Plans, Specifics & Estimates, Right of Way and Construction. For more information on retrieving the Cash Flow form, please contact tircpcomments@dot.ca.gov.

Attachment 1: CCI Funding Guidelines for Administering Agencies

Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on December 2, 2024.

The 2024 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2024-25 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as priority populations"), among other statutory requirements.

The 2024 Funding Guidelines overhauled several key areas of the Guidelines. The list below gives an overview of those key changes.

- A new section on recommended job quality standards and strategies to bolster workforce development (Section V.A.) as well as specific guidance for programs with a compliance obligation under AB 680 (Section V.B.).
- Reporting frequency and timing has been updated to reflect a once-annual reporting period (Section VI.B.).
- The previous project outcome reporting guidance has been restructured into program and project evaluations (Section VI.E.).
- Recommendations for direct outreach and community engagement have been strengthened (various sections).
- The finalized guidance on the updated designations of disadvantaged communities and low-income communities and households has been incorporated (Appendix A).
- The finalized SB 27 guidance has been incorporated (Appendix B).

Additional information can be found at the following CARB websites:

https://www.caclimateinvestments.ca.gov/funding-guidelines

California Climate Investments Resource Portal

Serving as both a new online library of resources and a companion to the Funding Guidelines, the California Climate Investments Resource Portal is intended to support applicants, grantees, policymakers, program administrators, and others in accessing and implementing California Climate Investments. Checklists, guides, tools, and analyses provide data and knowledge to build the capacity of California Climate Investments participants and interested parties in supporting State goals of reducing greenhouse gas emissions, strengthening the economy, improving public health and the environment, and providing direct benefits to priority populations. Available here: https://www.caclimateinvestments.ca.gov/resource-portal

Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology

CCI Quantification and Reporting Materials

Administering agencies must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Assessment Tools (BATs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the Quantification Methodology and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects including:

- ROG emission reductions (lbs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings ($), and
- Energy and fuel cost savings ($).

Additional co-benefits for which CARB assessment methodologies were not incorporated into the TIRCP Calculator Tool may also be applicable to the project. For example, CARB staff have developed the Solar PV Installation tool for calculating installation of rehabilitation of solar installation as well as the Low Carbon Fuels Production tool for new or expanded facilities. Applicants should consult the TIRCP guidelines, solicitation materials, and agreements to ensure they are meeting TIRCP requirements. All CARB co-benefit assessment methodologies are available at:

https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP.

Note: Quantification methods have been developed specifically for each GGRF programs and are not intended for use in other programs, unless otherwise specified.

Additional information can be found at the following CARB website:

https://www.caclimateinvestments.ca.gov/tools

Attachment 3: New Benefit Assessment Tools (BATs)

CCI Benefit Assessment Tools

TIRCP uses the new Transportation and Equipment Benefit Assessment Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:

Step 1: Identify the Priority Population(s). The project must be located within a community identified as disadvantaged or low-income, or directly benefit residents of a low-income household.
Step 2: Identify a Need. The project must identify an important community or household need for the priority population identified in Step 1.
Step 3: Provide a Benefit. The project must provide one of the direct, meaningful, and assured benefits listed in Step 3. The benefit must be to the priority population identified in Step 1 and must directly address the need identified in Step 2.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward priority population investment minimums.

Attachment 4: California Transportation Commission – Transit and Intercity Rail Capital Program Allocation Policy Resolution G-20-61

[This policy is currently under review for potential revisions that will apply to allocations after the point of adoption.]

CALIFORNIA TRANSPORTATION COMMISSION
TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM ALLOCATION POLICY Resolution G-20-61

In accordance with Public Resources Code 75220(C), the California Transportation Commission (Commission) shall allocate funding to applicants pursuant to the program of projects approved by the California State Transportation Agency (CalSTA) for the Transit and Intercity Rail Capital Program. The Commission recognizes that the approved program of projects is expressed in more detail with regards to project component, phase and fiscal year of implementation in the Transit and Intercity Rail Capital Program Allocation Plan (which is regularly updated as approved projects progress through development). These two documents are collectively referred to here as the "Program." Allocations made by the Commission follow the timely use of funds provisions that are consistent across all funding programs under the Commission's purview.

To provide consistency in the programming of state transportation funds, the total award to each project component should be listed in the Transit and Intercity Rail Capital Program in the fiscal year(s) in which the project component will be implemented. If a project is expected to require multiple contracts for any component, each contract should be programmed separately. All project allocation requests that come before the Commission must be consistent with the Program.

The following describes how the Commission intends to manage Transit and Intercity Rail Capital Program allocations:

1. Allocations will be made to the full programmed amount for each project component. If a project will require multiple construction contracts, allocations will be made to the full programmed amount for each contract. The Commission will consider the allocation of funds for a project when it receives an allocation request with a recommendation from the California Department of Transportation (Caltrans). The recommendation should include a determination of project readiness, the availability of appropriated Transit and Intercity Rail Capital Program funding, and the availability of all other committed funding. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation or the Commission approves a time extension subsequent to the allocation. For funds allocated for construction, including rolling stock procurement, the implementing agency has up to 36 months after the award of a contract, to complete (accept) the contract unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.
2. The Commission will approve the allocation if the funds are available and the allocation is necessary to implement the project or project component included in CalSTA's approved 5-Year Transit and Intercity Rail Capital Program. For projects that are ready to advertise, the Commission expects Caltrans to certify that a project's plans, specifications and estimates are complete, environmental and right-of-way clearances are secured, and all necessary permits and agreements (including railroad construction and maintenance) are executed. For the procurement of rolling stock, the Commission may consider the

exercising of an option or the certification of funds for contract elements as meeting the milestone for contract award provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Construction allocations for projects or project components not ready for advertisement will not be placed on the Commission's agenda for allocation approval. In compliance with Section 21150 of the Public Resources Code, the Commission will not allocate funds for design, right-of-way, or construction prior to documentation of environmental clearance under the California Environmental Quality Act. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act. The implementing agency must not award the contract for a project or project component until the Commission has allocated the funds for the project. Any changes to the scope of a project or project component after the allocation of funds to the project or project component must be approved in advance by the Commission.

3. CalSTA may change the timeline for the allocation of a project component based on changes in project delivery needs. These changes will be communicated in updates to the Program. The Commission may grant the extension of a deadline for award of a contract, for expenditures for project development or right-of-way, for project completion, and for project reimbursement. The Commission may grant a deadline extension if it finds that an unforeseen and extraordinary circumstance beyond the control of the agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance, and in no event will be longer than 20 months. All requests for project delivery deadline time extensions shall follow the Caltrans time extension process in order to be included in the Commission's agenda. The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review all time extension requests and make a recommendation to the Commission for approval.
4. Caltrans is responsible for managing the cash flow needed to match the Transit and Intercity Rail Capital Program's resources to projects or project components that have received Commission allocations, in accordance with the terms of CalSTA delegated authority and approval.
5. After allocation, Caltrans is responsible for managing project delivery and reimbursements in cooperation with the implementing agencies, in accordance with the terms of CalSTA delegated authority and approval.

ATTACHMENT B

RESOLUTION NO. 26-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA STATE TRANSPORTATION AGENCY FOR THE 2026 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) CYCLE 8 GRANT TO SUPPORT THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES

RECITALS

WHEREAS, the California State Transportation Agency (CalSTA) administers the Transit and Intercity Rail Capital Program (TIRCP), which provides competitive grant funding for capital improvements that modernize transit systems, reduce greenhouse gas emissions, and increase ridership; and

WHEREAS, the TIRCP is funded through the State's Cap-and-Invest Program and Senate Bill 1 revenues and supports projects that improve air quality, reduce vehicle miles traveled, and expand sustainable transportation options; and

WHEREAS, the City of Montebello operates Montebello Bus Lines (MBL) and is committed to implementing its Zero-Emission Bus (ZEB) Rollout Plan to transition its transit fleet toward zero-emission technologies; and

WHEREAS, the acquisition of hydrogen fuel cell electric buses will reduce greenhouse gas emissions, improve regional air quality, and enhance the sustainability and reliability of Montebello Bus Lines transit services; and

WHEREAS, the City of Montebello desires to submit an application to CalSTA for the 2026 Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 Grant to support the purchase of hydrogen fuel cell electric buses**.**

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

APPROVES THE FILING OF AN APPLICATION TO THE CALIFORNIA STATE TRANSPORTATION AGENCY FOR THE 2026 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) CYCLE 8 GRANT TO SUPPORT THE PURCHASE OF HYDROGEN FUEL CELL ELECTRIC BUSES

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Delegates the authority to the Director of Transportation or her designee to execute and submit the application and any required documents for the 2026 Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 Grant; and

4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 11TH DAY OF MARCH 2026.

_____
Georgina Tamayo, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-12 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 11th day of March 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 22

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE SUBMISSION OF AN APPLICATION FOR THE LOWE'S COMMUNITY IMPACT GRANT PROGRAM**

DATE: March 11, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the submission of an application to the Lowe's Community Impact Grant Program; and
2. Authorize the City Manager 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.

FISCAL IMPACT:

There is no fiscal impact associated with the submission of an application to the Lowe's Community Impact Grant Program. The program is accepting applications for impactful renovation projects that strengthen local resources and public spaces. Applications can request up to $300,000 per project and staff is requesting a total proposed budget of $300,000 in funding. Should the CIty be successful in receiving grant funds, staff will return to the City Council with a request to appropriate funds.

BACKGROUND/DISCUSSION:

Lowe's is aiming to enhance communities by providing funding for up to 100 charitable projects that improve community resources and spaces. They are inviting customers from across the United States to submit projects through their Community Impact Grant Program. A selection committee will select eligible community impact projects to fund for completion by nonprofits and/or government entities.

The City will be applying for funding to renovate the City Park picnic shelter area. The project scope includes replacing the current picnic shade structures, picnic benches, and concrete surface. The project aims to provide the community with an updated gathering space. The project is included in the Montebello City Park Specific Plan which was developed as part of the City's Parks Master Plan utilizing community input.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council approve submission of an application for the Lowe's Community Impact Grant Program and authorize the City Manager to conduct all negotiations and execute and submit documents reasonably necessary for the completion of the awarded project.

ATTACHMENT(S)

None

ITEM # 23

APPROVAL OF MINUTES: FEBRUARY 25, 2026, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, FEBRUARY 25, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Tamayo called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

Councilmember Alonzo was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Joseph Palombi, David Sosnowski, 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 Tamayo recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   A. Rojas v. City of Montebello

Case No. ADJ16740655

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
S. Cox v. City of Montebello
Case No. ADJ10983426, ADJ20098153

3. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION
Government Code Section 54956.9(d)(2)
Claim No: GHC0093007
Claim for Damages for Jimmy Tilmon, Jr.

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one matter

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:05 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, a briefing was provided to City Council, City Council provided direction to special counsel, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, City Council provided direction to special counsel, 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.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Dillinger Herrera.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

5. PRESENTATION BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
Presented by San Gabriel Valley Council of Governments President Ed Reece.

6. CITIZEN OF THE MONTH - EMILIA ALVAREZ
Presented by Mayor Tamayo.

7. CERTIFICATE OF RECOGNITION FOR MONTEBELLO INDIANS YOUTH FOOTBALL AND CHEER TEAM
Presented by Mayor Tamayo.

8. PROCLAMATION FOR OPERATION DESERT STORM 35TH ANNIVERSARY

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Presented by Mayor Tamayo.

9. PROCLAMATION FOR BLACK HISTORY MONTH

Presented by Mayor Tamayo.

City Manager Alvarez announced the upcoming events honoring Black History Month.

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 seven(7) 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

PUBLIC HEARING

10. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, SITE PLAN REVIEW STANDARDS, AND ADOPT RESOLUTION NO. 26-09 APPROVING THE CORRESPONDING AMENDMENTS TO THE ZONING MAP CONSISTENT WITH THE MONTEBELLO 2040 GENERAL PLAN AND THE CITY'S HOUSING ELEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Introduce and waive first reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Introduce and waive first reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially; and
4. Introduce and waive first reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and
5. Adopt Resolution No. 26-09 approving an amendment to the City's Zoning Map to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), and

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6. Determine and find that the proposed amendments to Title 17 of the MMC and the Zoning Map are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA"), and
7. Take such additional, related, action that may be desirable.

Planning Manager Viviana Esparza, along with Assistant Planners Emilie Fernandez and Grace Hayashi, presented the item.

Mayor Tamayo opened the Public Hearing at 8:24 p.m.

The City Clerk's Office acknowledged two(2) 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.

Mayor Tamayo closed the Public Hearing at 8:27 p.m.

Councilmember Melendez inquired about existing businesses within the affected area and whether, under the proposed zoning changes, they would become nonconforming uses. He asked staff to clarify how such businesses would be impacted moving forward.

Director Palombi responded that some businesses could become nonconforming, depending on their specific circumstances. He explained that if a business has an existing entitlement, it may seek discretionary approval to modify its use. However, if a nonconforming use ceases operation for more than six months and is no longer permitted under the new zoning, it would not be allowed to reestablish.

Councilmember Melendez also asked about the proposed revisions to Chapter 17.74, specifically regarding the increase to three residential units under Site Plan Review, and whether that number was established by state law.

Director Palombi asked for clarification and confirmed he was referring to the Site Plan Review standards. He explained that the three-unit threshold is a staff recommendation, based on a review of standards in surrounding cities. Staff believes the change will help streamline housing development while maintaining compliance with the objective design standards presented to the Council.

Councilmember Peralta addressed housing development and affordability within the proposed zoning updates. She emphasized the importance of incorporating affordability measures into new projects and referenced prior discussions regarding a potential citywide ordinance requiring a 20% affordable housing allocation.

She requested clarification on whether the proposed 20% affordable housing requirement in the C1 and C2 mixed-use commercial zones—tied to administrative review—functions similarly to a universal housing ordinance within designated higher-density areas.

Director Palombi explained that the provision operates as an inclusionary housing incentive, allowing qualifying projects that meet objective standards and do not require a zone change to proceed through an administrative review process. He noted that streamlining approvals helps reduce costs and supports project feasibility.

Councilmember Peralta expressed appreciation for the clarification and reaffirmed the Council's commitment to affordability. She also supported reducing regulatory burdens for smaller-scale developments to encourage economic activity and housing production.

Additionally, she emphasized the importance of incorporating meaningful green and open space amenities in future mixed-use developments to promote community engagement and quality of life. Director Palombi confirmed that the draft ordinance includes defined open space standards within the mixed-use development requirements.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion was approved by the following vote:

MOVED: Peralta	***SECONDED: Romero***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, and Melendez*		
NOES: *None*		

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ABSTAIN: *None*
ABSENT: *Alonzo*

REGULAR BUSINESS

11. AWARD AGREEMENT NO. 4470 TO ALL AMERICAN ASPHALT FOR FISCAL YEAR 2025-26 SB1 RUBBERIZED ASPHALT STREET ENHANCEMENT PROJECT (CP 944)

RECOMMENDATION: It is recommended that the City Council:

1. Award Agreement No. 4470 to All American Asphalt for the Fiscal Year 2025-26 SB1 Rubberized Asphalt Street Enhancement Project – CP 944 as the lowest, most responsive and responsible bidder for the amount of Two Million, Eight-Hundred Forty-Four Thousand, Four Hundred Dollars ($2,844,400); and
2. Approve a 10% construction contingency in the amount of $284,440; and
3. Authorize the City Clerk's Office to release all-other bidder's bonds; and
4. Authorize the City Manager to execute the Agreement (attached hereto in substantial form) and all applicable change orders in good faith; and
5. Take such additional, related action that may be desirable.

Public Works Deputy Director James Coiner presented the item.

Councilmember Peralta spoke in support of the item.

Councilmember Peralta, seconded by Councilmember Melendez, to approve the item; the motion was approved by the following vote:

MOVED: Peralta ***SECONDED: Melendez*** ***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Alonzo*

CONSENT CALENDAR

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

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve Item Nos. 12-19; the motion was approved by the following vote:

MOVED: Melendez ***SECONDED: Peralta*** ***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Alonzo*

12. APPROVE AGREEMENT NO. 4463 WITH THE CITY OF SOUTH PASADENA FOR THE BILL OF SALE AND RELEASE OF LIABILITY FOR THE TRANSFER OF OWNERSHIP OF THE ACCELERANT DETECTION CANINE "DELTA"

RECOMMENDATION: It is recommended that the City Council:

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1. Approve Agreement No. 4463 with the City of South Pasadena for the Bill of Sale and Release of Liability for the transfer of ownership of the Accelerant Detection Canine (ADC) "Delta"; and
2. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

13. APPROVE AGREEMENT NO. 4464 BETWEEN THE CITY OF MONTEBELLO AND THE COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES FOR ACCEPTANCE OF MEASURE B GRANT FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4464 between the City of Montebello and the County of Los Angeles Department of Health Services for acceptance of one-time Measure B grant funding in an amount not to exceed $50,000; and
2. Authorize the City Manager to execute Agreement No. 4464 and any related documents necessary to accept the grant; and
3. Approve appropriation of grant funds by increasing appropriations by $50,000 in Account No.265-85-868-6000.50 (Grants, Fire Department, Measure B - LA County EMS, Supplies Medical [Expenditures]) and $50,000 in Account No. 265-99-4198.29 (Grants, Misc Grants - Measure B - LA County EMS [Revenue]); and
4. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4371 WITH CEM CONSTRUCTION CO. FOR THE DOWNTOWN SEWER REPLACEMENT PROJECT (CP NO. 919)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4371 with the CEM Construction Corp. to extend the term of the agreement from February 13, 2026, to June 30, 2026; and
2. Authorize the City Manager to execute all applicable exhibits and forms that accompany the amended agreement in good faith; and
3. Take such additional, related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		

DRAFT

ABSTAIN: *None*
ABSENT: *Alonzo*

15. 10-DAY REPORT ON CITY OF MONTEBELLO'S INTERIM ZONING CONTROLS FOR DATA CENTERS (URGENCY ORDINANCE NO. 2491 – AMENDING TITLE 17) PER GOVERNMENT CODE SECTION 65858(d)

RECOMMENDATION: It is recommended that the City Council:

1. Receive, file, and issue a 10-day report on Urgency Ordinance No. 2491 which enacted a 45-day moratorium on Data Centers, which include but are not limited to AI data enters, hyperscale data centers, or any similar data center ("Data Centers") uses Citywide as required under Government Code Section 65858(d); and
2. Take such additional and/or related action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez ***SECONDED: Peralta*** ***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Alonzo*

16. APPROVE PURCHASE OF A TRAFFIC UNIT VEHICLE FOR THE MONTEBELLO POLICE DEPARTMENT USING CALIFORNIA HIGHWAY PATROL (CHP) CANNABIS TAX GRANT FUND PROGRAM (CTGFP) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve purchase of one (1) vehicle for the Montebello Police Department using California Highway Patrol (CHP) Cannabis Tax Fund Grant Program (CTFGP) by utilizing the procurement exemption under Montebello Municipal Code Section 3.20.050(D); and
2. Authorize the City Manager to execute all necessary documents related to the vehicle purchase; and
3. Take such additional, related, action that may be desirable.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez ***SECONDED: Peralta*** ***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*
NOES: *None*
ABSTAIN: *None*
ABSENT: *Alonzo*

17. RECEIVE AND FILE MEMORANDUM OF UNDERSTANDING FILE NO. 26-01, IN A FORM APPROVED BY THE CITY ATTORNEY, WITH THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR LEAD-FREE HOMES LA PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file Memorandum of Understanding (MOU) File No. 26-01; and
2. Take such additional, related action that may be desirable.

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Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

18. APPROVAL OF MINUTES: JANUARY 28, 2026, CITY COUNCIL MEETING; FEBRUARY 11, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-10 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 25, 2026.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-10 approving the Warrant Register dated February 25, 2026.

Councilmember Melendez motioned, seconded by Councilmember Peralta, to approve the item; the motion was approved by the following vote:

MOVED: Melendez	***SECONDED: Peralta***	***APPROVED: 4-0-0-1***
AYES: *Tamayo, Peralta, Romero, Melendez*		
NOES: *None*		
ABSTAIN: *None*		
ABSENT: *Alonzo*		

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

Councilmember Peralta, Mayor Pro Tem Romero, and Mayor Tamayo reported on their attendance at the Independent Cities Association Conference. They participated in various sessions focused on best practices in local government, strategies for generating revenue without raising taxes, economic development, the use of drones, cybersecurity, and in-house ambulance programs.

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COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **Salvador Melendez, Councilmember**

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

- **Georgina Tamayo, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on March 11, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.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, February 22, 2026, no later than 6:00 p.m.**

Kimberly Guillen, Director of City Clerk Services

Mayor Tamayo adjourned the meeting at 8:51 p.m.

THE MINUTES OF FEBRUARY 25, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 11TH DAY OF MARCH 2026.

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.

DRAFT

- **CITY OF MONTEBELLO FORECASTED AGENDA**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] 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: 02-25-2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHON** [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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: T. LA GREGORIAN **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 3

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** City Issues

MEETING DATE: 2/23/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Rodriguez **PHONE:** _____ (Optional)

ADDRESS: 500th Montebello (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 1

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** request Project File 5-6 update

MEETING DATE: _____ **TIME RECEIVED:** 6:15

SPEAKER'S FULL NAME: Susan Lynn Rodriguez **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 5 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/25/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hurtado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] Request No. 6

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 07-25-2016 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicholes **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. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Business

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: DENISE HAGOPIAN **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

February 25, 2026

Good evening. my name is Linda Nicklas Co-Founder of MATCH 90640.

This evening I would direct my comments to City Attorney Glasman, the sixth member of the Council.

During the meeting of January 28th, you Mr. Glasman made the Freudian slip, referring to yourself as " we on the Council do not like the comments made against us".

Maybe you were having a senior moment, but if I'm correct hasn't it been over 45 plus years since you were a Council member?

A couple years ago during the meeting when many people showed up asking the Council for support for the Palestine's, they were running up and down the aisles ranting and yelling, waving their flags, clapping. Never once did you open your mouth demanding order in the chambers.

Yet when Scarlet went on her drunken rant, you Glasman over and over admonished members of the audience to stop yelling out or you'd have us removed.

You Mayor should've taken control, and admonished Peralta for talking over you and taking over your meeting.

Mr. Glasman as the City Attorney your job is to keep you mouth shut until and only when asked for legal advice. You are not the Sargent of Arms, that position belongs to Chief Lopez. You have no power to evict anyone from meetings or Chambers, period.

As a disabled senior of German Jewish descent, if you ever threathen to remove me, please do. I will sue you, and I already spoke to a couple lawyers that would love to take you down.

Mr. Glasman you really cannot afford to add more problems to your lawfirm, you can't sell it because as you were told it toxic because of you. So please threaten to have me thrown out and that will be the last nail in your lawfirm's coffin.

You newbies that were appointed illegally, donot show any respect for the seats you hold, because it was given to you for the yes votes. It's obvious all you two care about is the money you're paid, and desperately need.

Just remember evil only triumphs when good people do nothing, but trust us in this room, will never give up

fighting for our City of Montebello.

Thank you.

ITEM # 24

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-11 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 11, 2026

RESOLUTION NO. 26-11

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.1607, consisting of 10 pages, and including:

Warrant No.

General: Check No. 610042 through 610283
ACH No. 10271 through 10433
Successor Check No. 1544

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 11th OF MARCH 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 26-11 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 11TH day of March 2026 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. 1607
From Payment Date 02/06/26 - To Payment Date 02/26/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10271	02/12/2026	$2,928.87	SUPPLIES	3163	BANK OF AMERICA
10272	02/12/2026	$410.96	TRAINING	3163	BANK OF AMERICA
10273	02/12/2026	$642.00	TRAINING	3163	BANK OF AMERICA
10274	02/12/2026	$809.16	FUEL	3163	BANK OF AMERICA
10275	02/12/2026	$2,198.10	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10276	02/12/2026	$69.16	FUEL	3163	BANK OF AMERICA
10277	02/12/2026	$5,718.88	TRAINING	3163	BANK OF AMERICA
10278	02/12/2026	$2,914.30	FUEL	3163	BANK OF AMERICA
10279	02/12/2026	$4,077.37	SUPPLIES	3163	BANK OF AMERICA
10280	02/12/2026	$1,585.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
10281	02/12/2026	$918.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10282	02/12/2026	$4.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10283	02/12/2026	$380.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
10284	02/12/2026	$1,812.60	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
10285	02/12/2026	$4,077.83	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
10286	02/12/2026	$1,135.19	ADVERTISING/PRINTING SERVICES	62880	AMERICAN MARKER
10287	02/12/2026	$5,828.22	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
10288	02/12/2026	$92,942.75	CONTRACT SERVICES	3016	ANTARES GOLF LLC
10289	02/12/2026	$961.35	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
10290	02/12/2026	$818,178.00	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	2239	CEM CONSTRUCTION CORP
10291	02/12/2026	$1,952.50	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
10292	02/12/2026	$405.76	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
10293	02/12/2026	$9,240.00	CONTRACT SERVICES	5253	CLIFTONLARSONALLEN LLP
10294	02/12/2026	$626.72	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS DBA HOSE KING
10295	02/12/2026	$348.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
10296	02/12/2026	$73,742.80	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
10297	02/12/2026	$35.70	CONTRACT SERVICES	23660	DAIOHS USA
10298	02/12/2026	$3,885.84	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
10299	02/12/2026	$932.78	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
10300	02/12/2026	$4,645.61	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
10301	02/12/2026	$26,138.31	CONTRACT SERVICES	2793	IBE DIGITAL
10302	02/12/2026	$7,275.00	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
10303	02/12/2026	$72,828.00	CONTRACT SERVICES	4830	LADAYU CONSULTING GROUP
10304	02/12/2026	$1,440.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
10305	02/12/2026	$261.25	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
10306	02/12/2026	$8,730.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
10307	02/12/2026	$38,434.03	FURNITURE & FIXTURES PURCHASES	3365	MOHAWK FACTORING LLC

City of Montebello
Register of Demands No. 1607
From Payment Date 02/06/26 - To Payment Date 02/26/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10308	02/12/2026	$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
10309	02/12/2026	$2,492,316.86	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
10310	02/12/2026	$47,539.80	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
10311	02/12/2026	$326.01	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10312	02/12/2026	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
10313	02/12/2026	$9,240.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
10314	02/12/2026	$743.77	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10315	02/12/2026	$43.44	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10316	02/12/2026	$461.17	SUPPLIES	3110	TOMAS ALVARADO
10317	02/12/2026	$625.00	RETIREMENT	27300	ROBERT C TUFANO
10318	02/12/2026	$1,822.68	SUPPLIES	45120	ULINE INC
10319	02/12/2026	$351.00	CONTRACT SERVICES	4943	UNET DANCE STUDIO LLC
10320	02/12/2026	$3,919.43	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
10321	02/12/2026	$429.05	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
10322	02/12/2026	$1,183.19	SUPPLIES	3088	WAXIE SANITARY SUPPLY
10323	02/12/2026	$334.65	CONTRACT SERVICES	3140	WEX HEALTH INC
10324	02/12/2026	$560.00	CONTRACT SERVICES	328	WRITER ANNE COMMUNICATIONS
10325	02/12/2026	$3,274.67	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
10326	02/19/2026	$3,683.12	SUPPLIES	3163	BANK OF AMERICA
10327	02/19/2026	$4,102.01	TRAINING	3163	BANK OF AMERICA
10328	02/19/2026	$71,511.40	VEHICLE PURCHASES	1700	72 HOUR LLC
10329	02/19/2026	$11,467.88	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10330	02/19/2026	$3,914.40	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
10331	02/19/2026	$1,330.92	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
10332	02/19/2026	$4,581.53	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
10333	02/19/2026	$480.34	SUPPLIES	26670	LIFE-ASSIST INC
10334	02/19/2026	$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
10335	02/19/2026	$2,555.00	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
10336	02/19/2026	$298.60	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10337	02/19/2026	$2,181.70	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10338	02/19/2026	$5,000.00	CONTRACT SERVICES	4195	MONTEBELLO ASHIYA SISTER CITY ASSOCIATION
10339	02/19/2026	$1,881.76	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10340	02/19/2026	$795.20	SUPPLIES	3110	TOMAS ALVARADO
10341	02/19/2026	$59,671.40	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	5014	TORO ENTERPRISES INC.
10342	02/19/2026	$355.28	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
10343	02/19/2026	$2,986.70	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
10344	02/19/2026	$230.05	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
10345	02/19/2026	$4,785.62	SUPPLIES	3088	WAXIE SANITARY SUPPLY

City of Montebello
Register of Demands No. 1607
From Payment Date 02/06/26 - To Payment Date 02/26/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10346	02/19/2026	$429.97	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
10347	02/26/2026	$721.99	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
10348	02/26/2026	$1,611.76	SUPPLIES	3163	BANK OF AMERICA
10349	02/26/2026	$274.00	TRAINING	3163	BANK OF AMERICA
10350	02/26/2026	$5,547.56	SUPPLIES	3163	BANK OF AMERICA
10351	02/26/2026	$535.26	SUPPLIES	3163	BANK OF AMERICA
10352	02/26/2026	$1,628.70	SUPPLIES	3163	BANK OF AMERICA
10353	02/26/2026	$427.89	SUPPLIES	3163	BANK OF AMERICA
10354	02/26/2026	$909.32	SUPPLIES	3163	BANK OF AMERICA
10355	02/26/2026	$2,424.84	SUPPLIES	3163	BANK OF AMERICA
10356	02/26/2026	$867.70	TRAINING	3163	BANK OF AMERICA
10357	02/26/2026	$800.96	SUPPLIES	3163	BANK OF AMERICA
10358	02/26/2026	$3,067.35	TRAINING	3163	BANK OF AMERICA
10359	02/26/2026	$4,858.63	SUPPLIES	3163	BANK OF AMERICA
10360	02/26/2026	$494.04	SUPPLIES	3163	BANK OF AMERICA
10361	02/26/2026	$4,432.34	SUPPLIES	3163	BANK OF AMERICA
10362	02/26/2026	$1,478.45	SUPPLIES	3163	BANK OF AMERICA
10363	02/26/2026	$4,540.42	SUPPLIES	3163	BANK OF AMERICA
10364	02/26/2026	$739.75	SUPPLIES	3163	BANK OF AMERICA
10365	02/26/2026	$3,721.38	SUPPLIES	3163	BANK OF AMERICA
10366	02/26/2026	$464.34	SUPPLIES	3163	BANK OF AMERICA
10367	02/26/2026	$2,608.28	SUPPLIES	3163	BANK OF AMERICA
10368	02/26/2026	$1,326.53	SUPPLIES	3163	BANK OF AMERICA
10369	02/26/2026	$3,642.00	SUPPLIES	3163	BANK OF AMERICA
10370	02/26/2026	$512.00	SUPPLIES	3163	BANK OF AMERICA
10371	02/26/2026	$57.27	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10372	02/26/2026	$12.00	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10373	02/26/2026	$281.89	SUPPLIES	3163	BANK OF AMERICA
10374	02/26/2026	$2,300.34	RETIREMENT	58990	VISION SERVICE PLAN
10375	02/26/2026	$4,278.55	FRINGE BENEFITS	58990	VISION SERVICE PLAN
10376	02/26/2026	$643,880.83	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
10377	02/26/2026	$490,889.42	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10378	02/26/2026	$4,500.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10379	02/26/2026	$494,169.08	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10380	02/26/2026	$600.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10381	02/26/2026	$489,882.73	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10382	02/26/2026	$488,687.28	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10383	02/26/2026	$506,017.16	PENSION/RETIREMENT PAYABLE	17	CAL PERS

City of Montebello
Register of Demands No. 1607
From Payment Date 02/06/26 - To Payment Date 02/26/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
10384	02/26/2026	$501,972.84	PENSION/RETIREMENT PAYABLE	17	CAL PERS
10385	02/26/2026	$65,434.33	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
10386	02/26/2026	$1,898.21	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10387	02/26/2026	$1,923.63	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
10388	02/26/2026	$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
10389	02/26/2026	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
10390	02/26/2026	$83,821.37	CONTRACT SERVICES	3016	ANTARES GOLF LLC
10391	02/26/2026	$322.15	TRAVEL & MEETINGS	4875	MONICA BROWN
10392	02/26/2026	$1,203.84	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
10393	02/26/2026	$230.35	VEHICLE MAINTENANCE/EXPENSES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS DBA HOSE KING
10394	02/26/2026	$5,544.53	CONTRACT SERVICES	2624	CRAFCO INC
10395	02/26/2026	$1,506.93	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
10396	02/26/2026	$6,676.00	CONTRACT SERVICES	371	FLO-SERVICES INC
10397	02/26/2026	$414.28	CONTRACT SERVICES	4899	MICHAEL D FUERTE SR DBA MONTEBELLO SPEAKER REPAIR
10398	02/26/2026	$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
10399	02/26/2026	$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
10400	02/26/2026	$428.44	SUPPLIES	2059	HASA INC
10401	02/26/2026	$239.87	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
10402	02/26/2026	$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
10403	02/26/2026	$5,246.66	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
10404	02/26/2026	$246.25	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
10405	02/26/2026	$51,300.00	CONTRACT SERVICES	5160	J & A ENGINEERING CORPORATION
10406	02/26/2026	$40.00	CARPOOL INCENTIVE	3707	KEVORK KALAYCI
10407	02/26/2026	$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
10408	02/26/2026	$460.00	EDUCATION REIMBURSEMENT	1246	JESUS J MACIAS
10409	02/26/2026	$5,051.21	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
10410	02/26/2026	$4,572.21	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
10411	02/26/2026	$1,345.03	CONTRACT SERVICES	19250	N/S CORPORATION
10412	02/26/2026	$576.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
10413	02/26/2026	$170,772.18	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
10414	02/26/2026	$30.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
10415	02/26/2026	$266,141.82	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
10416	02/26/2026	$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
10417	02/26/2026	$3,424.01	MACHINERY & EQUIPMENTS	54240	PDQ ENTERPRISES INC
10418	02/26/2026	$20.00	CARPOOL INCENTIVE	3198	SUSAN PEEBLES
10419	02/26/2026	$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
10420	02/26/2026	$659.90	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10421	02/26/2026	$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS

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10422	02/26/2026	$7,700.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
10423	02/26/2026	$188.10	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
10424	02/26/2026	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
10425	02/26/2026	$506.66	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10426	02/26/2026	$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
10427	02/26/2026	$2,157.71	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
10428	02/26/2026	$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
10429	02/26/2026	$294.59	SUPPLIES	45120	ULINE INC
10430	02/26/2026	$99,296.80	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
10431	02/26/2026	$3,017.29	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
10432	02/26/2026	$734.01	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
10433	02/26/2026	$1,840.83	SUPPLIES	3088	WAXIE SANITARY SUPPLY
	ACH TOTAL	**$8,438,491.31**			
610042	02/12/2026	$9,874.74	CONTRACT SERVICES	4686	A.O. REED & CO LLC
610043	02/12/2026	$2,840.75	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
610044	02/12/2026	$1,200.00	CONTRACT SERVICES	5341	MANPOWER COMPLIANCE SERVICES, LLC DBA SALMON & SCHROEDER TANK
610045	02/12/2026	$2,344.89	UTILITY SERVICES	39550	AT&T
610046	02/12/2026	$4.46	UTILITY SERVICES	39550	AT&T
610047	02/12/2026	$55.00	UTILITY SERVICES	1732	AT&T CORP
610048	02/12/2026	$6.08	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
610049	02/12/2026	$48,131.39	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WAY	4831	BOWMAN CONSULTING GROUP LTD
610050	02/12/2026	$661.00	CONTRACTORS	5339	BRIGHT PLANET SOLAR
610051	02/12/2026	$605.00	CONTRACT SERVICES	5108	CALIFORNIA ASBESTOS CONSULTANTS
610052	02/12/2026	$16,000.00	DUES & SUBSCRIPTIONS	32970	CALIFORNIA TRANSIT ASSOCIATION
610053	02/12/2026	$8,165.76	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610054	02/12/2026	$856.73	TRAINING	3173	HERMES CARBAJAL
610055	02/12/2026	$82,101.29	VEHICLE PURCHASES	5115	CART MART INC.
610056	02/12/2026	$5,750.00	CONTRACT SERVICES	5225	CBJ, LP DBA LOS ANGELES BUSINESS JOURNAL
610057	02/12/2026	$181.25	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610058	02/12/2026	$1,100.66	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610059	02/12/2026	$7,128.03	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610060	02/12/2026	$623.82	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
610061	02/12/2026	$899.46	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
610062	02/12/2026	$124.11	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
610063	02/12/2026	$2,127.00	RETIREMENT	3128	CITY OF BELL GARDENS
610064	02/12/2026	$1,810.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
610065	02/12/2026	$473.00	TRAINING	5282	BRANDON CONTRERAS

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610066	02/12/2026	$688.00	CONTRACT SERVICES	4174	COSTAR REALTY INFORMATION INC
610067	02/12/2026	$320.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
610068	02/12/2026	$8,495.70	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
610069	02/12/2026	$40,315.93	CONTRACT SERVICES	4846	CWE
610070	02/12/2026	$7,397.57	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
610071	02/12/2026	$514.34	TRAINING	4736	JOE DE LA TORRE
610072	02/12/2026	$130.05	UTILITY SERVICES	4829	DISH NETWORK LLC
610073	02/12/2026	$47,500.00	IMPROVEMENTS OTHER THAN BUILDING	5206	ELECNOR BELCO ELECTRIC, INC.
610074	02/12/2026	$49,995.00	MACHINERY & EQUIPMENTS	5257	ELERTS CORPORATION
610075	02/12/2026	$672.00	CONTRACT SERVICES	4590	ERICK MORENO DBA IMPRESSIVE PRINTS
610076	02/12/2026	$2,167.76	CONTRACT SERVICES	3982	EVERNOTH CARE SOLUTIONS, INC
610077	02/12/2026	$34,953.88	MACHINERY & EQUIPMENTS	4835	FASTER ASSET SOLUTIONS
610078	02/12/2026	$402.00	TRAVEL & MEETINGS	4447	YVETTE FERNANDEZ
610079	02/12/2026	$3,099.40	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
610080	02/12/2026	$18,032.44	VEHICLE MAINTENANCE/EXPENSES	5150	FULLER TRUCK ACCESSORIES
610081	02/12/2026	$7,668.33	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
610082	02/12/2026	$2,994.58	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
610083	02/12/2026	$138.89	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY INC
610084	02/12/2026	$401.92	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
610085	02/12/2026	$1,500.00	EDUCATION REIMBURSEMENT	3542	GUADALUPE HERNANDEZ
610086	02/12/2026	$2,975.73	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
610087	02/12/2026	$10,200.00	CONTRACT SERVICES	5289	INSIGHT STRATEGIES, INC.
610088	02/12/2026	$1,784.81	CONTRACT SERVICES	993	IVA SOLUTIONS INC
610089	02/12/2026	$277.83	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
610090	02/12/2026	$570.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
610091	02/12/2026	$7,879.99	IMPROVEMENTS OTHER THAN BUILDING	3716	KOA CORPORATION
610092	02/12/2026	$49,945.00	CONTRACT SERVICES	5269	L. BARRIOS & ASSOCIATES, INC. DBA STI SPORTS TURF INNOVATIONS
610093	02/12/2026	$4,572.95	CONTRACT SERVICES	5065	LAW OFFICES OF ANGEL HO INC.
610094	02/12/2026	$1,993.91	VEHICLE MAINTENANCE/EXPENSES	20620	LOS ANGELES TRUCK CENTERS LLC
610095	02/12/2026	$436.50	CONTRACT SERVICES	41180	MANUEL NUNEZ
610096	02/12/2026	$795.75	CONTRACT SERVICES	40850	MARIA E CASAS
610097	02/12/2026	$1,343.53	SUPPLIES	5299	MEISTER SEALCOAT & SUPPLIES, LLC DBA SEALMASTER
610098	02/12/2026	$875.03	EDUCATION REIMBURSEMENT	5342	ERWIN MELESIO
610099	02/12/2026	$300.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
610100	02/12/2026	$404.00	TRAVEL & MEETINGS	5231	STEVEN MINNIG
610101	02/12/2026	$185.18	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
610102	02/12/2026	$985.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
610103	02/12/2026	$151.32	SUPPLIES	15620	OFFICE DEPOT INC

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610104	02/12/2026	$500.00	TRAINING	4847	CHRISTOPHER ORLOWOSKY
610105	02/12/2026	$4,992.00	CONTRACT SERVICES	4266	PARENT FAMILY ENGAGEMENT AND COMMUNITY SERVICES IN
610106	02/12/2026	$551.66	RETIREMENT	42490	LINDA PAYAN
610107	02/12/2026	$8,265.75	CONTRACT SERVICES	5019	POWERSCHOOL HOLDINGS LLC
610108	02/12/2026	$3,093.33	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
610109	02/12/2026	$10,324.46	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
610110	02/12/2026	$1,401.83	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
610111	02/12/2026	$292.50	CONTRACT SERVICES	4952	DEBORAH LYNN RIVERA
610112	02/12/2026	$1,627.41	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
610113	02/12/2026	$1,503.01	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
610114	02/12/2026	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
610115	02/12/2026	$402.00	TRAVEL & MEETINGS	3161	DANIEL SIFUENTES
610116	02/12/2026	$1,456.46	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY LLC
610117	02/12/2026	$694.00	CONTRACTORS	5343	EMILIO SOTO
610118	02/12/2026	$4,469.41	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
610119	02/12/2026	$88,847.73	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610120	02/12/2026	$57,786.90	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
610121	02/12/2026	$8,785.88	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
610122	02/12/2026	$2,141.67	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
610123	02/12/2026	$228.90	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
610124	02/12/2026	$222,090.99	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
610125	02/12/2026	$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
610126	02/12/2026	$580.13	CONTRACT SERVICES	5322	TURBO DATA SYSTEMS, INC.
610127	02/12/2026	$128,825.96	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
610128	02/12/2026	$9,071.89	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
610129	02/12/2026	$2,586.60	UTILITY SERVICES	72570	US TELEPACIFIC CORP
610130	02/12/2026	$2,055.30	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
610131	02/12/2026	$153.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
610132	02/12/2026	$976.28	CONTRACT SERVICES	2905	ZUTRA WATER
610133	02/12/2026	$288.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
610134	02/12/2026	$1,290.86	CONTRACT SERVICES	4132	BWI LIGHT LLC
610135	02/19/2026	$1,830.32	SUPPLIES	5349	2010 OFFICE FURNITURE, INC.
610136	02/19/2026	$1,171.90	CONTRACT SERVICES	4686	A.O. REED & CO LLC
610137	02/19/2026	$26,984.10	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
610138	02/19/2026	$28,767.90	CONTRACT SERVICES	4776	ADMINSURE INC
610139	02/19/2026	$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
610140	02/19/2026	$125.88	UTILITY SERVICES	39550	AT&T
610141	02/19/2026	$10,573.53	UTILITY SERVICES	39550	AT&T

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610142	02/19/2026	$42.74	UTILITY SERVICES	39550	AT&T
610143	02/19/2026	$44.48	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
610144	02/19/2026	$8,325.00	TRAVEL & MEETINGS	32970	CALIFORNIA TRANSIT ASSOCIATION
610145	02/19/2026	$89.95	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610146	02/19/2026	$6,450.00	SUPPLIES	5128	CATALINA CHANNEL EXPRESS, INC.
610147	02/19/2026	$27.64	UTILITY SERVICES	36610	CITY OF PICO RIVERA
610148	02/19/2026	$3,805.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
610149	02/19/2026	$2,687.50	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
610150	02/19/2026	$1,582.84	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
610151	02/19/2026	$2,377.41	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
610152	02/19/2026	$1,741.28	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
610153	02/19/2026	$59.90	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
610154	02/19/2026	$254.16	CONTRACT SERVICES	5256	FLOWATER, INC.
610155	02/19/2026	$62,499.99	VEHICLE PURCHASES	29160	FORD OF MONTEBELLO
610156	02/19/2026	$1,236.93	UNIFORM EXPENSE	55650	GALLS LLC
610157	02/19/2026	$177.00	CONTRACTORS	5356	HAR MECHANICAL INC
610158	02/19/2026	$1,269.35	CONTRACT SERVICES	1675	SIMKINS CO INC
610159	02/19/2026	$4,811.92	ADVERTISING/PRINTING SERVICES	43680	JJ KELLER & ASSOCIATES INC
610160	02/19/2026	$138.43	TRAINING	898	RYAN JOSETT
610161	02/19/2026	$3,102.40	CONTRACT SERVICES	4485	KIMLEY-HORN AND ASSOCIATES INC
610162	02/19/2026	$56,000.14	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
610163	02/19/2026	$5,000.00	CONTRACT SERVICES	133	LIONS CLUB OF MONTEBELLO
610164	02/19/2026	$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
610165	02/19/2026	$881.79	TRAVEL & MEETINGS	3919	MIGUEL VELASCO DBA: MV TOOLS & REPAIR, LLC
610166	02/19/2026	$5,000.00	CONTRACT SERVICES	215	MONTEBELLO AYSO
610167	02/19/2026	$5,000.00	CONTRACT SERVICES	52740	MONTEBELLO GOLDEN STATE BASKETBALL ASSOC
610168	02/19/2026	$5,000.00	CONTRACT SERVICES	671	MONTEBELLO POLICE ATHLETIC AND
610169	02/19/2026	$5,000.00	CONTRACT SERVICES	2355	MONTEBELLO ROTARY CLUB
610170	02/19/2026	$5,000.00	CONTRACT SERVICES	2010	MONTEBELLO YOUTH FOOTBALL ASSOCIATION
610171	02/19/2026	$5,000.00	CONTRACT SERVICES	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
610172	02/19/2026	$1,155.78	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
610173	02/19/2026	$768.59	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
610174	02/19/2026	$1,153.59	VEHICLE MAINTENANCE/EXPENSES	5221	PARTS AUTHORITY LLC
610175	02/19/2026	$410.00	GENERAL GOVERNMENT	5355	MICHAEL REYES
610176	02/19/2026	$6,938.34	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
610177	02/19/2026	$238.00	TRAVEL & MEETINGS	5154	ALBERTO SAUCEDO
610178	02/19/2026	$11,263.13	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
610179	02/19/2026	$7,400.00	CONTRACT SERVICES	3583	SHOCKWAVE ELECTRIC INC

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610180	02/19/2026	$5,000.00	CONTRACT SERVICES	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
610181	02/19/2026	$32,736.63	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610182	02/19/2026	$100.00	TRAVEL & MEETINGS	3385	STATE OF CA - DEPT OF FORESTRY AND FIRE PROTECTION
610183	02/19/2026	$16,756.63	UTILITY SERVICES	526	T-MOBILE USA INC
610184	02/19/2026	$430.00	UNIFORM EXPENSE	4278	TEN OF TEN EMBROIDERY INC
610185	02/19/2026	$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
610186	02/19/2026	$47,606.99	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
610187	02/19/2026	$8,855.01	SUPPLIES	5327	THE PARK CATALOG
610188	02/19/2026	$5,000.00	CONTRACT SERVICES	2785	TOWNSEND PUBLIC AFFAIRS INC
610189	02/19/2026	$238.00	TRAVEL & MEETINGS	5030	IVAN ULLOA
610190	02/19/2026	$7,307.43	CONTRACT SERVICES	3042	UNITED RENTALS (NORTH AMERICA) INC
610191	02/19/2026	$3,737.28	UTILITY SERVICES	72570	US TELEPACIFIC CORP
610192	02/19/2026	$209.96	CONTRACT SERVICES	4593	VESTIS GROUP INC
610193	02/19/2026	$59,970.85	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
610194	02/19/2026	$7,815.50	CONTRACT SERVICES	3731	YUNEX LLC
610195	02/19/2026	$102.39	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
610196	02/19/2026	$118.87	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
610197	02/19/2026	$26.86	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
610198	02/26/2026	$270.00	CONTRACT SERVICES	1674	1st JON INC
610199	02/26/2026	$13,082.00	CONTRACT SERVICES	3956	ADVANCED PROBLEM SOLVING LLC
610200	02/26/2026	$40.00	CARPOOL INCENTIVE	5132	NICOLE AGUIRRE
610201	02/26/2026	$40.00	CARPOOL INCENTIVE	5277	JAIME ALMEIDA-SOTOMAYOR
610202	02/26/2026	$4,140.59	CONTRACT SERVICES	5298	ANDERSEN COMMERCIAL PLUMBING, LLC DBA KIRMAN PLUMBING COMPANY
610203	02/26/2026	$2,267.68	UTILITY SERVICES	38380	AT&T
610204	02/26/2026	$275.20	UTILITY SERVICES	39550	AT&T
610205	02/26/2026	$61.51	UTILITY SERVICES	39550	AT&T
610206	02/26/2026	$3,339.96	UTILITY SERVICES	1732	AT&T CORP
610207	02/26/2026	$149.10	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
610208	02/26/2026	$375.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
610209	02/26/2026	$2,431.72	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
610210	02/26/2026	$3,096.25	VEHICLE MAINTENANCE/EXPENSES	4733	EDWARD BARRON
610211	02/26/2026	$911.98	SUPPLIES	159	BOUND TREE MEDICAL LLC
610212	02/26/2026	$277.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
610213	02/26/2026	$572.29	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610214	02/26/2026	$4,940.99	CONTRACT SERVICES	3847	CCF FLOORING CONTRACTORS, INC
610215	02/26/2026	$131.85	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610216	02/26/2026	$329.92	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
610217	02/26/2026	$41.37	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
610218	02/26/2026	$4,500.00	TRAVEL & MEETINGS	72540	CITY OF GARDENA
610219	02/26/2026	$414.38	SUPPLIES	4579	COLORSCAPE GRAPHICS
610220	02/26/2026	$9,469.74	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
610221	02/26/2026	$7,246.53	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
610222	02/26/2026	$60,285.74	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
610223	02/26/2026	$800.00	CONTRACT SERVICES	4420	DF POLYGRAPH
610224	02/26/2026	$22,886.00	MACHINERY & EQUIPMENTS	4835	FASTER ASSET SOLUTIONS
610225	02/26/2026	$4,167.50	VEHICLE MAINTENANCE/EXPENSES	4245	FIRE APPARATUS SOLUTIONS
610226	02/26/2026	$1,500.00	EDUCATION REIMBURSEMENT	5360	AUSTIN FONG
610227	02/26/2026	$1,335.63	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
610228	02/26/2026	$182.00	CONTRACTORS	5361	FREE ENERGY SERVICES
610229	02/26/2026	$672.60	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
610230	02/26/2026	$428.97	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
610231	02/26/2026	$2,944.38	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
610232	02/26/2026	$20.00	CARPOOL INCENTIVE	5008	LAURIE HERNANDEZ
610233	02/26/2026	$1,392.53	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
610234	02/26/2026	$1,869.01	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
610235	02/26/2026	$1,789.00	CONTRACT SERVICES	5198	ION SECURITY & FIRE SYSTEMS INC.
610236	02/26/2026	$491.42	CONTRACT SERVICES	1675	SIMKINS CO INC
610237	02/26/2026	$377.06	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
610238	02/26/2026	$4,209.28	CONTRACT SERVICES	4355	LM INVESTIGATIONS LLC
610239	02/26/2026	$56,518.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES INC
610240	02/26/2026	$1,617.19	VEHICLE MAINTENANCE/EXPENSES	7110	MOHAWK MFG & SUPPLY CO
610241	02/26/2026	$5,000.00	CONTRACT SERVICES	5359	MONTEBELLO BASEBALL ASSOCIATION
610242	02/26/2026	$0.00	MACHINERY & EQUIPMENTS	23460	MOTOROLA SOLUTIONS INC
610243	02/26/2026	$177.00	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
610244	02/26/2026	$1,350.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
610245	02/26/2026	$1,455.52	SUPPLIES	15620	OFFICE DEPOT INC
610246	02/26/2026	$4,780.52	SUPPLIES	4992	OUT-FIT, A CALIFORNIA CORPORATION
610247	02/26/2026	$14,500.00	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP DBA: AMTECH ELEVATOR SERVICES
610248	02/26/2026	$40.00	CARPOOL INCENTIVE	5274	BRIAN PEREZ
610249	02/26/2026	$550.00	TRAINING	5288	ALBERT PHILLIPS DBA BUD PHILLIPS, SAP
610250	02/26/2026	$20.00	CARPOOL INCENTIVE	5191	JILLIAN PICADO
610251	02/26/2026	$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
610252	02/26/2026	$16,796.83	ADVERTISING/PRINTING SERVICES	665	POINT EMBLEMS LLC
610253	02/26/2026	$1,517.49	SUPPLIES	5353	POO FREE PARKS DBA BLUE SKY CO, LLC
610254	02/26/2026	$6,226.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
610255	02/26/2026	$33,674.04	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC

City of Montebello
Register of Demands No. 1607
From Payment Date 02/06/26 - To Payment Date 02/26/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
610256	02/26/2026	$1,200.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
610257	02/26/2026	$12,830.42	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
610258	02/26/2026	$5,122.34	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
610259	02/26/2026	$811.56	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
610260	02/26/2026	$207.46	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
610261	02/26/2026	$22,036.83	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610262	02/26/2026	$11,093.35	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
610263	02/26/2026	$955.80	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
610264	02/26/2026	$850.00	CONTRACT SERVICES	4520	STARBIANO LLC
610265	02/26/2026	$3,763.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
610266	02/26/2026	$336.75	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
610267	02/26/2026	$450.00	EDUCATION REIMBURSEMENT	4779	NICHOLAS SWAVING
610268	02/26/2026	$5,272.80	MACHINERY & EQUIPMENTS	6230	SYMPRO INC
610269	02/26/2026	$180.41	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
610270	02/26/2026	$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
610271	02/26/2026	$3,038.75	SUPPLIES	2573	TELEFLEX LLC
610272	02/26/2026	$10,615.61	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
610273	02/26/2026	$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
610274	02/26/2026	$59,271.21	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
610275	02/26/2026	$24,861.93	CONTRACT SERVICES	5322	TURBO DATA SYSTEMS, INC.
610276	02/26/2026	$13,564.00	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
610277	02/26/2026	$5,200.00	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC
610278	02/26/2026	$374.30	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
610279	02/26/2026	$765.70	SUPPLIES	67320	WINZER
610280	02/26/2026	$40.00	CARPOOL INCENTIVE	5038	JESSIE WOO
610281	02/26/2026	$1,574.27	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
610282	02/26/2026	$20.00	CARPOOL INCENTIVE	4109	ISELA SIORDIA
610283	02/26/2026	$337,500.00	MACHINERY & EQUIPMENTS	23460	MOTOROLA SOLUTIONS INC
	CHECK TOTAL	**$2,407,368.85**			
1544	02/19/2026	$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	SUCCESSOR TOTAL	**$2,255.00**			
	GRAND TOTAL	**$10,848,115.16**			

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 - March

March 25, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month - Pablo Castorena	Presentation	Public Affairs	David S.
	Approve Agreement No. 4481 with AM Signal for Purchase and Installation of the Opticom GPS System	Consent	Public Works	Cesar R.
	Minutes	Consent.	Admin	Kim G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.