



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING AGENDA

WEDNESDAY, MARCH 9, 2022 AT 5:00 P.M.

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

CITY COUNCIL

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

CITY MANAGER

René Bobadilla, City Manager

CITY TREASURER

Rafael Gutierrez

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager

Fire Chief

Police Chief

Director of Finance

Director of Human Resources

Director of Planning/Community Development

Director of Public Works

Director of Recreation and Community Services

Director of Transportation

Arlene Salazar

Fernando Pelaez

Brad Keller

Michael Solorza

Nicholas Razo

Joseph Palombi

James Enriquez

David Sosnowski

Lupita Ibarra

NOTICES

COVID-19 NOTICE: Pursuant to Assembly Bill 361 and the ongoing State of Emergency in regard to COVID-19, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. The City Council and Staff will meet in person at the Council Chambers but **due to COVID-19 and to ensure the health and safety of the public, the Council Chambers will be available for limited attendance during the public comment period or public testimony period for public hearings of the City Council meetings and all *real time* public participation, pursuant to Assembly Bill 361, will take place in person by attending the City Council meeting at City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California and will continue to occur telephonically and/or in writing until further notice.** Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: <https://www.cityofmontebello.com/government/live-streaming.html>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1363 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 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**

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on Closed Session items during the "Public Comments for Closed Session Items" period. The public may also address the City Council on any items listed on the Agenda and on items *not* listed on the Agenda (Non-Agenda Items) during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. For those interested in making public comments, you may address the City Council in person or call in to the City Clerk's office as listed below until the day of the meeting **prior to the start of each Public Comments period, Wednesday, March 9, 2022.** In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on any or all agenda items and on any Non-Agenda Item(s) shall not exceed three (3) minutes per person; the period for all "Public Comments" may be limited to 30-minutes. **In person speakers will be addressed first, telephonic speaker cards will follow thereafter. In person speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. The public can also submit *speaker card requests telephonically* by calling at (323) 887-1216, Staff will complete the speaker cards and speakers will be called in the order received.** Both in person speakers and speaker cards will be addressed during the "Public Comments" periods only. **City Council meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.** The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the public comments period(s). The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit written comments up until the day of the meeting, **Wednesday, March 9, 2022 between 7:30 a.m. – 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council until the after the meeting, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION – 5:00 P.M.

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

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

2. CONFERENCE WITH LABOR NEGOTIATORS (salary schedule)

Government Code Section 54957.6

Agency Negotiators: Rene Bobadilla, Nicholas Razo

Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Francesca Tucker-Schuyler v. City of Montebello

Los Angeles Superior Court Case No. 20STCV22180

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 5055 Passons Boulevard, Pico Rivera, CA 90660

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: City of Pico Rivera

Under Negotiation: Price and Terms

REGULAR SESSION – NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

5. RECOGNITION OF CITIZEN OF THE MONTH – BARBARA RISHER WELCH, RISHER MORTUARY & CREMATION SERVICES
6. RECOGNITION OF COVID-19 MEMORIAL – MARCH 13TH
7. RECOGNITION OF WOMEN’S HISTORY MONTH
8. RECOGNITION OF UTILITY BOX ART WINNERS

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

Pursuant to AB 361 and the guidelines specifically stated in this agenda above, at this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

OLD BUSINESS

9. **APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 3957 WITH 789, INC. FOR CITYWIDE BRAND UPDATE SERVICES**

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute Professional Services Agreement No. 3957 with 789, Inc. For graphic design consulting services to update and refresh the City of Montebello and department branding and to develop a City-wide updated graphic standards manual.

REGULAR BUSINESS**10. APPROVE AN ALTERNATIVE BUS OPERATOR RECRUITMENT AND SUPPORT PLAN FOR MONTEBELLO BUS LINES**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve an alternative Bus Operator Recruitment and Support Plan (Plan) for Montebello Bus Lines (MBL); and
- 2) Amend the Master Position Control by increasing Transit Dispatch Supervisor (TDS) positions from 12.0 Full-Time Equivalents (FTE) to 15.0 FTE in the Transit Department; and
- 3) Authorize the City Manager and/or his Designee to execute any necessary operational changes on behalf of the City of Montebello (City); and
- 4) Take such additional, and related, action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

11. APPROVE GENERAL SERVICES AGREEMENT NO. 3960 BETWEEN THE CITY OF MONTEBELLO AND THE COUNTY OF LOS ANGELES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a new General Services Agreement between the City of Montebello and Los Angeles County; and
- 2) Authorize the City Manager to execute the agreement on behalf of the City; and
- 3) Direct the City Clerk's office to forward the executed agreement, together with a copy of the certified minutes of indicating City Council approval of this item.

12. SECOND READING AND ADOPTION OF ORDINANCE 2444 AMENDING THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF CITY COUNCILMEMBERS

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct the second reading and adopt Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Councilmembers of the City of Montebello ("City"); and
- 2) Review and approve the new proposed tentative CVRA schedule; and
- 3) Take such additional, related, action that may be desirable.

13. APPROVAL TO SUBMIT APPLICATION FOR THE CAL OFFICE OF EMERGENCY SERVICES (CAL OES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for the California Fire Foundation Spring 2022 Grant Cycle; and
- 2) Take such additional, related, action that may be desirable.

14. REQUEST TO APPROVE PURCHASE OF A TRAINING CENTER FROM FORCIBLE ENTRY EQUIPMENT, INC. FOR FIRE OPERATIONS TRAINING

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase of a Forcible Entry Conex Box Training Center in the amount of \$65,118 ; and
- 2) Authorize the City Manager to execute an agreement with Forcible Entry Equipment, Inc. in a not-to-exceed amount of \$75,000; and
- 3) Take such additional, related actions necessary to actions to effectively and efficiently procure the Fire Training Center.

15. APPROVAL OF CITY COUNCIL MINUTES – DECEMBER 8, 2021 AND FEBRUARY 9, 2022

RECOMMENDATION: Approve said minutes as written.

16. PAYMENT OF BILLS: RESOLUTION NO. 22-12 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 9, 2022

RECOMMENDATION: Adopt Resolution No. 22-12 approving the Warrant Register dated March 9, 2022.

AB 1234 TRAVEL REPORTS

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

COUNCIL ORALS

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

- **Councilmember Torres**
- **Councilmember Peralta**

1. Women History Month: This month I will be recognizing women-owned businesses in Montebello. Nominate your favorite woman-owned business for a chance to win a surprise. Please send nominations to speralta@cityofmontebello.com or through social media.

- Councilmember Melendez
- Mayor Pro Tem Jimenez
- Mayor Cobos-Cawthorne

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 23, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, March 6, 2022 5:00 p.m.**



Alicia Fernandez, Deputy City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Chee, Deputy Director of Public Affairs

SUBJECT: **Approve Professional Services Agreement No. 3957 with 789, Inc. for Citywide Brand Update Services**

DATE: March 9, 2022

RECOMMENDATION:

It is recommended that City Council authorize the City Manager to execute Professional Services Agreement No. 3957 with 789, Inc. for graphic design consulting services to update and refresh the City of Montebello and department branding and to develop a City-wide updated graphic standards manual.

FISCAL IMPACT

The Fiscal Year 2021-22 adopted budget contains \$50,000 in funding for a graphics/branding update (Account No. 100-20-210-6040.95, General Fund, Administration, Community Promotion, Other Professional Services). This amount was an estimate, based on limited knowledge of the amount of work needed. The recommended contractor bid for the desired scope of work does not exceed \$50,000.

BACKGROUND

The City's current brand identity, excluding the official City seal, includes everything from street signs, wayfinding, City banners and street monuments to letterhead, business cards and the City logo. None of these items have been updated in several decades, and numerous branding items are dated (i.e., City Logo, stationary, etc.) with a lack of consistency throughout the organization. Montebello needs a bold and updated look to signal its progress, standing and momentum for a 21st century environment.

The process for choosing 789, Inc. to perform the brand update services was as follows:

Approve Professional Services Agreement No. 3957 with 789, Inc. for Citywide Brand Update Services

Page 2 of 2

- A Request for Proposals (RFP) was issued on November 15, 2021, and the City received a total of six (6) proposals.
- An internal review team convened December 16, 2021, to review all submissions. From this review three (3) proposals were deemed adequate for further consideration.
- On January 18, 2022, a second review meeting was conducted with the City Manager and one (1) proposal was dismissed as the contractor's capabilities were deemed insufficient to meet the City's requirements and needs.
- Two (2) proposals were moved forward to oral presentations, Q&A feedback and responses in order to make a final selection. Oral presentations and reviews were conducted with each firm on January 25 and February 7, 2022, respectively.
- One contractor was determined to have the depth of experience, design skills and staff to address the City's current graphic design needs and to meet budget requirements.
- This item was introduced at the February 23, 2022 City Council Meeting and was continued to the March 9, 2022 City Council Meeting.

SUMMARY

Staff recommends the City Council authorize the City Manager to execute a Professional Services Agreement with 789, Inc. to provide graphic design consulting services and to update and create a new graphic standard manual for the City. Sufficient funding for this project exists in the FY 2021-22 budget, therefore no budget adjustments are needed.

ATTACHMENTS:

- A. Attachment A – Request for Proposals No. 22-2
- B. Attachment B – Draft Professional Services Agreement No. 3957
- C. Attachment C – 789 Response to Request for Proposals No. 22-2



CITY OF MONTEBELLO

Request for Proposals

RFP No. 22 - 2

City–Wide Branding Services

Release Date: Wednesday, November 10, 2021
Due Date: Thursday, December 9, 2021, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites consultants to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. 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.

THE DATE OF SOLICITATION

November 10, 2021

THE PROJECT

Project Name: City-Wide Branding Services
Location: City of Montebello

THE OWNER

Name: City of Montebello – Public Affairs
Address: 1600 West Beverly Blvd., Montebello, CA 90640
Contact: Michael Chee, Deputy Director
Contact Phone: (323) 887-1200
Contact E-Mail: mchee@cityofmontebello.com

PROPOSAL CONTACT

Name: City of Montebello – Department of Finance
Address: 1600 W. Beverly Blvd., Montebello, CA 90640
Contact: Micah Herd, Sr. Management Analyst
Contact Phone: (323) 887-1200 Ext. 212
Contact E-Mail: mherd@cityofmontebello.com

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, November 24, 2021, at 11:00 a.m. PST. To access the City's PlanetBids Portal, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click on "Bid Opportunities" to locate the RFP.

**City–Wide Branding Services
RFP No. 22 - 2**

Table of Contents

	<u>Page</u>
1.0 Notice Inviting Proposals	4
2.0 Introduction/About the City of Montebello	5
3.0 Timeline	6
4.0 Purpose	6
5.0 Scope of Work	7
6.0 Promotional Use of Materials Produced	7
7.0 Proposal Submission	8
8.0 Evaluation of Proposal	8
9.0 Proposal Protests	8
10.0 Execution of Agreement	10
11.0 Insurance	10
12.0 Non-Commitment of City	12
13.0 Labor Requirements	12
14.0 Records	13
15.0 Subcontractors	13
16.0 Modifications/Changes	13
17.0 Disclosure of Information	13
18.0 City of Montebello Rights	13

Appendix A – Proposal Content and Format

Appendix B - Sample Professional Services Agreement

**City-Wide Branding Services
RFP NO. 22 – 2**

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified consultants/firms to provide City-Wide Branding Services in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 22-2. Prospective respondents are advised to read information related to this opportunity carefully before submitting a response.

To view the complete RFP package, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click on "Bid Opportunities." Responses must be submitted via PlanetBids by **Thursday, December 9, 2021, at 11:00 a.m. PST**. Questions regarding this RFP shall be submitted no later than **Wednesday, November 24, 2021, at 11:00 a.m. PST**.

Responses to this request will be evaluated to determine the consultant/firm that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP. Responses will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to be considered.

DATE OF SOLICITATION:	Wednesday, November 10, 2021
QUESTIONS DEADLINE:	Wednesday, November 24, 2021 at 11:00 a.m. PST <i>(QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS)</i>
SUBMITTAL DUE DATE:	Thursday, December 9, 2021 at 11:00 a.m. PST

2.0 Introduction

The City of Montebello, hereinafter referred to as "City," is soliciting proposals from consultants to provide city-wide branding services.

Responses are due no later than Thursday, December 9, 2021, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, Proposers must register as a "vendor" in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click "New Vendor Registration."

All responses to this opportunity must conform to the requirements of this RFP. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements of each qualification that are identified by the Consultant as business or trade secrets and marked as "Trade Secret," "Confidential," or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act (California Government Code § 6250 et seq.).

Each element of a submittal that the Consultant desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. 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 as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Under the direction of the City's elected officials and residents, City Administration has identified a goal of improving the City's image and visually communicating progress. For this reason, the City is seeking the services of a consultant to provide branding services. This update should include but is not limited to: updating city logos, taglines, and other marketing materials for all City departments. The City has nine (9) departments that the Consultant would be responsible for conducting work.

3.0 Timeline

- | | |
|---|-------------------------------|
| • Release RFP | November 10, 2021 |
| • Online Q&A Deadline | November 24, 2021 at 11am PST |
| • Deadline to Submit Responses via PlanetBids | December 9, 2021 at 11am PST |
| • City Review of Qualification Submissions | December 13 – 17, 2021 |
| • Notifications Sent to Consultants | Early January 2022 |
| • Award | Late January 2022 |

4.0 Purpose

The purpose of this RFP is to solicit proposals from qualified consultants/firms to conduct a branding study to research and recommend strategies for the City. Upon completion of the work described in the scope of work, the City hopes to accomplish the following objectives:

- Develop a cohesive brand concept to include a brand messaging, tagline(s), and logos that are adaptable for use across various departments and public service functions within the City, including but not limited to: Administration, Economic Development, Community Development, Parks & Recreation, Police, Fire, Public Works, and Montebello Bus Lines. The brand concept will provide for a standard color palette and typography that ties to the brand promise.
- Create a Brand Manual that outlines how the brand works and creates design standards for all future marketing and communication materials.
- Develop and deliver a consistent message, aid with tourism, job seekers, resident and business attraction and retention that is easily recognizable, marketable, and memorable. New brand imaging should reflect and illicit a modern and future-forward emotional response.

Concepts and designs will be used, but not limited to, the following ways:

- Street signs and wayfinding (including existing City welcome milestones)
- Marketing and PR materials
- Print and electronic advertising
- Website design
- Social media
- Business cards
- Letterhead and associated City stationery
- City building and facility signage
- Vehicle decals and applications
- Public Events and street banners
- City uniforms and branded attire (polos, sweaters, jackets, etc.)
- Additional items as may be identified

5.0 Scope of Work

As referenced in Section 4.0 - Purpose, the City is seeking a consultant/firm to conduct branding services to research and recommend strategies for the City of Montebello. Data collection and analysis are expected to develop modern logos and create a comprehensive visual identity, positioning, and messaging. The main goal is to ensure the brand aligns with the City's culture, reflects the City's strategic direction and vision, strengthens brand reputation amongst residents, business owners, and other community stake and shareholders, and sets the stage for future support for advancing economic development activities within the City.

Research

1. Conduct a review and audit of all City communications materials.
2. Conduct a review of a similar local government agency(ies) with an effective marketing strategy.
3. Conduct quantitative research in the form of a brand survey in consultation with the Administration Department and launch of the survey.
4. Conduct qualitative research in focus groups and stakeholder interviews, including developing the focus group and interview instruments.
5. Assess the perception of the current brand based on data analysis of the research.
6. Analyze and research City's logo for modernization.
7. Present a report including findings and recommendations for necessary changes and/or updates to the current brand.
8. Review the current's City's municipal code ("Code") to ensure any new proposed designs to logos and communication materials are aligned with the Code's intent and purpose.

Logo Exploration/Creative Services

1. Develop multiple logo concepts to present to City staff and community stake and shareholders (minimum of five (5) logos). It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.
2. Develop brand positioning and possible taglines for the City.
3. Validate brand identity, positioning of the brand, and messaging through focus groups.
4. Create an updated style guidelines document (Brand Manual).
5. Provide final design in various media forms for printing and reproduction, general use by the City.

6.0 Promotion and Use of Materials Produced

Documents/items produced for the City will become the exclusive property of the City. In no instance will the City's name be used by the Proposer in connection with any advertising or promotion without the specific written permission of 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 of the requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal no later than Thursday, December 9, 2021, at 11:00 a.m. PST. Any responses that are transmitted and/or electronically time-stamped after the deadline shall not be accepted. Consultants planning to submit responses to this request are highly encouraged to register an account in the City’s PlanetBids Vendor Portal and submit all documentation ahead of the deadline to avoid any technical difficulties/errors.

8.0 Evaluation of Proposals

The City will establish an evaluation committee consisting of City staff for reviewing and rating each proposal response. The proposal evaluation process will be conducted using a two-step process.

First, the committee will review all submissions to ensure the minimum/proposal format requirements are adhered. In the second part of this process, the evaluation committee will review and rate proposals based on the following:

- Qualifications as they relate to this project (40%)
 - Thoroughness and understanding of the tasks to be completed
 - Background and experience in organizational analysis evaluation
 - Experience of personnel assigned to the work
 - Communication Skills
- Reputation for integrity and competence (25%)
 - Positive Reference Checks
- Work Samples (25%)
- Proposed Fees and Charges for Service (10%)

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would 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:
The City of Montebello
Attn: Director of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@cityofmontebello.com

- B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but 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 and Sub-contractors 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 response will be provided by the Director of Finance and will 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 make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

10.0 EXECUTION OF AGREEMENT

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) days, not including Sundays and legal holidays, after the City has provided written notice that the consultant/firm has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council has the option to either reject all proposals or call for new proposals or acceptance of other proposals.

11.0 INSURANCE

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Professional Liability or Errors and Omissions

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

4. 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

1. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

2. Endorsements (if requested)

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

- a. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- b. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled 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).
- c. **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, involve 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.

Vendors 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 provided 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 NON-COMMITMENT OF CITY

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

13.0 LABOR REQUIREMENTS

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Consultant, and as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- b. **HEALTH:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **NON-DISCRIMINATION:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- e. **CONDUCT:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

14.0 RECORDS

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

15.0 SUBCONTRACTORS

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

16.0 MODIFICATIONS/CHANGES

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

17.0 DISCLOSURE OF INFORMATION

- a. The Consultant agrees that it will not during or after the term of the Contract 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, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- b. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

18.0 CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - a. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.

- c. The Consultant failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
- 2. 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;
- 3. Accept all or any part of a proposal;
- 4. Cancel the entire RFP;
- 5. Issue subsequent RFPs; or
- 6. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

City of Montebello
City – Wide Branding Services
RFP NO. 22 - 2

Appendix A – Proposal Content and Format

Proposal Content

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

1. **Letter of Interest** - Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Consultant's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the Consultants and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.
2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.
3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Please provide a minimum of three (3) specific examples of relevant experience. At a minimum, the Consultant should provide a list of the most recent projects (i.e., completed within the past twelve months) for which the Consultant has performed similar services of similar size, scope, and complexity. Examples should also include a sample of graphic design work similar to what the City is seeking.

Include the name, contact person, address, phone number and/or e-mail of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.

Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and all applicable staff. A Project Manager must be designated and the principal contact for the City throughout the project engagement. Information on the Project Manager's experience (on similar projects) and at least two references for the Project Manager. Resumes may also be included in this section.

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, which is based on the Scope of Work contained in this RFP; and discuss any

ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.

5. **Conflict of Interest Statement** - The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. If the Consultant does not have any such conflicts, a statement declaring such should be included in their submission.
6. **Cost Proposal** – Cost proposal should include the following:

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

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

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

All proposals must be submitted using the PlanetBids Portal by Thursday, December 2, 2021, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

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

Responses shall not exceed twenty (20) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The twenty (20) page-requirement does not include cover letter/letter of transmittal or any items included as additional attachments. Proposals should also include the following:

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

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on _____, **202_** (“Effective Date”), by and between the CITY OF MONTEBELLO, a California municipal corporation (the “CITY”) and _____ (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 _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

- a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:
 1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
 2. RFP No. _____
 3. Proposal referenced and Best Final Offer received by the successful proposer.
 4. 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 Request for Proposals for _____ in the City of Montebello

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

SECTION 3. TERM.

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire X years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to X year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office

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

SECTION 5. WORK PRODUCT.

- a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.
- b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

- a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The

CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

- b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

- a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.
- b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.
- c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and

any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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: [insert designated email]
- 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.

- and in any one or more counterparts all of which together with this Agreement constitute the same Agreement. Any signed copy of this Agreement, whether document or agreement referred to herein, delivered by facsimile transmission, shall be deemed to have been delivered containing an original if the signature appears in the facsimile and shall be deemed to be delivered in the same manner as though an originally signed copy of this Agreement.

NOTICE.

mands, requests or approvals, and by exhibiting and conclusively showing the receipt of the "Electronic Notice" as further confirmed by the first business day after the deposit is received or certified, addressed to the requester, or approvals hereby, and such other addresses as the

If to CITY:

City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: [ENTER EMAIL ADDRESS]

PROFESSIONAL SERVICES AGREEMENT NO. [REDACTED]

Page 11 of 12

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

If to Consultant: Consultant Name
Attn: _____
Address
City, CA #####
(###) ###-####
Email

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]

SAMPLE

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

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

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

SAMPLE

EXHIBIT “B”

Schedule of Compensation

SAMPLE

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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

ATTACHMENT B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3957 WITH 789, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on [REDACTED], 2022 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and 789, 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 city-wide branding services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 22-2
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. 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 Request for Proposals for city-branding services in the City of Montebello (issue date November 9, 2021) ("Request for Proposals"), as such is set forth fully in Exhibit "A" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 2 of 12

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide city-wide branding services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to one (1), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 3 of 12

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.

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 4 of 12

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 5 of 12

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

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 6 of 12

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

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 7 of 12

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

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 8 of 12

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.

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 9 of 12

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 – Public Affairs
Attn: Michael Chee, Deputy Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: mchee@cityofmontebello.com

If to Consultant: 789, Inc.
Attn: Charley Bell, President
101 North Citrus Avenue
Suite C3
Covina, CA 91723
(626) 533-6953
charley@789inc.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3957

Page 12 of 12

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

789, INC.

René Bobadilla, City Manager

Charley Bell, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 22 – 2
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT “A”

Response to RFP 22-2

DRAFT

EXHIBIT “B”

Schedule of Compensation

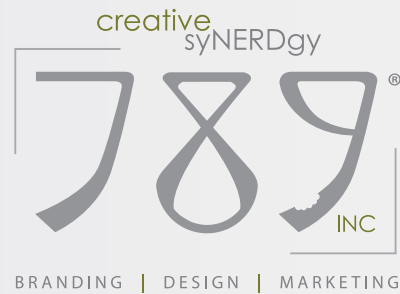
Total Compensation Shall Not Exceed \$50,000

DRAFT

EXHIBIT “C”

Live Scan Fingerprinting Requirements

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



ATTACHMENT C

A Local, **Creative Team** Specializing in **Branding,**
Marketing + Design for the **Public Agency,**
Private Business and **Non-Profit** Industries.

MBE CERTIFIED

SBE CERTIFIED

RESPONSE TO RFP NO. 22-2

Request for
Citywide Branding Services
for the **City of Montebello**

SUBMITTED ON
12.01.21

Name of Firm	789, Inc.
Address	101 N. Citrus Ave., Suite 3C, Covina, CA 91723
Point of Contact	Charley Bell, <i>President</i>
Office + Direct #s	+1 (626) 339-4789 +1 (626) 533-6953
Email + Website	charley@789inc.com 789inc.com
Date	12/19/21





Table of Contents

Title Page	*	
Table of Contents	0	
1 Letter of Interest	1	
2 Project Understanding + Approach	2	CONFIDENTIAL
3 Relevant Experience	7	
• Example #1: City of Covina	10	CONFIDENTIAL
• Example #2: Athens Services	13	CONFIDENTIAL
• Example #3: Earthmade Foods	16	CONFIDENTIAL
4 Proposed Scope of Services	19	
5 Conflict of Interest Statement	19	
6 Cost Proposal	20	
Attachment 1 Additional Samples of Work	21	
Attachment 2 Additional Samples of Work	21	



DATE: December 6, 2021

TO: Micah Herd, *Sr. Management Analyst*, Department of Finance
CC: Michael Chee, *Deputy Director*, Public Affairs
City of Montebello | 1600 W. Beverly Blvd., Montebello, CA 90640

RE: City-Wide Branding Services – RFP No. 22 - 2

On behalf of 789, Inc., we are thrilled to submit the following response to the City of Montebello's City-Wide Branding Services (RFP No. 22-2). We've teamed up with Southern California's most brilliant research agency, and together we are eager to prove our expertise and showcase our ideas for the City. We hope you'll find that our proposal demonstrates that we are THE team to develop and execute a new brand identity and strategy for the City that 1) elevates organizational visual appeal, 2) moves the needle to close the gap between your best-in-class City staff and public perception observations of the community, and 3) aligns with any identified strategic communications goals.

We know how important perception is in today's marketplace – especially for municipalities that face public scrutiny every day. Together, with our partner Sophia Gomez the principle at Public Values, our two Southern California-based (Covina and Pasadena) agencies have decades-long histories providing full-service and award-winning branding, public relations and marketing services. We offer the City our experience working with municipalities, economic development groups, water, transportation and other public agencies, and several commercial entities and more within the San Gabriel Valley, throughout Southern California – and beyond.

The City is looking for a brand evaluation, recommendation, approach and identity that looks, sounds and feels like a well-run, "community-forward" organization. We look forward to bringing the City of Montebello our

1 | Letter of Interest

branding experience that has served consumer brands, business to business companies, nonprofits, and municipal and utility entities. Additionally, we offer a team at 789 that has a history of working with several public agencies on prior branding, media relations and community initiatives.

Our team has grown up and lives in the San Gabriel Valley and with that, we bring a local understanding to challenges like public perception, community relationships, economic and community development, and fiscal responsibility. We also understand the local community dynamics and take great pride in being personally invested partners who can help the City deliver on everything you endeavor to achieve. Additionally, 789 is proud to be an SBE and MBE certified business, and proudly partners with Public Ventures, a certified WBE and DBE.

Thank you again for the consideration. We look forward to hearing from you and your team.

Charley Bell, *president*

d. 626.533.6953 | o. 626.339.4789 | e. charley@789inc.com

    | 789inc.com

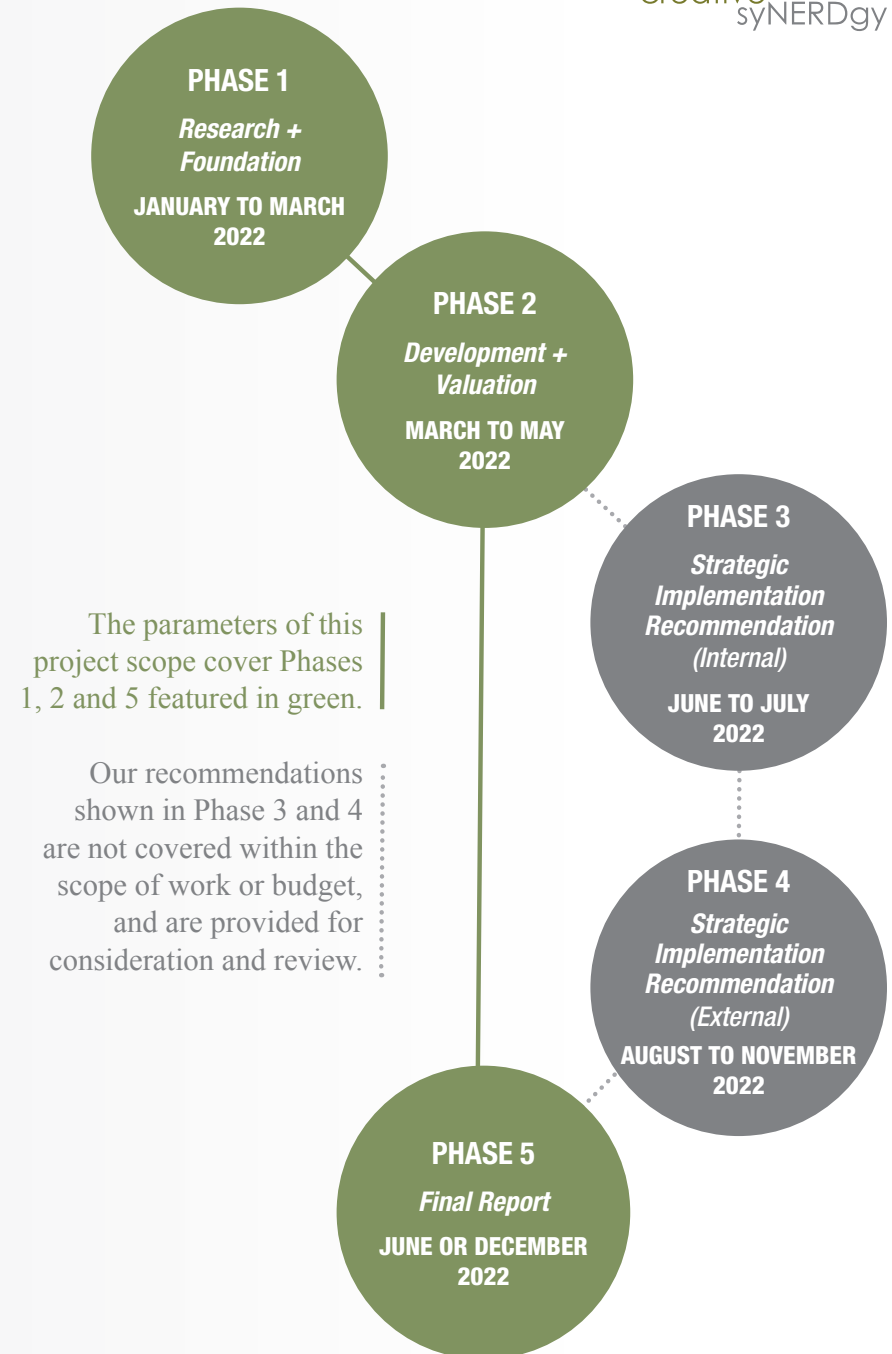
2 | Project Understanding + Approach

789, Inc. will bring a collaborative, creative process to developing an identity and message platform that will deliver a major WOW-factor for the City of Montebello and its key stakeholders.

First and foremost, we will approach this project looking to answer the question, “Why Montebello?” This is a common question for many communities. Why should people live, work, play, partner or invest in their community. It’s especially important for Montebello who serves as a gateway City, features unique geographical elements, has a diverse population that spans multiple languages, carries historical municipal concerns, and must navigate constantly evolving state requirements and policies. Indeed, “Why Montebello” is at the heart of this identity initiative – the perceived answer will help position the City as a critical, conscientious, forward-thinking, healthy community. Ultimately, answering this question will help Montebello reach its goals to ‘improve the City’s image and visually communicate its progress.’

To develop this brand and identity package with you, 789, Inc. proposes a series of strategic steps to conduct research, solicit input, dive in creatively, and then select and hone imagery and messaging that tells a powerful story to the many distinct publics and stakeholders you serve. Once we have agreed on this platform, we will help you educate and train City employees to understand the brand language and belief system, which can then be shared - and celebrated - with the outside world.

The following timeline breaks our approach into five phases leading up to an initial launch in summer/fall 2022. The parameters of this project scope cover Phases 1, 2 and 5, while providing recommendations for Phase 3 and Phase 4.



1

Phase 1

Research + Foundation Stage

January to March 2022

The first step in creating a compelling brand identity for Montebello is to undertake a budget-conscious, multifaceted research effort designed to:

- Understand how internal and external audiences perceive the City
- Gather input and encourage participation from community leaders most engaged in this rebranding initiative through identifying key groups
- Identify subtle nuances and the most compelling attributes of the City's role
- Conduct a review and audit of all City communications materials.
- Conduct a review of a similar local government agency(ies) with an effective marketing strategy.
- Conduct quantitative research in the form of a brand survey in consultation with the Administration Department and launch of the survey.
- Conduct qualitative research by conducting 4 informal focus groups and 10-12 digital stakeholder interviews, including the development of the focus group and interview instruments.
- Assess the perception of the current brand based on data analysis of the research.
- Analyze and research City's logo for modernization.
- Present a report including findings and recommendations for necessary changes and/or updates to the current brand.
- Review the current City municipal code ("Code") to ensure any new proposed designs to logos and communication materials are aligned with the Code's intent and purpose.

789, Inc. will work with the City to identify target stakeholders whose input will be key in determining how to best position the organization. These selected stakeholders will consist of both internal and external entities and could potentially include:

- Residents
- Business leaders/owners
- City Staff and/or City leadership
- Local and regional agencies, non-profit, education, business and community groups
- Environmental groups

Once the audit of existing research and the stakeholder list are developed, we will work with the City to refine the most effective research methods needed to gather the critical (yet appropriate) information necessary to develop the City's new brand platform. These research methods could will include:

- SWOT analysis with City staff and leadership
- 10–12 key stakeholder interviews (digital)
- 8–10 Strategic discussions with critical community partners (digital)
- 4 informal, in-person focus groups/round-tables with critical residential segments
- Online community surveying

2

Phase 2
Development + Valuation
March to May 2022

This phase begins with referencing and interpreting the research findings. We will work with the City to turn research insights into descriptive yet succinct messages that embody a new brand identity. We will look for the appropriate and unique voice and brand pillars that should reflect the organization.

789, Inc. will then create the look, feel and voice of the new City of Montebello brand that will be maintained through marketing channels from the website to social media, advertisements, and all other public-facing materials. The City's brand identity will be distinctive. It will resonate with target audiences and align with Montebello's mission and guiding principles.

Deliverables will include:

- Develop multiple logo concepts to present to City staff and community stake and shareholders (minimum of five (5) logos). It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.
- Develop brand positioning and possible taglines for the City.
- Validate brand identity, positioning of the brand, and messaging through 4 informal, in-person focus groups.
- Create an updated style guidelines document (Brand Manual).
- Provide final design in various media forms for printing and reproduction, general use by the City.

789, Inc. will follow its creative process to develop a strong brand story and develop a minimum of 5 concepts that are representative. The goal will be to establish a brand separate from other municipalities, and make

it more distinctive, while best representing the City of Montebello and a 'community forward' approach.

Research

Information Gathering, Content Collection, Identify Goals and Milestones, Set Bars of Measure, Meeting with Client, Contractors, etc.

Strategy / Planning

Discuss and determine creative strategies, identify necessary mediums for application, determine timeline, set reporting.

Concept Development

Explore, develop and present concepts for client input and approval. Revisions if necessary. Identify all details and messaging.

Design

Creative design includes illustration, graphic design, photography, videography, drone, rendering, composites. Several levels of quality control and assurance.

Development / Production

Design assets will be applied to website development, mobile applications, social media graphics, videos, animated graphics, printed materials, environmental signage, etc.

Launch / Implementation

All materials will be provided to designated Staff, contractors, vendor and partners for implementation and distribution. Will provide training when necessary.

3

Phase 3: Optional Strategic Implementation Recommendation June to July 2022

INTERNAL Rollout

Phase 3 is when the City will begin to see its new brand identity come to life converting mockups into tangible, print ready application. It includes the development of prototypical examples and an internal education and communications strategy to build brand ambassadors prior to the public launch in Phase 4.

Prototypical deliverables could potentially include:

- Uniform mock-ups
- Business cards and a stationary suite
- Signage
- Vehicle badging and wraps
- Social media assets
- Web design elements
- Media kit
- Video
- And more

The following is a list of five Phase 3 MUST-HAVES.

- 1. Set Goals** – Set clear and measurable goals for internal and external implementation.
- 2. Keep Track** – Identify a system that works for City staff to house all communications, document revisions, real-time changes, etc. For this project, we could use a cost-effective solution such as Google Drive for online storage, file management and updates.
- 3. Plan It Out** – Develop a production schedule for the brand implementation that outlines short and long-term benchmarks. Develop a system for weekly check-ins and consistent communication between team members.
- 4. Asset Audit** – Remove, replace, revamp prototypical deliverables. As a team, we'll create a list of content that will be impacted by the rebrand. Note, the actual reproduction of certain items will likely need to be planned for in the 2022/23 fiscal year.
- 5. Develop Brand Ambassadors** – Develop presentations that teach employees about things such as their role as brand ambassadors, new brand guidelines, brand identity and messaging that tells Montebello's "community forward" story and protocol for using new materials and platforms. This doesn't happen overnight! Some organizations have seen success with trainings through a series of Lunch 'N' Learn sessions that provide need-to-know info over a period of time and test retention.

4

Phase 4: Optional Strategic Implementation Recommendation

August to November 2022

EXTERNAL Rollout

The external Strategic Implementation Recommendation identifies how the City will roll the new brand identity out to the public. Depending on resources and budget, this plan will vary. However, there are a few tried-and-true marketing strategies that will make the reveal special and memorable.

Deliverables will include:

- External Strategic Implementation Plan

789, Inc.'s plan could include the following:

- Plan a Reveal event. After months of planning and resources invested to develop the new brand, it's time to go big! Make a big deal out of the reveal by building and/or leveraging another organizational announcement or event at the same time.
- There's no better way to engage the Community than by getting out in the community. The City could create a rebrand tour that consists of pop-ups and presentations to all businesses and community members to show the "new" Montebello.
- Organize an owned content cycle that regularly pushes out news and shares stories about Montebello on a variety of platforms, including traditional media, social media, and via the website and e-newsletter.

- Engage residents in two-way conversations with the City via digital media. Engage businesses and strengthen relationships with key influencers to help be a third-party voice in this process.
- Use a Combination of print, digital and outdoor messaging to help residents embrace the new look and feel of Montebello.
- Orchestrate a lighting campaign featuring the new brand with rented, custom gobos and projectors to create engaging outdoor displays
- Articulate all communication so residents see a transition from the old Montebello to a new voice/personality. This will be done thoughtfully and trans-adapted for Spanish speakers and select Asian languages among the City's target audiences.

5

Phase 5 Final Report

June 2022 or December 2022

Celebrating success and reflection are key to a process like this one. The final phase will include the development of the following reporting tools:

- Final report
- Multimedia presentation and Q&A to City leadership and possibly the Community and City Council
- Ensure presentation utilizes a combination of graphics, video and audio

3 | Relevant Experience

789 is a full-service creative agency specializing in comprehensive brand development, marketing campaigns and high-quality, dynamic communications solutions to support the needs of government, corporate and private business clients in California and beyond. 789 is strategically located in Southern California allowing the team to work with our current clients from

San Jose to San Diego on local, regional, and national projects. Additionally, 789 successfully works with our legacy international clients from around the world such as Mexico, Malaysia and Australia. Lastly, the past two years have afforded our team to enhance our hardware and software solutions to respond to the demand for virtual meetings and digital coordination.



With this proposal, it is 789's intent to illustrate the depth of Qualifications and Experience of the members of our in-house team, and why we are an optimal partner for the City to successfully achieve the deliverables listed in the scope of work, while also moving towards their future goals. Our team's experience is local, regional, national and international in scope.

Since 2009, 789 has maintained an impeccable track record based on quality, response, ethics and results. With a vast amount of branding and marketing communications experience, we have become highly effective in conceptualizing, planning and implementing multifaceted strategic, marketing and advertising programs.

The following is an abbreviated list of clients our team has successfully served, or continues to serve:

Public Agencies

Alameda County Transportation Commission
American Public Works Association
Bay Area Express Lanes
California Department of Public Health
Central Basin Water District

City of Arcadia

City of Bell Gardens

City of Covina

City of El Monte

City of Hawaiian Gardens

City of Industry

City of La Puente

City of Los Angeles

City of Malibu

City of Maywood

City of Montebello

City of Norwalk

City of Pasadena

City of Pomona

City of Riverside

City of San Bernardino

City of Santa Monica

City of South El Monte

City of Temple City

City of Victorville

City of West Covina

Eastern Municipal Water District
Los Angeles County
Metrolink: So. Cal Regional Rail Authority
Metropolitan Transportation Commission
Monte Vista Water District
Orange County Transportation Authority (OCTA)

Orchard Dale Water District
Riverside County Transportation Commission (RCTC)
San Bernardino County
San Diego Association of Governments (SANDAG)
State of California
Three Valleys Municipal Water District
Valley County Water District
Western Municipal Water District

Non-Profits, Health & Education

American Cancer Society
American Heart Association
American Lung Association
Azusa Chamber of Commerce
Beverly Hospital of Montebello
California Association of Community Managers
California Philharmonic
Covina Chamber of Commerce
Covina Downtown Association
Diamond Bar Community Foundation
Emanate Health
Explore Ocean
Los Angeles County Bicycle Coalition
Los Angeles County Natural History Museum
Los Angeles Metropolitan YMCA
Montebello Chamber of Commerce
Pasadena Jazz Institute
Reasons to Believe
Riverside Arts Magnet
Santa Monica College
Surfrider Foundation

University of Irvine

Private Clients

Alliance Growers
American Organics
American Tower
Athens Services
Ballistic Offroad
Believe Entertainment
Burrtec Waste Services
Columbia Packaging
Connecting Dot by Dot
DSEA, Inc.
Earthmade Foods
Etchandy Farms
Experian
Gano Excel | USA
Gem Pack
Geoscience
GI Property Services
GoCart
Good Samaritan Hospital
Hannan Chiropractic
H.U.M.A.N. Healthy Vending
Immunobiotics Corporation
Imperial Range & Cooking Equipment
Infinite Strings
Integrate Lab Builders
IXI Technologies
Johnny Rockets
LA84
Lace Music
Laguna Blends
LA Sound Gallery

Lutimax Nutraceuticals
Mrs. Nelson's Book Company
Microsoft
N2A Motors
Nationwide Environmental Services
Nelson Macneil Trial Attorneys
Next Era Energy
OJ Insulation
Pasadena Entertainment
Psomas
Raytheon
Rezvani Motors
San Yang Pai
SGV Construction
SigmaGraft
Somerset Vineyard & Winery
Sony Music
Sony Pictures
SoRCE Technology
Starwood Retail Partners
Studio Movie Grill
Takeover Sports
Talley, Inc.
Trion Supercars
Trizec-Hahn
Vicentia
Vin Di Bona Productions
Weber Logistics
Westbound Communications
Westfield Group
Wilson, Sparling & Associates
Windsterhood
YMCA



The 789 Team has successfully...

- Continued as the AOR for an international coffee company, and successfully grew sales by 700% during our contract resulting in \$1.3 million in revenue per month with a positive future growth trend expected to triple within 3 years.
- Exceeded CA State expectations by educating women 40 and over about the importance of early breast cancer screenings, increasing call volume to a record-breaking volume overwhelming call center capabilities.
- Partnered with a local, family-owned waste and recycling company to increase its foothold in Southern California, with contract highlights including successfully winning the largest contract with the City of Los Angeles, and recently winning a contract with the City of Thousand Oaks.
- Spearheaded the smoke-free beach movement in So. Cal. for LATCPP educating the public about health risks of smoking, resulting in 88-miles of smoke-free beaches.
- Designed and developed the Bay Area Express Lanes, and FasTrak Flex brands and applied the graphic identities to various marketing and promotional materials successfully transforming how California commutes.
- Branded and creatively contributed to the successful transformation of a small, family-owned concrete business into a multi-million dollar construction company.
- Developed an international brand and line of products for a Canadian-based hemp company within the network marketing space. Positioned them for investor infusion and ultimately for acquisition for an undisclosed 9-digit amount.
- Led the marketing of an international company and collaborated with US farmers to strategize, brand and position a new global food category. Secured Walmart as the initial distribution partner and working on the development and 2022 launch of the commodities that will revolutionize the farming industry.
- Recently rebranded a City in the San Gabriel Valley to shift perception and currently working on the implementation which includes all points of contact, communication channels, website redevelopment, social media, wayfinding signage and much more.

Our Experience Well-Rounded Storytellers

In addition to our technical capabilities, the 789 Team has a long and successful history of serving public agencies and organizations, state and local governments, and international private business clients. We understand the needs of economic development, community awareness programs and government regulations. We have extensive experience meeting the marketing and communications needs of such programs. The 789 Team has worked successfully with its clients to develop creative strategies and tactics that successfully promote customer awareness, mobilization and educational campaigns.

No matter the industry, The 789 Team combines strategy, creativity and brand direction to successfully serve all of our clients on time and within budget.

Example #1



CITY OF COVINA CITY-WIDE BRANDING, MARKETING AND CREATIVE SERVICES

Contract Term: 2020 – Current | **Contract Amount:** \$65,000+

SUMMARY – The City of Covina has a mission to be a vibrant hometown for the future, embracing its tradition as an exceptional place to live, work, play and invest. With this in mind, the City partnered with 789, Inc. to research, explore and conceptualize a new, consistent Citywide brand. The approved brand was introduced through the Public Works department in order to slowly phase in the new brand by incorporating it into City upgrades and several installations throughout the community.

- 789 is working with the City on various projects, including a new wayfinding and city signage project
- For the two years, 789 has been working closely with the City and Staff to develop a digital, engaging, high-level video solution for their State of the City to overcome the in-person obstacles the pandemic produced.
- For the past 6 years, the City has partnered with 789 to develop their economic development campaigns and materials for commercial/commerce events and expos such as ICSC.
- 789 is currently working on a business-focused social media campaign for the City called Covina Life. The campaign encourages to shop, dine and play locally. The campaign was successful for the past year on Instagram and Facebook, and recently launched on TikTok.
- Currently, 789 is working closely with City staff to redesign and develop a brand new, comprehensive website to streamline department updates while providing a new dynamic and engaging experience for all identified key stakeholders.

REFERENCE

Chris Marcarello, *City Manager*

Phone: (626) 991-4955 | Email: CMarcarello@covina.gov





Three Covina Public Works water bottles are shown side-by-side. The first bottle is orange and features a white circular logo with a double arrow icon. The second bottle is blue and features a white circular logo with a gear icon. The third bottle is green and features a white circular logo with a leaf icon. All three bottles have black caps and the text "COVINA PUBLIC WORKS" printed on them.



COVINA.LIFE

COVINA.LIFE



#COVINA EATS



#COVINA DRINKS



#COVINA PLAYS



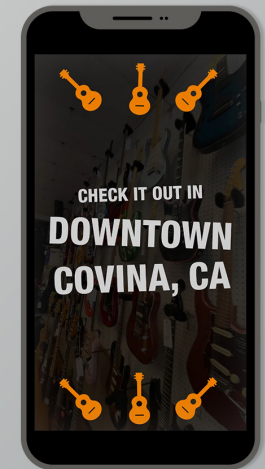
#COVINA SHOPS



#COVINA REVITALIZES



#COVINA KNOWS



Example #2



**Athens
Services**

ATHENS SERVICES
MULTI-COMPANY BRANDING,
MARKETING AND CREATIVE SERVICES

Contract Term: 2014 – Current | **Contract Amount:** \$200,000/Annual

SUMMARY – Athens Services has grown into one of the largest solid waste management companies in Southern California. Athens Services has contracted 789, Inc. to further its reach and grasp throughout Southern California through strategic planning and implementation of marketing, branding, communication and outreach activities. 789 serves as an extension of their in-house marketing team, assisting on strategic marketing, brand refinement and maintenance, concept development, helping to create any needed assets, from print and digital signage, to content creation, to full outreach and educational campaigns, and more.

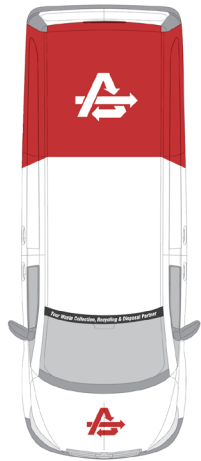
- Designed, developed and is currently implementing a brand strengthening campaign for Athens which includes an online presence, mobile application, interactive client tools, point of contact materials, environmental signage, video and more.
- For the past seven (7) years, 789, Inc. has been assisting Athens in extending its reach in Southern California by communicating its superior levels of service, dedication to local communities, and its commitment to the environment.
- Designed, developed, and currently manage updates and maintenance of their extensive website which serves over 27 communities. The site features many self-service options and on-boarding capabilities.

REFERENCE

Gary M. Clifford II, *Executive Vice President*

Phone: (626) 705-6919 | Email: gclifford@athensservices.com





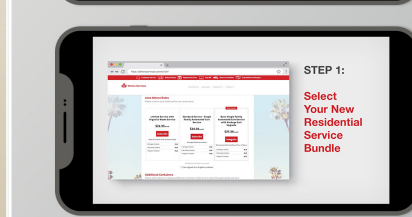
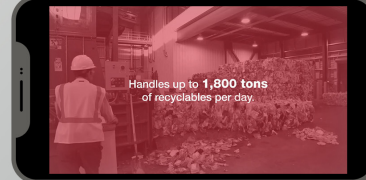
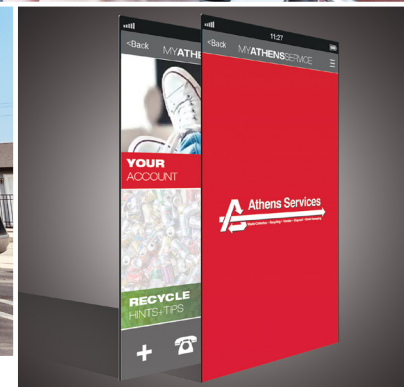
5,140 mm
3,200 mm Wheelbase



211.4"
135" Wheelbase

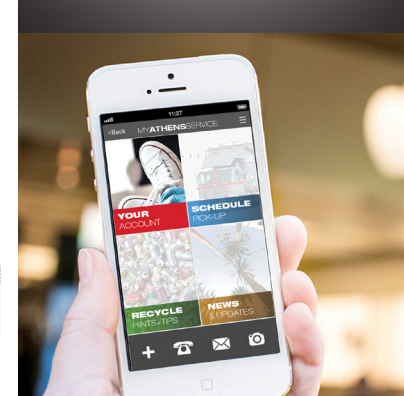


Mercedes Metris_21_05
Cargo Extended



3.5-inch

0.75-inch






**WANTED:
BUSINESSES WITH HEART**

Pasadena is home to an estimated 20,000 businesses; that's one business for every seven residents. And, just like residents, businesses generate waste. There's no way around it. BUT, there are options to reduce, reuse, and recycle it.

Athens Services is here to help
Athens Services - a recycling leader in Pasadena - is proud to announce a new recycling program for Pasadena Businesses: Healthier Environment with Athens Recycling Training (HEART).

What is HEART about?
HEART is a comprehensive education and outreach recycling program for Pasadena businesses.

How do I take part?
Enrolling in the HEART program is simple. Just follow three easy steps:

1. Enroll in the program - sign up with the Athens rep who visits you, or contact Athens at (888) 274-2074.
2. Attend the training - select the employees who will be trained to implement the program at your business and train others.
3. We track and report your progress.

To register, please call us at (888) 274-2074, and an Athens recycling coordinator will follow up to schedule your free waste assessment.

Pasadena is one of the country's most desirable cities in which to live, work, and play. Let's keep it that way. Have a HEART, Pasadena - Recycle!

Athens Services   **AthensServices.com**




How do I take part?
Enrolling in the HEART program is simple. Just follow three easy steps:

1. Enroll in the program - sign up with the Athens rep who visits you, or contact Athens at (888) 274-2074.
2. Attend the training - select the employees who will be trained to implement the program at your business and train others.
3. We track and report your progress.

To register, please call us at (888) 274-2074, and an Athens recycling coordinator will follow up to schedule your free waste assessment.

Pasadena is one of the country's most desirable cities in which to live, work, and play. Let's keep it that way. Have a HEART, Pasadena - Recycle!

**TOP 10
Reasons to Recycle**

1. It's good for the environment
2. It's good for your bottom line
3. Your employees will appreciate you
4. Your customers will appreciate you
5. Your competitors will envy you
6. Regulators will get off your back
7. It's good for Pasadena
8. It's good for the local economy
9. A clean city is a desirable city
10. It's the right thing to do

THE ATHENS HAULER
ATHENS QUARTERLY 1 EMPLOYEE NEWSLETTER
QUARTER 3 | 2016

Welcome Home, LA Rams!

We are excited to announce that we are proud to announce that Athens Services has been selected as the official recycling partner for the Los Angeles Rams. This is a great honor and we are excited to be a part of the team that is making a difference in the community.

Jessica Aldridge: 40 Under 40

We want to introduce you to Jessica Aldridge, one of our top employees. Jessica is a 40-year-old woman who has been with Athens Services for 10 years. She is a dedicated professional who has been instrumental in the success of our company.

Athens Services' Award-Winning MRI

We are proud to announce that Athens Services has been awarded the 2016 Excellence Award for MRI. This is a testament to the hard work and dedication of our employees and the commitment of our leadership.

Athens Services  **AthensServices.com**

THE ATHENS HAULER
ATHENS QUARTERLY 1 EMPLOYEE NEWSLETTER
QUARTER 3 | 2016

A Sincere "Thank You" To Our Recently Retired Employees

We have a number of retiring staff and we want to thank them for their years of service. Their dedication and hard work have been a great asset to the company.

Our Athens Heroes!

We want to thank the Athens Heroes who have been instrumental in the success of our company. Their dedication and hard work have been a great asset to the company.

Athens Services Named "Business Of The Year" By Inland Empire Chamber Of Commerce

We are proud to announce that Athens Services has been named the "Business Of The Year" by the Inland Empire Chamber of Commerce. This is a great honor and we are excited to be a part of the team that is making a difference in the community.

TERI GOMEZ, REST IN PEACE

We are sad to hear of the passing of Teri Gomez. Teri was a dedicated professional who has been instrumental in the success of our company. Her passing is a great loss to the company.

SUSTAINABILITY TIP

Recycling is a great way to reduce waste and save resources. Make sure you are recycling properly and that you are using recycled products.

Athens Services  **AthensServices.com**



Athens Services

DRIVING FORWARD TO GREATER SUCCESS

OUR STRATEGIC PRIORITIES ARE THE GAME PLAN FOR MOVING FORWARD!

Accountable WE HAVE EXPERTISE WITH PERFORMANCE GOALS Connect WE STAY CONNECTED THROUGH OPEN COMMUNICATION Excel WE ARE COMMITTED TO EXCEEDING PERFORMANCE GOALS	Transform WE IMPLEMENT TRANSFORMED PROCESSES TO PROMOTE GROWTH Support TO EFFICIENTLY COMPLETE TASKS, WE SUPPORT ONE ANOTHER Advance WE INCREASE PROGRESS THROUGH ADVANCED TECHNOLOGY	ATHENS WAY CULTURE WE ARE PROUDLY PROUDLY UNITED FOR TEAM SUCCESS Elevate WE ARE HIGHER PERFORMANCE IN OURSELVES AND OTHERS Inspire WE LEAD BY EXAMPLE WITH AN OBSCURE CUSTOMER FIRST MINDSET	BUSINESS DEVELOPMENT WE ARE PROUDLY PROUDLY UNITED FOR TEAM SUCCESS Standardize WE ARE PROUDLY PROUDLY UNITED FOR TEAM SUCCESS Relationships WE ARE PROUDLY PROUDLY UNITED FOR TEAM SUCCESS Innovate WE ARE PROUDLY PROUDLY UNITED FOR TEAM SUCCESS
---	---	---	---

Example #3

VICENTIA

VICENTIA / ETCHANDY FARMS
BRANDING AND MARKETING FOR A
NEW FOOD CATEGORY

Contract Term: 2019 – Current | **Contract Amount:** \$125,000/Annual

SUMMARY – A branding and marketing campaign to introduce a first of its kind food group of produce grown globally with zero chemicals called Earthmade Foods. Earthmade is a new, sustainable food category to compare with conventional and organic farming and food production. This campaign includes the quantitative and qualitative research, branding and marketing of Earthmade through graphic and logo design, video production, website development, and a full marketing plan and product launch.

- Designed, developed and currently implementing a full marketing plan for the next 18 months to coincide with the release of the product to markets nationwide.
- This campaign required extensive research, including interviewing top farmers and producers from around the country, and collecting data regarding the product and its performance for branding and marketing purposes.
- Performed 5 consumer-based focus groups resulting in significant, tangible data to solidify direction and build the foundation for the Earthmade brand.
- 789, Inc. was able to research, develop and create a brand and subsequent marketing materials for the client to present to multiple national produce distributors, in effect landing the product in one of the top three market chains in the U.S. (i.e. Walmart).

REFERENCE

Mike Dobbins, *CEO and Founder*

Phone: +1 (315) 726-3205 | Email: mdobbins@vicentia.co





**Farm It
Forward**



**REFORMING agriculture with
a focus on sustainability**



"Earthmade is nature's way of doing what chemicals can't - it's a natural predator of living biology and cultures that works how nature intended it to work."
Mike Dobbins, CEO Vicentia



PROJECT TEAM – Our team consists of dynamic, professional, passionate and creative individuals with reputations built on integrity and a history of proven successes. The 789 Team has assigned a talented and capable “Key Project Team” who will serve the needs of the City of Montebello. References for the Project Manager can be found in the initial three (3) recent case studies/examples, where Charley serves as the PM on those projects (Pages 10, 13, 16).

**PROJECT
MANAGER**

**Charley
Bell**
Creative Junkie
| president
& creative director
\$135/hour

Charley will provide “big brand” experience and public agency expertise strategy and creative development.

- 20+ years’ experience in full-service creative services, specializing in integrated branding, marketing and design
- 15+ years working with public agencies including water, transportation, waste and recycling and over two dozen municipalities
- Developed multiple marketing, outreach and education campaigns for local, regional and statewide initiatives
- Led projects for local, regional and Statewide marketing campaigns
- Builds and leads marketing and creative teams for multiple clients



**Richard
Silva**
Design Junkie
| vice president
& art director
\$115/hour

Richard brings tactical design and public agency experience to lead the art direction for all graphic projects.

- Over 16 years of art and design experience in the private and public agency space
- Extensive experience in designing and implementing projects for public agencies
- Focus on translating complicated concepts and data into easily digestible visuals and interactive products
- Well versed in multi-lingual outreach campaigns and best practices for localized in-language design
- Extensive fine art experience including illustration, paint-to-canvas, and true rendering for big business



**Kimberly
Skorheim**
Client Choreographer
| account coordinator
\$105/hour

Kimberly will provide account oversight and tap her 10+ years of experience to coordinate our multi-talented team of creatives.

- Brings extensive project management experience on projects for public agencies
- Attentive to the timeline and budget goals behind public agency projects
- Understands there is no one-size-fits-all when communicating with different audiences and stakeholders
- Versed in brand messaging, storytelling, editing and quality assurance.
- Brings experience and proficiency with video and digital strategies



**Crystal
Casunuran**
Professional Scribbler
| graphic designer
& layout specialist
\$85/hour

Crystal will provide efficient and accurate graphic design and layout to meet all deadlines and ensure production ready art.

- 10 years of experience in graphic design in various industries, including public agency and water projects
- Skilled in multi-lingual layout and editorial design
- Versed in maintaining brand consistency and design asset control
- Extensive experience with InDesign, Illustrator and Photoshop
- Works within all other Adobe Suite programs
- Understands the requirements for pre-press and ensures production ready art files for print, video and animation



**Sophia
Gomez**
Fact Finder
| research strategist
& WBE/DBE consultant
\$150/hour

Sophia provides extensive, regional experience in public opinion research.

- 20 years’ experience in helping public agencies and nonprofit organizations develop effective communication and public outreach strategies.
- Experience includes Caltrans, IVAG, SANDAG, LA METRO, LAWA, City of San Bernardino, UCLA, Kaiser Permanente, L.A. Care, Habitat for Humanity, and the California Endowment
- Founding member of the American Association for Public Opinion Research (AAPOR)
- DBE and WBE certified partner and co-founder



**Patrick
Castro**
Social Scientist
| data analyst & social
media marketer
\$55/hour



**Shannon
Sidney**
Community Coach
| community outreach
& strategic partnerships
\$110/hour



**Christian
Prado**
Web Wizard
| sr. web developer
& programmer
\$165/hour



**Lucas
Acosta**
Video Raconteur
| video & motion
graphics editor
\$150/hour

4 | Proposed Scope of Services

789, Inc is excited to engage with the City to research and develop a new brand for the City of Montebello. We have thoughtfully planned out a multi-phase project that incorporates the City provided Scope of Work and fits within the not-to-exceed budget.

- We segmented each deliverable by ‘Phase’ and worked to clarify each step necessary to reach each respective goal. This can be found in section **2 | Project Understanding & Approach** in *pages 2 – 6*.
- We have detailed a ‘realistic, working schedule with key deliverables, milestones and tasks’ and merged this in section **6 | Cost Proposal** found on *page 20*.
- **Based on the provided budget and requests in the SOW, we have recommended the following adjustments:**
 - Implementing 4 informal focus groups with groups/round-tables with critical residential segments to be held at a City-owned facility or no cost space within the City in lieu of costly formal focus groups. We would prefer to avoid a digital meeting, but can easily adjust if circumstances do not allow for in-person meetings.
 - The additions of a thorough SWOT analysis with City staff and leadership
 - 10–12 key stakeholder interviews utilizing digital meetings (i.e. Zoom)
 - 8–10 strategic discussions with critical community partners (digital)
 - 4 informal, in-person focus groups/round-tables to discuss concepts
 - Work with City to segment key stakeholders and leverage their existing

communication channels (i.e. Chamber of Commerce, School District, Waste & Recycling Partner, utilities, etc.) to distribute respective communication for a more strategic and cost-effective outreach and distribution of the online community survey(s). This will also allow for survey customization versus a one-size-fits-all approach.

- Provide final work in vector format in several, approved variations. This will serve as the foundation for the Brand Manual. Various CMYK and RGB files will also be provided for identified, existing communication mediums.
- Within section **2 | Project Understanding & Approach**, we recommended two (2) additional phases. These phases are not included in the existing budget but we have emphasized their respective importance. Each phase can be scaled up or down. If elected to implement, a separate budget would be discussed, scoped out and worked into a revised working timeline.

5 | Conflict of Interest Statement

789, Inc. does not have any financial, business, or other relationship with the City of Montebello that may have an impact upon the outcome of this contract.

6 | Cost Proposal

The following cost proposal is an all-inclusive, campaign. This incorporates a blended hourly rate of \$115. Individual hourly rates are listed under each respective team member on *page 18*. All anticipated costs are included. Cost proposal incorporates the deliverables and phases found in the Scope of Services and Approach.

4 | Proposed Scope of Services + 6 | Cost Proposal

PHASE	ACTIVITY	JAN 2022	FEB 2022	MAR 2022	APR 2022	MAY 2022	JUN 2022	EST. HOURS
1	Research + Foundation	0	167	33	0	0	0	200
	Gather and collect any and all important project-related information from the City		8					8
	Gather input and encourage participation from community leaders most engaged in this rebranding initiative		32					32
	Identify subtle nuances and the most compelling attributes of the City's role		12					12
	Conduct a review and audit of all City communications materials.		12					12
	Conduct a review of a similar local government agency(ies) with an effective marketing strategy.		18					18
	Conduct quantitative research in the form of a brand survey in consultation with the Administration Department and launch of the survey.		40					40
	Conduct qualitative research by conducting, 4 informal focus groups and 10-12 stakeholder interviews, including the development of the focus group and interview instruments.		45	25				70
	Assess the perception of the current brand based on data analysis of the research.			8				8
								\$23,000
2	Development + Valuation	0	0	104	44	56	0	204
	Develop multiple logo concepts to present to City staff and community stake and shareholders (minimum of five (5) logos). It is anticipated this process will include several rounds of revisions; the City will narrow to top logo options.			80	12	8		100
	Develop brand positioning and possible taglines for the City.			24	8			32
	Validate brand identity, positioning of the brand, and messaging through 4 informal focus groups.				24	24		48
	Create an updated style guidelines document (Brand Manual).					12		12
	Provide final design in various media forms for printing and reproduction, general use by the City.					12		12
		\$0.00	\$0.00	\$11,960.00	\$5,060.00	\$6,440.00	\$0.00	\$23,460
5	Final Report	0	0	0	0	0	14	14
	Submit final report						7	7
	Multimedia presentation and Q&A to City leadership and possibly the Community and City Council						7	7
		\$0	\$0	\$0	\$0	\$0	\$1,610	\$1,610
*	Administrative	11	5	5	5	5	0	31
	Ongoing Administration		5	5	5	5		20
	Sign and submit all necessary documents required to work with the City	0						0
	Kick-off meeting between the City and 789 team	3						3
	Set up communication process (i.e. point person/people)	2						2
	Confirm milestones, expectations and setup reporting schedule	3						3
	Set up file sharing system	1						1
	Confirm billing schedule and process	2						2
								\$3,565
							Not to Exceed Budget	50,000

OPTIONAL ADDED RECOMMENDATIONS

PHASE	ACTIVITY	JUN 2022	JUL 2022	AUG 2022	SEP 2022	OCT 2022	NOV 2022	EST. Hours
3	Strategic Implementation Recommendation (INTERNAL)	x	x					120
4	Strategic Implementation Recommendation (EXTERNAL)			x	x	x		240



Attachment 1 | Project Manager References

Below, please find references for Charley Bell who will serve as the Project Manager for this project if selected. Included are the reference for the three (3) examples presented in section 3 | **Relevant Experience:**

Chris Marcarello, *City Manager or Angel Carillo, Deputy City Manager*
City of Covina
Phone: (626) 991-4955 | Email: CMarcarello@covinaca.gov

Gary M. Clifford II, *Executive Vice President*
Athens Services
Phone: (626) 705-6919 | Email: gclifford@athensservices.com

Mike Dobbins, *CEO and Founder*
Vicentia / Earthmade Foods
Phone: +1 (315) 726-3205 | Email: mdobbins@vicentia.co

Jason Kruckeberg, *Asst. City Manager / Development Services Dir.*
City of Arcadia
Phone: (626) 574-5414 | Email: jkruckeberg@arcadiaca.gov

Brian Saeki, City Manager
City of Whittier
Phone: (626) 827-4626 | Email: bsaeki@cityofwhittier.org

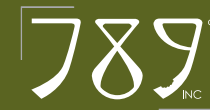
Denise Mitchell, *Account Manager*
WS&A (Projects: OCTA, SANDAG, FasTrak, Explor Ocean, more)
Phone: (714) 329-1179 | Email: denise_r_mitchell@hotmail.com

Annabel Adams, *Executive Director of Marketing & Communications*
UCI School of Humanities
Phone: (949) 824-8925 | Email: amadams@uci.edu

Attachment 2 | Samples of Work

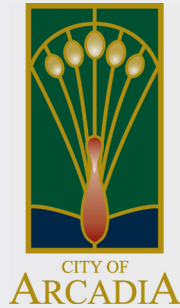
The following are additional Samples of Work including:

- Public Agency Experience
- Non-Profit Experience
- Private Entities



creative
syNERDgy

789inc.com



"Above & Beyond"
ci.arcadia.ca.us



The **City of Arcadia** has not traditionally reached out for assistance with outreach, education and marketing. However, the City partnered with 789, Inc. in 2015 in response to unusual press from a small subset of their community. After developing a strategic marketing plan to help strengthen the City's brand, 789 has implemented an outreach campaign to increase awareness and educate the community about what Arcadia stands for called, "See Arcadia. Above & Beyond."

The campaign was developed to promote the City's award-winning amenities including an amazing school district, diverse business districts and its Tree City USA entitlement. The campaign has been applied to informational contact materials, the UUT repeal educational materials, and the upcoming ICSC 2016



*Metropolitan Transportation
Commission*

BayAreaExpressLanes.org



Developed and designed the **Bay Area Express Lanes Brand** and Graphic Identity as well as the Bay Area Express Lanes Portal website. Implemented a collaborative process with the Public Information Working Group (PIWG) to develop the online presence for the Bay Area Express Lanes. Created an interactive Express Lanes map to be used on the upcoming Bay Area Express Lanes website. Enhanced the brand name, value proposition, brand personality and the key benefits and attributes associated with the enterprise. Worked with MTC/BAIFA and the PIWG to create a logo that can be used on websites, related digital materials and other informational items. Developed a technical design Brand Guide that established the technical graphic standards standards for uniform use of the new brand, logo, colors, typography and related elements in graphics and communications.



“Regional water district serving select areas in Southern California”

emwd.org



Eastern Municipal Water District contracted with 789 to provide creative support to develop the event branding, website and promotion assets for a virtual event called Waterfest. The project included the strategy, development and creative design for a social media campaign, event microsite, web assets, animations, and design assets. The campaign reached set milestones and achieved overall attendance goals.



“International company manufacturing and distributing enriched daily living products.”

GanoExcel.us

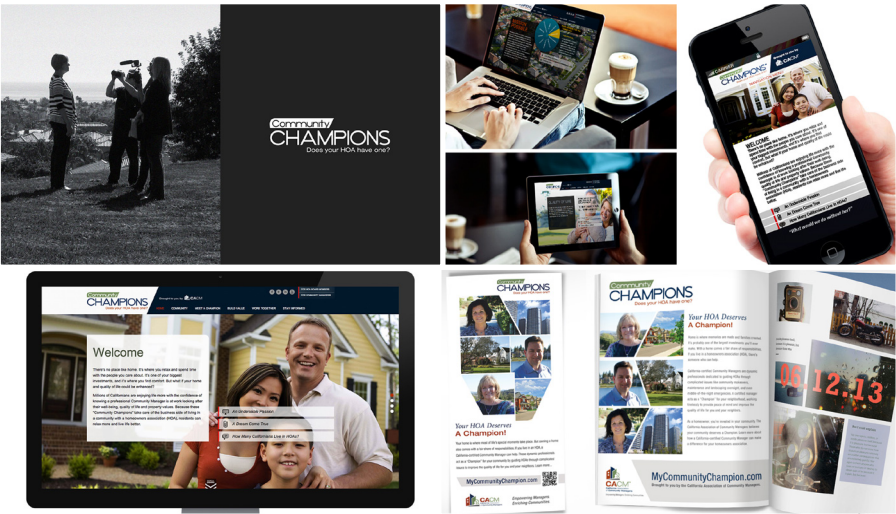


789 partnered with Westbound Communications to develop and design a Covid-19 vaccination campaign for **San Bernardino County**. The Shot At Hope campaign was developed with several sub-campaign with multiple applications from print, web, social and video. The bilingual campaign was developed in English and Spanish. The campaign continues to evolve throughout the pandemic.

CASE STUDY



“Community Champions”
MyCommunityChampion.com



Determined to create awareness about the importance of community managers across the State of California, **The California Association of Community Managers (CACM)** needed an integrated, component-based branding and marketing campaign to educate major stakeholders and the general public. We worked closely with the client to deliver a dynamic campaign comprised of a mix of grassroots marketing and traditional advertising. Ultimately, the goal was to help position CACM certified managers as “Champions” of a community, working tirelessly to provide peace of mind and improve the quality of life for HOA residents in California. You can view Phase 1 of the campaign live at: cacm.org, and Phase 2 at: MyCommunityChampion.com. Phase 3 was launched and incorporates a reward-based promotion to elicit resident interaction.



“Regional water district serving select areas in Southern California”



Western Municipal Water District worked with 789 to provide campaign development and creative support services for an awareness campaign tentatively called “Change It Up. Services included campaign strategy, design, web assets, social content, video, and environmental signage. The campaign featured a set of ‘plant’ personalities that have hacked WMWD. We will highlight and emphasize the ‘hacking’ via all communication mediums as a guerrilla marketing campaign geared towards sending the primary message of outdoor water use (landscaping). The campaign will consist of a micro site, social media campaign, support print materials, video(s), in-person signage/decals/stickers, and a recommended ad campaign and potential pop-up, in-person event.

CASE STUDY



“Nonprofit health care provider serving the San Gabriel Valley”

EmanateHealth.org



Emanate Health is the largest nonprofit health care provider serving the one million residents of the San Gabriel Valley in California. The system provides specialized care in Behavioral Health, Cancer, Cardiovascular, Emergency, Neuroscience and Stroke, Orthopedics, Sports Medicine, and Women’s Health. 789 worked with the Emanate Health team to identify and develop a range of education, outreach and marketing campaigns to bring attention to the rebrand, new services, and highlight their specialists. This included community events, education videos, social media content, environmental signage and strategic ad campaign.

CASE STUDY



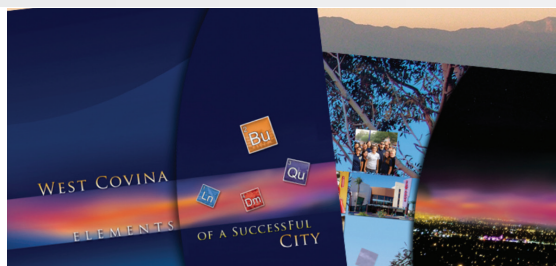
“International company manufacturing and distributing enriched daily living products.”

GanoExcel.us



Gano Excel International is a Malaysian-based company manufacturing an enriched line of beverages and daily living products. The business is successful in more than 65 countries. 789 was contracted with GE to help introduce their business to the US market. We helped develop US headquarters in Irwindale, CA providing fulfillment and management. Managed average annual marketing budget of \$2.7M. Chartered with launching first-ever Marketing Department comprised of graphic design, front-end development, audio and video production and writing/editing professionals as well as Spanish media coordination. Tasked with increasing sales through new business acquisition and retention, and product sales via promotions and development of new programs to reach multilingual customer base, service organizations, entrepreneurs, and investor groups. Grew sales from \$800,000 to \$3.5M per month within 18 months.

ADDITIONAL PUBLIC AGENCY WORK SAMPLES



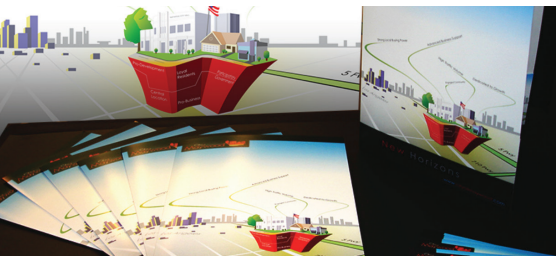
City of West Covina: Elements of a Successful City

A branding and marketing campaign specifically designed for the City's showing at ICSC and Contract Cities. The campaign was developed leveraging the concepts of the periodic table as the building blocks of a "successful city". Materials included video, booth, printed materials, signage and online assets.



City of Hawaiian Gardens: City On the Move

A branding and marketing campaign designed for the ICSC and Contract Cities. The campaign was developed to showcase the City's recent momentum and successful developments that were receiving high visibility on a commercial level.



City of Maywood: New Horizons

A branding, marketing and PR campaign designed to showcase the City and its powerful foundation. Although the City is small geographically, it contained all of the moving parts that the majority of big business was seeking at the time. The goal was to obtain several one-on-one appointments with interested developers and manufacturers at ICSC and similar events.



City of South El Monte

A branding and marketing campaign which developed a brand new graphic identity, set of principles, and new communication mediums to help the City illustrate its positive shift in momentum. Application was citywide including online, in print and throughout the City's environmental signage.



City of Victorville

A branding and marketing campaign specifically designed for ICSC and furthering its exposure with big business, with an emphasis on manufacturing and distribution. The angle was based on recent developments of its airstrip, and the new benefits for larger businesses that require import and export of goods.



[illegible]

ADDITIONAL PUBLIC AGENCY WORK SAMPLES



SANBAG: Inland Express Lanes
A branding and marketing campaign to develop the proposed express lane project in the Inland Empire. The project included a branding exploration, message development, tagline exploration and brand development for the outreach campaign as well as the new Inland Express Lanes project.



City of Industry: 57/60 Confluence Project
The community outreach campaign included logo design, branding for the project, and development of point of contact materials including project brochures, project folders, hand outs, website, video and community outreach presentations.



Los Angeles County: Businesses with H.E.A.R.T.
An L.A. County-wide, marketing and outreach campaign designed to promote health awareness and education for businesses while maintaining and strengthening the L.A. County Public Health Department brand and standard of excellence. The campaign stood for Healthy Employees Advanced Resource Training. The campaign was implemented through chambers of commerce and other business associations.



Central Basin Municipal Water District: Shut Your Tap!
A marketing campaign to change social mindset about water conservation for Central Basin Municipal Water District called “Shut Your Tap!” The campaign was developed in English and Spanish and was distributed throughout the region via mailers, door hangers, bill stuffers, and local events.



Valley County Water District
A branding campaign for Valley County Water District to change their graphic identity and reposition its mission statement and guiding pillars. The brand was launched with the District's annual water quality report mandated by the State.



ADDITIONAL **WORK SAMPLES**



The Natural History Museum of Los Angeles County
A fundraising and outreach campaign to tell the Museum’s story to current and potential donors. All of the materials shared the consistent theme, “Unlock the Past, Present & Future”. The campaign was released through mailers, point-of-contact materials, and signage. The campaign launched at a special invite only donors event.



Montebello-Commerce YMCA: Kids Need Heroes
A marketing and fundraising campaign for the Montebello-Commerce YMCA called Kids Need Heroes. The fundraising campaign was developed with print media exposure, to lead readers to an online fundraising web portal.



UCI: The Hill
A branding and marketing campaign to rebrand the main bookstore on the UCI campus. Through research, concept development, design and development the bookstore adopted the new brand, The Hill: where students and faculty can find, “Everything UCI + More.”



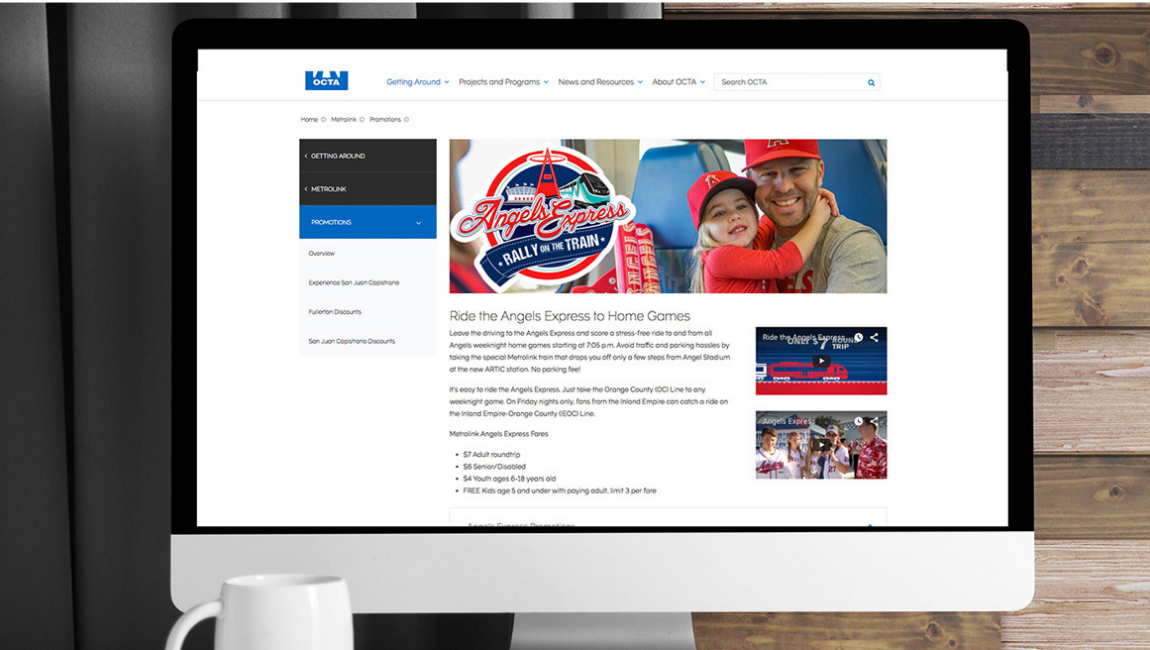
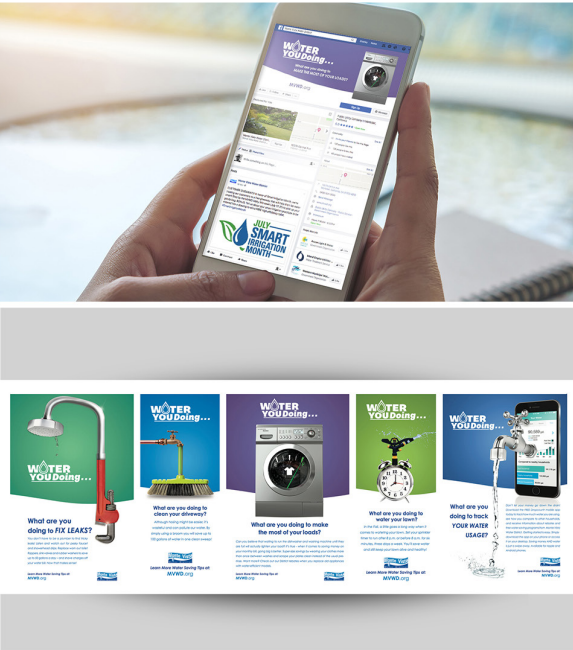
Azusa Chamber of Commerce
Developed the look and feel for Azusa Chamber of Commerce’s “Taste of the Town.” The look and feel was applied to fliers, ads and mailers to help promote the event to increase attendance.



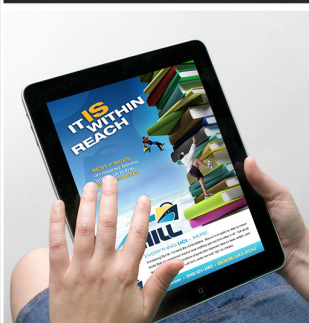
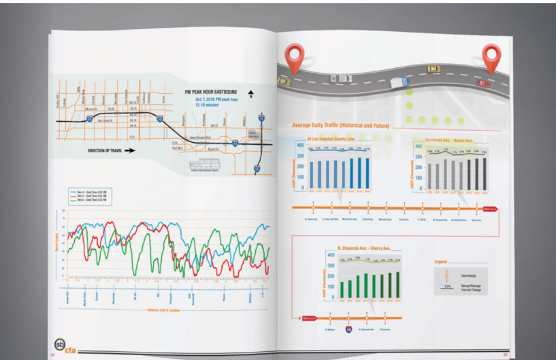
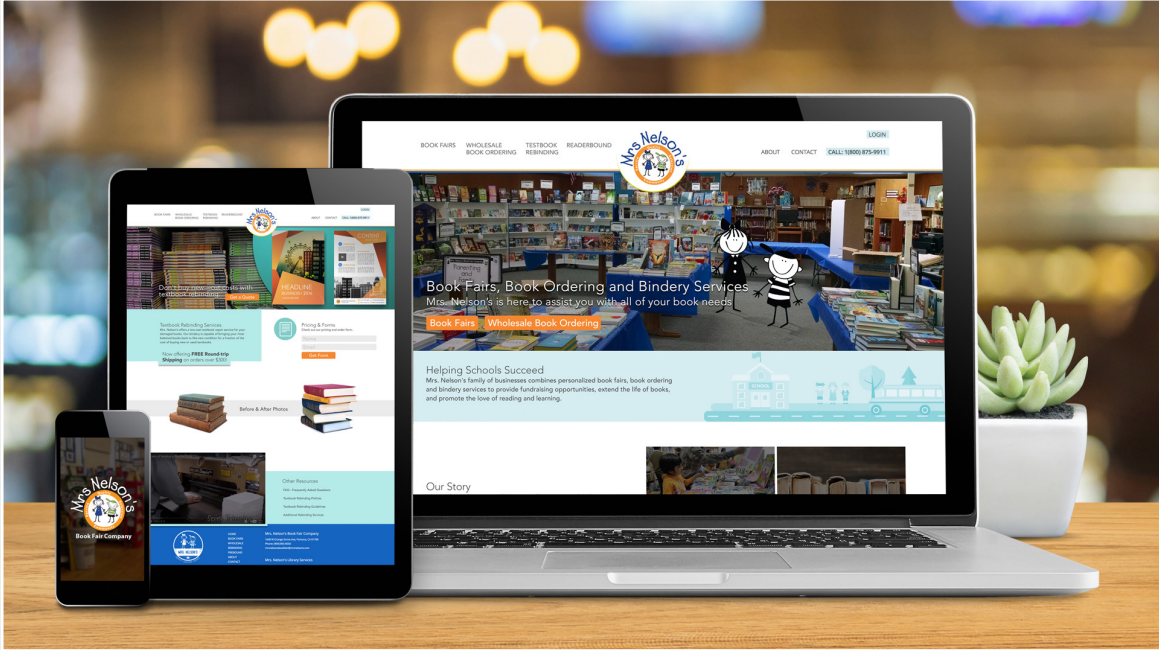
West Covina: Taste of the Valley
A branding and marketing campaign for the San Gabriel Valley’s first Food Festival. The event was sponsored by the City of West Covina and the Greater West Covina Business Association. The event was to be held at the Big League Dreams, to house the featured and highlighted eateries in and throughout the San Gabriel Valley.



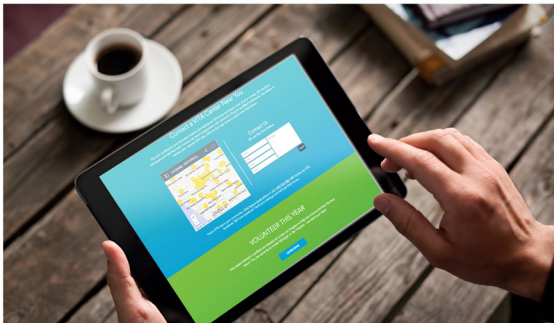
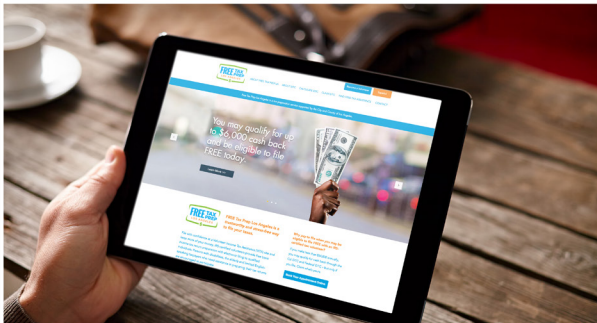
ADDITIONAL WORK SAMPLES

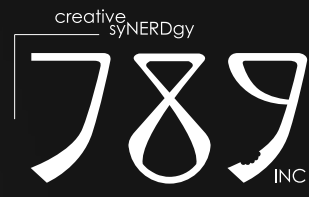


ADDITIONAL **WORK SAMPLES**



ADDITIONAL **WORK SAMPLES**





Thank **You**

The 789 Team would like to thank you for the opportunity to submit our qualifications. We are confident our experience and expertise will help you achieve your goals. If you have any questions, please don't hesitate to contact us.

LOS ANGELES OFFICE (MAIN)

101 N. Citrus Ave, Suite 3C, Covina, CA 91723

O: 626.339.4789 | D: 626.533.6953

E: charley@789inc.com

Got an Idea?

Get some
Nerds.

789inc com



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Lupita Ibarra, Director of Transportation

SUBJECT: **Approve an Alternative Bus Operator Recruitment and Support Plan for Montebello Bus Lines**

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve an alternative Bus Operator Recruitment and Support Plan (Plan) for Montebello Bus Lines (MBL); and
- 2) Amend the Master Position Control by increasing Transit Dispatch Supervisor (TDS) positions from 12.0 Full-Time Equivalents (FTE) to 15.0 FTE in the Transit Department; and
- 3) Authorize the City Manager and/or his Designee to execute any necessary operational changes on behalf of the City of Montebello (City); and
- 4) Take such additional, and related, action that may be desirable.

FISCAL IMPACT

The average annual fully burdened cost (salaries plus benefits) to add three (3) TDS positions is estimated at \$286,320. As part of the City's adopted Fiscal Year 2021-2022 Budget, funding for these positions is appropriated in Account No. 600-90-910-5000.10, Transit Operations – Salaries Regular Salaries, with sufficient salary savings available to fund these additional positions and the signing bonus program through June 30, 2022. Therefore, a budget amendment is not necessary. The FY 2022-2023 budget will be developed with sufficient salary and benefit appropriations for the 15.0 TDS FTE positions and the Plan.

Approve an Alternative Bus Operator Recruitment and Support Plan for Montebello Bus Lines

Page 2 of 4

BACKGROUND

MBL, like many other public transportation agencies (e.g., LA Metro, Norwalk Transit, and Foothill Transit), is currently experiencing a Bus Operator (Operator) deficit of 12% due to attrition factors (e.g., separation, retirement, and promotion) and the impacts of the coronavirus (COVID-19) pandemic. While ridership demand has gradually increased over the past year, MBL is delivering less than 90% of the scheduled service on an already reduced service plan, making service less reliable and accessible. For example, one missed run can result in a 40-minute wait on a fixed route with expected service every 20 minutes. If MBL continues to use the current recruitment and training plan, Operator availability will remain relatively flat over the next two (2) years (see Attachment “A”) and MBL will need to continue operating under the current reduced service plan.

As MBL begins planning for post-pandemic service, staff recommends that MBL adopt an alternative recruitment and support plan to address the current Operator shortage and improve the City’s scalability efforts to provide more reliable and efficient public transportation service to the City and communities serviced by MBL. By adopting this plan, MBL will experience a projected increase in Operator staffing levels (see Attachment “A”) that align with operational funding. This Plan is intended to be temporary to assist in the recruitment of Operators.

It is important to note that the projection model accounts for long-term leave and attrition factors. This projection assumes long-term leave remains flat at fifteen (15) Operators per month, provided there are no changes in the current leave management structure. In contrast to the Plan, the current service schedule demand plus a 10% Operator float for unscheduled absences, will cause a drastic impact on the agency’s operation. Although MBL is not positioned to increase service, Attachment “A” illustrates what a 10% service increase in September 2022 and April 2023 will reflect against staffing availability.

ANALYSIS

The agency must address the Operator shortage issue to meet schedule needs and realign the service footprint to meet demand. This will require changing the alignment of specific routes, adding service to routes with observed crowding, expanding service coverage into the early morning and late afternoon, and adding additional weekend service. Although the Comprehensive Operational Analysis (COA) currently being conducted will largely dictate future growth, MBL must be prepared to accommodate that growth while current service demand grows. To support these efforts, the Plan will implement the following actions:

- Temporarily suspend the required Commercial (Class B) License as a prerequisite to apply.
 1. An Operator hired without a Class B License will be placed at salary range step one and provided with paid training to obtain a Class B License. Once

Approve an Alternative Bus Operator Recruitment and Support Plan for Montebello Bus Lines

Page 3 of 4

- a Class B License is obtained, the Operator will be compensated at salary range step four.
- 2. An Operator hired with a Class B License will be placed at salary range step four (current practice for salary range placement).
- Similar to other agencies (see Attachment “B”), MBL will temporarily offer a \$2,000 signing bonus to be disbursed as follows:
 - 1. \$1,000 upon Operator certification (successful completion of training)
 - 2. \$1,000 upon successful completion of probation period
 - ❖ *(Newly hired Operators qualify only for the Signing Bonus Program. Eligibly for the Bus Operator Incentive Program is offered to Operators twice a year upon completion of the probationary period)*
- Shift to an in-house training program and reinstate the Employer Testing Program (ETP) available through the California Department of Motor Vehicles (DMV).
 - 1. Accommodates up to eight (8) Operators every three months as part of MBL’s continuous recruitment and support plan. The training program will run approximately eight to twelve weeks for a non-Class B licensed Operator for approximately two weeks for a Class B licensed Operator.
 - 2. Allows MBL to administer driver tests to employees pursuing a Class B License. The ETP will also function as a citywide resource to certify other employees with a Class B License.
- Hire three (3) additional Transit Dispatch Supervisors (TDS) to support the lead Transit Operations Supervisor (TOS) with the in-house training program and ETP (i.e., increase TDS FTE from 12.0 to 15.0, see attachment “C”).

These actions are expected to progressively grow Operator availability and accommodate future service increases while maintaining financial solvency. Furthermore, to reach a broader Operator candidate pool, MBL will explore the following recruitment efforts:

- Host jobs fairs at MBL headquarters
- Provide onsite drop-in application submittal assistance
- Advertise Operator employment opportunities via various messaging platforms (e.g., electronic billboards, social media, and city website)
- Partner with the Los Angeles County Economic Development Corporation
- Post printed Operator hiring materials on revenue fleet

SUMMARY

Staff recommends that the City Council: (i) approve an alternative Bus Operator Recruitment and Support Plan; (ii) amend the Master Position Control by increasing Transit Dispatch Supervisor positions from 12.0 FTE to 15.0 FTE (see Attachment “C”) to provide training support for new and existing Bus Operators; (iii) authorize the City Manager and/or his Designee to execute any necessary operational changes on behalf of the City; and (iv) direct staff to take such additional, and related, action that may be desirable.

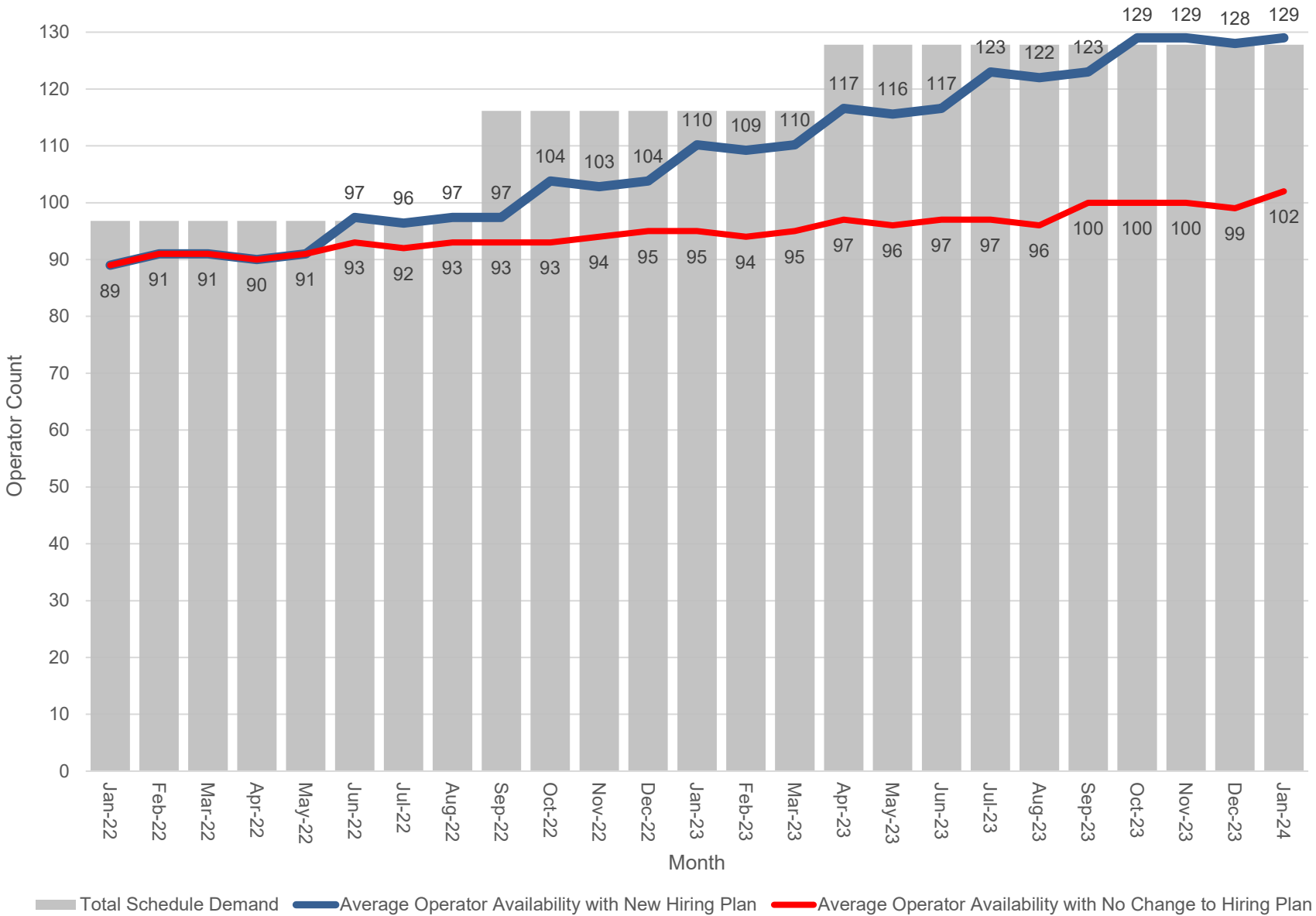
Approve an Alternative Bus Operator Recruitment and Support Plan for Montebello Bus Lines

Page 4 of 4

ATTACHMENTS:

- A. Attachment A – Operator Forecast
- B. Attachment B – Peer Agency Review
- C. Attachment C – Master Position Control (Amended)

ATTACHMENT A



ATTACHMENT B

Agency	Starting Hourly Pay	Top Hourly Pay	Bonus Incentive	Bonus Amount	Comment
LA Metro	\$19.12	\$27.31	Yes	\$3,000	- \$1,500 after graduating bus operator training - \$1,500 awarded on the first anniversary of hire date - No Class B License requirement to apply
Norwalk Transit	\$25.59	\$31.09	Yes	\$2,000	- \$2,000 Retention Bonus Program - Paid Training - No Class B License requirement to apply
Santa Monica Big Blue Bus	\$24.20	\$30.25	No	\$0	- No Class B License requirement to apply - Paid Training: trainees start at \$17.81 during the 8-week training period.
Montebello Unified School District	\$19.64	\$25.83	No	\$0	- Class B License requirement to apply
Orange County Transportation Authority	\$19.50	\$29.42	No	\$0	- No Class B License requirement to apply - Paid training: 6 weeks of paid training. All new hires enter at step one. OCTA is currently negotiating for a 7% comp increase upon adoption of the new MOU and 4% the following year. - \$500 referral bonus: \$200 upon acceptance of offer letter and \$300 upon completion of probation period.
Foothill Transit (Transdev)	\$19.36	\$27.00	Yes	\$2,000	- No Class B License requirement to apply - \$2,000 sign-on bonus plus \$2,000 referral bonus. Paid Training and internal CDL certification.
Montebello Bus Lines	\$23.74	\$26.17	No	\$0	- Department awards up to \$1,250 every six months for positive work performance plus any overtime differential



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
Updated March 9, 2023 (Transit Department)*

ATTACHMENT C

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED*	Variance
Elected					
City Councilmember	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	0.0
Administration					
City Manager	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Public Information Officer	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	0.0
Assistant to the Deputy City Clerk	0.0	1.0	1.0	1.0	0.0
Records Coordinator	0.0	0.0	1.0	1.0	0.0
Office Manager	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	0.0	0.0	0.0
	6.0	8.0	8.0	8.0	0.0
Finance					
Director of Finance	1.0	1.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	0.0
Accounting Supervisor	1.0	1.0	1.0	1.0	0.0
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst (Payroll)	0.0	0.0	1.0	1.0	0.0
Accountant	4.0	4.0	4.0	4.0	0.0
Finance Technician	5.0	5.0	5.0	5.0	0.0
Account Clerk II	5.0	5.0	5.0	5.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	19.0	20.0	21.0	21.0	0.0
Fire					
Fire Chief	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	0.0	0.0	0.0	1.0	1.0
Deputy Fire Chief	0.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	3.0	3.0	3.0	0.0
Fire Captain	12.0	13.0	13.0	14.0	1.0
Fire Engineer	12.0	12.0	12.0	12.0	0.0
Firefighter	24.0	24.0	24.0	24.0	0.0
Firefighter/Paramedic Trainee	0.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	0.0
Deputy Fire Marshal	1.0	1.0	1.0	1.0	0.0
Community Risk Reduction and Education Coordinator	0.0	0.0	1.0	1.0	0.0
Senior Fire Inspector	0.0	0.0	1.0	1.0	0.0
Fire Inspector I	1.0	2.0	2.0	2.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	0.0	0.0	1.0	1.0	0.0
Sr. Management Analyst	2.0	2.0	2.0	2.0	0.0
Telecommunications Manager	0.0	1.0	0.0	0.0	0.0
Telecommunications Supervisor	0.0	1.0	1.0	1.0	0.0
Telecommunications Technician	0.0	0.0	1.0	1.0	0.0
Social Work Supervisor	0.0	1.0	1.0	1.0	0.0
Field Response Case Coordinator	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	2.0	1.0
	59.0	70.0	73.0	76.0	3.0



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
Updated March 9, 2023 (Transit Department)*

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED*	Variance
Human Resources and Information Technology					
Director of Human Resources and Risk Management	1.0	1.0	1.0	1.0	0.0
Human Resources Manager	0.0	0.0	1.0	1.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	0.0
Sr. Human Resources Analyst	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	1.0	1.0	1.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Information Systems Manager	1.0	1.0	2.0	2.0	0.0
Information Systems Supervisor	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	3.0	3.0	3.0	3.0	0.0
	12.0	12.0	14.0	14.0	0.0

Planning and Community Development

Director of Planning and Community Development	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Building Official	1.0	1.0	1.0	1.0	0.0
Housing Manager	0.0	0.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	0.0
Associate Planner	1.0	1.0	1.0	1.0	0.0
Assistant Planner	0.0	2.0	2.0	2.0	0.0
Code Enforcement Manager	0.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	3.0	4.0	4.0	4.0	0.0
Combination Building Inspector	0.0	1.0	1.0	1.0	0.0
Building Permit Technician	1.0	1.0	2.0	2.0	0.0
Sr. Management Analyst	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	2.0	2.0	2.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	12.0	19.0	21.0	21.0	0.0

Police

Police Chief	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	5.0	5.0	6.0	6.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	0.0
Police Officer	33.0	33.0	32.0	32.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Records Supervisor	1.0	1.0	1.0	1.0	0.0
Communications Supervisor	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	0.0
Parking Control Officer	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
	101.0	102.0	102.0	102.0	0.0



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
Updated March 9, 2023 (Transit Department)*

FY 2019-20		FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED*	Variance
Public Works					
Director of Public Works	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
Assistant Engineer	0.0	0.0	1.0	2.0	1.0
Public Works Inspector	0.0	0.0	1.0	1.0	0.0
Recreation & Community Services Superintendent	0.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	0.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	0.0	1.0	1.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Maintenance Worker*	7.0	14.0	14.0	14.0	0.0
	12.0	21.0	23.0	25.0	2.0

*Transfer 7.0 FTE from Parks and Recreation - Golf Course Operations, October, 2020

Recreation and Community Services

Director of Recreation and Community Services	1.0	1.0	1.0	1.0	0.0
Deputy Director	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superintendent**	0.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	2.0	2.0	2.0	2.0	0.0
Maintenance Worker	8.0	8.0	8.0	8.0	0.0
Recreation Manager	0.0	0.0	1.0	1.0	0.0
Community Services Coordinator	3.0	4.0	4.0	4.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	0.0
Administrative Secretary	1.0	1.0	1.0	1.0	0.0
Golf Course Superintendent / Facility Manager**	1.0	0.0	0.0	0.0	0.0
Golf Cart Mechanic*	1.0	0.0	0.0	0.0	0.0
Golf Course Equipment Mechanic*	1.0	0.0	0.0	0.0	0.0
	21.0	20.0	21.0	21.0	0.0

*Golf Course personnel transferred to Public Works as "Maintenance Worker" classification

**Golf Course Superintendent to be reclassified as Recreation & Comm Services Superintendent



City of Montebello
Fiscal Year 2021-22 Budget
Master Position Control, by Department
Updated March 9, 2023 (Transit Department)*

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED*	Variance
Transportation					
Director of Transportation	1.0	1.0	1.0	1.0	0.0
Assistant Director	1.0	1.0	1.0	1.0	0.0
<i>Deputy Director</i>	<i>0.0</i>	<i>0.0</i>	<i>0.0</i>	<i>2.0</i>	<i>2.0</i>
Public Information Officer	0.0	1.0	1.0	1.0	0.0
Transit Administration Manager	1.0	2.0	2.0	2.0	0.0
Transit Operations Manager	1.0	1.0	1.0	1.0	0.0
Vehicle Maintenance Manager	0.0	1.0	1.0	1.0	0.0
Maintenance Manager	0.0	0.0	1.0	1.0	0.0
Shop Maintenance Supervisor	4.0	4.0	4.0	4.0	0.0
Transit Dispatch Supervisor	10.0	12.0	12.0	15.0	3.0
Transit Operations Supervisor	3.0	3.0	3.0	3.0	0.0
Transit Stores and Facility Supervisor	1.0	1.0	1.0	1.0	0.0
Maintenance Service Supervisor	1.0	1.0	1.0	1.0	0.0
Transit Grants and Project Administrator	1.0	1.0	1.0	1.0	0.0
Sr. Procurement Analyst	0.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	3.0	3.0	3.0	0.0
Associate Planner	0.0	0.0	1.0	1.0	0.0
Account Clerk I	0.0	1.0	1.0	1.0	0.0
Account Clerk II	2.0	3.0	3.0	3.0	0.0
Administrative Secretary	0.0	1.0	1.0	1.0	0.0
Bus Operator	105.0	105.0	120.0	120.0	0.0
Equipment Mechanic A	15.0	15.0	15.0	15.0	0.0
Equipment Serviceworker	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	1.0	1.0	1.0	1.0	0.0
Storekeeper	3.0	3.0	3.0	3.0	0.0
Clerk Typist	4.0	5.0	5.0	5.0	0.0
	170.0	182.0	199.0	204.0	5.0

Total Full-Time Employees	419.0	461.0	489.0	499.0	10.0
Total Full-Time Employees Net Elected	412.0	454.0	482.0	492.0	10.0

	FY 2019-20	FY 2020-21	FY 2021-22 ADOPTED	FY 2021-22 AMENDED	Variance
Administration	6.0	8.0	8.0	8.0	0.0
Community Development	12.0	19.0	21.0	21.0	0.0
Finance	19.0	20.0	21.0	21.0	0.0
Fire	59.0	70.0	73.0	76.0	3.0
Human Resources - Information Technology	12.0	12.0	14.0	14.0	0.0
Parks and Recreation	21.0	20.0	21.0	21.0	0.0
Police	101.0	102.0	102.0	102.0	0.0
Public Works	12.0	21.0	23.0	25.0	2.0
Transit	170.0	182.0	199.0	204.0	5.0
	412.0	454.0	482.0	492.0	10.0



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Approve General Services Agreement No. 3960 between the City of Montebello and the County of Los Angeles**

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a new General Services Agreement between the City of Montebello and Los Angeles County; and
- 2) Authorize the City Manager to execute the agreement on behalf of the City; and
- 3) Direct the City Clerk's office to forward the executed agreement, together with a copy of the certified minutes of indicating City Council approval of this item.

FISCAL IMPACT

The adopted FY 2021/22 Budget includes funding for the County services customarily used by the City of Montebello. The recommended action does not require any budget adjustments.

BACKGROUND

For many years, Los Angeles County has executed General Services Agreements ("GSA") with most cities in the County under the provisions of Section 56½ of the Charter of the County of Los Angeles, and Section 51300, et seq., of the Government Code.

The GSA is general in nature and simply authorizes the County to provide services requested by cities. Services provided under the GSA consist of "as needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct

Approve General Services Agreement No. 3960 between the City of Montebello and the County of Los Angeles

Page 2 of 2

assessment collection, subdivision map review, and a variety of public works services (traffic signal maintenance, street maintenance, bridge maintenance, etc.).

DISCUSSION

The current GSA will expire on June 30, 2022. The County has asked that cities interested in renewing the GSA return three (3) original signed copies, including a certified copy of the City Council minutes indicating the approval of the agreement, no later than Monday, May, 2, 2022. Approving the new GSA will ensure continuation of the services the City is currently receiving, and offer the City the ability to add or augment services in the future. The new GSA proposes a new 5-year term, covering the period of July 1, 2022, to June 30, 2027.

SUMMARY

The current General Services Agreement (GSA) between the City of Montebello and Los Angeles County will expire on June 30, 2022. To ensure continuation of the services the City is currently receiving from the County, and to offer the City the ability to add or augment services in the future, a new 5-year agreement must be approved by the City Council.

ATTACHMENTS:

- A. Attachment A – General Services Agreement No. 3960
- B. Attachment B – Existing General Services Agreement No. 3246

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2022, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Montebello, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2027, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2027, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2027, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2022.

The City of Montebello.

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy

AGREEMENT NO. 3246

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Montebello, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 12 day of April 2017.

The City of Montebello,

By *Vivian Lomax*
Mayor

ATTEST:

City Clerk

By *Cl D*
Deputy

THE COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By *Rachelle Smitheman*
Deputy
JUN 29 2017



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By *Rachelle Smitheman*
Deputy
JUN 29 2017

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Behrez Jashakou*
Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

JUN 13 2017

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Second Reading and Adoption of Ordinance No. 2444 Amending the Montebello Municipal Code to Establish the By-District Election Process of City Councilmembers**

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct the Second Reading and adopt Ordinance No. 2444 (Attachment A) establishing a by-district elections process for the election of City Councilmembers of the City of Montebello ("City"); and
- 2) Review and approve the new proposed tentative CVRA schedule; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

Montebello City Councilmembers are currently elected "at-large," where each City Councilmember is elected by the voters of the entire City. The City received a petition on March 15, 2021 from Scott J. Rafferty ("Petition") alleging that the City's at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or "CVRA") and requesting that the City voluntarily change its at-large system of

Second Reading and Adoption of Ordinance No. 2444 Amending the Montebello Municipal Code to Establish the By-District Election Process of City Councilmembers

Page 2 of 3

electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010.

ENVIRONMENTAL

This Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

DISCUSSION

At its meeting on February 23, 2022, the City Council of the City of Montebello introduced and conducted the first reading of Ordinance 2444. This Ordinance sets forth the election of Councilmembers on a by-district elections system, where a candidate for City Council must live in the district where the candidate wishes to represent. Only the voters of that district are entitled to vote to elect their representative. The City and the City Council, by adopting this Ordinance, are committing to submitting a final district boundary map by May 12, 2022 to the Los Angeles County, to be implemented during the November 8, 2022 election.

A Councilmember in office at the time this Ordinance takes effect will continue in office until the expiration of a full term to which they were elected at-large or appointed and until their successor is qualified. If vacancies in Councilmember offices elected at-large occur before such expiration, such vacancies will be filled according to the law, at-large.

On February 16, 2022 and February 19, 2022, the City held two (2) Map Open House events for residents to review the six (6) maps that were selected by Council for further consideration. During these events, the public was able to submit comment cards regarding the maps. Based on the data from the public comment cards received at these events, the maps were scored as follows:

(1 – highest, and 6 – lowest)

1. Demographer Map 3
2. Demographer Map 5
3. Demographer Map 2
4. Demographer Map 1
5. Public Submission Map 5
6. Public Submission Map 16

Second Reading and Adoption of Ordinance No. 2444 Amending the Montebello Municipal Code to Establish the By-District Election Process of City Councilmembers

Page 3 of 3

CVRA: Proposed Tentative Schedule

DATE	TYPE OF MEETING	NOTES
Today March 9, 2022	Regular Meeting	-2 nd Reading & Adoption of Ordinance No. 2444
Map Open House #3 Saturday, March 19, 2022 Time: 9:30am-12pm	Grant Rea Park 600 Rea Drive Montebello, CA 90660	
Public Hearing #5 March 23, 2022	Regular Meeting	-Receive public input regarding maps
Map Open House #4 Wednesday, March 30, 2022 Time: 5:30pm-8pm	Chet Holifield Park 1060 S. Greenwood Avenue Montebello, CA 90660	
Public Hearing #6 April 13, 2022	Regular Meeting	-Receive public input regarding maps
Public Hearing #7 April 27, 2022	Regular Meeting	-Receive public input regarding maps -Choose final district map
May 11, 2022	Regular Meeting	-Adopt final district map by resolution
Submit Final Map to County May 12, 2022 (*latest to submit to LA County Registrar for implementation in time for November 2022 election)		-Submit final map

SUMMARY

Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 2444 to establish a by-district elections process for the election of City Councilmembers of the City of Montebello. Staff also recommends the Council review and approve the new proposed tentative districting schedule.

ATTACHMENTS:

A. Attachment A – Ordinance No. 2444

ATTACHMENT A

ORDINANCE NO. 2444

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AMENDING SECTION 2.08.050 OF TITLE 2, CHAPTER 2.08 OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH THE BY-DISTRICT ELECTION PROCESS OF COUNCIL MEMBERS

WHEREAS, the City of Montebello (“City”) is a general law city, which is currently governed by five (5) council members who are all elected by all voters in the city in an at-large voting system and the next regular election is to take place on November 8, 2022; and

WHEREAS, the City received a petition on March 15, 2021 from Scott J. Rafferty (“Petition”) alleging that the City’s at-large election system violates Elections Code, Sections 14027 and 14028, (the California Voting Rights Act or “CVRA”) and requesting that the City voluntarily change its at-large system of electing Councilmembers through the collaborative process set forth in Elections Code, Section 10010; and

WHEREAS, pursuant to Government Code section 34886, as amended effective January 1, 2017, the City Council may adopt an ordinance that requires the members of the city council to be elected by district, without being required to submit the ordinance to the voters for approval; and

WHEREAS, under the California Voting Rights Act of 2001, district-based elections are required if it can be shown that an at-large election system prevents minority voters from electing their chosen candidate or influencing elections; and

WHEREAS, the City of Montebello desires to ensure the voting rights and fair representation of all of its citizens; and

WHEREAS, pursuant to Government Code section 34886, it is declared the change in the method of electing members of the City Council made by this ordinance to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act; and

WHEREAS, in a by-district election system, a candidate for City Council must live in the district where the candidate wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

ORDINANCE NO. 2444

Page 2 of 4

WHEREAS, the City and the City Council, by adopting this ordinance, are committing to adopt a final district boundary map no later than May 12, 2022, to be implemented in time for the November 8, 2022 election.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

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

SECTION 2. AMENDMENT; ADDITIONS. Section 2.08.050 – Municipal Elections of the Montebello Municipal Code is hereby amended and will read as follows (deletions in ~~striketrough~~ and additions in double underline):

2.08.050 – Municipal Elections.

- A. Pursuant to Sections 1301 and 1000 of the California Elections code, commencing with the statewide election to be held on November 6, 2018, the city of Montebello's general municipal elections shall be held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide election.
- B. Pursuant to Sections 34886 and 34871(a) of the California Government Code, Council members will be elected on a by-district elections system. The term "by-district" as used in this Section shall mean election of members of the City Council by voters of the district alone. Candidates for council seats in each district shall be nominated and elected only by the voters of that district.
- C. Except as provided in subsection (D) of this Section, each Council Member must be a resident of and a registered voter in the council district from which the member is nominated at the time the member is nominated, elected, and throughout that member's term of office. In the event any Council Member ceases to be a resident of the district from which the member was nominated, the office shall immediately become vacant and shall be filled in the same manner as herein provided for other vacancies. If a Council Member ceases to be a resident of the district from which the Member was nominated solely because of a change in the boundaries of the districts, the Member shall not lose office during that term by reason of such change pursuant to California Government Code section 34882 and Elections Code section 10227.
- D. A Council Member in office at the time this section takes effect will continue in office until the expiration of a full term to which they were elected or appointed

and until their successor is qualified. If vacancies in Council Member offices elected at-large occur before expiration of the full term thereof, such vacancies will be filled according to law from the City at-large.

E. The number of Council Member districts of the City and the boundaries of said districts shall be adopted and established by the City Council by resolution no later than May 12, 2022. The by-district elections process and the established district boundaries shall be implemented in the City's next general election occurring on November 8, 2022.

F. District boundaries shall be adjusted by the City Council before the first day of November of the year following the year in which each decennial federal census is taken by majority vote of the total membership of the City Council, and as provided in Elections Code section 21601, 21602 and 21607. The district boundaries, but not the number thereof, may be changed by ordinance adopted by the City Council by majority vote of all its members; provided that districts established by the City Council shall be as nearly equal in population and as geographically compact as possible. However, the City Council shall not change the boundaries of districts more than once in any two (2) year period and no such change shall be made within the period of one hundred eighty (180) days preceding a general municipal election. The preceding limitations shall not apply to changes made necessary by changes to City boundaries, as provided in Elections Code section 21603. After City Council has exercised its power to change the boundaries of districts, these changes shall immediately be reflected in the district boundaries specified by ordinance adopted by City Council.

SECTION 4. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY

ACT. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

ORDINANCE NO. 2444

Page 4 of 4

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council. The district boundaries shall be selected and in place no later than May 12, 2022 and the first district-based elections as provided for herein shall commence at the next election of Council Members for the City of Montebello after the effective date of this ordinance.

SECTION 7. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED 9th day of March 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 23rd day of February, 2022, and was adopted by the City Council of the City of Montebello at its meeting held on the 9th day of March 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

SUBJECT: Approval to Submit Application for the Cal Office of Emergency Services (Cal OES)

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the submission of the grant application for the California Fire Foundation Spring 2022 Grant Cycle; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The California Fire Foundation Spring 2022 Grant Cycle currently has a funding opportunity to submit a competitive grant application. Depending on the scope of the project, the City could potentially receive up to \$15,000. This funding opportunity has no local matching funds requirement. If a grant is awarded and once the award amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

The California Fire Foundation (CFF) was established in 1987 and it's a statewide nonprofit 501(c)(3) charitable organization, which offers grant opportunities to fire departments, firefighter associations and community-based organizations whose vital projects focus on keeping communities and first responders safe, especially in the areas of public safety prevention education initiatives, emotional and financial assistance to families of fallen firefighters, firefighters and the communities they protect.

Approval to Submit Application for the California Fire Foundation Spring 2022 Grant Cycle

Page 2 of 2

According to the California Fire Foundation, the current wildfire risk is in a continuous state of disaster alert and critical impact to individuals and communities. The State of California has felt the impact of climate change more acutely, with disastrous consequences, especially with devastating wildfires fueled by severe droughts and heat waves; flooding and mudslides driven by heavy rains; erosion and coastal damage from rising sea levels. Communities across the state are experiencing first-hand this new normal; with extreme weather variations, and increasingly dangerous wildfires afflict our state on a regular basis. The City of Montebello is also been experiencing an increase of fire incidents due to natural causes and either purposely or not purposely done, since July 1, 2021 to February 21, 2022 the Fire Department has responded to a total of 139 different types of fire incidents, that is 24% from 7,347 total incidents.

DISCUSSION

The objective the California Fire Foundation will focus on supporting wildfire preparedness and/or prevention efforts, which protect and enhance the public's safety and/or the safety of California's firefighters and other first responders. The grant will provide funding in the following areas: 1) Vegetation Mitigation & Fuels Reduction; 2) Education, 3) Planning or Community Outreach Campaigns; 4) Personal Protective Equipment; Specialized Firefighting Equipment; 5) First Responder Training.

The Montebello Fire Department is seeking to submit a grant proposal for funding that will be used towards wildland fire Personal Protective Equipment and Specialized Firefighting Equipment for all Montebello Fire Department suppression personnel. Given the City's proximity to wildland areas that frequently burn and require appropriate and specific equipment in order to properly and safely respond, this grant opportunity would provide an opportunity to seek wildland equipment for our Department. Once the proposed focus area is identified, the Department will be applying under the appropriate category based on specific needs. The additional funding resources would provide much needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of fire prevention and wildland protection services to the community.

SUMMARY

That the City Council approve the submission of the grant proposal application for the California Fire Foundation for the Spring Cycle 2022.

ATTACHMENTS:

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: **Request to Approve Purchase of a Training Center from Forcible Entry Equipment, Inc. for Fire Operations Training**

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the purchase of a Forcible Entry Conex Box Training Center in the amount of \$65,118 ; and
- 2) Authorize the City Manager to execute an agreement with Forcible Entry Equipment, Inc. in a not-to-exceed amount of \$75,000; and
- 3) Take such additional, related actions necessary to actions to effectively and efficiently procure the Fire Training Center.

FISCAL IMPACT

Staff is requesting approval of the purchase and installation of the Forcible Entry Conex Box Training Center, including contingency, in the amount not-to-exceed \$75,000 (Account No. 100-85-860-6010.10, General Fund, Fire, Suppression, Machinery and Equipment). The total amount necessary to purchase the equipment is \$65,118, with a fifteen percent (15%) contingency included, the total not-to-exceed purchase amount will be \$75,000. The contingency will allow for any unforeseen additional costs during installation.

The Fire Suppression Division budget for FY 2021-22 included over \$457,500 in funding for various heavy equipment needs. Fire Personnel are prioritizing these purchases to allocate enough savings to fully purchase and install this Training Center. Therefore, no budget amendment is needed at the current time.

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 9, 2022
**Request to Approve Purchase of a Training Center from Forcible Entry
Equipment, Inc. for Fire Operations Training**
Page 2 of 3

This fire Forcible Entry Conex Box Training Center has been identified as a high priority due to the need to conduct on-going and continuous fire suppression training for all fire personnel.

BACKGROUND

The Montebello Fire Department operates three (3) fire stations, the Suppression Division currently operates with a total of 57 full-time equivalents (FTEs), responding to approximately 22 emergency calls per day, for a total of 8,000 calls for service each year, The Department has also seen an increase in fire related incidents by 5% over the past year (2021). This year alone the Department has responded to 912 calls from January 1, 2022 through February 14, 2022 (45 Days), with 25% of those calls related to fire.

The Montebello Fire Department is an “all-risk” organization that responds to a wide-range of needs in the community. These services must be provided by skillful and highly trained fire personnel, as indicated by the National Fire Protection Association (NFPA) Training Standards, Occupational Safety and Health Administration (OSHA) and the Department’s Policies and Procedures. Including compliance with NFPA 1402- Standard on Facilities for Training and Associated Props, which requires Fire Departments to ensure they provide adequate training equipment to fire safety personnel.

In addition to the Departmental requirements, the fact is that effective and adequate training saves many lives, as well as other overall benefits as described below:

- Training enables firefighters to learn new skills and techniques to make their jobs safer. Fire safety personnel risk their lives to save others. However with the right training some of the risk to fire personnel can be minimized and managed.
- Training enables firefighters to respond more efficiently, reducing the loss of property and/or decrease damage caused by fires. This can be essential in situations where fire damage to the community could be substantial.
- Training provides firefighters with needed and up-to-date experience and skills. Fire safety personnel need this experience in order to be effective in their jobs.
- Training keeps firefighters active and engaged, and develops their confidence to tackle high-risk and traumatic incidents.

The Fire Department is mandated under the NFPA 1408- Standard for Training Fire Service Personnel in Operation, Care, Use and Maintenance of Thermal Imagers and NFPA 1407 — Standard for Training Fire Service Rapid Intervention Crews to provide adequate training to its fire safety personnel. Currently the Department does not have a dedicated training site, and/or training building. Pursuing options to train outside the City are not realistic due to high volume of emergency calls, and therefore could limit the resources necessary and increase the time response if needing to respond to an

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 9, 2022
**Request to Approve Purchase of a Training Center from Forcible Entry
Equipment, Inc. for Fire Operations Training**
Page 3 of 3

emergency incident. Therefore, a prudent and economical solution to remain compliant is to purchase the Forcible Entry Equipment Conex Container for fire operations training.

Our community relies on our firefighters to make quick access to occupancies, whether a business or residential building, in the event of a fire or other emergency. Each building presents unique challenges in gaining access through various types of locked doors and windows. To safely and efficiently tackle these challenges firefighters must engage in regular hands-on manipulative training. Gaining quick access in the case of a fire can significantly increase the chances of survival for fire victims, improve property loss outcomes, and substantially reduce the risk to firefighters when they are able to make an early fire attack. The forcible entry props can also be very effective training tools for our law enforcement partners. The training prop (i.e., Conex Container) is designed to be re-utilized time and time again, using wood and replaceable rebar material at a low cost. It will initially be stationed at Fire Station 56, but can be moved to other strategic locations in the future as needed.

Department staff researched and identified Forcible Entry, Inc. as the most appropriate vendor due to extensive products, and ability to create realistic, durable, all-encompassing product line for training on forcible entry. Products are CAD-tested by Le Mans racecar engineers. Prototypes are hands-on tested by firefighters and local law enforcement personnel. Materials are sourced and fabricated only within the United States, and manufactured in house in Rancho Cordova, CA allowing the product to be delivered in a timely manner to avoid extensive delays.

SUMMARY

Staff is recommending the City Council approve the purchase of the Fire Conex Training Center in order to maintain fire service training operations and ensure required equipment necessary for standards in fire operations. The total purchase price is estimated at \$65,118, in addition to a fifteen percent (15%) contingency for a not-to-exceed amount of \$75,000 which will allow for unforeseen costs related to delivery and installation.

Sufficient funding exists in Account No. 100-85-860-6082 (General Fund, Fire, Suppression, Maintenance and Operations) for this purchase. The FY 2021-22 budget included over \$450,000 in funding for a wide range of required fire safety and training equipment. Therefore, no budget adjustment is needed to procure this essential training equipment. Staff further recommends authorizing the City Manager to approve all related documents necessary to acquire the Fire Conex Training Center directly from Forcible Entry, Inc.

ATTACHMENT:

- A. Attachment A – Forcible Entry, Inc. Conex Training Center Quote

ATTACHMENT A**QUOTE****DATE:** January 25, 2022**INVOICE #:** 0022-0036**BILL TO:** Montebello FD**SHIP TO:** Montebello FD

Montebello, CA

CONTACT: Cheryl Roberts

croberts2274@me.com

Forcible Entry Equipment

4440 Creekside Dr.

Shingle Springs, CA 95682

Phone: (916) 337-5705

Fax: (530) 677-5866

DESCRIPTION :	# :	Amount :
FE Shipping Container - includes		\$ 56,875.00
20' One -Trip Shipping Container 1 - painted before build 1 - painted post build / pre-delivery 1 - light kit installed for instant plug in capability	1	
Catalyst Force Door C6 Assembly - \$5650 ea. (<i>Outside facing:</i> 1 inward opening, 1 outward opening)	2	
1- Complete Door with adjustable hinges		
1 - Sill Plate with 4 Multi-Mount plates		
1 - C6 Armor Academy Break System		
4 - AR400 Strike Plates		
All Hardware		
Drop Bar prop plus 50 consumables mounted to CFED	1	
Security Screen Door mounted to CFED	1	
Window VES 3-in-1 Prop (1 mounted standard height, 1 mounted high)	2	
Window Bar prop (1 mounted standard height, 1 mounted high)	2	
Commercial Cutting Prop (modular mounting location capable via Grid System Bolt-on Mount)	1	



QUOTE

DATE: January 25, 2022

INVOICE #: 0022-0036

BILL TO: Montebello FD

SHIP TO: Montebello FD
Montebello, CA

CONTACT: Cheryl Roberts

croberts2274@me.com

Hinge Prop (modular mounting location capable via Grid System Bolt-on Mount)	2	
Rebar Tree Arms (modular mounting location capable via Grid System Bolt-on Mount)	4	
Grid System - Multiple point mounting system for select props	4	
Lock Breaking mounts (modular mounting location capable via Grid System Bolt-on Mount)	2	
ADDITIONAL OPTIONS BELOW: (additional pricing will be added)		
Interior Wall Breach Prop + Metal Slot Framing Add \$2500.00		
Second floor Window VES Prop with Instructor Railing Add \$4950.00		
Custom Interior Tables / Work Benches Price TBD		
Custom Interior Shelving Price TBD		
FE Team On Site Assemble and Walk Through/Orientation \$3995.00		
FE Team On Site Assemble and Walk Through/ Demo plus 8 Hr FE Class (2 days onsite) - \$6995.00		
30% deposit required prior to build balance to be paid net 30 from final assembly date.		



QUOTE

DATE: January 25, 2022

INVOICE #: 0022-0036

BILL TO: Montebello FD

SHIP TO: Montebello FD
Montebello, CA

CONTACT: Cheryl Roberts
croberts2274@me.com

<i>SUBTOTAL</i>	\$ 56,875.00
<i>TAX RATE</i>	10.25%
<i>SALES TAX</i>	\$ 5687.50
<i>SHIPPING</i>	\$ 2,615.00
<i>TOTAL</i>	\$ 65117.50

THANK YOU for your business!

Be Safe.

The Forcible Entry Team

Quote Good for 45 Days



CITY OF MONTEBELLO CITY COUNCIL
REGULAR MEETING AGENDA

MINUTES

WEDNESDAY, DECEMBER 8, 2021 AT 5:00 P.M.

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

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:05 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Torres, Councilmember Melendez, and Councilmember Peralta. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

The City Clerk Office's had three (3) members of the public wishing to address the City Council in person and eight (8) members of the public wishing to be called. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk Office acknowledged thirteen (13) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

CLOSED SESSION – 5:00 P.M.

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

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Threat of litigation – One matter related to the CVRA

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: Rene Bobadilla, Nicholas Razo

Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

a. NASA Services, Inc. v City of Montebello

Los Angeles Superior Court Case No. 21STCP01969

b. De Lage Landen Financial Services, Inc. v. City of Montebello et al.

Los Angeles Superior Court Case No. 20STCV27191

Mayor Cobos-Cawthorne reconvened the meeting at 6:10 p.m. During Closed Session the City Council (Council) received a briefing on Item 1; no action was taken and nothing to report. Items 2, 3, 4a, and 4b were moved to be discussed after the Regular Session.

REGULAR SESSION – NO LATER THAN 6:00 P.M.**INVOCATION** – Pastor Sebastian, Montebello Christian**PLEDGE OF ALLEGIANCE** – Rafael Gutierrez, City Treasurer**CORRECTIONS TO THE AGENDA – CITY MANAGER** – None**CEREMONIAL/PRESENTATIONS****5. RECOGNITION OF UNITED STATES VETERANS** – Presented by Mayor Cobos-Cawthorne**6. RECOGNITION OF MOST BUSINESS FRIENDLY CITY – HONORABLE MENTION FROM THE LOS ANGELES ECONOMIC DEVELOPMENT CORPORATION** – Presented by Mayor Cobos-Cawthorne**7. RECOGNITION OF UNITED WE STAND AGAINST HATE PROCLAMATION** – Presented by Mayor Cobos-Cawthorne**8. RECOGNITION OF HUMAN RIGHTS MONTH** – Presented by Mayor Cobos-Cawthorne

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

The City Clerk Office had one (1) member of the public wishing to address the City Council in person and two (2) members of the public wishing to be called. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

The City Clerk Office acknowledged two (2) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Bobadilla announced the Homeless Task Force Workshop scheduled for December 20 at Acuna Park. In addition, the City is collecting toys for the Toy Distribution on December 21st.

REGULAR BUSINESS

9. SUSPENSION OF REORGANIZATION ORDER OF APPOINTMENT AND CONFIRMATION OF CITY COUNCIL REAPPOINTMENT FOR MAYOR AND MAYOR PRO TEMPORE POSITIONS UNDER MONTEBELLO MUNICIPAL CODE SECTION 2.08.010 "REORGANIZATION"

It was moved by Councilmember Melendez and Mayor Pro Tem Jimenez that the City Council approve the item as is.

Councilmember Torres made a subsequent motion and nominated Mayor Pro Tem Jimenez for the position of Mayor and Councilmember Peralta for the position of Mayor Pro Tem. Motion was seconded by Councilmember Peralta.

Mayor Pro Tem Jimenez thanked Councilmember Torres and declined the nomination.

Councilmembers Peralta and Torres withdrew their motions.

It was moved by Councilmember Melendez and Mayor Pro Tem Jimenez that the City Council:

- 1) Suspend the provisions relating to the City Council rotations for appointment of Mayor and Mayor Pro Tempore as prescribed under Section 2.08.010(E) of the MMC and reconfirm as Mayor, Kimberly Cobos-Cawthorne, and as Mayor Pro Tem, Angie Jimenez; or
- 2) Provide further direction regarding City Council order of appointment for position of Mayor and Mayor Pro Tempore; and
- 3) Take such additional, related, action that may be desirable.

Motion passed unanimously.

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

City Attorney Alvarez-Glasman presented the item.

Councilmember Torres believes that Council has been complacent and reactionary when dealing with districting. He also noted that there was a lack of community input at the Public Hearings. He further stated that City Council did not vote on a Commission to oversee the process. He believes that process falls short of what democracy requires which will permanently damage the City.

Councilmember Melendez stated that the City has done sufficient community outreach. He provided several benefits of implementing a by-district election.

Councilmember Peralta stated that she requested an Advisory Committee to oversee the by-districting process. She believes that there has not been sufficient community outreach. She also stated that the City has been forced to make a rushed decision.

Mayor Cobos-Cawthorne stated that the City Council failed to provide staff direction to increase public participation.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez; motion failed by the following vote:

MOVED: Jimenez	SECONDED: Melendez	DISAPPROVED: 2-3-0-0
AYES: Jimenez, Melendez		
NOES: Torres, Peralta, Cobos-Cawthorne		
ABSTAIN: None		
ABSENT: None		

RECOMMENDATION: It is recommended that the City Council:

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

11. ADOPT URGENCY ORDINANCE NO. 2445 AMENDING THE MONTEBELLO MUNICIPAL CODE ENACTING A NEW CHAPTER 8.13 "ORGANIC WASTE DISPOSAL REDUCTION" IN COMPLIANCE WITH CALIFORNIA SENATE BILL NO. 1383

City Attorney Alvarez-Glasman and City Manager Bobadilla provided a report of the item.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

- 1) Waive further reading and adopt an urgency ordinance (Ordinance No. 2445) amending the Montebello Municipal Code enacting a new Chapter 8.13 entitled "Organic Waste Disposal Reduction" in compliance with Senate Bill 1383; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

12. ADOPT URGENCY ORDINANCE NO. 2446 AMENDING CHAPTERS 12.16 AND 17.08 OF THE MONTEBELLO MUNICIPAL CODE, RELATING TO TEMPORARY USE PERMITS FOR OUTDOOR INTERMODAL SHIPPING CONTAINER STORAGE AND TEMPORARY SUSPENSION OF ZONING RESTRICTIONS FOR SUCH STORAGE

City Attorney Alvarez-Glasman and City Manager Bobadilla provided a report of the item.

Councilmember Peralta asked staff if they had a specific location for the containers.

City Attorney Alvarez-Glasman stated that staff would provide an analysis within 45 days of adoption.

Councilmember Torres stated that temporary containers are not appropriate for this action. He further stated that the report did not state the location or number of containers.

Councilmember Melendez spoke in support of the item.

Mayor Cobos-Cawthorne spoke in support of the item.

Councilmember Peralta motioned to table the item to a future meeting to provide more information as far as location, number of containers, maintenance, and how they would be enforced for general safety; seconded by Councilmember Torres.

Director of Planning and Community Development, Joseph Palombi, stated that the application will be carefully reviewed by staff before issuing a temporary use permit. He recommended that they add language to the Ordinance affirming that the Municipal Code does not allow storage containers within 200 feet of residential zones.

Mayor Pro Tem Jimenez made a subsequent motion to approve the item with the recommendations as shown below, including adding additional language stating no shipping containers within 200 feet of residential zones; seconded by Councilmember Melendez.

- 1) Adopt Urgency Ordinance No. 2446 Amending Chapters 12.16 and 17.08 of the Montebello Municipal Code, Relating to Temporary Use Permits for Outdoor Intermodal Shipping Container Storage and Temporary Suspension of Zoning Restrictions for Such Storage; and
- 2) Take such additional, related, action that may be desirable.

MOVED: Jimenez**SECONDED:** Melendez**APPROVED:** 3-0-2-0

AYES: Melendez, Jimenez, Cobos-Cawthorne

NOES: None

ABSTAIN: Torres, Peralta

ABSENT: None

In accordance to Ordinance No. 2443 "Any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council." Therefore, Ordinance was approved by majority vote.

CONSENT CALENDAR

Councilmember Torres pulled Item No.'s 14, 15, 16, 20, 22, and 26 for discussion. Councilmember Peralta motioned to approve Item No.'s 13, 17- 19, 21, 23-25, and 27, seconded by Councilmember Melendez; motion carried unanimously.

13. AB 361 FINDINGS

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this report and make the following findings: (a) The City Council has reconsidered the circumstances of the state of emergency; and (b) the following circumstances exist, (i) the state of emergency continues to directly impact the ability of the members to meet safely in person and (ii) the City Council continues to provide measures such as remote or hybrid meeting participation to promote social distancing.
- 2) Take such additional, related, action that may be desirable.

14. APPROVE THE 2022 DATES FOR SPECIAL QUARTERLY CITY COUNCIL STUDY SESSIONS TO INCLUDE A SPECIAL CITY COUNCIL STUDY SESSION TO DISCUSS THE FISCAL 2022-23 BUDGET

Councilmember Torres noted that he would like all study sessions to remain on calendar.

Councilmember Torres motioned, seconded by Councilmember Peralta that the City Council:

- 1) Approve the proposed 2022 calendar year dates establishing special quarterly City Council Study Sessions and approve an additional City Council Study Session date to discuss the Fiscal Year 2022-23 budget process.

Motion carried unanimously.

15. BEACH STREET PAVEMENT AND STORM DRAIN REHABILITATION PROJECT – PHASE 1 (FROM VAIL AVENUE TO 5TH STREET), CP NO. 883 – AWARD OF CONSTRUCTION CONTRACT

Councilmember Torres asked staff if the Request for Proposals was available for public view.

Director of Public Works, James Enriquez clarified the process for construction bidding.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

- 1) Award a Construction Contract for C.P. No. 883 – Beach Street Pavement Project - Phase 1 in the amount of \$926,849 to Gentry Brothers, Inc.; and
- 2) Authorize the Director of Public Works to review and approve change orders within a 15% contingency of the contract amount as recommended by the City Engineer; and
- 3) Authorize the City Manager to execute the Contract Agreement, on behalf of the City; and
- 4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

16. APPROVAL OF EMERGENCY PURCHASE OF GENERATORS FOR FIRE STATION NOS. 56 AND 57

Councilmember Torres asked Staff to clarify some details of the purchase.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

- 1) Determine and find that existing unreliable backup generators for the City of Montebello's Emergency Communications System pose a serious and eminent threat to public safety in the event of a power outage; and
- 2) By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure in accordance with California Public Contract Code Section 22050 and Montebello Municipal Code Chapter, 3.20.050(C), for the purchase and installation of replacement generators; and
- 3) Authorize the City Manager to execute agreements for the purchase and installation of replacement backup generators for the City of Montebello Fire Station Nos. 56 and 57; and

- 4) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$149,781 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery and Equipment) and \$55,398 in the Transit Fund, Account No. 600-90-900-6010.10 (Transit Administration, Machinery and Equipment; and
- 5) Take such additional, related, action that may be desirable.

Motion carried unanimously.

17. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2907 WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF CATCH BASIN TRASH INSERTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 2907 with the Los Angeles County Flood Control District for the installation and maintenance of catch basin trash inserts; and
- 2) Take such additional, related, action that may be desirable.

18. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 22-4) FOR COMMERCIAL AND MULTI-FAMILY ORGANIC WASTE COLLECTION, RECYCLING AND PROCESSING SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize City Staff to issue a Request for Proposals (RFP No. 22-4) for Commercial and Multi-Family Organic Waste Collection, Recycling and Processing Services; and
- 2) Take such additional, related, actions that may be desirable.

19. EMERGENCY SEWER REPAIRS FOR THE TRANSPORTATION DEPARTMENT FACILITY AND PROFESSIONAL SERVICES AGREEMENT UPDATE

RECOMMENDATION: It is recommended that the City Council:

- 1) Adjust the Fiscal Year 2020-21 budget by transferring \$201,931 in appropriations to Account No. 202-921-2018-6040.45 (SB-1 – State of Good Repairs, Contract Services – Sewer Maintenance) to cover the cost of emergency sewer repairs at the Transportation Department Facility; and
- 2) Authorize Staff to issue a Notice of Termination for Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) and pay all outstanding invoices; and
- 3) Take such additional, related, action that may be desirable.

20. UTILITY BOX BEAUTIFICATION PROGRAM ARTWORK APPROVAL

Councilmember Torres asked Staff to clarify some details of the item.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Peralta that the City Council:

- 1) Approve artwork recommendations made by the Parks and Recreation Commission; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$6,400 in Account No. 100-70-710-6040.10 (General Fund, Recreation, Other Contract Services); and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously.

21. AUTHORIZING SUBMISSION OF AN APPLICATION TO THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the submission of an application to the Clean California Local Grant Program; and
- 2) Take such additional, related, action that may be desirable.

22. AWARD PROFESSIONAL SERVICE AGREEMENT NO. 3944 WITH AXON ENTERPRISES INC. FOR BODY WORN CAMERAS (BWC), MOBILE AUDIO VIDEO (MAV) EQUIPMENT AND SUPPORTING SOFTWARE

Councilmember Torres and Mayor Cobos-Cawthorne asked Staff to clarify some details of the item.

Councilmember Melendez motioned, seconded by Mayor Pro Tem Jimenez that the City Council:

- 1) Award Professional Service Agreement No. 3944 to Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software; and
- 2) Authorize the City Manager to execute an Agreement on behalf of the City; and
- 3) Amend the Fiscal Year 2021-22 budget by increasing appropriations a total of \$169,400 in the following accounts and in the following amounts: \$155,000 Account No. 100-80-815-6040.95, General Fund, Police, Support Services, Other Professional Services; and \$14,400 Account No. 100-80-815-6040.65, General Fund, Police, Support Services, Equipment/Software Maint-Repair; and
- 4) Take such additional, related, action that may be desirable.

Motion carried unanimously.

23. ADOPT THE DRAFT COPY OF THE CITY OF MONTEBELLO EMERGENCY OPERATIONS PLAN AND THE LETTER OF PROMULGATION

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the Draft Copy of the City of Montebello Emergency Operations Plan; and
- 2) Adopt finalized Emergency Operations Plan with a Promulgation Letter signed by the City Manager; and
- 3) Take such additional, related, action that may be desirable.

24. APPROVAL TO SUBMIT APPLICATION FOR THE CALIFORNIA HOMELESS COORDINATING AND FINANCING COUNCIL (HCFC) ENCAMPMENT RESOLUTION GRANT PROGRAM FISCAL YEAR 2021-22

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for California Homeless Coordinating and Financing Council (HCFC) Encampment Resolution Grant Program; and
- 2) Take such additional, related, action that may be desirable.

25. APPROVAL TO SUBMIT APPLICATION FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for Department of Homeland Security (DHS), Fiscal Year 2021 Assistance to Firefighters Grant (AFG) Program; and
- 2) Take such additional, related, action that may be desirable.

26. PAYMENT OF BILLS: RESOLUTION NO. 21-95 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED DECEMBER 8, 2021

Councilmember Torres asked Staff to provide a details on a line item.

Councilmember Torres motioned, seconded by Councilmember Melendez that the City Council:

RECOMMENDATION: Adopt Resolution No. 21-95 approving the Warrant Register dated December 8, 2021.

Motion carried unanimously.

27. ACCEPT GRANT FUNDING FROM THE DEPARTMENT OF HOMELAND SECURITY (DHS) – FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FISCAL YEAR 2020 FIRE PREVENTION AND SAFETY (FP&S) GRANT PROGRAM AND AMEND THE FISCAL YEAR 2021-22 BUDGET TO APPROPRIATE GRANT FUNDS

RECOMMENDATION: It is recommended that the City Council:

- 1) It is recommended that the City Council accept the grant award from the Department of Homeland Security (DHS), Fiscal Year 2020 Fire Prevention and Safety Grant (FP&S) Program; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$188,843 in Fund 265, expenditures and revenue (Account Nos. 265-85-854-6040.10, Grants, Fire, DHS-FEMA Fire Prevention & Safety, Other Contract Services; and 265-99-4198.88, Grants, DHS-FEMA Fire Prevention & Safety Grant); and
- 3) Authorize issuing a Request for Proposals (RFP) to identify a qualified third-party consultant to conduct a Community Risk Assessment; and
- 4) Take such additional, related, action that may be desirable.

AB 1234 TRAVEL REPORTS

Council provided a brief report of the ICSC Conference.

COUNCIL ORALS

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

- **Councilmember Melendez – none**

- **Councilmember Peralta – made the announcements below**

1. Request consensus for the adoption of an inclusive policy that notifies/invites all council members to events, visits and activities held at city facilities or the hosting of dignitaries, guest speakers and prominent social groups, etc.

Councilmember Peralta requested consensus to direct Legal Counsel to draft a policy to notify all Councilmembers of upcoming events and visits; consensus received.

2. Requesting discussion regarding city-wide employee vaccination mandate to be agendized for Closed Session during the next City Council meeting.

Councilmember Peralta did not speak on this item as it was discussed during Closed Session.

3. Reminder: Weekly food distributions at YMCA Thursday mornings at 7:15 a.m.

Councilmember Peralta provided a reminder the weekly food distributions.

4. Participation in LA Metro Board of Directors meeting in support of a motion to direct Metro staff to assist the SGVCOG in identifying and securing match funds needed to close the funding gap for the unfunded ACE projects, including the Montebello Blvd. project.

Councilmember Peralta provided a report of the LA Metro Board of Directors Meeting.

- **Councilmember Torres**

1. Walked on Closed Session City Manager Review of November 10, 2021 and compliance issues re: Gov. Code sections 54950-54963.
2. Council orals and compliance issues re: Gov. Code sections 54950-54963.

Councilmember Torres shared his disappointment with the process.

3. Request for council consensus to create online speaker comment card form; uploading comments received from the public.

Councilmember Torres did not request consensus he asked Staff to provide clarification for public comments.

Deputy City Clerk, Alicia Fernandez, stated that the public comments would be attached to the City Council Minutes.

4. Request for council consensus to agendize Art in Public Spaces for January 12, 2021.

Councilmember Torres requested consensus to bring Arts in Public Spaces on to a future agenda, sometime in January 2022; consensus received.

- **Mayor Pro Tem Jimenez**

- **Mayor Cobos-Cawthorne**

1. Compliance with chain of command in accordance with Ordinance No. 2443.

Mayor Cobos-Cawthorne recited the chain of command in accordance with Ordinance No. 2443.

Mayor Cobos-Cawthorne recessed into Closed Session to discuss Item No's. 2, 3, 4a, and 4b at 9:42 p.m.

Mayor Cobos-Cawthorne reconvened the meeting at 10:16 p.m. During Closed Session the Council did not discuss Item 2; however, Items 3 and 4a were discussed and there was no action taken and nothing to report. Item 4b, City Council unanimously approved this item consistent with the terms presented during Closed Session.

ADJOURNMENT

Mayor Cobos-Cawthorne wished the public Happy Holidays and adjourned the meeting in memory of lifelong resident, Manuel Hernandez-Barrera.

Councilmember Melendez motioned to adjourn the meeting, seconded by Councilmember Peralta Motion carried unanimously and the meeting was adjourned at 10:19 p.m.

THE MINUTES OF DECEMBER 8, 2021 ARE HEREBY APPROVED AND ADOPTED ON THIS 9TH DAY OF MARCH 2022.

A handwritten signature in black ink, appearing to read "Alicia Fernandez", written over a horizontal line.

Alicia Fernandez, Deputy City Clerk

CLOSED SESSION COMMENTS

Angelina Padilla

From: Erika Tobar <tobarerika@ymail.com>
Sent: Thursday, December 2, 2021 5:38 PM
To: comment, ccpublic
Subject: No to Pico Rivera's Trash

Why is it that the poor are always getting dumped on???? We oppose the the NASA Waste Transfer Facility in South Montebello.

Thank You,
Tobar Family
2229 Easton St

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Darlene Alcala <ddalcala8@gmail.com>
Sent: Thursday, December 2, 2021 6:04 PM
To: comment, ccpublic
Cc: Daniel Alcala
Subject: Opposing NASA trash site in South Montebello

Sending our strong opposition to a waste transfer facility in south Montebello.

It's abhorrent to think that yet again, South Montebello is not considered equal to our northern neighbors.

This is unacceptable and must not be allowed to take place.
Let Pico Rivera figure out how to manage their own waste.

Daniel Alcala
Darlene Alcala

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: mina guadiana <g.guadiana@sbcglobal.net>
Sent: Thursday, December 2, 2021 6:09 PM
To: comment, ccpublic
Subject: Don't trash Montebello

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Enrique De bayona <enriquedebayona@gmail.com>
Sent: Friday, December 3, 2021 8:17 PM
To: comment, ccpublic

We in montebello do not want bad orders in our city. We shouldn't have to take in other cities trash. Who do they think we are Montebello should refuse this request

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Dilma Fernandez <dleonor70@yahoo.com>
Sent: Friday, December 3, 2021 8:42 PM
To: comment, ccpublic
Subject: No

No to pico Rivera trash

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: David De Leon <deleond@pacbell.net>
Sent: Saturday, December 4, 2021 9:46 AM
To: comment, ccpublic
Subject: Waste transfer facility

We (the citizens of Montebello) are strongly against any waste facility development in Montebello. The citizens still have nightmares from the Montebello hills trash site. Local residents still have memories of holding their breath as they entered or passed the city limits on 60 frwy. As it is, we are still struggling with the impact from the MLS company and it's semi trucks reeking havoc on our city streets and using our neighborhood streets for their personal trucking dock as well as their employee parking. If the intent is to transform the city of Montebello into another South Gate or Maywood, this waste facility would accomplish that. Our homes have already lost their resale luster front the lack of foresight by city council. This would be the proverbial cherry on the cake. DO NOT ACCEED TO THE DEVELOPERS ON THIS!

David De Leon

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Victor Guerrero <vicguer60@icloud.com>
Sent: Sunday, December 5, 2021 12:13 PM
To: comment, ccpublic
Subject: No to Pico Rivera's trash

No to Pico Rivera's trash, I'm against bringing trash from Pico Rivera.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: almacorza22@gmail.com
Sent: Sunday, December 5, 2021 7:18 PM
To: comment, ccpublic
Subject: Opposed

We totally opposed to this measure

Sent from my iPhone

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: amaldonadojfssnp <amaldonadojfssnp@yahoo.com>
Sent: Monday, December 6, 2021 10:27 PM
To: comment, ccpublic
Subject: I, ALINA MALDONADO, a City of Montebello resident,

Follow Up Flag: Follow up
Flag Status: Flagged

say No to Pico Rivera's trash!
Thank you.

Sent from my Metro By T-Mobile 4G LTE Android Device

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Melissa Espiritu <bruinmelissa@gmail.com>
Sent: Wednesday, December 8, 2021 1:46 PM
To: comment, ccpublic
Subject: Public Comment for Closed Session Item No. 4a

Follow Up Flag: Follow up
Flag Status: Flagged

Hi my name is Melissa Espiritu. I am a resident of Montebello. I am a teacher. I am also a member of the East Yard Communities for Environmental Justice.

I strongly OPPOSE a Solid Waste Transfer Facility in Montebello. Many of the transfer stations in Los Angeles County are disproportionately located in communities of color and/or low-income communities which means my family, friends, and community feel the direct impact of these decisions. Particularly when it comes to our health.

Transfer stations can cause significant harm to our health and the quality of life - from increased traffic congestion near the facility, increased air emissions from garbage trucks and equipment, strong odors, noise pollution, even pest issues.

The Montebello City Council and Planning Commission already voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello. Our community's boundaries are clear. The answer has always been NO.

However, NASA Trash Services decided to sue the City of Montebello to intimidate and force the city to approve their solid waste transfer facility,

Now, we need Montebello city council to listen and stand up for our community.

Montebello residents will not stand for the unjust actions of NASA Trash Services. We will not stand NASA Trash Services to ignore official city rulings and cause substantial harm to our health.

We strongly OPPOSE a Solid Waste Transfer Facility in Montebello to keep external influences, pollution, and strong trash odors out of our community.

Thank you,
Melissa Espiritu

Angelina Padilla

From: Kosht, Susan <kosht_susan@montebello.k12.ca.us>
Sent: Wednesday, December 8, 2021 2:07 PM
To: comment, ccpublic
Subject: Pico Rivera's Trash in Montebello

To the City Council,

I do not support a waste transfer facility in South Montebello that will primarily be used to dump Pico Rivera's trash.

Susan M. Kosht
Resident of South Montebello
513 South 5th Street
Montebello 90640

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Jasmine Gonzalez <jasmineg9998@gmail.com>
Sent: Wednesday, December 8, 2021 3:03 PM
To: comment, ccpublic
Subject: Public Comment for Closed Session Item No. 4a

Hi, my name is Jasmine and I am a member of the community. I strongly oppose a solid waste transfer facility in Montebello. It is shameful how NASA Trash Services ignore official city rulings. Again, I oppose a solid waste transfer facility in Montebello to keep external influences and pollution out of our community.

Thank You,

Jasmine

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Say NO to Pico Rivera Trash <info@saynotopicoriverastrash.com>
Sent: Wednesday, December 8, 2021 3:05 PM
To: Say NO to Pico Rivera Trash
Cc: comment, ccpublic; kimberly.ann.cobos@gmail.com; davidntorres@gmail.com; Bobadilla, Rene; Jimenez, Angie; peralta.scarletohara@gmail.com; Melendez, Salvador
Subject: 6/6: Residents Say NO to Pico Rivera and Other Cities' Trash in Montebello
Attachments: (343) Say No to Pico Rivera's Trash - ALL Digital Cards.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I am writing on behalf of Say NO to Pico Rivera's Trash, a coalition of Montebello residents who stand in opposition of a solid waste transfer facility in Montebello to keep external influences and strong trash odors out of our community. In response of the tonight's City Council item regarding NASA Trash Services' Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, we have gathered a total of **599 opposition cards** (343 digital, 256 printed) signed by residents.

To accommodate Gmail's 25mb limit on attachments, we've attached the 6th of 6 emails that include opposition cards signed by Montebello residents. We intend for these cards to be entered into the public record.

We are available at info@saynotopicoriverastrash.com for any questions or concerns. Thank you for your consideration.

*****PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.*****

***6 attachments with 599 opposition cards have been entered into the record and have been submitted to city council**

called @ 5:18 p.m.

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 4a

Meeting Date: 12/8/21

Time Received: 10:28 am

Date Received: 12/6/21

SPEAKER'S FULL NAME: Kenneth Millman

PHONE: 818-784-6103
(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: to be called

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff Angelina Padilla

Received Via: Email ☐

Phone ☒

In Person ☐

called @ 5:22 pm. left a V.M. - no answer.

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 4a

Meeting Date: 12/6/21

Time Received: 10:37 am

Date Received: 12/6/21

SPEAKER'S FULL NAME: Peter Bacci

PHONE: 213-447 4137

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: to be called

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff Angelina Padilla

Received Via: Email ☐

Phone ☒

In Person ☐

called @ 5:24 p.m.

left a v.m.

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

4a.

Meeting Date: 12/8/21

Time Received: 12:45

Date Received: 12/6/21

SPEAKER'S FULL NAME: Dan Webb

PHONE: 949) 244 1363
(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

Opposed to any settlement w/ NASA.

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Kimberly Guillen

Received Via:

Email ☐

Phone ☒

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒Non-Agenda Item ☐

AGENDA ITEM NO.

4a

Meeting Date: 12/8/21

Time Received: 11:28 am

Date Received: 12/8/21

SPEAKER'S FULL NAME:

Angela Wong

PHONE:

213 447-8686
(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

owner of Quality Inn

Opposed ☐In Support ☐Neutral ☐

TOPIC:

NOTES:

To be called

ACCOMMODATIONS:

Translation Needed:

No ☐Yes ☐

Language:

Received by Staff

Angelina Padilla

Received Via:

Email ☐Phone ☒In Person ☐

called @ 5:25 p.m.

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 4a

Meeting Date: _____

Time Received: 4:12 pm

Date Received: _____

SPEAKER'S FULL NAME: kristina kropf

PHONE: (630) 726-0089
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina D.

Received Via: Email ☒ Phone ☒ In Person ☐

called @ 5:29 p.m.

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☐ AGENDA ITEM NO. 49

Meeting Date: 12/8/21 Time Received: 4:38 pm Date Received: 12/8/21

SPEAKER'S FULL NAME: veronica padilla PHONE: 818 261 7122
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina P. Received Via: Email ☐ Phone ☒ In Person ☐

Called @ 5:31 p.m.

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. 49

Meeting Date: 12/8/21

Time Received: 4:53

Date Received: 12/8/21

SPEAKER'S FULL NAME: Dianne Lopez

PHONE: 323 658-3176

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff Angelina

Received Via: Email ☐

Phone ☐

In Person ☐

Called @ 6:40 p.m.

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Spoke on item 4.9.
AGENDA ITEM NO. 11

Type of Comment: Closed Session ☐ Non-Agenda Item ☐

Meeting Date: 12/8/21 **Time Received:** 11:30 am **Date Received:** 12/8/21

SPEAKER'S FULL NAME: BRISSA SOTELLO **PHONE:** 323-377 6091
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: to be called

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff Angelina Padilla **Received Via:** Email ☐ Phone ☒ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED:

None

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

~~Item #7~~ General Comment

NOTES:

#9

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Alexandra Brisen o

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NASA

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

4(c)

Meeting Date: 12/8/21

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Jamatha Millman

PHONE:

88.590.6859
(Optional)

ADDRESS:

3205 Bennett Dr. Lk 90068
(Optional)

ORGANIZATION REPRESENTED:

Hermak Inv. Company

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NRA Settlement

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

None (Optional)

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

item #1

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED:

None

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Item #2

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED:

None

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Item #3

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via:

Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED:

None

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

Item #3 A & B

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

NON-AGENDA / AGENDA ITEM COMMENTS

Angelina Padilla

From: Giuseppe Veneziano <gvenz33@hotmail.com>
Sent: Tuesday, November 23, 2021 12:01 PM
To: comment, ccpublic
Subject: Public hearing for redistricting voting

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

This redistricting of voting districts seems to be an attempt for the city council to continue keeping their political seats. If the city is now divided into five districts that means only one person per each district can be elected. This tends to favor the incumbent versus any candidates.

Secondly, redistricting voting segregate the community and allows for the citizens to only vote for one person on the council not the entire council. Representation is divided. This is a form of gerrymandering to draw districts to the incumbents advantage.

Drawing Maps based on registered voters may sound fair, but think about where the registered voters are located and which voters are active voters.

Representation is divided and not Unified. This is definitely a partisan and not in favor of the resident voters. I firmly disagree with this redistricting plan.

Thanks,

Giuseppe

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Ray Moreno <raymor77@icloud.com>
Sent: Wednesday, December 8, 2021 3:11 PM
To: comment, ccpublic
Subject: Disappointed

Good evening, my name is Ray Moreno long time resident of Montebello. I want to share my disappointment with the conduct of David Torres and Scarlett Peralta. When you both ran for your seats you came to my home along with Mayor Kimberly asking for our votes. For one I did not vote for you David when you lost and had never heard of Scarlett, the only reason you had support of the majority of the votes you both got was because of Mayor Kimberly. She has been involved here in Montebello since she was a kid and always did things to help our City.

The residents had high hopes for change in the new leadership and guess a little power was too much for Torres and Peralta. When my friend told me Peralta said she wanted to run against Congress Linda Sanchez after she had only been on Council 4 months, my thoughts were oh no another Delgado going to use our City to further her political career. Well Scarlett look how that turned out for Delgado.

All we the residents want is for these 5 leaders to do the job they were elected for. Stop the drama and please limit time Torres speaks, it's ridiculous hearing his rants, enough do your job or quit. Thank you.

Ray Moreno

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Called @ 6:37 p.m.

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date: 12/8/21

Time Received: 9:02 am

Date Received: 12/8/21

SPEAKER'S FULL NAME: William Moreno

PHONE: 213-804-5901
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: To be called

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina P.

Received Via: Email ☐ Phone ☒ In Person ☐

Called @ 6:45 pm.

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

9

Meeting Date:

12/8/21

Time Received:

2:45 pm

Date Received:

12/8/21

SPEAKER'S FULL NAME:

Raul Hurtado

PHONE:

(323) 797-2855
(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Angelina Padilla

Received Via:

Email ☒

Phone ☒

In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 12/8

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

JOHN VELASCO

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED:

HEART OF COMPASSION (Optional)

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ **Language:** _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☒

COMMENTS RECEIVED AFTER DEADLINE

Angelina Padilla

From: Say NO to Pico Rivera Trash <info@saynotopicoriverastrash.com>
Sent: Wednesday, December 8, 2021 3:53 PM
To: Say NO to Pico Rivera Trash
Subject: EXTRA 2/2 Files: Residents Say NO to Pico Rivera and Other Cities' Trash in Montebello
Attachments: EXTRA_SAY NO TO PICO RIVERA'S TRASH!_Part2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I am writing on behalf of Say NO to Pico Rivera's Trash, a coalition of Montebello residents who stand in opposition to NASA Trash Services' Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello.

Since sending our previous correspondence, we have received an additional 87 Opposition cards, bringing our total to 686 total opposition cards signed by Montebello residents. As before, we have have split the files into two parts to accommodate Gmail's file size limit. This is the 2nd of 2 files.

Please contact us at info@saynotopicoriverastrash.com with any questions.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature Felicitas Anaya

First Name Felicitas Last Name Anaya

Mailing Address 816 - W Oakwood St

City Monte Bello State CA ZIP 90640

Email _____ Phone (323) 313-6941



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature Teresa Sosa

First Name Teresa Sosa **Last Name**

Mailing Address 1235 S. Spruce Apt C1

City montebello **State** CAL **ZIP** 90640

Email **Phone** (323) 504-68-37



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Guadalupe Rodriguez

First Name

Guadalupe

Last Name

Rodriguez

Mailing Address

1229 S Spruce Ave

City

Montebello

State

CA

ZIP

90640

Email

Phone

323-926-0112



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Juan Monte

First Name

JUAN

Last Name

monte

Mailing Address

1231 Spruce St

City

montebello

State

CA

ZIP

90640

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name

JAIME

Last Name

ENRIQUEZ

Mailing Address

1208 S. SPRUCE ST.

City

Montebello

State

CA

ZIP

90646

Email

Phone

(323) 335 6883



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Alberto Dominguez

First Name

Alberto

Last Name

Dominguez

Mailing Address

1234 S SPRUCE ST

City

Montebello

State

CA

ZIP

90640

Email

alberto.dominguez1972@gmail.com

Phone

323 794-1609



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name

Maria

Last Name

Sanchez

Mailing Address

City

237 Sur Y

State

ZIP

90640

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name

Vivian Lydia

Last Name

Chacon

Mailing Address

1234 Spruce St

City

Montebello

State

CA

ZIP

90640

Email

Lidia Chacon

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Kimberly Clavijo

First Name

Kimberly

Last Name

Clavijo

Mailing Address

1360 carob way

City

montebello

State

CA

ZIP

90640

Email

kimmy.magana@yahoo.com

Phone

(323) 742-3346



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name

Cristina

Last Name

Rios

Mailing Address

1357 Carob way

City

Montebello

State

CA

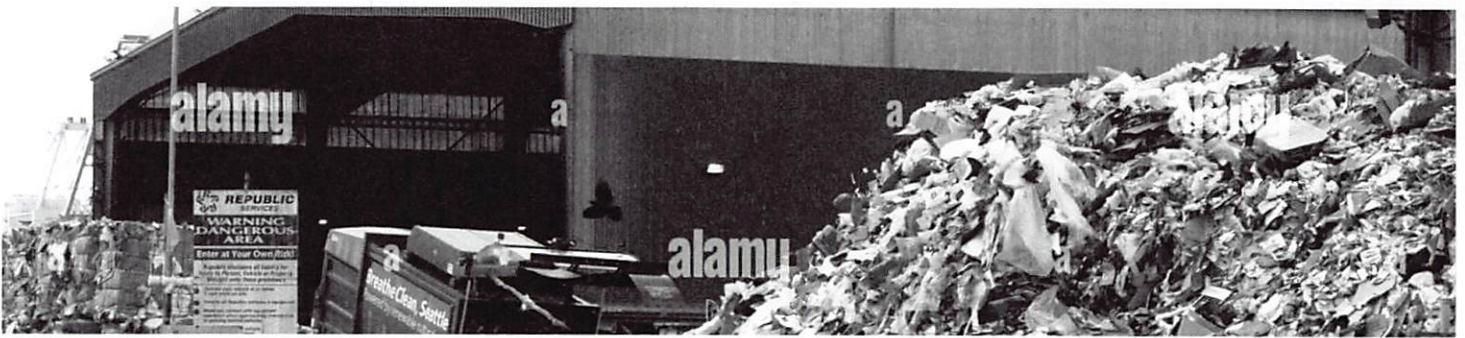
ZIP

90610

Email

cristinaluisperez@hotmail.com

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Lourdes Varela

First Name

Lourdes V

Last Name

Varela

Mailing Address

2337 Carob way

City

Montebello

State

Cal.

ZIP

90640

Email

Phone

(393) 566-3826



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Irene Arellano

First Name

Irene

Last Name

Arellano

Mailing Address

1325 Carob Way

City

Montebello

State

Ca

ZIP

90640

Email

sosorene@hotmail.com

Phone

323) 691-2976



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Savannah Valenzuela

First Name

Savannah

Last Name

Valenzuela

Mailing Address

1324 Carob Way

City

Montebello

State

CA

ZIP

90640

Email

BValleyball00@aol.com

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

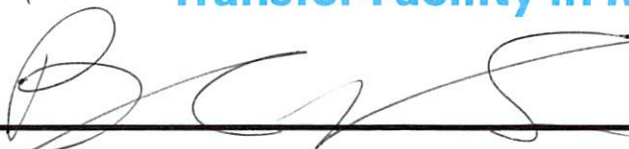
  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature



First Name

Brandon

Last Name

Valenzuela

Mailing Address

1324 Carob Way

City

Montebello

State

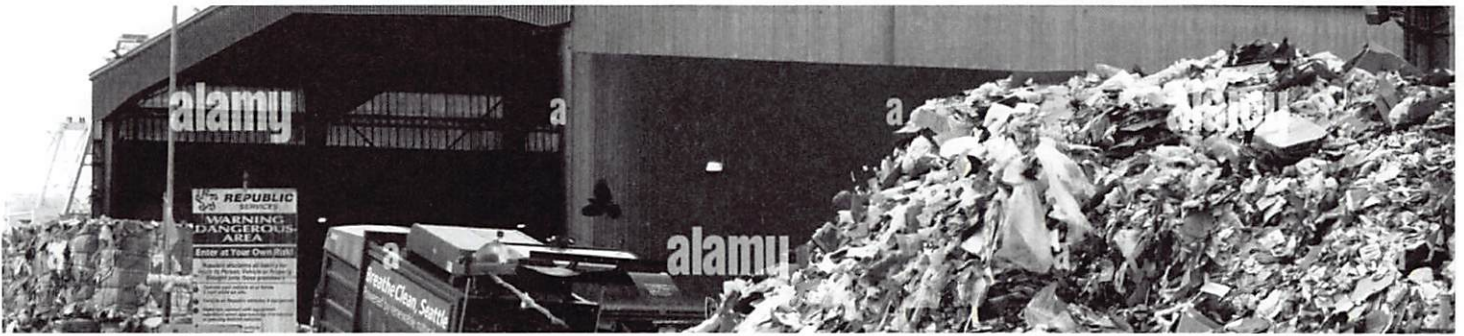
CA

ZIP

90040

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name

Davlene

Last Name

Alcala

Mailing Address

1344 CAROL WAY

City

Montebello

State

CA

ZIP

90640

Email

adalcala@aol.net

Phone

(310) 405 5661



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

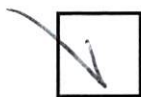
Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Daniel Melendez

First Name

Daniel

Last Name

Melendez

Mailing Address

1227 1/2 S. Spruce St.

City

Montebello

State

CA

ZIP

90640

Email

Phone

323 799 5384



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [i](#) [@saynotopicoriverastrash](#)

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Ruben Ibarra

First Name

Ruben

Last Name

Ibarra

Mailing Address

1324 South Fort St - 4th St

City

mtb

State

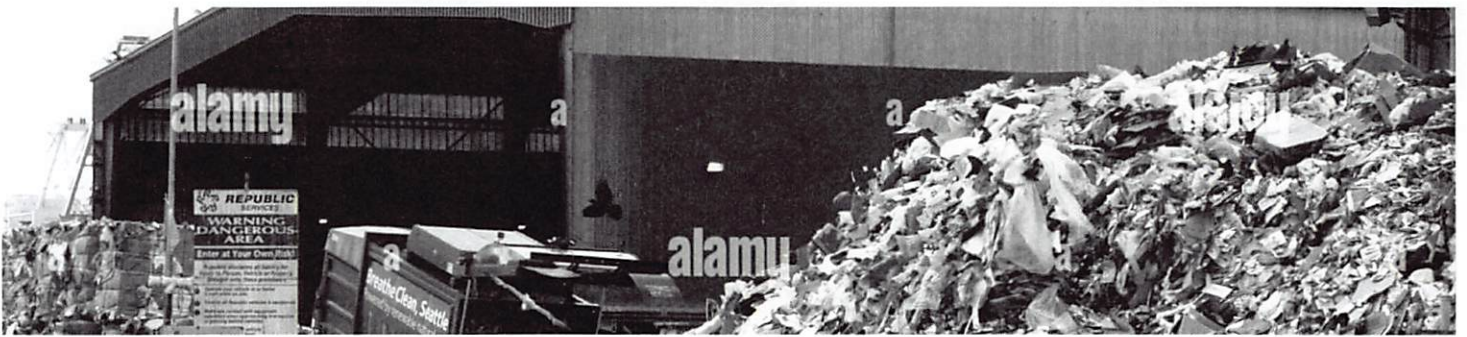
CA

ZIP

90640

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

First Name VICTOR

Last Name MORA

Mailing Address 1313 50th ST.

City MONTABELLO

State CA.

ZIP 90640

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Teresa Delgado

First Name

TERESA

Last Name

DELGADO

Mailing Address

1313 So. 4th St.

City

Montebello

State

Calif

ZIP

90840

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

George Cortes

First Name

GEORGE CORTES

Last Name

B

Mailing Address

1312 S. 4 ST Montebello

City

State

Calif

ZIP

90640

Email

Phone



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Victor Parra

First Name

Victor

Last Name

Parra

Mailing Address

1386 SO. 4TH STREET

City

montebello

State

Ca

ZIP

90640

Email

VPfinisher@yahoo

Phone

323-697-8264



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

  @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Mario Orozco

First Name

MARIO

Last Name

OROZCO

Mailing Address

1348 S. MONTEBELLO BL.

City

MONTEBELLO

State

CAL.

ZIP

90640

Email

Phone

(323) 714-4813



A Coalition of Residents, Businesses and Stakeholders fighting against the approval of a Solid Waste Transfer Facility in South Montebello by NASA Trash Services that will be used to dump all of Pico Rivera and other cities' trash in South Montebello.

After the Montebello City Council voted to DENY NASA Trash Services Conditional Use Permit (CUP) Modification #02-94-M1 to allow for the operation of a solid waste transfer station at 1701 Gage Road in South Montebello, NASA Trash Services was unhappy that the community spoke out against their trash transfer facility, and they decided to sue the City of Montebello to pressure, intimidate, and force them to approve their solid waste transfer facility.

Montebello residents will not stand for the unjust actions of NASA Trash Services as they ignore official city rulings to cause substantial harm to our quality of life. We strongly OPPOSE a Solid Waste Transfer Facility in South Montebello to keep external influences and strong trash odors out of our community.

Learn how you can help oppose the proposal at:

www.saynotopicoriverastrash.com

[f](#) [ig](#) @saynotopicoriverastrash

SAY NO TO PICO RIVERA'S TRASH!



NO, I Do Not Support a Solid Waste Transfer Facility in Montebello

Signature

Rosemary Jones

First Name

Rosemary

Last Name

Torres

Mailing Address

1424 S. 4th St

City

Montebello

State

CA

ZIP

90640

Email

rtorres1424@gmail.com

Phone

323-633-9252



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING

MINUTES

WEDNESDAY, FEBRUARY 9, 2022 AT 5:00 P.M.

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

OPENING CEREMONIES

CALL TO ORDER – Mayor Cobos-Cawthorne called the meeting to order at 5:02 p.m.

ROLL CALL – Members present were Mayor Cobos-Cawthorne, Mayor Pro Tem Jimenez, Councilmember Peralta, Councilmember Melendez, and Councilmember Torres. City Clerk Jimenez and Treasurer Gutierrez were also present.

STAFF PRESENT – City Attorney Arnold Alvarez-Glasman, City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Deputy City Clerk Alicia Fernandez, Assistant to Deputy City Clerk Kimberly Guillen, and Records Coordinator Angelina Padilla.

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

The City Clerk's Office called one (1) member 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. No written comments were submitted.

CLOSED SESSION – 5:30 P.M.

Mayor Cobos-Cawthorne recessed the meeting into Closed Session at 5:09 p.m. to consider the following closed session items:

- 1. THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.
- 2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Threat of litigation – One matter related to the CVRA

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Application of San Gabriel Valley Water Company (U337W) for an Order Authorizing the Purchase of the City of Montebello's Water System Assets and related Approvals. PUC Application 20-10-004

4. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: René Bobadilla, Nicholas Razo

Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

REGULAR SESSION – 6:00 P.M.**CLOSED SESSION REPORT**

Mayor Cobos-Cawthorne reconvened the meeting at 6:09 p.m. During Closed Session the City Council received a briefing on Item No's. 1 -4; there was no action taken and nothing to report.

INVOCATION – Frances Rowe, The Ark of Montebello

PLEDGE OF ALLEGIANCE – Anthony Cruz, American Legion 2nd Vice Commander

CORRECTIONS TO THE AGENDA – CITY MANAGER – None.

CEREMONIAL/PRESENTATIONS

5. RECOGNITION OF UNITED STATES MARINE CORPS RECRUITING SUBSTATION OFFICE OF THE YEAR AWARD FOR 2021 – Presented by Mayor Cobos-Cawthorne

6. RECOGNITION OF BLACK HISTORY MONTH – Presented by Mayor Cobos-Cawthorne

7. RECOGNITION OF AMERICAN HEART MONTH – Presented by Mayor Cobos-Cawthorne

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

The City Clerk's Office called 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.

The City Clerk's Office acknowledged one (1) written public comments submitted to the City's public comment email address. Said comments are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Bobadilla introduced a new member of the team, Lupita Ibarra, as the City's new Transportation Director. Director Sosnowski provided an update on COVID testing locations.

PUBLIC HEARING**8. CALIFORNIA VOTING RIGHTS ACT (“CVRA”) TRANSITION FROM AN “AT-LARGE” TO A “BY-DISTRICT” ELECTION SYSTEM – PUBLIC HEARING NO. 3**

City Attorney Arnold Alvarez-Glasman presented the staff report to the City Council. City Demographer, Claudio Gallegos, presented the City Council with an update on the districting process and the draft maps that were submitted by both the demographer and the public. Mr. Gallegos reviewed each map and its demographics.

The City Clerk’s Office called three (3) 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.

Councilmember Melendez commended the community for getting involved. Demographer Maps 1, 2, and 3 stood out to him and recommended scheduling a meeting to review the maps that are elected at today’s meeting.

Mayor Pro Tem Jimenez was in support of scheduling a meeting to review the maps to be discussed.

Councilmember Torres asked for clarification on when the updated maps were published on the website, how the demographer maps were drafted, and how many public submitted maps were submitted. Councilmember Torres asked if there were any communities of interest submitted to the demographer. City Manager Bobadilla clarified that census track data was used when drafting the maps; Mr. Gallegos confirmed that. Councilmember Torres stated that it appears the maps drafted were solely based on race. He stated that he was open to City Council’s comments and requested that maps 5 and 16 be included for consideration of further review.

Councilmember Peralta thanked everyone who participated in the map process. She stated that it’s important to understand the various communities of interest and would like additional data to be provided with the maps being presented.

Mayor Cobos-Cawthorne stated that two Community Input Meetings will be held next week. She also summarized the various forms of public outreach that the City has completed to date. Mayor Cobos-Cawthorne asked Mr. Gallegos to explain the different data that was used, other than census data, to create the Demographer Maps. Mr. Gallegos stated that the primary data used is census data and citizen voting age population is the secondary data used to meet the CVRA compliance. Other data can be used but the two benchmarks mentioned are the ones that are required by law.

Councilmember Torres requested that the Mayor and Mayor Pro Tem state which maps they preferred. Mayor Pro Tem stated that she prefers Demographer Maps 1-3 and expressed her support in moving forward with reviewing the maps. Mayor Cobos-Cawthorne stated that she would like to move forward in reviewing the Demographer Maps.

After further discussion the City Council mutually decided to further review District Maps 1, 2, 3, 5 and Public Maps 5 and 16 at the Community Input Meetings on Wednesday, February 15, 2022 from 5:30 p.m. to 8:00 p.m. and Saturday, February 19, 2022 from 9:00 a.m. to 12:00 p.m.

It was motioned by Councilmember Melendez, seconded by Mayor Pro Tem Jimenez that the City Council hold the Community Input Meetings as mentioned above and:

- 1) Review draft City Council district maps submitted by the public and ARDA Demographics; and
- 2) Receive input from the public regarding the draft City Council district maps submitted by the public and ARDA Demographics; and
- 3) Take such additional, related, action that may be desirable.

MOVED: Melendez

SECONDED: Jimenez

APPROVED: 3-0-2-0

AYES: Cobos-Cawthorne, Jimenez, Melendez

NOES: None

ABSTAIN: Torres, Peralta

ABSENT: None

Motion passed 3-2.

REGULAR BUSINESS

9. RECEIVE AND FILE THE FISCAL YEAR 2020-21 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

Director Solorza presented a PowerPoint presentation to the City Council. The presentation provided an overview of the Annual Comprehensive Financial Report (ACFR), the scope of auditor's services, auditor's opinions, auditor's recommendations, and management responses, financial overview, reserves and cash, reserve policies, financial highlights, capital outlay, golf course, and hotels.

Mayor Pro Tem Jimenez motioned, seconded by Councilmember Melendez that the City Council:

- 1) Receive and file the Fiscal Year 2020-21 Annual Comprehensive Financial Report (ACFR) and presentation.

Motion passed unanimously.

10. FISCAL YEAR 2021-22 SECOND QUARTER BUDGET REPORT

Director Solorza presented a PowerPoint presentation to the City Council, providing an overview of the adopted vs. projected updates, revenue highlights, expenditure updates, and Coronavirus State and Local Fiscal Recovery Funds.

Councilmember Torres requested for a copy of the Project Expenditure Report; that a survey be conducted to find out what the greatest impact for the community has been due to COVID and needs of the community to allocate funds to help the community; and requested that this recommendation be added to the motion.

Councilmember Melendez motioned to approve staff's recommendations as shown below, seconded by Mayor Pro Tem Jimenez.

RECOMMENDATION: It is recommended that the City Council:

- 1) Receive and file this agenda report and the presentation on the Fiscal Year 2021-22 Second Quarter Budget report; and,
- 2) Amend the budget by increasing appropriations by the listed amounts in the various accounts listed on Attachment B; and,
- 3) Update the Table of Organization/Master Position Control by adding two (2) Deputy Director positions in the Transit Department (Attachment C); and,
- 4) Take whatever additional actions necessary.

MOVED: Melendez**SECONDED:** Jimenez**APPROVED:** 4-1-0-0

AYES: Cobos-Cawthorne, Jimenez, Melendez, Peralta

NOES: Torres

ABSTAIN: None

ABSENT: None

Motion passed 4-1.

CONSENT CALENDAR

Mayor Cobos-Cawthorne pulled Item No's. 11 and 12 and Councilmember Torres pulled Item No's. 14 and 17. Councilmember Melendez motioned to approve Item No's. 13, 15 and 16, seconded by Mayor Cobos-Cawthorne; motion passed unanimously.

11. UPDATED REPORT OF EMERGENCY REPAIR AND REPLACEMENT OF THE BEACH STREET STORM DRAIN

Director Enriquez presented the staff report and photos of the emergency repairs to City Council.

It was motioned by Councilmember Melendez, seconded by Councilmember Peralta that the City Council:

- 1) Receive and file the City Manager's updated report of the emergency repair of the Beach Street Storm Drain pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
- 2) Take such additional, related, action that may be desirable.

Motion approved unanimously.

12. COMMUNITY GARDEN AT GRANT REA PARK

Director Sosnowski presented a PowerPoint presentation to the City Council.

It was motioned by Mayor Pro Tem Jimenez, seconded by Councilmember Melendez that the City Council:

- 1) Approve an Agreement No. 3955 with the Los Angeles Community Garden Council ("LACGC") for a three-year term to manage a community garden at Grant Rea Park; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations in Account Nos. 221-70-720-6040.10 by \$41,000; 221-70-720-6040.96 by \$25,000 and 221-70-720-7116 by \$75,000 (Measure A, Parks and Recreation, Parks Maintenance, Outside Contracts; Engineering Design Services; Improvements Other Than Building; and
- 3) Take such additional, related, action that may be desirable.

Motion approved unanimously.

13. APPROVE BLANKET PURCHASE ORDER WITH PDQ RENTAL CENTER FOR PURCHASE OR RENTALS OF CITYWIDE EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a blanket purchase order with PDQ Rental Center in a total not-to-exceed amount of \$75,000, for the purchase or rental of citywide equipment rentals; and
- 2) Take such additional, related, action that may be desirable.

14. WAIVE SECOND READING AND ADOPT ORDINANCE NO. 2447 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTERS 3.16 "CITY FUNDS," 3.20 "PURCHASING SYSTEM," AND 3.21 "CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES" TO INCORPORATE REVISIONS AND RECOMMENDATIONS MADE IN THE STATE AUDITORS REPORT OF 2021

Councilmember Torres pulled this item to ask clarifying questions and Director Solorza addressed all his questions.

Councilmember Melendez motioned, Mayor Pro Tem Jimenez seconded that the City Council:

- 1) Waive Second Reading and adopt Ordinance No. 2447 Amending Chapters 3.16 “City Funds,” 3.20 “Purchasing System,” and 3.21 “Contracts for Professional and Special Services” of the Montebello Municipal Code Relating; and
- 2) Take such additional, related, action that may be desirable.

MOVED: Melendez**SECONDED:** Jimenez**APPROVED:** 4-1-0-0

AYES: Cobos-Cawthorne, Jimenez, Melendez, Peralta

NOES: Torres

ABSTAIN: None

ABSENT: None

Motion passed 4-1.

15. APPROVE PURCHASE OF A FIRE COMMAND VEHICLE AND AMEND THE FISCAL YEAR 2021-22 BUDGET

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase and replacement of the Fire Command Vehicle using pre-bid Sourcewell Contract #0011620-NCL awarded to NCL Government Capital; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$221,000 in Account No. 100--85-860-6082(General Fund, Fire, Suppression, Vehicle Purchases); and
- 3) Take such additional, related actions necessary to actions to effectively and efficiently procure the Fire Command Vehicle.

16. PAYMENT OF BILLS: RESOLUTION NO. 22-08 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 9, 2022

RECOMMENDATION: Adopt Resolution No. 22-08 approving the Warrant Register dated February 9, 2022.

17. APPROVAL OF MINUTES – SPECIAL MEETING MAY 1, 2021; CITY COUNCIL MEETING MAY 12, 2021; CITY COUNCIL MEETING MAY 26, 2021; ADJOURNED CITY COUNCIL MEETING JUNE 1, 2021; JOINT SPECIAL CITY COUNCIL AND PLANNING MEETING JUNE 1, 2021; ADJOURNED CITY COUNCIL MEETING JUNE 3, 2021; AND CITY COUNCIL MEETING JUNE 9, 2021.

Councilmember Torres motioned that the City Council table this item to the next Regular City Council Meeting, seconded Councilmember Melendez; motion approved unanimously.

AB 1234 TRAVEL REPORTS – None

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

COUNCIL ORALS

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

1. Councilmember Torres

- a. Comments on Black History Month – provided an update.
- b. Request for financial reports – requested to receive reports as stated per the Municipal Code.
- c. Request for report on language access plan status – asked for consensus to receive a report on why the City stated that a language access plan was not needed by the City; consensus was not received.

2. Councilmember Melendez – None

3. Councilmember Peralta – None

4. Mayor Pro Tem Jimenez – None

5. Mayor Cobos-Cawthorne – None

ADJOURNMENT

Mayor Cobos-Cawthorne adjourned in the memory of Chief Keller's mother, Donna Dexter, and former Congressman Esteban Torres. Mayor Po Tem Jimenez motioned to adjourn the meeting at 10:10 p.m.

THE MINUTES OF FEBRUARY 9, 2022 ARE HEREBY APPROVED AND ADOPTED ON THIS 9TH DAY OF MARCH 2022.



Alicia Fernandez, Deputy City Clerk

CLOSED SESSION SPEAKER CARD

called @ 5:06 p.m. (closed session)

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☒ Non-Agenda Item ☒ AGENDA ITEM NO. 248

Meeting Date: 2/9/22 Time Received: 4:55 pm Date Received: 2/9/22

SPEAKER'S FULL NAME: SCOTT KAFFERTY PHONE: 202-390-5625
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina P. Received Via: Email ☐ Phone ☒ In Person ☐

AGENDA AND NON-AGENDA SPEAKER CARDS

called @ 6:22 pm.

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Meeting Date:

2/9/22

Time Received:

11:32 am

Date Received:

2/9/22

SPEAKER'S FULL NAME:

Margot

Eiser

PHONE:

323-728-7006

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

NOTES:

general comment

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff

Angelina P.

Received Via: Email ☐

Phone ☒

In Person ☐



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☒ AGENDA ITEM NO. _____

Meeting Date: 2/9/22 Time Received: 5:33pm Date Received: 2/9/22

SPEAKER'S FULL NAME: Osvaldo Peña PHONE: 323-493-8633
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: general comment

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina Padilla Received Via: Email ☐ Phone ☒ In Person ☐

called @ 6:25pm

called @ 6:58 p.m.

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. ^{PH} 8

Meeting Date: 2/4/22

Time Received: 11:32am

Date Received: 2/9/22

SPEAKER'S FULL NAME: Margot Eiser

PHONE: 323-728-7066
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: CVRA

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff Angelina P.

Received Via: Email ☐ Phone ☒ In Person ☐

Called @ 7:02 p.m.

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

8

Meeting Date:

2/9/2022

Time Received:

1:59 p.m.

Date Received:

2/9/22

SPEAKER'S FULL NAME:

Tila Gregorian

PHONE:

(323) 722-3521
(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

CVRA

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐

Yes ☐

Language:

Received by Staff

Received Via: Email ☐

Phone ☐

In Person ☐

AGENDA & NON-AGENDA COMMENTS

Angelina Padilla

From: M Pedroza <mpedroza969@gmail.com>
Sent: Wednesday, February 9, 2022 9:30 AM
To: comment, ccpublic
Cc: Cobos-Cawthorne, Kimberly Ann; Jimenez, Angie; Melendez, Salvador; Torres, David; Peralta, Scarlet
Subject: Agenda Item #8 Public Hearing #3 CVRA
Attachments: District Maps Missing.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Honorable Mayor and City Council:

I was reviewing today's Council agenda and noticed that three of my six map submissions are not included. I submitted these six maps, first, on January 6, to the consultant. According to the demographic deviation and software screening, all maps met the qualifications. Because I did not receive a confirmation that my maps were received on January 6, I resent the six maps to the city council as a public comment for closed session on January 26. However, now that I see three of my maps missing, I am not confident that Council has actually seen my submissions.

I trust that the City Council genuinely wants an open process with as much community input as possible. I hope the Council will make sure all community submissions have been received and reviewed, and take all the time necessary to carefully study all possible options.

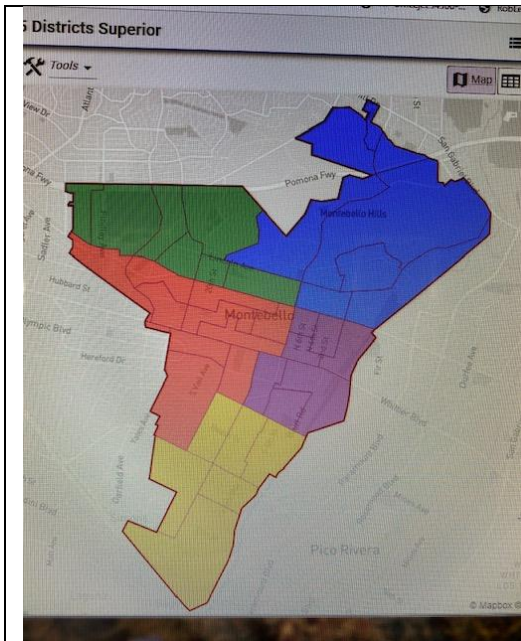
Personally, I hope you seriously consider establishing seven districts to create greater representation. Now is a once in a lifetime opportunity to consider and establish seven districts, before future elected bodies become protective of their "piece of the pie."

Your decision in this important matter will have ramifications well beyond your terms as Council members. Please do not be short sided. Act in the public's interest, not self interest.

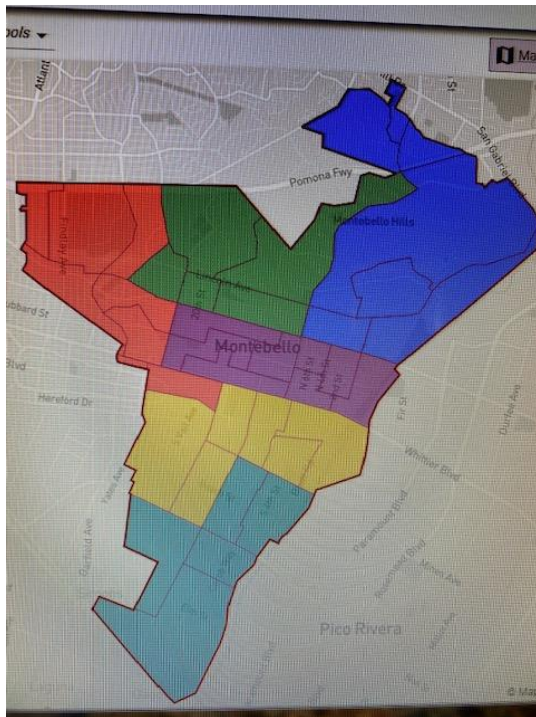
M. Pedroza

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

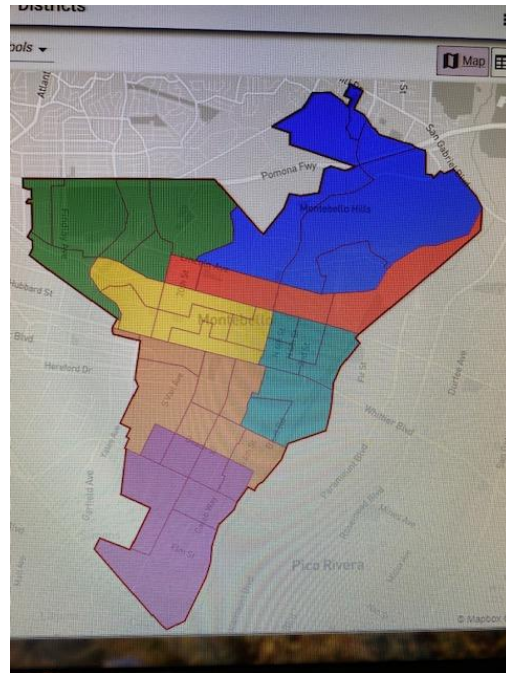
M. Pedroza



5 Districts -Superior



6 Districts



7 Districts

Angelina Padilla

From: Reyna Melendez <reynamelendez04@gmail.com>
Sent: Wednesday, February 9, 2022 10:09 AM
To: comment, ccpublic
Subject: Safety Concerns

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Montebello City members,

As a Montebello resident, I would like to bring the safety concern of our intersections in our city, especially the intersection at Beverly Blvd. and 4th Street.

The car accident that occurred yesterday, Tuesday, February 8th at approximately 7:30 am on the intersection of Beverly Blvd. and 4th Street sadly is an example of the need to calibrate and adjust the timers on the traffic lights. The traffic light stays on green much longer for the traffic flowing on Beverly Blvd. It takes a long time for the traffic light to turn green on the 4th street side, causing drivers to pass with fear as the light changes quickly, or pedestrians do not have ample time to fully cross the intersection. The video was posted online by another resident.

The Montebello residents involved in yesterday's accident are my neighbors, and as a community we are happy they were able to walk out of this terrible accident alive. Later that afternoon, my daughter was about to cross the same intersection after coming home from school and would have been hit by a car that was passing on Beverly who ran the red light. This is a very serious and scary situation. Gladly she was careful and held herself back and avoided a tragic accident. I couldn't bear to lose my child.

I am reaching out to you and beg you to please take this urgent matter into consideration and check the timers on these lights.

I appreciate your attention to this matter.
Reyna Melendez

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: William Moreno <billmoreno@gmail.com>
Sent: Wednesday, February 9, 2022 10:51 AM
To: Montebello District Election
Cc: Melendez, Salvador; Jimenez, Angie; Kimberly Ann Cobos; Bobadilla, Rene; Torres, David; Scarlet Peralta
Subject: District map input

Follow Up Flag: Follow up
Flag Status: Flagged

PUBLIC SUBMISSION MAP 1 or 3

At first analysis, here's my take & preferences:

1) These are divided more or less in concert with Montebello's development and keeps older and newer communities intact. Prior to the mid-60s or so - there were no homes in the hills or very few and Montebello Blvd (a two lane street) ended at Lincoln. They also recognize that South Montebello and North Montebello are distinct areas and identify as such and reflect in Street signage. South Montebello was historically bordered by Whittier Blvd on the North. In my view these areas should not be commingled.

2) It provides South Montebello with two District representatives. A plus since much work needs to be done there.

3) it's geographically coherent and keeps border aberrations to a minimum.

The rest of these maps either create additional Council Seats - a bureaucratic circus I'd think we want to avoid - or have been diced up into areas that have no real commonality.

Thanks - Bill Moreno
213/804.5901

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Michele Gregorian <m.gregorian@yahoo.com>
Sent: Wednesday, February 9, 2022 11:02 AM
To: comment, ccpublic
Subject: PUBLIC HEARING FOR 2/9

READ THIS OUT LOUD DURING THE HEARING.

Why are we even entertaining the IDEA of going through with voting districts?

This was something brought up to the city by a GRIFTER. Other Southern California cities told this man to take a hike.

Why didn't Montebello follow suit & do the same?

It looks like the leadership of Montebello is acting stupidly & foolishly and actually holding a hearing for this??

Montebello is a relatively small city with only one zip code and only 62,500 citizens. There is absolutely no need for voting districts.

This is one of the most ludicrous ideas this city has considered I'm sure printing 62,500 public notices, time spent on preparing & having this hearing cost a pretty penny.

Stop wasting our time & tax dollars!

End this nonsense & put this silly issue in the trash where it belongs.

A concerned Montebello citizen

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Montebello-Pico Rivera Democrats <mprdemocrats@gmail.com>
Sent: Wednesday, February 9, 2022 2:08 PM
To: Montebello District Election; comment, ccpublic
Subject: Public Comment on Districting for City Council Meeting

Good Evening,

The Montebello-Pico Rivera Democratic Club would like to explicitly thank Mayor Pro Tem Jimenez and Council members Melendez, Peralta, and Torres for their advocacy and support of a district-based election system. The commitment of four, out of the five council members, to this transition is consistent with democratic values and serves as an important step forward as we develop a more inclusive and diverse city council.

After reviewing the multiple district maps, drawn by the demographer and residents and made available on the Montebello city website, the MPR Democrats fully endorse “Demographer Map #3.” As an organization, we believe “Demographer Map #3” effectively supports the California Voting Rights Act and the federal Voting Rights Act by creating districts with **equal** populations, compactness, and contiguity. In addition, as a community of interest, the Asian American Pacific Islander community will have the ability to potentially nominate and elect a candidate who openly identifies as a member of the AAPI community. This will allow the voices of the AAPI community to be heard and strengthen the city’s commitment toward increasing inclusivity and true representation.

As the final vote for the adoption of a district map is set to occur in March 2022, the MPR Democrats are prepared to continue our outreach efforts to educate residents about the benefits of a district-based election system. In addition, we strongly encourage our City Council to vote in favor of a district map that is free of gerrymandering. Any abstention or “no” vote on this matter will be met with strong disapproval from our organization and will be shared among other local Democratic chapters and the Los Angeles County Democrats. This vote is monumental and will forever shape the history of Montebello.

Thank you kindly-
MPR Democrats

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

Angelina Padilla

From: Alberto Pimentel <pime512@usc.edu>
Sent: Wednesday, February 9, 2022 2:38 PM
To: comment, ccpublic
Subject: Public Comment on Districting

Follow Up Flag: Follow up
Flag Status: Flagged

Members of the Montebello City Council,

My name is Dr. Alberto Pimentel Jr and I am a professor and sociologist. I am submitting this public comment in support of the recent efforts to transition from an at-large election system to a district-based election system. Recently, I had a conversation with several council members and community organizations about the proposed district maps (that are available on the city's website) and after close examination of each proposal, I believe the district map titled "Demographer Map #3" would be the most appropriate to adopt. "Demographer Map #3" adheres to the guidelines established by the California Voting Rights Act by carefully dividing the city's population into equal segments and from my analysis, appears to be free of discrimination. The compactness and contiguity of the proposed district map within "Demographer Map #3" appears to be void of gerrymandering and based on the demographics of the proposed districts, the Asian American Pacific Islander community will have an opportunity to change the 101-year history of Montebello by securing greater AAPI representation in the council chambers.

Over the past few months, I've held a number of conversations with neighbors from the African American and Asian American Pacific Islander communities and in those conversations, my neighbors have shared their excitement and comfort with knowing that the City of Montebello is making major efforts to value diversity. I understand that the political landscape may change and incumbents may face a tough decision in the near future about their political careers, but I applaud council members Jimenez, Melendez, Peralta, and Torres for being selfless and having the courage to stand up for the voting rights and representation of the AAPI community. I appreciate the intellectual and stimulating conversations we have had and your compassion and dedication for our community has been shared with a diverse pool of residents. Thank you for standing on the right side of history and I look forward to future conversations about equity, diversity, and inclusion.

In closing, I would also like to thank the city's staff for working hard, providing guidance to our elected officials, and educating the public about districting. Your efforts are greatly appreciated and continue doing an amazing job!

Fight on!

Sincerely, an 8-year homeowner in Montebello, Dr. Alberto Pimentel Jr

Alberto Pimentel Jr, Ed.D, M.P.A, M.A
Assistant Professor of Sociology, Los Angeles Harbor College

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

RESOLUTION NO. 22-12

**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.1526, consisting of 8 pages, and including:

Warrant No.

General: Checks No.595514 through; 595650
ACH No. 1670 through; 1735

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 9TH day of March 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-12

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-12 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 9TH day of March 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR	VENDOR NAME
4331	- General Account				
1670	02/17/2022	\$14,949.65	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
1671	02/17/2022	\$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS INC
1672	02/17/2022	\$74,677.80	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
1673	02/17/2022	\$10,931.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
1674	02/17/2022	\$378.30	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
1675	02/17/2022	\$437.85	CONTRACT SERVICES	423	AIR EXCHANGE INC
1676	02/17/2022	\$1,381.80	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
1677	02/17/2022	\$88.20	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1678	02/17/2022	\$1,839.07	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1679	02/17/2022	\$182.79	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1680	02/17/2022	\$8,839.57	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
1681	02/17/2022	\$2,631.12	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
1682	02/17/2022	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
1683	02/17/2022	\$486.26	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
1684	02/17/2022	\$1,255.92	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1685	02/17/2022	\$175.00	CONTRACT SERVICES	2189	HEARDS INVESTIGATIONS AND POLYGRAPH LLC
1686	02/17/2022	\$11,493.00	CDBG-CV	1349	HEART OF COMPASSION
1687	02/17/2022	\$6,030.10	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
1688	02/17/2022	\$4,120.35	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1689	02/17/2022	\$16,777.85	SUPPLIES	26670	LIFE-ASSIST INC
1690	02/17/2022	\$2,747.50	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
1691	02/17/2022	\$21,442.40	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1692	02/17/2022	\$13,048.53	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
1693	02/17/2022	\$334.11	SUPPLIES	1120	BLUETRITON BRANDS INC



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

1694	02/17/2022	\$2,223.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
1695	02/17/2022	\$112.95	TRAVEL & MEETINGS	2637	ARLENE SALAZAR
1696	02/17/2022	\$8,247.50	IMPROVEMENTS OTHER THAN BUILDIN	3369	SALLY SWANSON ARCHITECTS INC
1697	02/17/2022	\$65,127.01	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1698	02/17/2022	\$2,172.44	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
1699	02/17/2022	\$115.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT COM
1700	02/17/2022	\$252.08	SUPPLIES	3163	BANK OF AMERICA
1701	02/17/2022	\$128.71	FUEL	3163	BANK OF AMERICA
1702	02/17/2022	\$456.02	SUPPLIES	3163	BANK OF AMERICA
1703	02/17/2022	\$1,321.47	SUPPLIES	3163	BANK OF AMERICA
1704	02/17/2022	\$1,399.84	SUPPLIES	3163	BANK OF AMERICA
1705	02/17/2022	\$419.28	SUPPLIES	3163	BANK OF AMERICA
1706	02/17/2022	\$132.26	SUPPLIES	3163	BANK OF AMERICA
1707	02/17/2022	\$72.83	SUPPLIES	3163	BANK OF AMERICA
1708	02/17/2022	\$78.44	SUPPLIES	3163	BANK OF AMERICA
1709	02/17/2022	\$82.46	SUPPLIES	3163	BANK OF AMERICA
1710	02/17/2022	\$44.08	SUPPLIES	3163	BANK OF AMERICA
1711	02/17/2022	\$1,338.45	SUPPLIES	3163	BANK OF AMERICA
1712	02/17/2022	\$591.81	SUPPLIES	3163	BANK OF AMERICA
1713	02/24/2022	\$1,325.29	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
1714	02/24/2022	\$1,225.72	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
1715	02/24/2022	\$2,459.92	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
1716	02/24/2022	\$59,359.43	CONTRACT SERVICES	3016	ANTARES GOLF LLC
1717	02/24/2022	\$454.23	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
1718	02/24/2022	\$1,610.25	TRAVEL & MEETINGS	811	JOEL BONILLA
1719	02/24/2022	\$510.68	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1720	02/24/2022	\$441.24	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

1721	02/24/2022	\$1,125.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
1722	02/24/2022	\$3,287.13	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
1723	02/24/2022	\$44,233.27	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
1724	02/24/2022	\$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
1725	02/24/2022	\$264.42	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1726	02/24/2022	\$1,133.50	TRAINING	3196	MICAH HERD
1727	02/24/2022	\$16,142.52	CONTRACT SERVICES	2793	IBE DIGITAL
1728	02/24/2022	\$4,510.64	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
1729	02/24/2022	\$9,011.05	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
1730	02/24/2022	\$11,303.60	CONTRACT SERVICES	15070	LEXIPOL LLC
1731	02/24/2022	\$2,689.36	SUPPLIES	26670	LIFE-ASSIST INC
1732	02/24/2022	\$885.19	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
1733	02/24/2022	\$821.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
1734	02/24/2022	\$99.37	SUPPLIES	1120	BLUETRITON BRANDS INC
1735	02/24/2022	\$555.25	FUEL	1059	AMBER RESOURCES LLC
ACH TOTAL		\$450,489.21			
595514	02/17/2022	\$25.00	PARKS AND RECREATION	3425	ALICE AGUIRRE
595515	02/17/2022	\$1,500.00	CONTRACT SERVICES	3259	MONTEBELLO CHRISTIAN SCHOOL
595516	02/17/2022	\$136.03	CONTRACT SERVICES	1674	1st JON INC
595517	02/17/2022	\$55,200.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
595518	02/17/2022	\$240.00	CONTRACT SERVICES	3441	ALEXANDRA CONTRERAS GARCIA
595519	02/17/2022	\$3,224.81	MACHINERY & EQUIPMENTS	3421	ANCHORAUDIOSTORE COM
595520	02/17/2022	\$2,173.80	UTILITY SERVICES	39550	AT&T
595521	02/17/2022	\$3,502.64	UTILITY SERVICES	39550	AT&T
595522	02/17/2022	\$725.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
595523	02/17/2022	\$1,105.00	CONTRACT SERVICES	2854	AUTOMATED GATE SERVICES INC



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

595524	02/17/2022	\$742.50	CONTRACT SERVICES	3499	AVIDEX INDUSTRIES LLC
595525	02/17/2022	\$10,568.57	MACHINERY & EQUIPMENTS	31160	BESTWAY DISTRIBUTING CO
595526	02/17/2022	\$585.97	SUPPLIES	159	BOUND TREE MEDICAL LLC
595527	02/17/2022	\$189.00	TRAINING	1285	LIFELINE TRAINING
595528	02/17/2022	\$165.00	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
595529	02/17/2022	\$5,333.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
595530	02/17/2022	\$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
595531	02/17/2022	\$8,813.06	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
595532	02/17/2022	\$495.00	TRAINING	842	CSULB FOUNDATION
595533	02/17/2022	\$3,124.58	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC LLC
595534	02/17/2022	\$655.99	UNIFORM EXPENSE	3306	DFND TECHNOLOGIES
595535	02/17/2022	\$547.50	SUPPLIES	3492	DP TRADING
595536	02/17/2022	\$6,620.00	MACHINERY & EQUIPMENTS	2616	EXTREME SAFETY INC
595537	02/17/2022	\$875.65	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
595538	02/17/2022	\$1,564.20	UNIFORM EXPENSE	55650	GALLS LLC
595539	02/17/2022	\$64,600.00	BUILDING IMPROVEMENTS	2861	JOSE L GARCIA
595540	02/17/2022	\$2,235.90	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
595541	02/17/2022	\$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
595542	02/17/2022	\$6,503.54	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
595543	02/17/2022	\$886.62	MACHINERY & EQUIPMENTS	3436	HPC COMPUTERS USA INC
595544	02/17/2022	\$60.00	PARKS AND RECREATION	3504	ROXANA INIGUEZ
595545	02/17/2022	\$3,378.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
595546	02/17/2022	\$250.00	GENERAL GOVERNMENT	3503	MELISSA JAWOROWSKI
595547	02/17/2022	\$7,251.06	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
595548	02/17/2022	\$301.86	TRAINING	3217	JUAN MARTINEZ
595549	02/17/2022	\$6,608.24	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
595550	02/17/2022	\$811.10	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

595551	02/17/2022	\$185,567.04	CONTRACT SERVICES	23460	MOTOROLA SOLUTIONS INC
595552	02/17/2022	\$794.60	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
595553	02/17/2022	\$15,455.28	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
595554	02/17/2022	\$3,048.63	SUPPLIES	15620	OFFICE DEPOT INC
595555	02/17/2022	\$26,258.00	IMPROVEMENTS OTHER THAN BUILDIN	3028	ONWARD ENGINEERING
595556	02/17/2022	\$406.16	RETIREMENT	42490	LINDA PAYAN
595557	02/17/2022	\$1,136.10	FUEL	19700	SYNCHRONY BANK
595558	02/17/2022	\$5,775.88	CONTRACT SERVICES	3279	PROCURE AMERICA INC
595559	02/17/2022	\$35.00	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595560	02/17/2022	\$40.00	CARPPOOL INCENTIVE	3497	ELETICIA RANGEL
595561	02/17/2022	\$623.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFFS DEPARTMENT
595562	02/17/2022	\$653,201.34	CONTRACT SERVICES	3191	RL CONTROLS LLC
595563	02/17/2022	\$30,759.18	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER COMPANY
595564	02/17/2022	\$142.59	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
595565	02/17/2022	\$440.15	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
595566	02/17/2022	\$4,516.71	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
595567	02/17/2022	\$22,049.39	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595568	02/17/2022	\$44,269.11	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
595569	02/17/2022	\$88.34	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
595570	02/17/2022	\$8,664.93	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
595571	02/17/2022	\$2,432.40	UTILITY SERVICES	72570	US TELEPACIFIC CORP
595572	02/17/2022	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
595573	02/17/2022	\$288.30	SUPPLIES	45120	ULINE INC
595574	02/17/2022	\$82,028.84	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
595575	02/17/2022	\$290.34	SUPPLIES	9470	W W GRAINGER INC
595576	02/17/2022	\$4,376.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
595577	02/17/2022	\$24,398.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

595578	02/17/2022	\$1,605.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
595579	02/17/2022	\$1,029.23	SUPPLIES	67320	WINZER CORPORATION
595580	02/17/2022	\$95.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
595581	02/17/2022	\$15,062.16	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
595582	02/24/2022	\$1,780.33	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
595583	02/24/2022	\$2,699.32	UTILITY SERVICES	1732	AT&T CORP
595584	02/24/2022	\$31,950.30	MACHINERY & EQUIPMENTS	2273	AIR & LUBE SYSTEMS INC
595585	02/24/2022	\$28,811.92	MACHINERY & EQUIPMENTS	113	ALACO LADDER COMPANY
595586	02/24/2022	\$2,383.71	UTILITY SERVICES	38380	AT&T
595587	02/24/2022	\$335.19	UTILITY SERVICES	39550	AT&T
595588	02/24/2022	\$56.94	UTILITY SERVICES	39550	AT&T
595589	02/24/2022	\$360.00	GENERAL GOVERNMENT	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
595590	02/24/2022	\$165.00	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
595591	02/24/2022	\$160.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
595592	02/24/2022	\$4,050.00	CONTRACT SERVICES	1303	CERTIFIED ROOFING APPLICATORS INC
595593	02/24/2022	\$1,420.81	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
595594	02/24/2022	\$8,617.88	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
595595	02/24/2022	\$1,550.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
595596	02/24/2022	\$822.46	SUPPLIES	26080	L N CURTIS & SONS
595597	02/24/2022	\$47,372.72	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
595598	02/24/2022	\$1,027.05	PERMITS AND FEES	31150	DEPARTMENT OF CONSERVATION
595599	02/24/2022	\$64.35	ELECTION EXPENSE	29090	DFM ASSOCIATES
595600	02/24/2022	\$394.10	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
595601	02/24/2022	\$1,013.00	TRAINING	3392	EL CAMINO COLLEGE
595602	02/24/2022	\$613.26	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
595603	02/24/2022	\$654.87	UNIFORM EXPENSE	55650	GALLS LLC
595604	02/24/2022	\$1,275.00	PERMITS AND FEES	1161	GLAAC EXPLORING



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

595605	02/24/2022	\$1,148.11	MACHINERY & EQUIPMENTS	74240	GLOBAL CTI GROUP INC
595606	02/24/2022	\$8,263.85	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
595607	02/24/2022	\$3,349.11	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
595608	02/24/2022	\$44,730.00	BUILDING IMPROVEMENTS	3236	HERK EDWARDS INC
595609	02/24/2022	\$265.00	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
595610	02/24/2022	\$450.00	CONTRACT SERVICES	2942	JAIROS PLUMBING INC
595611	02/24/2022	\$150.00	TRAVEL & MEETINGS	3507	MARK KIM
595612	02/24/2022	\$195.00	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
595613	02/24/2022	\$2,741.92	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
595614	02/24/2022	\$438.37	TRAVEL & MEETINGS	3300	ALBERTO MIRANDA
595615	02/24/2022	\$497.93	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
595616	02/24/2022	\$1,656.67	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
595617	02/24/2022	\$267.66	VEHICLE MAINTENANCE/EXPENSES	66340	BENNELLI LLC
595618	02/24/2022	\$948.83	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
595619	02/24/2022	\$21,000.00	CONTRACT SERVICES	3491	NAVIRETAIL INC
595620	02/24/2022	\$258.18	SUPPLIES	15620	OFFICE DEPOT INC
595621	02/24/2022	\$198.14	CDBG-CV	3150	SANDRA OLIVAS
595622	02/24/2022	\$24,364.00	IMPROVEMENTS OTHER THAN BUILDIN	3028	ONWARD ENGINEERING
595623	02/24/2022	\$347.62	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
595624	02/24/2022	\$78.96	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
595625	02/24/2022	\$200.00	CONTRACT SERVICES	3233	PUEPKE CONSULTING
595626	02/24/2022	\$1,058.48	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
595627	02/24/2022	\$6,000.00	BUILDING IMPROVEMENTS	2938	QUALITY ENVIRONMENT INC
595628	02/24/2022	\$798.49	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
595629	02/24/2022	\$187.68	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
595630	02/24/2022	\$23,397.65	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
595631	02/24/2022	\$4,586.50	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO



City of Montebello
Register of Demands No. 1526

From Payment Date: 02/17/22 - To Payment Date: 02/24/22

595632	02/24/2022	\$915.00	CONTRACT SERVICES	3299	SOUTHERN CALIFORNIA SHREDDING INC
595633	02/24/2022	\$147.06	CONTRACT SERVICES	3397	STERICYCLE INC
595634	02/24/2022	\$165.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
595635	02/24/2022	\$3,669.25	SUPPLIES	2573	TELEFLEX LLC
595636	02/24/2022	\$5,976.11	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
595637	02/24/2022	\$14,798.53	CONTRACT SERVICES	3030	HENRY S DAVID
595638	02/24/2022	\$937.50	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
595639	02/24/2022	\$3,873.13	UTILITY SERVICES	72570	US TELEPACIFIC CORP
595640	02/24/2022	\$137.80	TRAINING	1188	TYLER TECHNOLOGIES INC
595641	02/24/2022	\$3,347.11	CONTRACT SERVICES	20070	UC REGENTS
595642	02/24/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
595643	02/24/2022	\$5,202.60	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
595644	02/24/2022	\$560.83	UTILITY SERVICES	23610	VERIZON WIRELESS
595645	02/24/2022	\$1,260.14	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
595646	02/24/2022	\$3,000.00	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC
595647	02/24/2022	\$1,903.34	SUPPLIES	3088	WAXIES ENTERPRISES LLC
595648	02/24/2022	\$1,730.93	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
595649	02/24/2022	\$4,734.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
595650	02/24/2022	\$95.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES

CHECK TOTAL \$1,682,915.68

GRAND TOTAL \$ 2,133,404.89