

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JUNE 24, 2020
5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

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
Young-Gi Kim Harabedian

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 2. ROLL CALL: City Clerk I. Barajas**

¹ In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday June 24, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 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 meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, June 24, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION – 5:30 P.M.

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

4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code section 54957

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

REGULAR SESSION - 6:30 P.M.

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

8. CORRECTIONS TO THE AGENDA – CITY MANAGER

9. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral communications. A form does not need to be submitted for public hearing items.

Speakers wishing to address the City Council on an item that is not on the agenda will be called upon in the order that their speaker card was received. Those persons not accommodated during this thirty (30) minute period will have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered.

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday June 24, 2020 between 7:30 a.m. – 4:30 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 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 meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 7:30 a.m. – 4:30 p.m. on Wednesday, June 24, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html>.

10. **PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)**

11. **APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 12, 13, 14, 15 and any item upon which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

12. **PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES RATE ADJUSTMENT**

RECOMMENDATION: It is recommended that the City Council:

- (1) Conduct a Public Hearing and consider approving the attached Resolution establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2020/2021 (Attachment A).
- (2) Direct staff to forward the Resolution, if approved to the Los Angeles County Auditor Controller to place the revised charges on the City's property tax rolls.

13. PUBLIC HEARING: APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

- 1) Allow the public an opportunity to comment on the Police Department's proposed 2019 JAG Action Plan; and
- 2) Review and Approve the 2019 Action Plan proposed activities and funding; and
- 3) Amend the Fiscal Year 2019-20 budget and increase appropriations by \$13,468 in a grant account in Fund 240 (JAG).

14. PUBLIC HEARING: APPROVAL OF U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA), CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$43,393; and
- 2) Amend the Fiscal Year 2019-20 budget and increase appropriations by \$43,393 in a grant account in Fund 265 (Grants).

REGULAR BUSINESS

15. FISCAL YEAR 2020-21 BUDGET ADOPTION

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Resolution adopting the Fiscal Year 2020-21 operating and capital budgets for all funds;
- 2) Approve a Resolution adopting the compensation plan and table of organization for Fiscal Year 2020-21;
- 3) Approve a Resolution establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit)

CONSENT MATTERS

16. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO ESTABLISH GUIDELINES AND PROTOCOLS FOR TEMPORARY OUTDOOR DINING PERMITS FOR EATING ESTABLISHMENTS IMPACTED BY THE COVID-19 PANDEMIC

RECOMMENDATION: It is recommended that the City Council:

Authorizing the City Manager to Establish and Approve Temporary Outdoor Dining Permit Guidelines for Eating Establishments within the City of Montebello.

17. ADOPT RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AND RECEIPT OF LOCAL EARLY ACTION PLANNING GRANTS PROGRAM ("LEAP").

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt the Resolution authorizing an application for three hundred thousand dollars and 00/100 (\$300,000) under the Local Early Action Planning Grants Program from the California Department of Housing and Community Development; and
- 2) Authorize the City Manager to execute the City's Local Early Action Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City; and
- 3) Authorize the City Manager to accept and enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Local Early Action Planning Grants Program grant.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3356 WITH SEBASTIAN WATERWORKS TO PERFORM EMERGENCY SEWER REPAIRS AT 1305 SOLANA CIRCLE AND 129 SOUTH 5TH STREET

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) increasing the Fiscal Year 2019-20 contract amount by \$130,000.

19. SEWER SYSTEM REGULATORY COMPLIANCE ASSESSMENT BY LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works in an amount not-to-exceed \$100,000 for sewer system regulatory compliance assessment services.

20. AUTHORIZATION TO ENTER INTO A SOLE SOURCE AGREEMENT WITH MOTOROLA SOLUTIONS TO PROVIDE RADIO INFRASTRUCTURE AND RELATED COMMUNICATIONS SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a sole source agreement with Motorola Solutions to provide radio infrastructure and related communications services for an annual amount of \$179,193 , and;
- 2) Authorize the total contract expenditures total not-to-exceed \$200,000 to account for additional radio repair and incidental repair services not covered in the sole source agreement scope of work.

21. APPROVE A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Resolution authorizing the filing of an application for the City of Montebello to receive Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds
- 2) Take such additional, related, action that may be desirable.

22. ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE DOCUMENTS NECESSARY FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR PROGRAM

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a Resolution authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.
- 2) Take such additional, related action that may be desirable.

23. AWARD A CONTRACT TO POWER MANUFACTURING INC. FOR BUS OPERATOR DOOR BARRIERS

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a contract to Power Manufacturing Inc. for Bus Operator Door Barriers for a total project cost not-to-exceed \$56,100; and
- 2) Authorize the City Manager to execute a contract on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

24. RESOLUTION APPROVING APPLICATION SUBMITTALS TO THE CALIFORNIA NATURAL RESOURCES AGENCY – URBAN GREENING PROGRAM

RECOMMENDATION: It is recommended that the City Council:

Approve a Resolution approving application submittals to the California Natural Resources Agency (CNRA) – Urban Greening Program.

25. REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE LANDSCAPE MAINTENANCE

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize staff to issue a Request for Proposals (RFP) Citywide Landscape Maintenance.

26. AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS (RFP) FOR MAINTENANCE OF THE MONTEBELLO GOLF COURSE AND RANGE

RECOMMENDATION: It is recommended that the City Council:

Authorize staff to issue a Request for Proposals (RFP) for Maintenance of the Montebello Golf Course and Range.

27. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH VASQUEZ COMPANY TO PERFORM AUDIT AND RELATED WORK

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council authorize the City Manager to approve the first amendment to the professional services agreement with Vasquez & Company to provide audit and related work for Fiscal Year 2019-20, as allowed per Agreement No. 3289 between the City of Montebello and Vasquez & Company.

28. ADOPTION OF GENERAL FUND RESERVE POLICIES

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council approve a Resolution adopting comprehensive General Fund reserve policies in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54.

29. STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND PROGRESS REPORT, JUNE 2020

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council receive and file the State Audit Corrective Action Plan Quarterly Update and Progress Report.

30. QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2020

RECOMMENDATION: It is recommended that the City Council:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2020.

31. CONSIDERATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND RENÉ BOBADILLA AS CITY MANAGER FOR THE CITY OF MONTEBELLO

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council review and approve the First Amendment to the Employment Agreement ("First Amendment") between René Bobadilla and the City.

32. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JUNE 24, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed Resolution approving the Warrant Register dated June 24, 2020.

33. APPROVAL OF MINUTES: REGULAR SESSION OF MAY 13, 2020 AND SPECIAL SESSIONS OF MAY 22 AND JUNE 3, 2020.

RECOMMENDED ACTION: It is recommended that the City Council:

Approve the minutes as written.

34. ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

35. COUNCIL MEMBER ANNOUNCEMENTS; REQUESTS FOR FUTURE AGENDA ITEMS; CONFERENCE/MEETINGS REPORTS

ADJOURNMENT

NOTES

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

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES RATE ADJUSTMENT

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Conduct a Public Hearing and consider approving the attached Resolution establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2020/2021 (Attachment A).
- (2) Direct staff to forward the Resolution, if approved to the Los Angeles County Auditor Controller to place the revised charges on the City's property tax rolls.

BACKGROUND

1. Athens Services has provided residential curbside solid waste disposal service in Montebello since 1962.
2. Athens provides once a week curbside solid waste collection for single-family residences and duplexes (three or less), which includes green waste pick-up, and free refuse collection for various City facilities.
3. In 2008, the City Council approved an agreement with Athens Services regarding exclusive waste hauling services within the City of Montebello for both residential and commercial services. The transactions that ensued from the initial approval led to numerous lawsuits. After over 10 years of litigation, the disputes between Athens and the City of Montebello were resolved on February 10, 2020.
4. Under the terms of the Settlement Agreement the City agreed to allow Athens Services to receive a rate increase for residential waste and recycling pick-up. The last increase occurred in 2008.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**PUBLIC HEARING – RESIDENTIAL SOLID WASTE COLLECTION AND
RECYCLING CHARGES RATE ADJUSTMENT**

Page 2 of 2

5. Under the terms of the Settlement Agreement, Athens Services is entitled to an annual rate adjustment based on the change in the Consumer Price Index (CPI). Athens Services is currently requesting a rate adjustment of 0.70%. This would result in the new residential rate charge to be \$27.09.
6. The City is required to conduct a public hearing in order review the request from Athens Services. Upon approval, the increase will be forwarded to the Los Angeles County Auditor Controller to be placed on the property tax bills.
10. Notices of Public Hearing were published and posted as required by law.

BACKGROUND/ ANALYSIS

Athens Services has provided residential curbside solid waste disposal service in Montebello since 1962. Athens provides once a week curbside solid waste collection for single-family residences and duplexes (three or less), which includes green waste pick-up and free refuse collection for various City facilities.

Under the terms of the agreement, Athens is entitled to an annual rate adjustment based on the change in the Consumer Price Index (CPI). Athens Services is currently requesting a rate adjustment based on a CPI differential of 0.70%. See letter dated May 29, 2020 from Athens Services (Attachment B). This would adjust the residential waste rate from \$26.90 to \$27.09 per month.

Notices of Public Hearing were published and posted (Attachment C).

RECOMMENDATION

Staff recommends that City Council move to:

1. Approve a rate increase from \$26.90 to \$27.09 for Athens Services to become effective July 1, 2020 to June 30, 2021.
2. Approve the attached Resolution setting residential solid waste collection charges for Fiscal Year 2020/2021 that will amount to \$27.09 per month per household.
3. Approve the CPI rate adjustments on an on-going basis as set forth in the Settlement Agreement between the City and Athens Services.

Attachments: A – Resolution
 B – Athens Services' Request for Rate Adjustment
 C – Public Hearing Notice

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2020/2021 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT (AGREEMENT NO. 3740) BETWEEN THE CITY AND ATHENS SERVICES

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Athens Services ("Athens"); and

WHEREAS, since the approval of an Amended and Restated Agreement between the City and Athens referred to as Agreement 668 ("Agreement 668") in 2008, disputes arose and were litigated between the parties which were resolved by the terms of a Settlement Agreement identified as Agreement No. 3740; and

WHEREAS, pursuant to the terms of Agreement No. 3740, Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of July 1, 2020 through June 30, 2021 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to Agreement No. 3740, the City Council is to review and consider the request submitted by Athens for an annual rate adjustment for monthly waste service charges for residential customers. On May 29, 2020, Athens submitted a request for approval of a rate adjustment for the period of July 1, 2020 through June 30, 2021 (Fiscal Year 2020/2021) consistent with the terms of the Settlement Agreement No. 3740.

SECTION 2. The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of \$27.09. The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index formula consistent with and as set forth in Agreement No. 3740.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

RESOLUTION NO. ____
Page 2 of 2

SECTION 4. The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

PASSED, APPROVED AND ADOPTED this 24th day of June, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



14048 Valley Blvd.
P.O. Box 60009
City of Industry, CA 91716-0009
Fax (626) 330-4686
(626) 336-3636

May 29, 2020

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

RECEIVED
JUN - 1 2020
CITY OF MONTEBELLO
CITY MANAGER

Re: Annual Rate Adjustment

Mr. Bobadilla:

In accordance with the Settlement Agreement between Arakelian Enterprises Inc. ("AEI") dba Athens Services executed February 10, 2020 and pursuant to Section 4 of that Agreement, please accept this letter as Athens Services' request to adjust the rates that Athens Services is to be paid for the services provided under Agreement 668.

According to Section 4b of the Agreement, "Beginning on July 1, 2020 the monthly rate paid to AEI for the services provided under Agreement 668 shall be \$26.90 per residential customer".

In addition, Section 4c of the Agreement states that, "Beginning on July 1, 2020 and on each subsequent year until the Termination Date the then-applicable rate for services rendered pursuant to Agreement 668 shall be increased automatically by the then-latest available Consumer Price Index..."

The CPI for All Urban Consumers for Los Angeles was 273.945 in April 2019 and it increased to 275.853 in April 2020, for a change of 1.908 (see attached CPI schedule). Dividing the 1.908 change by the April 2019 index value results in a 0.70% change. This 0.70% increase applied to the \$26.90 stipulated rate effective July 2020 yields a final rate of \$27.09 per customer per month (see attached rate calculation).

Athens Services requests that its rate of compensation be adjusted to \$27.09 per customer per month. Please handle the administrative processing of this request to make the rates effective July 1, 2020 and call me at (626) 934-4619 if you have any questions.

Sincerely,

Gary Clifford
Executive Vice President

Enclosure

Cc: Efrain Solivan, Division VP, Athens Services
Clint Bartlett – Senior Director of Finance, Athens Services
Wendy Bruget, Director of Government Affairs, Athens Services

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LILLIAN GUZMAN
CITY OF MONTEBELLO/PLANNING
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3371328

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

CITY OF MONTEBELLO PUBLIC HEARING NOTICE

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

06/11/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.



CITY OF MONTEBELLO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a public hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday June 24, 2020, at 6:30 p.m., or as soon as possible thereafter as the matter can be heard, to consider the following:

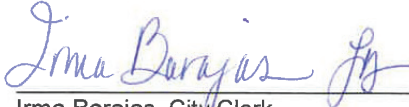
A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows:

- Beginning on July 1, 2020, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be \$27.09 per residential customer.
- Beginning on July 1, 2021 and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office on or before Wednesday June 24, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 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 meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, June 24, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

If you challenge the rate adjustment in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

The proposed resolution and other material are available by contacting the City Clerk's Office at 323-887-1367.


Irma Barajas, City Clerk

Dated: June 8, 2020
Date posted: June 8, 2020
Date published: June 11, 2020

CNS-3371328#

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Approval of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds Utilization**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that City Council:

- 1) Allow the public an opportunity to comment on the Police Department's proposed 2019 JAG Action Plan; and
- 2) Review and Approve the 2019 Action Plan proposed activities and funding; and
- 3) Amend the Fiscal Year 2019-20 budget and increase appropriations by \$13,468 in a grant account in Fund 240 (JAG); and
- 4) Take such additional, related, action that may be desirable

BACKGROUND

In accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751 (a)) funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice. The funds can be used for any one or more of the following purpose area programs: Law Enforcement, Prosecution and Court, Prevention and Education, Corrections and Education, Drug Treatment and Enforcement, Planning, Evaluation, and Technology Improvement, and Crime Victim and Witness (other than compensation).

The current round of Justice Assistance Grant funding (i.e., JAG FY2019) includes the proposed use of funds for the following project identifiers: gangs, crime prevention, community based programs, community policing, overtime, and computer software/hardware. The City of Montebello has been awarded \$13,468 through the current JAG award cycle.

CITY COUNCIL AGENDA REPORT – Meeting of June 24, 2020

Approval of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds Utilization

Page 2 of 2

As required by the U.S. Department of Justice and under the administration of the Bureau of Justice Assistance, requirements for recipients of Justice Assistance Grants (JAG) funds, the City of Montebello Police Department has prepared this summary for the 2019 program. The proposed project addresses the needs of the department and establishes a resource for the community to prioritize and place justice funds in the purpose areas where they are needed most to reduce crime and improve public safety.

The JAG FY2019 funds will fill those curtailments or cuts in resources that would otherwise impact the Police Department's ability to continue and maintain its community policing efforts aimed at reducing crime and improving public safety.

The Police Department's Grant Administrator will focus on monitoring grant activity to ensure the allocation of funds are used toward the cost of personnel, equipment and materials needed by the Montebello Police Department in the areas of law enforcement programs and other related programs and costs that may be identified during this period.

FISCAL IMPACTS

The City of Montebello has been awarded \$13,468 through the current JAG program award. These funds will be utilized for the purposes described above. The City may request to drawdown funds in advance or on a reimbursement basis.

The proposed budget for the JAG program will be distributed as follows:

- | | |
|-------------------------------|---------|
| 1. Personnel Costs (Overtime) | \$8,043 |
| 2. Training | \$425 |
| 3. Equipment | \$5,000 |

SUMMARY

The Montebello Police Department has been awarded a JAG program award in the amount of \$13,468. The grant award will enable the Department to upgrade dispatch equipment, attend additional training, and fund overtime for additional police services to the community. The recommendation is to accept the grant award and amend the FY 2019-20 budget by increasing appropriations in a grant account in Fund 240 by \$13,468.

ATTACHMENTS

1. JAG Solicitation
2. JAG Application and Documents



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation

CFDA #: 16.738

Solicitation Release Date: July 25, 2019

Application Deadline: 8:00 p.m. eastern time on August 23, 2019

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "unit of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor)

properly executes, and the unit of local government submits, the “Certifications and Assurances by Chief Executive of Applicant Government” attached to this solicitation as [Appendix A](#).

Eligible allocations under JAG are posted annually on the [JAG web page](#).

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see “Experiencing Unforeseen GMS Technical Issues” under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [State Policy Advisor](#).

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 8 p.m. eastern time on August 23, 2019.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2019 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program is authorized by Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Additionally, JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used for any purpose indicated [Appendix D](#).

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend

criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:**

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For information about requesting BJA certification for a listed prohibited item (including Unmanned Aircraft, Unmanned Aerial Vehicles and/or Unmanned Aerial System purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2019 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions.

- **Body-Worn Cameras (BWC)** - A unit of local government that proposes to use FY 2019 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

The BJA [BWC Toolkit](#) provides model BWC policies and best practices to assist departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor** - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be "uniquely fitted vests," which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP's efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) available at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A unit of local government that proposes to use FY 2019 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government

law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. FAQs related to the mandatory wear policy requirement can be found at ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf. A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1–877–758–3787.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the local government JAG recipient, and made available to OJP upon request.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. It is also important to note that **pursuant to the BVP program statute, at 34 U.S.C. § 10532(c), the use of JAG funding by a unit of local government may impact its eligibility for funding under the BVP program. If a unit of local government uses JAG funds to purchase armor vests, that unit of local government cannot also receive funding under the BVP program in the same fiscal year.** For additional information on the BVP Program and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

- **Interoperable Communications** - Units of local government (and any subrecipients) that use FY 2019 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as Voice over Internet Protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission [FCC] Waiver Order) should review current SAFECOM guidance at: <https://www.dhs.gov/safecom>. This guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2019 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state’s interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office

of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov for more information. All communications equipment purchased with FY 2019 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information-sharing projects funded with FY 2019 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance with GSP and an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) Program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration (NTIA). FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission-critical voice communications will continue to occur on land mobile radio (LMR), in time, FirstNet is expected to provide public safety entities with mission-critical broadband data capabilities and services including, but not limited to: messaging, image sharing, video streaming, group text, voice, data storage, applications, location-based services, and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service, should your state or territory opt in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state planning process, FirstNet's history and promise and how it plans to ensure that the FirstNet network meets the needs of public safety, visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non- governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

Entry of Records into State Repositories - As appropriate and to the extent consistent with law, a condition will be imposed that would require the following: with respect to any “program or activity” that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations (which includes any dispositions or records whatsoever that involve any “alien [who] is illegally or unlawfully in the United States” (18 U.S.C. § 922(g)(5)(A) (generally prohibiting any such alien to possess any firearm or ammunition)), a system must be in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to “disparate” jurisdictions

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not, yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, see:

www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2019 JAG award must certify that the unit of local government will “comply with all

provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit a properly executed Certifications and Assurances by the Chief Executive of the Applicant Government using the form shown in [Appendix A](#).

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2019 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program’s traditional Summary Reporting System (SRS) and replace it with the UCR Program’s National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI’s UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI’s 2021 NIBRS compliance deadline, beginning in FY 2018, BJA requires, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2019 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction has had the requirement waived by BJA, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency’s technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state’s Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing

the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, as of the posting date of this solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (certification of NIBRS compliance from their state or the FBI) to their State Policy Advisor listed in OJP's Grants Management System (GMS). Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then issue a Grant Adjustment Notice (GAN) to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the certification of NIBRS compliance. Such documentation must be made available for BJA review, upon request. Please note that in order for a state to certify NIBRS compliance of a unit of local government, that state must first be certified as NIBRS compliant by the FBI. In FY 2019 and forward, this requirement is applicable to all JAG recipients, meaning tribal jurisdictions must set aside the 3 percent for NIBRS compliance.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2019 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages units of local government to tailor their programs to the local crime issues, and to be data-informed in their work. Units of local government should consider investing JAG funds in programs to combat illegal gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. Units of local government are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the [2018 Preliminary End-of-Year Law Enforcement Fatalities Report](#), released by the National Law Enforcement Officers Memorial Fund (NLEOMF), 2018 saw 144 law enforcement law enforcement line-of-duty deaths nationwide. This is a 12 percent increase over 2017, which had 129 line-of-duty deaths. Firearms-related deaths were the leading cause of law enforcement deaths (52) – a

13 percent increase when compared to 2017. Among those deaths, 14 occurred during an attempt to arrest a suspect, 8 while conducting an investigative activity, 6 while responding to a domestic or public disturbance, and 5 as a result of being ambushed. Additionally, there were 50 traffic-related deaths. Forty-two officers died due to circumstances other than firearms or traffic, the majority being job-related illnesses.

Based on the latest report (2017) from the [FBI's Law Enforcement Officers Killed and Assaulted \(LEOKA\) data](#), there appeared to be a continuing increase in assaults against law enforcement officers between 2016 and 2017. In 2017 there were 60,211 assaults versus 57,180 assaults in 2016. Of those assaulted, 17,476 were injured compared to 16,535 injured in 2016. The 2017 LEOKA data show that 21 officers died as a result of investigative or enforcement duties, 6 during pursuits, and 5 were ambushed.

BJA sees a vital need to continue to focus on tactical officer safety concerns as well as on the health and wellness of law enforcement as that may have a direct effect on officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also to be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages units of local government to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the [BJA VALOR Initiative](#) and soon to be available through the National Officer Safety Initiative program, as well as funding for health and wellness programs for law enforcement officers.

Southwest Border Rural Law Enforcement – Securing U.S. borders (and internationally accessible waterways and airports) is critically important to the reduction, intervention, and prevention of transnational drug-trafficking networks, gangs, and combating all forms of human trafficking and related sexual assaults within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from, and within the United States contribute to a significant increase in violent crime and U.S. deaths, to include law enforcement. BJA encourages units of local government using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as information sharing, cooperation, and coordination among federal, state, local, tribal, and territorial law enforcement agencies to help address these problems.

Responding to the Opioid Crisis – The opioid crisis is a public health emergency and responding to the crisis is one of DOJ's top priorities. In 2017, more than 72,000 Americans lost their lives to drug overdoses, according to the Centers for Disease Control and Prevention (CDC). In 2016, 63,632 Americans died from fatal drug overdoses and 52,404 died in 2015 (CDC). The majority of these deaths can be attributed to opioids. Law enforcement plays a vital role in efforts to stem overdoses, save lives, and fight illegal opioid distribution and abuse. BJA encourages local governments to use JAG funds to support law enforcement actions to fight the opioid epidemic such as addressing the supply of both diverted prescription drugs and illegal drugs, and supporting first responders when encountering overdoses. JAG funds can also be used for training and safety measures to prepare for potential encounters with synthetic opioids such as fentanyl. This may include covering the cost of providing naloxone to all officers and the cost of fentanyl detection testing.

Objectives

In general, the FY 2019 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a unit of local government that receives an FY 2019 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

The Objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through BJA's [Matrix Demonstration Project](#). BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages units of local government to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

BJA Success Stories

The BJA-sponsored [Success Stories](#) web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a unit of local government has a success story it would like to submit, it may be submitted through [My BJA account](#), using "Add a Success Story" and the Success Story Submission form. Register for a My BJA account using this [registration](#) link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2018 through September 30, 2022. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2018 through September 30, 2020. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year’s overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state’s final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state’s 3-year violent crime average. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the “eligible award amount” to a

particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to “disparate” jurisdictions are summarized [above](#)).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities¹) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)). Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis.

For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.

Cost Sharing or Match Requirement

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

Pre-agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.) Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent

with the recipient's approved budget and applicable cost principles. See the section on "Costs Requiring Prior Approval" in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such events. See the [OJP Grant Application Resource Guide](#) for information.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on costs associated with language assistance that may be allowable.

C. Eligibility Information

For information on eligibility, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on, among other things, what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review").)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review- SPOC 01 2018 OFFM.pdf. If the applicant's State appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the State's process under E.O. 12372. In completing the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose State does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.").

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative¹:

- (a) Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2019 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- (b) Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice juvenile justice agencies in the state.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under "Objectives" in [Section A. Program Description](#).

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the

¹ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

4. Budget and Associated Documentation

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs. **Please note that the budget narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by states under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation, and is not sufficiently described and justified in the application as approved by OJP, the recipient will be required, post-award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative but also in the Budget Detail Worksheet and budget narrative.

5. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for information.

6. Tribal Authorizing Resolution (if applicable)

The following two paragraphs in this solicitation expressly modify the “Tribal Authorizing Resolution” provisions in the [OJP Grant Application Resource Guide](#). An applicant is to follow the guidance in these two paragraphs instead of the guidance stated under the “Tribal Authorizing Resolution” heading in the Guide.

An application in response to the solicitation may require inclusion of information related to a tribal authorizing resolution. A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

An applicant unable to submit an application that includes a fully executed (i.e., signed) copy of legal appropriate documentation, as described above, consistent with the applicable tribe’s governance structure, should submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, OJP will make use of and access to award funds contingent on receipt of the fully executed legal documentation.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Every OJP applicant (other than an individual applying in his or her personal capacity) is required to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this Questionnaire.

8. Disclosure of Lobbying Activities

Each applicant must complete and submit this information. See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached to this solicitation as [Appendix A](#).

Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. More specifically, this certification documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not fewer than 30 days before the application was submitted to BJA and that that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available.

OJP will not deny an application for an FY 2019 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (its award will include a condition that withholds funds) until it submits these certifications and assurances, properly-executed by the chief executive of the unit of local government (e.g., the mayor).

10. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. For additional information on the submission requirements for this disclosure, see the [OJP Grant Application Resource Guide](#).

11. Applicant Disclosure and Justification – DOJ High Risk Grantees²(if applicable)

An applicant that is designated as a DOJ High Risk Grantee is to submit in GMS, as a separate attachment to its application, information that OJP will use, among other pertinent information, to determine whether it will consider or select the application for an award under this solicitation. The file should be named “DOJ High Risk Grantee Applicant Disclosure and Justification.” (See, also, “Review Process,” below, under Section E. Application Review Information, for a brief discussion of how such information may be considered in the application review process.) See the [OJP Grant Application Resource Guide](#) for additional information and submission instructions for this disclosure.

12. Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

13. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy.
 - Please describe each practice.
 - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

See [Appendix C](#) for a template that applicants may use to prepare this attachment.

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application. See the [OJP Grant Application Resource Guide](#) for additional information on administrative, national policy, and other legal requirements.

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance).

OJP strongly encourages prospective applicants to review information on post-award legal requirements generally applicable to FY 2019 OJP awards and common OJP award conditions **prior** to submitting an application.

Individual FY 2019 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the “program or activity” that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
 - (1) communication to/from the Department of Homeland Security (DHS) of information regarding the citizenship or immigration status of any individual; and
 - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to publicly disclose federal law enforcement information in an attempt to conceal, harbor, or shield certain individuals from detection, including in violation of 18 U.S.C. §§ 1071 or 1072, or 8 U.S.C. § 1324(a).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”) and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours’ advance notice to DHS regarding the scheduled release date and time of an alien in the recipient’s custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.
- Not to impede the exercise by DHS agents, “anywhere in or outside the United States” (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to “interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States,” specifically by requiring such recipients to permit DHS agents to have access to any

correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized request from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report required performance measure data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page of this solicitation.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. See the [OJP Grant Application Resource Guide](#) for information on DOJ and OJP processes with regard to application information requested pursuant to FOIA.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. See the [OJP Grant Application Resource Guide](#) for information on providing solicitation feedback to OJP.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by the chief executive of the applicant unit of local government.

Visit <https://www.bja.gov/Funding/FY2019LocalJAGCEOCertification.pdf> to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2019 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2019 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Appendix B

Certain relevant federal laws, as in effect on April 8, 2019

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1)** Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2)** Maintaining such information.
- (3)** Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
 - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
 - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence¹ to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
 - v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
 - vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).
- (B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
 - II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
 - III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
 - IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.
- (C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs-

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of-

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in [section 1324a\(h\)\(3\) of this title](#)), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix D

Additional purposes for which JAG funds awarded to a unit of local government under this FY 2019 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

(1) demand-reduction education programs in which law enforcement officers participate;

(2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;

(3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;

(4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;

(5) disrupting illicit commerce in stolen goods and property;

(6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;

(7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and

(B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;

(8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;

(9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;

(10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;

(11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;

(12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

- (b) To reduce crime and improve public safety, including but not limited to, the following:
- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
 - (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
 - (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
 - (2) enhancing security measures—
 - (A) in and around schools; and
 - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
 - (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
 - (4) establishing or supporting drug courts;
 - (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
 - (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
 - (7) enhancing programs under (a), above;
 - (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
 - (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

Appendix E Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see the [OJP Grant Application Resource Guide](#))
- _____ Acquire or renew registration with SAM (see the [OJP Grant Application Resource Guide](#))

To Register with GMS:

- _____ For new users, acquire a GMS username and password*
(see the [OJP Grant Application Resource Guide](#))
- _____ For existing users, check GMS username and password* to ensure account access
(see the [OJP Grant Application Resource Guide](#))
- _____ Verify SAM registration in GMS (see the [OJP Grant Application Resource Guide](#))
- _____ Search for correct funding opportunity in GMS
(see the [OJP Grant Application Resource Guide](#))
- _____ Select correct funding opportunity in GMS (see the [OJP Grant Application Resource Guide](#))
- _____ Register by selecting the “Apply Online” button associated with the funding opportunity title
(see the [OJP Grant Application Resource Guide](#))
- _____ Read OJP policy and guidance on conference approval, planning, and reporting
available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm
(see the [OJP Grant Application Resource Guide](#))
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center
(see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- _____ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2019 Awards](#)” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2019 JAG Allocations List as listed on BJA’s [JAG web page](#).

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424)	(see page 17)
_____ Intergovernmental Review	(see page 17)
_____ Project Identifiers	(see page 18)
_____ Program Narrative	(see page 18)
_____ Budget and Associated Documentation	(see page 19)
_____ Indirect Cost Rate Agreement (if applicable)	(see page 19)
_____ Tribal Authorizing Resolution (if applicable)	(see page 20)
_____ Financial Management and System of Internal Controls Questionnaire	(see page 20)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable)	(see page 20)
_____ Certifications and Assurances by Chief Executive	(see Appendix A)
_____ Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)	(see Appendix C)
_____ OJP Certified Standard Assurances	(see page 20)
_____ Applicant Disclosure of Pending Applications	(see page 21)
_____ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)	(see page 21)
_____ Research and Evaluation Independence and Integrity (if applicable)	(see page 21)

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

08/20/2019

4. Applicant Identifier:**5a. Federal Entity Identifier:****5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:**

City of Montebello

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

95-6000746

*** c. Organizational DUNS:**

825590482

d. Address:*** Street1:** 1600 West Beverly Boulevard**Street2:***** City:** Montebello**County/Parish:***** State:** CA: California**Province:***** Country:** USA: UNITED STATES*** Zip / Postal Code:** 90280**e. Organizational Unit:****Department Name:**

Police Department

Division Name:**f. Name and contact information of person to be contacted on matters involving this application:****Prefix:** Mrs.*** First Name:**

Vanessa

Middle Name: Padilla*** Last Name:** Nava**Suffix:****Title:** Grants and Projects Administrator**Organizational Affiliation:***** Telephone Number:** (323) 887-1200 ext 238**Fax Number:** (323) 887-1317*** Email:** vpadilla@cityofmontebello.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government



Type of Applicant 2: Select Applicant Type:



Type of Applicant 3: Select Applicant Type:



* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Justice- Office of Justice Programs

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

* 12. Funding Opportunity Number:

2019-H4476-CA-DJ

* Title:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Fiscal Year 2019 Local Solicitation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

City of Montebello Police Department 2019 JAG Project

Project Identifier: Targeted Crime Prevention and Fostering Community Based Programs

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

38

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

2019-10-01

* b. End Date:

2020-09-30

18. Estimated Funding (\$):

* a. Federal

\$13,468.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mrs.

* First Name:

Vanessa

Middle Name:

Padilla

* Last Name:

Nava

Suffix:

* Title:

Grants and Projects Administration

* Telephone Number:

(323)887-1200 ext 238

Fax Number:

(323)887-1317

* Email:

vpadilla@cityofmontebello.com

* Signature of Authorized Representative:

Vanessa Padilla Nava

* Date Signed:

08/20/19



MONTABELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Project Identifier

- Gangs
- Crime Prevention
- Community Based Programs
- Community Policing
- Overtime
- Computer Software/Hardware

Program Narrative

(a) Description of the Issues

Although the City of Montebello experienced a reduction in Part 1 crime during 2016-2017, the drop was impermanent. Our data demonstrates an unfortunate trend of crimes increasing across the board; it is evident that this represents an issue that has not been eradicated. The prevalence of property crimes in the City of Montebello has continued to have a negative impact on the morale of the community. The presence of violent street gangs in Montebello threaten, terrorize, and commit a multitude of crimes against the peaceful citizens of their neighborhood and present a clear and present danger to public order and safety. The statistical evidence represents a clear call to action, one that the Montebello Police Department is eager to respond to. It is the goal of the City of Montebello to seek the support of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Allocation for the purpose of reducing violent crimes by encouraging social and community participation through pro-social behaviors and participation in community based programs.

The gang problem in California is overwhelming law enforcement by sheer volume alone. The reality is that most law enforcement agencies, particularly smaller municipalities, like Montebello, simply do not have the resources to combat gangs. Investigations conducted by the MPD have revealed a nexus between street gangs and the accumulation of handguns. Moreover, the proliferation of handguns has also made it easier for gang members to commit violent crimes. These weapons are instruments that are used in the furtherance of murder, drug trafficking and many other violent crimes in Montebello. To the 62,500 (U.S. Census) residents who are forced to live under this scourge, "gangs" clearly defines the term "domestic terrorism." Fewer gang members with guns means fewer people killed, shot at, assaulted, or robbed and a safer environment.

Gang activity and theft are a very big concern for the Montebello Police Department as the City of Montebello is a heavily trafficked area being bordered by the Santa Ana Freeway (I-5) to the south and by the Pomona Freeway (SR-60) to the north. Montebello also shares a border with Monterey Park, Pico Rivera, Rosemead, Commerce and East Los

Angeles. The City of Montebello, having several shared borders with different cities and bordered by two heavily traveled freeways, serves as a crossroad by which many commuters traverse. The City has a large mall, The Shops at Montebello, which is right off the SR-60 freeway and is a popular shopping destination. Minimizing theft of retail establishments and increasing safety to the community are priorities in the city.

Increases in crime are a very big concern for the Montebello Police Department and the community of Montebello. Recently our Community Relations Unit (CRU) along with local leaders, have revamped the Neighborhood Watch Program. Originally prompted by a string of vehicle thefts, the meetings discuss topics of concern in different areas as well as foster participation in community policing. Our citizens have demonstrated that they are committed to putting in the work to succeed in making our community a safer place.

It is vital that the department upgrade technology to better serve the community. Upgrading and enhancing technology to aid in investigations and will allow for more effective and efficient service as well as keep the department up-to-date with current data collection and analysis and investigative processes.

The following timeline is a proposed schedule for JAG Program

Month	Program Goal/Objective
1-2	Approval of JAG Funds Approval of contracts
2-4	Gather quotes for equipment Review prospective vendor and create formal invoices Finalize purchases and receive equipment
4-12	Implement equipment

(b) Project Design and Implementation

The goal of this proposed grant project is to enhance investigations and reduce the number of police service calls and arrests in known targeted “hot spots” within the City of Montebello that have high instances of criminal activity and to utilize specialized operations to combat crime in the city. These targeted areas are evidenced by their higher than average police service calls and arrests.

Improved technology will help to streamline and enhance investigations, including logging evidence and data, keeping better track of statistics, mapping data and analyzing trends, as the entire department’s current technology in the unit is, for the most part, quite outdated. The department will also keep community policing strategies in mind during their investigations, building and strengthening relationships with business and community organizations to foster awareness and educate the community. These relationships are an important component in law enforcement efforts in these target areas and will improve community and public relations. Improved and upgraded technology (hardware/software) in the Units will enhance, but is not limited to, the following:

- Increased Investigations & Referrals for Prosecution
- Statistical Data & Analysis/Data & Evidence Collection
- Respond to Service Calls
- Undercover Surveillance
- Community Policing
- Special Operations/Details

(c) Capabilities and Competencies

The Montebello Police Department does not currently participate with other criminal justice juvenile justice agencies in the state. It is the hope of this department to seek support from other government agencies in the near future and foster successful inter-government programs and partnerships.

(d) Plan for Collecting the Data required for this Solicitation's Performance Measures

The Montebello Police Department is committed to stringent grant monitoring to meet all reporting requirements. The FY 2019 Grant will be administered by Vanessa P. Nava, Grants and Projects Administrator for the Montebello Police Department. In coordination with the City of Montebello's Finance Department, all procurement will adhere to the grant and city policies. Additionally, the Records Bureau and our Crime Analyst will work diligently to ensure all data entry is made in a timely manner to ensure all performance measures are available to prepare the necessary grant reports.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Average officer salary	Community Relations Unit	\$46.49	hourly	173	100%	\$8,043		\$8,043
Total(s)						\$8,043	\$0	\$8,043

Narrative

The Montebello Police Department established the Community Relations Unit (CRU) in 2017. The unit currently consists of Sergeant Sharpe and Corporal Howard. The CRU is the main liason for community relations to include problem solving, public safety and quality of life issues in our community. The team attends numerous local events and meetings. Recent campaigns include the readaptation of the Neighborhood Watch Program.

Purpose Area #4

B. Fringe Benefits						
Name <i>List each grant-supported position receiving fringe benefits.</i>		Computation <i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel

Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Computer upgrades and improvements to existing software	1	\$5,000.00	\$5,000		\$5,000
Total(s)			\$5,000	\$0	\$5,000
Narrative					
The current dispatching software has not had its mapping software updated in over ten years. It is imperative to keep Officer safety a top priority and upgrading our system will allow our officers and dispatch to have the most information when responding to a call for service.					

Purpose Area #4

E. Supplies					
Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i>		Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
				Total(s)	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)

Description	Purpose	Consultant?			
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
			Total Cost	Non-Federal Contribution	Federal Request
					\$0
Total(s)			\$0	\$0	\$0

Consultant Travel (if necessary)

Purpose of Travel	Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0

Narrative

H. Procurement Contracts

Description	Purpose	Consultant?	
-------------	---------	-------------	--

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request		
								\$0	
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									
I. Other Costs									
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>				Computation <i>Show the basis for computation</i>					

Purpose Area #4

	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
NIBRS	1		\$425.00	1	\$425		\$425
Total(s)					\$425	\$0	\$425
Narrative							
The Montebello Police Department will use these funds to continue training for our Records Technicians. They will attend classes with a focus on complying with the standards set in the National Incident-Based Reporting System.							

Purpose Area #4

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						



MONTEBELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Application Attachments

The components listed below do not apply to our jurisdiction or proposed project and are not included in this application package:

- Indirect Cost Rate Agreement
- Tribal Authorizing Resolution
- Applicant Disclosure and Justification- DOJ High Risk Grantees
- Research and Evaluation Independence and Integrity

The following attachment will be provided once the requirements are completed:

- Certifications and Assurances by the Chief Executive of the Applicant Government

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier if known: City of Montebello Police Department 1600 West Beverly Boulevard Montebello, CA 90640 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance			7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant (JAG) Program CFDA Number, if applicable: 16.738		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 13,648.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>[Signature]</u> Print Name: <u>Vanessa Padilla Nava</u> Title: <u>Grants and Projects Administrator</u> Telephone No.: <u>(323) 587-1200 ext-238</u> Date: <u>8/20/19</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



MONTABELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Date: May 11, 2020

To: Honorable Mayor, Mayor Pro Tem, and City Council Members

From: Brad Keller – Police Chief

By: Vanessa Nava- Grants and Project Administrator

Subject: Justice Assistance Grant (JAG) Award Acceptance

As part of the application requirements for the Edward Byrne Memorial Justice Assistance Grant (JAG) funding, the Montebello Police Department is required to submit the enclosed documents to all members of the Montebello City Council. The item will appear on the council agenda at a meeting in the near future. This document summarizes basic information as it relates to this grant. Additionally, the grant application is enclosed with this packet.

The documents will be distributed to the following city representatives:

- Salvador Melendez – Mayor
- Kimberly Ann Cobos-Cawthorne – Mayor Pro Tem
- Angie Jimenez – Councilmember
- David Torres – Councilmember
- Jack Hadjinian – Councilmember

This information is for reference only and there is no need to sign or return anything. This is simply for records purposes and to comply with grant requirements.

If you have any questions regarding these documents please feel free to contact me via email: vpadilla@cityofmontebello.com or at 323-887-1200 extension 238.

Thank you for your time and assistance in this matter.

Sincerely,
Vanessa Nava
Grants and Projects Administrator

JAG FY2019 PROGRAM SUMMARY

Total Funding: \$13,468

In accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751 (a)) funds may be used for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice for any one or more of the following purpose areas:

- Law Enforcement Programs
- Prosecution and Court Programs
- Prevention and Education Programs
- Corrections and Education Programs
- Drug Treatment and Enforcement Programs
- Planning, Evaluation, and Technology Improvement Programs
- Crime Victim and Witness Programs (other than compensation)

The JAG FY2019 Action Plan includes the proposed use of funds for the following project identifiers: gangs, crime prevention, community based programs, community policing, overtime, and computer software/hardware.

As required by the U.S. Department of Justice and under the administration of the Bureau of Justice Assistance, requirements for recipients of Justice Assistance Grants (JAG) funds, the City of Montebello Police Department has prepared this summary for the 2019 program. The proposed project addresses the needs of the departments and establishes a resource for the community to prioritize and place justice funds in the purpose areas where they are needed most to reduce crime and improve public safety.

The JAG FY2019 funds will fill those curtailments or cuts in resources that would otherwise impact the Police Department's ability to continue and maintain its community policing efforts aimed at reducing crime and improving public safety.

The Police Department's Grant Administrator will focus on monitoring grant activity to ensure the allocation of funds are used toward the cost of personnel, equipment and materials needed by the Montebello Police Department in the areas of law enforcement programs and other related programs and costs that may be identified during this period.

Additional requirements to receive JAG funding include establishing and maintaining a trust fund in which to deposit JAG Funds, holding at least one public hearing regarding the proposed use of funds, and forwarding the application to the governing body or designated representative. All grant activities are monitored by the City of Montebello Finance Department and comply with The City of Montebello's Grant Administration Policy.



MONTABELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Appendix C

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
 - Yes, our jurisdiction recently enacted Policy 428- Immigration Violations.
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
 - Yes, our jurisdiction's policy complies with Government Codes, California Values Act, and United States Codes.
- (3) If yes to either:
 - a. Please provide a copy of each law or policy
 - A copy of this policy is attached to this application
 - b. Please describe each practice; and
 - Policy 428 describes the following practices:
 - Victims and Witnesses
 - Immigration Inquiries Prohibited
 - Federal Requests for Assistance
 - Information Sharing
 - U Visa and T Visa Nonimmigrant Status
 - c. Please explain how the law, policy, or practice complies with section 1373
 - Policy 428 complies with section 1373 under section 428.6- Information Sharing
 - No member of this [department/office] will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373; Government Code § 7284.6):
 - (a) Sending information to, or requesting or receiving such information from federal immigration officials
 - (b) Maintaining such information in [department/office] records
 - (c) Exchanging such information with any other federal, state, or local government entityNothing in this policy restricts sharing information that is permissible under the California Values Act

Immigration Violations

428.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to members of the Montebello Police Department relating to immigration and interacting with federal immigration officials.

428.2 POLICY

It is the policy of the Montebello Police Department that all members make personal and professional commitments to equal enforcement of the law and equal service to the public. Confidence in this commitment will increase the effectiveness of this [department/office] in protecting and serving the entire community and recognizing the dignity of all persons, regardless of their national origin or immigration status.

428.3 VICTIMS AND WITNESSES

To encourage crime reporting and cooperation in the investigation of criminal activity, all individuals, regardless of their immigration status, must feel secure that contacting or being addressed by members of law enforcement will not automatically lead to immigration inquiry and/or deportation. While it may be necessary to determine the identity of a victim or witness, members shall treat all individuals equally and without regard to race, ethnicity, or national origin in any way that would violate the United States or California constitutions.

428.4 IMMIGRATION INQUIRIES PROHIBITED

Officers shall not inquire into an individual's immigration status for immigration enforcement purposes (Government Code § 7284.6).

428.5 FEDERAL REQUESTS FOR ASSISTANCE

Absent an urgent issue of officer safety or other emergency circumstances, requests by federal immigration officials for assistance from this [department/office] should be directed to a supervisor. The supervisor is responsible for determining whether the requested assistance would be permitted under the California Values Act (Government Code § 7284.2 et seq.).

428.6 INFORMATION SHARING

No member of this [department/office] will prohibit, or in any way restrict, any other member from doing any of the following regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 USC § 1373; Government Code § 7284.6):

- (a) Sending information to, or requesting or receiving such information from federal immigration officials
- (b) Maintaining such information in [department/office] records
- (c) Exchanging such information with any other federal, state, or local government entity

Montebello Police Department

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Immigration Violations

Nothing in this policy restricts sharing information that is permissible under the California Values Act.

428.6.1 TRANSFERS TO IMMIGRATION AUTHORITIES

Members shall not transfer an individual to immigration authorities unless one of the following circumstances exist (Government Code § 7282.5; Government Code § 7284.6):

- (a) Transfer is authorized by a judicial warrant or judicial probable cause determination.
- (b) The individual has been convicted of an offense as identified in Government Code § 7282.5(a).
- (c) The individual is a current registrant on the California Sex and Arson Registry.
- (d) The individual is identified by the U.S. Department of Homeland Security's Immigration and Customs Enforcement as the subject of an outstanding federal felony arrest warrant.

428.6.2 REPORTING TO CALIFORNIA DEPARTMENT OF JUSTICE

The Investigation Bureau supervisor shall ensure that data regarding the number of transfers of an individual to immigration authorities, as permitted by Government Code § 7284.6(a)(4), and the offense that allowed for the transfer is collected and provided to the Records Supervisor for required reporting to the DOJ (Government Code § 7284.6(c)(2)(see the Records Bureau Policy).

428.7 U VISA AND T VISA NONIMMIGRANT STATUS

Under certain circumstances, federal law allows temporary immigration benefits, known as a U visa, to victims and witnesses of certain qualifying crimes (8 USC § 1101(a)(15)(U)).

Similar immigration protection, known as a T visa, is available for certain qualifying victims of human trafficking (8 USC § 1101(a)(15)(T)).

Any request for assistance in applying for U visa or T visa status should be forwarded in a timely manner to the Investigation Bureau supervisor assigned to oversee the handling of any related case. The Investigation Bureau supervisor should:

- (a) Consult with the assigned investigator to determine the current status of any related case and whether further documentation is warranted.
- (b) Contact the appropriate prosecutor assigned to the case, if applicable, to ensure the certification or declaration has not already been completed and whether a certification or declaration is warranted.
- (c) Address the request and complete the certification or declaration, if appropriate, in a timely manner.
 - 1. The instructions for completing certification and declaration forms can be found on the U.S. Department of Homeland Security (DHS) website.
 - 2. Form I-918 Supplement B certification shall be completed if the victim qualifies under Penal Code § 679.10 (multiple serious offenses). Form I-914 Supplement

Montebello Police Department

Montebello PD Policy Manual

Immigration Violations

B certification shall be completed if the victim qualifies under Penal Code § 236.5 or Penal Code § 679.11 (human trafficking).

- (d) Ensure that any decision to complete, or not complete, a certification or declaration form is documented in the case file and forwarded to the appropriate prosecutor. Include a copy of any completed form in the case file.
- (e) Inform the victim liaison of any requests and their status.



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Montebello

Street1: 1600 West Beverly Boulevard

Street2:

City: Montebello

State: CALIFORNIA

Zip Code: 90640

2. Authorized Representative's Name and Title:

Prefix: Mrs First Name: Vanessa Middle Name: Padilla

Last Name: Nava Suffix:

Title: Grants and Projects Administrator

3. Phone: 323-887-1200 ext 238

4. Fax: 323-887-1317

5. Email: vpadilla@cityofmontebello.com

6. Year Established:

1920

7. Employer Identification Number (EIN):

95-6000746

8. DUNS Number:

325590482

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☐ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Masquez & Company LLP

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 3

Enter the dollar amount of questioned costs (if none, enter "\$0"): Not Applicable

Were material weaknesses noted in the report or opinion?

☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☒ Yes ☐ No ☐ Not Sure

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that – (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure

TRAVEL POLICY

24. Does the applicant entity:	
(a) maintain a standard travel policy?	☒ Yes ☐ No
(b) adhere to the Federal Travel Regulation (FTR)?	☒ Yes ☐ No

SUBRECIPIENT MANAGEMENT AND MONITORING

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award – (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
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26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[Redacted]

Phone:

[Redacted]

Email:

[Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Vanessa Padilla Nava

Date: 08/20/2019

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other:

[Redacted]

Phone: 323-887-1200 ext 238



MONTEBELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Applicant Disclosure of Pending Applications

The City of Montebello does not have (and is not proposed as a sub-recipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for sub-awards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Approval of U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Coronavirus Emergency Supplemental Funding (CESF) Program**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that City Council:

1. Approve the use of grant funding awarded to the Police Department by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental Funding Program in the amount of \$43,393; and
2. Amend the Fiscal Year 2019-20 budget and increase appropriations by \$43,393 in a grant account in Fund 265 (Grants)
3. Take such additional, related, action that may be desirable.

BACKGROUND

The Coronavirus Emergency Supplemental (CESF) Program will provide funding to assist the Montebello Police Department (MPD) in preventing, preparing for, and responding to the Coronavirus. Allowable projects and purchases include: overtime, equipment (including law enforcement and medical personal protective equipment [PPE]), supplies (such as gloves, masks, sanitizer), and training expenses.

The MPD has worked tirelessly to procure PPE equipment, but just like every other agency has had a difficult time obtaining the necessary supplies. As a small agency with 70 sworn personnel, if staff tests positive for the virus the personnel resources will be strained significantly. Additionally, the funds will be used to prepare and train officers on how to properly protect themselves and respond to most medical catastrophes.

The MPD has and will continue to follow all guidelines set by the Centers for Disease Control and Prevention (CDC). The limited supply of PPE must be replenished

CITY COUNCIL AGENDA REPORT – Meeting of June 24, 2020

**Approval of U.S. Department of Justice (DOJ), Office of Justice Programs (OJP),
Bureau of Justice Assistance (BJA) Coronavirus Emergency Supplemental
Funding Program**

Page 2 of 2

constantly. The supplemental funding awarded under this Program will continue to protect officers while providing essential services to the Montebello community.

FISCAL IMPACTS

The City is being awarded \$43,393 from the U.S. Department of Justice's Coronavirus Emergency Supplemental Funding program (CESF). The City may request to drawdown funds in advance or on a reimbursement basis.

The proposed budget for the CESF program will be distributed as follows:

1. Personnel Costs (Overtime)	\$13,018
2. Training /Travel	\$6,559
3. Equipment	\$2,170
4. <u>Supplies</u>	<u>\$21,646</u>
TOTAL	\$43,393

SUMMARY

The Montebello Police Department has been awarded a CESF program award in the amount of \$43,393. The MPD is committed to continuing to provide the highest quality service to the community and will make its best effort to protect all officers and personnel. The support of the CESF program will aid in these goals and expand our efforts. City Council is being asked to amend the FY 2019-20 budget by increasing appropriations by \$43,393 in a grant account number in Fund 265 (i.e., the fund used to account for various grant awards).

ATTACHMENTS

1. CESF Solicitation
2. CESF Application and Documents

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a “state” or “states” includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

A. Program Description

Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must allow for sufficient tracking and traceability of CESF Program award funds. (See, e.g., 2 CFR 200.302.) It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

B. Federal Award Information

Maximum number of awards BJA expects to make	1,874
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award¹

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

Cost Sharing or Match Requirement

¹ For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

² The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”). The solicitation further expressly modifies the “Application Attachments” section of the OJP Grant Application Resource Guide by **not** incorporating the “Applicant Disclosure of Pending Applications,” “Applicant Disclosure and Justification – DOJ High Risk Grantees,” and “Research and Evaluation Independence and Integrity” provisions.)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf. If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”)

2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

3. **Budget Information and Associated Documentation**

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Please see the OJP Grant Application Resource Guide for information on the following:

4. **Indirect Cost Rate Agreement** (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

5. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)**

6. **Disclosure of Lobbying Activities**

How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

[Information Technology \(IT\) Security Clauses](#)

General Information about [Post-Federal Award Reporting Requirements](#)

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Appendix A: Application Checklist

Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

Eligibility Requirement:

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 6)
- ☐ Program Narrative (see page 7)
- ☐ Budget Detail Worksheet (see page 7)
- ☐ Budget Narrative (see page 7)
- ☐ Indirect Cost Rate Agreement (if applicable) (see page 7)
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☒ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s)

* Other (Specify)

*** 3. Date Received:**

04/24/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Montebello

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

95-6000746

*** c. Organizational DUNS:**

825590482

d. Address:

*** Street1:**

1600 West Beverly Boulevard

Street2:

*** City:**

Montebello

County/Parish:

*** State:**

CA: California

Province:

*** Country:**

*** Zip / Postal Code:**

90640

e. Organizational Unit:

Department Name:

Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

*** First Name:**

Vanessa

Middle Name:

Padilla

*** Last Name:**

Nava

Suffix:

Title:

Grants and Project Administrator

Organizational Affiliation:

*** Telephone Number:**

(323) 887-1200 ext 238

Fax Number:

*** Email:**

vpadilla@cityofmontebello.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2 Select Applicant Type

Type of Applicant 3 Select Applicant Type

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Justice

11. Catalog of Federal Domestic Assistance Number:

16.034

CFDA Title

Coronavirus Emergency Supplemental Funding Program Solicitation
FY 2020 Formula Grant Solicitation

*** 12. Funding Opportunity Number:**

2020-H1375-CA-VD

* Title

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance
Coronavirus Emergency Supplemental Funding Program Solicitation
FY 2020 Formula Grant Solicitation

13. Competition Identification Number:

Title

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Montebello Police Department's Emergency Response Team Seeking Additional Resources to Continue Providing Law Enforcement Officers and Staff with PPE in Response to the Coronavirus Pandemic

Attach supporting documents as specified in agency instructions

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

38

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

2020-03-3

* b. End Date:

2022-03-3

18. Estimated Funding (\$):

* a. Federal

\$43,393.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on

04/24/2020

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Rene

Middle Name:

* Last Name:

Bobadilla

Suffix:

* Title:

City Manager

* Telephone Number:

(323) 887-1350

Fax Number:

* Email:

rbobadilla@cityofmontebello.com

* Signature of Authorized Representative:



* Date Signed:

4/28/2020



MONTABELLO POLICE DEPARTMENT

"Dedicated to Superior Service"

Chief Brad Keller

Coronavirus Emergency Supplemental Funding Program Solicitation

Program Narrative

The coronavirus pandemic is an unprecedented health crisis, the likes of which most people have never seen or will ever see again in their lifetimes. The City of Montebello has worked diligently to adapt to the daily changing guidelines. It is critical to this community that all of our first responders and personnel remain healthy and COVID-19 free; of course, this is the same for all communities. Without our police employees, fire employees, grocery workers, delivery people and medical staff, to name a few, we will not beat this virus.

It is the goal of the City of Montebello to seek the support of the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance under the Coronavirus Emergency Supplemental Funding Program to increase our supply of personal protective equipment (PPE), cleaning and sanitizing supplies, train our officers and personnel to respond to incidents safely, and to continue in our mission to provide the community effective and professional police services of the highest quality.

The supplemental funding will benefit the efforts of the Montebello Police Department (MPD) to prevent, prepare, and respond to the coronavirus.

The budget for this project is as follows:

- 50% Equipment and supplies (PPE)
- 30% Overtime
- 15% Training
- 5% Computer software and hardware for virtual court hearings

The MPD has worked tirelessly to procure PPE equipment, but just like every other agency has had a difficult time obtaining the necessary supplies. As a small agency with roughly 70 sworn personnel, we were impacted greatly when a couple of our staff tested positive for coronavirus. Having to put officers other staff that may have been in contact with them into self-isolation has caused significant strain on our personnel budgets. Additionally, we wish to prepare and train our officers on how to properly protect themselves and respond to any medical catastrophes.

The MPD has and will continue to follow all guidelines set by the Centers for Disease Control and Prevention (CDC). Our very limited supply must replenish soon. The combined efforts of our City funds and the supplemental funding awarded under this program will continue to protect officers while providing essential services to our community.

Preparation

As first responders, law enforcement personnel train for all disasters. For example, the State of California and the Los Angeles area in particular are subject to unpredictable earthquakes, so we strive to be prepared at all times. However, each catastrophe requires a different plan and medical/health emergencies are not something law enforcement personnel typically face. The MPD has worked diligently to incorporate all CDC guidelines into existing policies and procedures. Specifically, the MPD has updated officer procedures when responding to calls for service. These changes require procuring appropriate PPE equipment and continuously updating officers and personnel on new coronavirus procedures regarding safety and recommended precautions.

The MPD's Policy 1016, describes the departments response to Communicable Diseases. However, putting the plan into action is easier said than done. The harsh fact is that the coronavirus has caught everyone unprepared. One of the first steps we took as an organization was to take an inventory of our equipment. Our grim discovery was that as a City, we were severely underprepared to protect our personnel from contamination. Our very limited supply of PPE was expired and unusable. Previously the Montebello Fire Department was in charge of inventorying medical supplies. Moving forward, it is the goal of MPD to have those crucial supplies on hand.

Over several weeks, the MPD worked to gather enough supplies to outfit all personnel with the required PPE including masks, goggles, disinfectant supplies, and disposable

clothing/gowns. Along with providing the PPE, we also emphasized and trained personnel on proper usage of the equipment to prevent accidental contamination.

As the coronavirus pandemic develops, it is necessary to grow and learn from our experiences. Aside from preparing with physical equipment, we have learned that preparing with information is just as important. The MPD has assigned Captain Lopez to seek and disperse all appropriate information to our officers and personnel. Captain Lopez researches his information from the CDC and the County of Los Angeles Public Health Services. There has been an overload of information in the media. Knowing it is being vetted and coming from a reliable source can be a comforting and reassuring attribute to our staff. Our goal will be to send all officers and personnel to training to teach them how to better respond to any medical/health catastrophe that may occur.

The MPD is not an isolated case, the entire nation is struggling to procure PPE. Through collaboration with other agencies like the Sheriff Departments, Montebello Fire Department, and local business and individuals the MPD has managed to gather up supplies. The MPD will continue to tap into every contact and resource to ensure our personnel are protected. Along with sharing our information with our community through our social media pages, these networks have also worked to connect donors to our department. We are grateful for the continued support of our community and will work to continuously post updates of our efforts in responding to the changing battle of the coronavirus.

Prevention

Initial reports of coronavirus were terrifying, but our human response is to think the horrible thing will never happen to us. The State of California implemented a Stay at Home Order very early in hopes of stopping the rapidly spreading killer disease.

According to New York Magazine," even relatively modest spread of a disease requires more than simple lockdown; it requires an aggressive program to identify those infected, isolate them, and monitor those they may have come into contact with, to be sure those people aren't themselves spreading the disease. This is the "test and trace" method of pandemic containment; among public-health experts, it is the ideal. The disease has spread far too quickly for this to work, the thing to do now will be a slower easement into "normal life" and as law enforcement we need to be prepared for what that response on our end would entail."

The MPD is successful in providing tests to personnel exposed to coronavirus. Yet, it is possible to be a positive carrier of the disease and be asymptomatic. In our field of work, there is no way to avoid interactions. Our officers may not know that someone has coronavirus until it is too late. Along with following all CDC procedures on appropriate PPE; all personnel have been instructed to avoid all unnecessary contact with members of the public at this time.

Our department has been fortunate to have the full support of our City's administration. Our goal is to limit potential contact to all staff. Along with adjusting staff like our Records and Evidence Technicians to work a staggered schedule by alternating working days, we have also moved all non-essential staff to work from home. In any Police Department, the staff that can work from home is limited but even taking that step to send those employees home could be the crucial step to keeping those people safe and healthy. We have worked to limit unnecessary contact with the public by closing our police department's lobby. The public is still able to call and request any police service we would normally offer. Additionally, all movement within the department has been reduced to only essential interaction. Even our briefings are held outdoors allowing for officers to appropriately social distance. Reducing risk to our officers and personnel is our number one priority and we will continue to prevent all potential contaminations.

The unavoidable reality is that someone in our department has tested positive for this disease. We will continue to protect our staff in every way possible. The MPD has hired professional cleaning services to clean common areas. We also provide hand sanitizing stations and cleaning supplies throughout the department. While we learn and adapt to the changes the coronavirus has brought, we must continue to follow all CDC procedures.

Response

In the initial shock of facing a pandemic our City has come together amazingly. Our City administrators and management have worked to disseminate pertinent information to our staff. A Local Emergency Ordinance was first presented to the City Council for approval on Thursday March 12. This step allowed our department to take immediate response in our everyday operations and to prepare for changes in future methods of operation.

The action of declaring a Local Emergency Ordinance propelled our department to take immediate response. Following guidelines and procedures, MPD Policy 1016, our Police Chief, assigned Sergeant Ruben Zabala as the Exposure Control Officer (ECO). The ECO then assembled an Emergency Response Team of 6 including; Captain Lopez, Captain Zeissig, Sergeant Marty, Corporal Ferrari, and Vanessa Nava.

The team was then tasked with checking on inventory, composing and distributing informative memos with up-to-date coronavirus information, procurement of crucial supplies, and composing a tactical plan. The team has been able to address many of the immediate needs of the department. The MPD is fortunate to have a community that is very supportive of law enforcement and many businesses donated PPE equipment.

The team is also working on having a Disaster Tactical Response Plan and the initial plan has already been approved by the City Manager. It is crucial as an agency we

have this plan in place since in our agency a couple of personnel have already tested positive for coronavirus. This plan ensures we have an operational plan should we need to work with limited staff and on modified deployment schedules. The MPD is ensuring our internal response is prepared for any response. The City has also activated an Emergency Operation Center which includes a self-quarantined center for not only first responders, but any city employee that may be exposed.

As response guidelines change, basic equipment and safety guidelines won't vary as much; we still need to protect our officers and staff. The coronavirus has changed the way we live and work. Some changes might be temporary, like having a virtual courthouse appearance, others might be long-lasting. Regardless, we must seek all resources available to help fund the changes we did not anticipate and must adapt to.

Conclusion

The City of Montebello has been adapting to the changes that seem to happen daily. With the continued support of the City administration and community, the Police Department has implemented changes to keep our staff safe. The harsh reality is no matter our efforts, our changes, or our budget, the disease has reached our home, our backyard. The coronavirus is indiscriminate in that it affects the world in the most basic way we live our life. The coronavirus forces a complete change to the way our most basic tasks are performed. Following guidelines is the only way to go, but as law enforcement we can not stay home.

Our goal is to make it to the end of this literal marathon and exclaim, "We might have overreacted, but at least a lot of us are safe and healthy." Once this pandemic is over, we will continue to incorporate all we have learned from the coronavirus. As a law enforcement community, we need to train to respond to any catastrophe.

The coronavirus is unlike what anyone has ever experienced. There is uncertainty about what the worst-case scenario can be and what we are experiencing. The Montebello Police Department is committed to continuing to provide the highest quality service to the community and will make its best effort to protect all officers and personnel. The support of the Coronavirus Emergency Supplemental Funding Program will aid in these goals and expand our efforts.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

Yes

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Average Officer Salary	Patrol Officer	\$52.07	hourly	250	100%	\$13,018		\$13,018
Total(s)						\$13,018	\$0	\$13,018

Narrative

The Montebello Police Department will use funding for personnel costs to pay for Officer overtime. The officers assigned to work overtime will be used to ensure that a full team is working at all times.

Purpose Area #4

B. Fringe Benefits						
Name <i>List each grant-supported position receiving fringe benefits.</i>		Computation <i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Lodging, Meals, Etc.</i>	Basis <i>Per day, mile, trip, Etc.</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Medical/Health Emergency Response and Preparedness Training	Location to be determined	Meals	Day	\$12.00	1	55	1	\$660		\$660
Medical/Health Emergency Response and Preparedness Training	Location to be determined	Other	N/A	\$90.00	1	55	1	\$4,950		\$4,950
Medical/Health Emergency Response and Preparedness Training	Location to be determined	Mileage	Mile	\$0.58	30	55	1	\$949		\$949
Total(s)								\$6,559	\$0	\$6,559
Narrative										
The Montebello Police Department sworn staff will attend training related to responding and preparing to medical or health emergencies and catastrophes. This training will ensure that staff has implemented appropriate measures and that we adequately prepare for any future events. All staff will attend local training and will be use their own personal vehicle to commute to training. Mileage will be paid at the federal rate set by the IRS for 2020 at 57.5 cents.										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Computer Hardware	1	\$1,084.50	\$1,085		\$1,085
Computer Software	1	\$1,084.50	\$1,085		\$1,085
Total(s)			\$2,170	\$0	\$2,170
Narrative					
As the judicial systems adjust to the coronavirus era, the Montebello Police Department will purchase software to connect to the court system electronically. This technology will allow for virtual court arraignments. This change will limit our officers and personnel exposure to potentially postive coronavirus people. We are following our agacency's procurement policies.					

Purpose Area #4

E. Supplies					
Supply Items <i>Provide a list of the types of items to be purchased with grant funds.</i>	Computation <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Face Masks	450	\$12.00	\$5,400		\$5,400
Goggles	200	\$15.00	\$3,000		\$3,000
Gloves	20	\$100.00	\$2,000		\$2,000
Disposable Clothing Covers	225	\$7.00	\$1,575		\$1,575
Cleaning/Disinfectant Wipes	400	\$7.00	\$2,800		\$2,800
Hand Sanitizer	100	\$30.00	\$3,000		\$3,000
Cleaning Solution	60	\$10.00	\$600		\$600
Misc. Cleaning/Disinfectant Supplies	1	\$3,271.00	\$3,271		\$3,271
Total(s)			\$21,646	\$0	\$21,646
Narrative					
The City of Montebello Police Department has followed the Center for Disease Control and Prevention (CDC) guidelines in creating a necessary supply list. The supplies will also be used to ensure that the officer's work spaces in their vehicles and in the facility are kept clean. The officers have also been trained on the proper usage of the equipment.					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description	Purpose		Consultant?					
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
					Total Cost	Non-Federal Contribution	Federal Request	
							\$0	
Total(s)					\$0	\$0	\$0	
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total					\$0	\$0	\$0	
Narrative								
H. Procurement Contracts								
Description	Purpose		Consultant?					

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			
					Total Cost	Non-Federal Contribution	Federal Request
							\$0
				Total(s)	\$0	\$0	\$0
Consultant Travel (if necessary)							
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>				
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution
						\$0	\$0
				Total		\$0	\$0
Narrative							
I. Other Costs							
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		Computation <i>Show the basis for computation</i>					

Purpose Area #4

	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

Purpose Area #4

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: City of Montebello

Street1: 1600 West Beverly Boulevard

Street2:

City: Montebello

State: CALIFORNIA

Zip Code: 90640

2. Authorized Representative's Name and Title:

Prefix: Mrs First Name: Vanessa

Middle Name: Padilla

Last Name: Nava

Suffix:

Title: Grants and Project Administrator

3. Phone: (323) 887-1200

4. Fax:

5. Email: vpadilla@cityofmontebello.com

6. Year Established:

1920

7. Employer Identification Number (EIN):

956000746

8. DUNS Number:

825590482

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☐ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: **Vasquez and Company, LLP**

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **1**

Enter the dollar amount of questioned costs (if none, enter "\$0"): **\$0**

Were material weaknesses noted in the report or opinion? ☒ Yes ☐ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- ☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- ☒ Yes ☐ No ☐ Not Sure
☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- ☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[REDACTED]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[REDACTED]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

[REDACTED]

Phone:

[REDACTED]

Email:

[REDACTED]

(d) Reason for "high risk" status, as set out by the federal agency:

[REDACTED]

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Vanessa Padilla Nava

Date: 2020-04-06

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

☒ Other: Grants and Project Adm

Phone: (323) 887-1200

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: City of Montebello Police Department 1600 West Beverly Boulevard Montebello, CA 90640 Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known: _____		
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance			7. Federal Program Name/Description: Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation CFDA Number, if applicable: 16.034		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 43,393.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Vanessa Nava</u> Print Name: <u>Vanessa Nava</u> Title: <u>Grants and Project Administrator</u> Telephone No.: <u>(323) 887-1200</u> Date: <u>4/7/2020</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla P.E., City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: Fiscal Year 2020-21 Budget Adoption

DATE: June 24, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a resolution adopting the Fiscal Year 2020-21 operating and capital budgets for all funds;
- 2) Approve a resolution adopting the compensation plan and table of organization for Fiscal Year 2020-21;
- 3) Approve a resolution establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit)

BACKGROUND

The development of the Fiscal Year 2020-21 operating and capital budget has culminated in this presentation of a \$144.039 million all funds spending plan. Furthermore, the General Fund budget will present a surplus of \$19,600. Significant efforts by staff to right-size the budget have paid off as the General Fund budget is balanced for FY 2020-21.

There have been three Budget Study Sessions where Staff presented preliminary budget plans and forecasts to the City Council: May 8, May 22 and June 3, as well as a final budget overview presentation at the June 10, 2020 regular City Council meeting. At each Budget Study Session and City Council meeting, the City Council and the public had the opportunity to hear about projected revenue and expenditures for FY 2020-21, the impact that the coronavirus has had on the local economy and sources of revenue, Department overviews, and an overview of unmet infrastructure, equipment and capital needs, and other information useful in developing the budget.

This budget – tempered by significant negative impacts on revenue due to the pandemic and related public health responses – moves the organization forward and provides the services and programs key to City Council's priorities. Some of the recent

CITY COUCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

FISCAL YEAR 2020-21 BUDGET ADOPTION

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accomplishments over the past ten months that positively impact the FY 2020-21 budget and the entire organization are:

- Passage of a three-quarter cent sales tax measure (Measure H), approved by 62% of Montebello's voters
- Elimination of the City's Unfunded Actuarial Liability (UAL) by issuing \$153.4 million in Pension Obligation Bonds (POBs)
- Completion of a park and facilities needs assessment study
- Issuing \$25 million in bonds backed by Metro Local Return Fund revenue for the citywide "Paving the Way" program
- Upgrade of the City's credit rating to "A+" (from "A")
- Achieving agreement on labor contracts (Memorandum of Understanding) with all eight employee groups through December, 2021
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Awarding of an energy conservation project contract to provide energy savings through lighting, HVAC and roof repairs and upgrades
- Significant progress made on the Taylor Ranch Park project

The General Fund budget, which provides funding for everyday services our residents enjoy – Police, Fire, community services, code enforcement, streets and park maintenance – currently, presents a \$19,600 surplus. General Fund proposed expenditures of \$55.682 million are just below forecasted revenue of \$55.701. Put into perspective, the FY 2019-20 budget was adopted with a \$2.840 million deficit – without the negative impacts to revenue of the coronavirus or the positive impacts to sales tax from Measure H.

The table below provides a summary of General Fund expenditures and revenue:

			FY 20-21 PROPOSED BUDGET
	Draft Preliminary Expenditures		\$55,681,500
	Draft Preliminary Revenues		\$55,701,100
	Surplus / (Deficit)		\$ 19,600

Total, all funds expenditures are projected to be \$144.039 million against \$139.252million in revenue. These appropriations include General Fund operations as well as Transit (Montebello Bus Lines), the Golf course, the Hilton Garden Inn and Home2Suites, various Capital Improvement Program (CIP) projects funded with Local Return Funds (i.e., Measure R, Proposition C) and Federal and State grants,

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Community Development Block Grant (CDBG) programs, and many other projects, programs and operations funded with various sources of revenue (i.e., grants).

Revenue and Expenditures typically do not equal each other due to capital improvement program funding. Multi-year capital projects will expend funds as necessary, sometimes using special fund reserves, with revenue reimbursing the fund as the project is completed.

There are three attachments to this report – each with exhibits specific to the resolution. Attachment 1, the budget adoption resolution, includes multiple exhibits providing high-level information on revenue, expenditures, positions, and related budget information. Budget books have been provided to the City Council and Executive Management Team members, as well as an electronic copy on the City's website available for public review and consumption. The following paragraphs provide a high-level summary of the budget book components. Much more detailed information can be found in the Budget Message at the beginning of the budget book.

FISCAL IMPACTS**General Fund**

The City receives the majority of its revenue from Sales Tax. The passage of Measure H will provide an additional \$6.0 million in revenue in FY 2020-21. It should be noted that the negative impacts of the pandemic on the economy will reduce sales tax revenue next year. The other major source of General Fund revenue is property tax. Fortunately, due to the timing of the assessment of property, any negative impacts from the coronavirus on property values will not be seen until FY 2021-22.

Overall General Fund revenue is projected to be \$4.355 million higher than the FY 2019-20 adopted budget. The table below summarizes revenue by major category:

	FY 18-19 ACTUALS	FY 19-20 ADOPTED BUDGET	FY 20-21 PROPOSED	Variance
Sales and Use Taxes	\$14,031,972	\$13,146,732	\$18,241,000	\$ 5,094,268
Property Tax	\$12,191,978	\$12,740,406	\$13,026,000	\$ 285,594
Other Taxes	\$ 2,838,573	\$ 2,973,385	\$ 2,871,000	\$ (102,385)
License and Permits	\$ 4,905,323	\$ 5,149,761	\$ 4,533,300	\$ (616,461)
Cannabis Fees	\$ 1,326,160	\$ -	\$ 350,000	\$ 350,000
Charges for Services	\$ 6,657,595	\$ 6,914,613	\$ 7,189,300	\$ 274,687
Fines and Forfeitures	\$ 2,165,922	\$ 2,023,693	\$ 2,600,000	\$ 576,307
Other Revenue	\$ 2,777,574	\$ 2,508,823	\$ 2,590,500	\$ 81,677
Tansfers In	\$ 6,758,437	\$ 5,888,806	\$ 4,300,000	\$(1,588,806)
TOTAL GF Revenue	\$53,653,533	\$51,346,218	\$55,701,100	\$ 4,354,882

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As for expenditures, the majority of General Fund appropriations are dedicated to public safety: Fire and Police, comprising 58.7% of the budget. The \$55.682 million in proposed expenditures provide funding for planning, building, public safety, parks landscape, street maintenance, risk management, payroll, community services, and other essential services.

The table below provides expenditure information by Department:

	FY 19-20 ADOPTED BUDGET	FY 19-20 AMENDED BUDET	FY 20-21 PROPOSED BUDGET	VAR PROP - ADOPTED
ADMINISTRATION	851,552	876,552	1,282,700	431,148
ELECTED	472,886	602,886	359,200	(113,686)
CITY ATTORNEY	500,000	500,000	542,500	42,500
HUMAN RESOURCES	1,234,517	1,234,517	1,312,200	77,683
PUBLIC WORKS	8,946,744	9,545,301	8,329,500	(617,244)
FINANCE	2,364,003	2,364,003	2,158,800	(205,203)
COMMUNITY DEVELOPMENT	1,784,894	1,969,894	2,140,800	355,906
PARKS AND RECREATION	4,741,296	5,346,296	4,467,100	(274,196)
POLICE	18,905,959	19,015,959	18,989,500	83,541
FIRE	11,908,253	12,100,109	13,690,200	1,781,947
NON-DEPARTMENTAL	2,476,595	7,133,128	2,409,000	(67,595)
	54,186,700	60,688,646	55,681,500	1,494,800

The 2.8% increase in appropriations in FY 2020-21 over FY 2019-20 encompasses many changes. With salary and benefits comprising 64.7% of the General Fund budget, changes made in this category will have the greatest impact on expenditures. Maintenance and Operations comprises 31.4%, and Debt and Lease Payments make up the remaining 3.9% of the proposed General Fund budget:

General Fund Category	FY 2020-21 Proposed Budget	% of Budget
Salary and Benefits	\$ 36,033,000	64.7%
Maintenance and Operations	\$ 17,494,400	31.4%
Debt and Lease Payments	\$ 2,154,100	3.9%
Capital Outlay	\$ -	0.0%
	\$ 55,681,500	100.0%

The FY 2020-21 budget is being developed utilizing a “modified zero-based budgeting” approach. The term “modified” is being utilized due to the impacts of responding to the challenges of the pandemic, and the difficulties it has placed on Staff to manage a typical budget process. However, regardless of these challenges, Departments have worked closely with Administration and Finance to craft budgets that seek to right-size the organization, leading to the development of a balanced General Fund budget that incorporates supplemental requests and enhances services and programs across the organization.

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These efforts at right-sizing have resulted in the ability to reduce certain budget items, while not reducing or sacrificing services to residents through the improved use of cost allocation – utilizing more restricted funds such as Gas Tax for specific services, thus relieving the General Fund of the expense burden. In fact, the right-sizing efforts have allowed departments to better deploy limited budgetary resources where needed to better address long-ignored maintenance and other needs.

This redeployment is most obvious through the inclusion of many supplemental budget requests made by departments through the budget development process. In addition to \$250,000 in funding to update the City's General Fund – the first such update in forty-eight years – funding for new or expanded programs, purchase of equipment, and upgrades and repairs to City facilities is included in the citywide \$144.039 million all funds spending plan.

Funding for 100 Year Anniversary celebrations is included in the Administration budget (\$58,000), with the anticipation that additional funding will be included in the FY 2021-22 budget. There is also funding for a classification and compensation study (\$90,000), enhanced information technology support for public safety and transit (\$190,000), and the addition of ten (10.0) new full-time positions across the organization.

The Fire Department is receiving the majority of the funding for supplemental requests. Due to the deferment of equipment purchases, items such as turnouts for firefighters, ladders, hoses, and heavy equipment are beyond “end of life” and must be replaced. More than \$500,000 is included in the FY 2020-21 budget to make these equipment and personal protective equipment purchases. This funding will help ensure the safety of our Fire Department personnel, as well as assist with the Department's daily emergency operations.

Other Funds

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

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

The City also uses Enterprise Funds to account for Transit, Golf, Water and Hotel (Hilton Garden Inn and Home2Suites) operations. The table below presents a high-level overview of the Hilton Garden Inn, Home2Suites, Transit and Golf funds, showing

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total expenditures, revenue and surplus or deficit for FY 2018-19, current fiscal year and FY 2020-21 proposed:

	FY 2018-19 ACTUALS	FY 2019-20 ADOPTED BUDGET	FY 2019-20 AMENDED BUDGET	FY 2020-21 PROPOSED BUDGET
Hilton Garden Inn				
EXPENDITURES	5,159,097	6,335,162	6,335,162	4,954,000
REVENUE	6,459,536	7,219,284	7,219,284	6,355,000
SURPLUS / (DEFICIT)	1,300,439	884,122	884,122	1,401,000
Home2Suites				
EXPENDITURES	7,189,448	10,009,659	10,009,659	9,382,800
REVENUE	7,952,204	10,051,630	10,051,630	9,630,000
SURPLUS / (DEFICIT)	762,756	41,971	41,971	247,200
Transit				
EXPENDITURES	27,780,490	29,783,084	30,500,625	30,777,500
REVENUE	31,253,905	32,775,553	32,775,553	31,212,900
SURPLUS / (DEFICIT)	3,473,415	2,992,469	2,274,928	435,400
Golf				
EXPENDITURES	2,445,736	3,350,982	3,550,982	3,141,000
REVENUE	2,973,964	3,350,982	3,350,982	2,170,000
SURPLUS / (DEFICIT)	528,227	(0)	(200,000)	(971,000)

Transit

The largest enterprise fund -- as measured by total expenditure and revenue appropriations -- is Transit, Fund 600 (Montebello Bus Lines). This fund accounts for the various sources (Proposition A, Federal Transit Administration, etc.) and uses of funds (salaries, maintenance, equipment purchases, etc.). The FY 2020-21 proposed Transit budget -- excluding grants (Fund 270) and Senate Bill 1 (SB 1) State of Good Repair funding (Fund 202) -- includes \$30.778 million in expenditures balanced against \$31.213 in revenue. Staff is continuing to analyze the Transit budget and adjustments will be made prior to presentation of the final proposed budget.

Hotels

The City owns two hotels and contracts with a third-party management company to operate them. The Hilton Garden Inn (HGI) was closed in March due to low occupancy caused by the impact of “shelter in place” orders. This closing coincided with a complete remodel of the hotel, the first since it opened over fifteen years ago. While unfortunate, the closing will allow the renovation to be completed ahead of schedule.

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Hotel management is working on a re-opening plan, basing decisions on the completion of renovations as well as the relaxation of “shelter in place” and related restrictions.

Even with the negative impact from the coronavirus pandemic on occupancy, the Hilton Garden Inn is forecasted to have a surplus in FY 2020-21. Staff has consulted with the bond trustee and confirmed that debt service is fully funded for the next two years. That is, even with reduced income due to the coronavirus induced closing, there is sufficient revenue in existing trustee accounts to pay debt service through FY 2021-22.

The recent refinancing of HGI debt (December 2019) is a positive move, providing significant debt service savings for the next three years by restructuring the debt to be interest only during that time period. This refinancing made economic sense – taking advantage of historically low interest rates – and has been fortuitous in timing. The reduced debt service coinciding with reduced income from lower occupancy.

The Home2Suites hotel remains open, with occupancy suffering due to the pandemic. However, in recent months occupancy has been climbing and management is confident it will reach pre-pandemic levels as business travel returns. The debt service on the Home2Suites (H2S) is greater than Hilton Garden Inn, given the larger outstanding balance (Series 2016A) of bond funds. However, H2S has done well enough that debt service is fully funded for the next two years as well.

Both hotels are well positioned to take advantage of any post-coronavirus rebound in leisure and business travel. Their revenue accounts are healthy, and projected operating revenue – tempered given economic conditions at large – will be sufficient to support operations and debt service payments.

Golf

The City recently changed operators of the Golf course (February, 2020). Shortly after making this change, the golf course was closed in response to coronavirus related health and safety orders. Early indications are the new operator will be able to reduce expenditures and increase revenue. The goal is to right-size operations to reduce – and eventually eliminate – the General Fund subsidy of the Golf Course.

Staff is presenting a request to the City Council to issue a RFP for landscape maintenance services at the golf course. It is estimated that contracting for this service will save the Golf Fund approximately \$350,000 - \$400,000 per year. Along with the operational improvements being made with the new professional course operator, General Fund support for the Golf Fund will decrease in FY 2020-21. Staff is continuing to analyze operations to find ways to further reduce – and eventually eliminate – all General Fund support of golf operations in future years.

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Supplemental Requests

The June 3, 2020 Budget Study Session included extensive discussion of unfunded capital, equipment, infrastructure, technology and related needs. Staff presented an extensive list of items and estimated costs. The City Council provided direction and Staff worked to prioritize the various supplemental requests. Improved cost allocation – shifting staffing and maintenance and operations expenses to non-General Fund sources – created room in the General Fund to include more than \$500,000 in supplemental requests.

In addition to \$58,000 for various 100 Anniversary events included in the FY 2020-21 budget, there is funding for a class and compensation study (\$90,000), enhanced 24/7 information technology support for public safety and transit (\$190,000), \$35,000 for an additional Police Department drone, and \$250,000 for initial work on updating the General Plan.

The largest dollar amount of supplemental requests is in the Fire Department budget. The significant deferment of equipment replacement has meant the need for the following purchases:

- Fire Hose replacement: \$40,000
- Jaws of Life replacement: \$50,000
- Turnouts (additional sets): \$75,000
- Self-Contained Breathing Apparatus: \$60,000
- Ladder replacement: \$45,000
- Cardiac Monitors replacement: \$107,000
- Firehouse Reporting Platform (software): \$11,200
- Grant-writer: \$65,000
- Team Building/Coaching Consultant: \$48,400

This additional funding will help ensure the safety of our fire personnel, as well as assist with providing the ability to respond to all emergencies in our community effectively. Many of these expenditures are non-recurring, and the FY 2021-22 budget will be reduced by not having to include many of these equipment related expenditures. Improved planning in future budgets will mean the inclusion of sufficient funding to replace essential equipment sooner, smoothing out these types of expenditures.

There are many more unfunded, essential needs which were presented at the June 3, 2020 budget study session. Some items can wait until the sale of the City's water system is completed and proceeds are available. The use of reserves for various one-time expenditures would be appropriate and Staff will return to City Council with an updated plan once these water system sale funds are available.

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In addition, Staff is coordinating with our League of Cities partners as well as State and Federal elected officials to determine the availability of pandemic response related funding for other needs that would qualify to be purchased using such sources of funding. The City is already certain of approximately \$391,000 in CDBG related CARES Act funding. There will be a second tranche of CDBG CARES Act funding in FY 2020-21, as well as funding from the State of California's share of CARES Act funds. In addition, there is discussion of another round of Federal funding for smaller cities left out of the first CARES Act.

SUMMARY

The budget presented – a \$144.039 million all funds spending plan – provides essential services to Montebello residents and visitors and progresses the City Council's vision. Much progress has been made financially and operationally in Montebello over the past twelve months. This budget continues that forward progress while moving the City closer to long-term financial stability. The clearest evidence of this progress is the presentation of a balanced General Fund budget, with a \$19,600 surplus for Fiscal Year 2020-21.

City Council is being asked to approve the budget, approve the compensation resolution, and approve a resolution setting an appropriations limit as required by State Government Code.

Attachments:

- 1) Resolution adopting the Fiscal Year 2020-21 operating and capital budgets for all funds, Exhibits A1, B1, and C1;
- 2) Resolution adopting the compensation plan and table of organization for Fiscal Year 2020-21;
- 3) Resolution establishing a Fiscal Year 2020-21 appropriations limit Government Code Section 7190 (Gann Limit), Exhibit A, Exhibit B

RESOLUTION NO _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA ADOPTING AN OPERATING
AND CAPITAL BUDGET FOR FISCAL YEAR 2020-21**

WHEREAS, the City Council has received and considered the Proposed budget for Fiscal Year 2020-21 presented through staff reports, Budget Study Sessions, Strategic Planning Sessions, and information received in two noticed regular meeting on the City Budget; and,

WHEREAS, the original of said Proposed Budget will be revised so as to reflect each and all of the amendments, changes, and modifications which the city Council, up to the time of adoption of this resolution including any actions taken at the June 24, 2020 meeting, believes should be made in said Proposed Budget as so submitted and to correct any non-substantive errors discovered.

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

SECTION 1. That the Proposed Budget for Fiscal Year 2020-21, a complete copy of which has been proposed to the City Council and made available to the public and incorporated by this reference as though fully set forth herein, and which is summarized in Exhibits A and B, attached hereto, is hereby approved and adopted.

SECTION 2. That the Estimated Revenue and Transfers In for all funds for Fiscal Year 2020-21, a summary of which is attached as Exhibit A1 and incorporated by this reference as though fully set forth here, is hereby approved and adopted. When combined with reserves, the Estimated Revenue and Transfers In for Fiscal Year 2020-21 are sufficient to fund the appropriations set forth in the Proposed Budget for Fiscal Year 2020-21.

SECTION 3. That the Proposed Appropriations and Transfers Out for all Funds for Fiscal Year 2020-21, a summary of which is attached as Exhibit B1 and incorporated by this reference as though fully set forth herein, providing appropriations summaries of details currently contained in the City's accounting system, including technical adjustments related to Transfers In and Transfers Out, and detail of estimated revenue, is approved and adopted.

SECTION 4. That the Master Position Control, attached hereto as Exhibit C1, and incorporated by this reference as though fully set forth herein, are hereby approved and adopted. The City Manager, subject to compliance with all applicable Municipal Code and Personnel Rules and Regulations, may revise the Tables of Organization and Master Position Control as needed and necessary for the operation of the City.

SECTION 5. That the Salary Schedules/Tables for all authorized positions are updated and approved so as to reflect the salary provisions in effect for all approved Memoranda of Understanding (MOU) between the City and all recognized bargaining groups (Exhibit z) as detailed in the separate “Resolution Adopting the Compensation Plan and Table of Organization” that is also adopted at the same meeting as the Fiscal Year 2020-21 Operating and Capital Budget.

SECTION 6. That from the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments for the respective objects and purposes therein named; provided however that:

SECTION 6.1. Department Directors are hereby authorized to move appropriations from one object to another, within each budgetary program/division and within the same fund, provided that total approved appropriations for a budget program and within the same fund are not exceed; and,

SECTION 6.2. The Director of Finance is hereby authorized to transfer operating budget appropriations within the same fund between departments, divisions, programs and/or object codes, provided total appropriations for a Department by fund are not increased.

SECTION 7. That changes to total Department appropriations, total fund appropriations, all other changes to Capital Improvement Program appropriations not specified in Section 6 et al of this resolution, transfers to and/or from appropriated reserves, cancellation of appropriations, and appropriations of fund balances shall require the majority approval of the City Council.

SECTION 8. That the Capital Improvement Program (CIP) contained in the Proposed Budget for Fiscal Year 2020-21 (Exhibit D) is hereby approved in concept, and the Director of Public Works, or his/her designee is authorized to publicly advertise for bids on these projects in accordance with State of California statues and City of Montebello Municipal Code.

SECTION 9. That construction of Capital Improvement Projects requires the use of professional services such as engineering oversight, geo-technical, water testing, project management, design, survey and other required studies and activities. Funding for these professional services is included within each Capital Improvement Project’s budget as set forth in the Proposed Budget for Fiscal Year 2020-21, and specifically as presented in Exhibit D. Consistent with State of California statutes and City of Montebello Municipal Code sections covering procurement of professional services, the City Council hereby authorizes the City Manager, or designee, to enter into any necessary professional services agreements to faciliate the completion of an approved Capital Improvement Project.

SECTION 10. That all encumbrances remaining as of June 30, 2020, after thorough review by appropriate Finance Department staff, will either be released or re-appropriated for use in Fiscal Year 2020-21 as appropriate, in the respective funds,

departments, programs and accounts/objects, thus adjusting the adopted budget by the encumbered amount carried over without further City Council action required.

SECTION 11. That all active Capital Improvement Program appropriation balances that existed as of June 30, 2020 will be re-appropriated for use in Fiscal Year 2020-21, as appropriate without further City Council action required.

SECTION 12. That the City Clerk shall certify and record the adoption of this Resolution and the same shall be in full force and effect unless repealed or superseded.

APPROVED and ADOPTED this 24th day of June, 2020.

SALVADOR MENDEZ, MAYOR

ATTEST:

IRMA BARAJAS, CITY CLERK

APPROVED AS TO FORM:

ARNOLD M ALVAREZ-GLASMAN
CITY ATTORNEY



City of Montebello
Citywide (All Funds) Summary
Revenues by Fund
FY 2016-17 - FY 2020-21

Fund Number - Description	FY 2016-17 Actuals	FY 2017-18 Actuals	FY 2018-19 Actuals	FY 2019-20 Adopted Budget	FY 2019-20 Amended Budget	FY 2020-21 PROPOSED Budget
100-General	57,292,985	55,660,335	55,201,506	51,346,218	51,346,218	55,701,100
200-Highway Users Tax	1,215,477	1,352,346	1,311,052	1,677,564	1,677,564	1,604,300
201-SB1 - Road Maint. & Rehab. (RMRA)	-	294,840	1,169,627	1,069,807	1,069,807	1,223,400
202-SB1 - Transit-State of Good Repairs (STA/SGR)	-	225,478	-	1,513,305	1,513,305	1,530,100
205-Retirement	11,446,044	11,827,362	12,931,143	13,462,763	13,462,763	13,604,000
210-Prop A - Streets	1,176,443	1,206,814	1,318,846	1,324,709	1,324,709	1,381,200
215-Prop C - Streets	1,039,235	1,030,570	1,261,439	1,149,338	1,149,338	1,150,300
220-Measure R - Streets	785,559	762,550	831,351	838,051	838,051	858,900
221-Measure A - Parks	-	-	-	197,298	197,298	600,000
222-Measure M Streets	-	675,864	917,497	931,937	931,937	966,000
223-TDA - Sidewalks	-	-	88,659	46,605	46,605	47,500
225-Metro-Link	268,009	-	-	-	-	-
230-Drug Enforcement - Asset Forfeitures	200,067	15,557	908,774	5,000	5,000	-
235-Supplemental Law Prop. 172	141,829	105,985	156,089	159,317	159,317	154,000
240-Justice Assistance Grants (JAG)	350	791	1,366	1,254	1,254	-
243-Local Law Enforcement Block Gr	-	-	-	-	-	-
245-Air Quality Management District Grant (AQMD)	85,337	90,219	97,969	97,095	97,095	86,000
250-Park Development	780	523	680	-	-	-
255-Community Development Block Grants (CDBG)	1,007,067	1,283,134	860,520	990,766	990,766	1,141,000
260-HOME funds	456,328	161,560	3,654	269,841	269,841	300,000
265-Grants	54,270	52,450	72,077	67,760	67,760	21,000
270-Transit Grants	7,615	9,061	27,656	-	-	-
300-Prop A Exchange	1,434,066	2,514	3,109	-	-	-
400-Debt Service I	-	-	-	-	-	-
410-Debt Service (Golf Course/City Hall Bonds)	65,241,935	1,466,882	1,505,329	1,501,864	1,501,864	-
500-Trust & Agency	442,387	172,606	419,452	467,620	467,620	-
600-Transit	25,653,790	27,655,261	31,253,845	32,775,553	32,775,553	31,212,900
605-Water	2,333,695	3,053,867	3,203,208	2,627,830	2,627,830	2,610,000
610-Golf	3,154,768	3,408,835	2,973,964	3,350,982	3,350,982	2,144,900
615-Detention	391,810	443,395	74,170	-	-	-
620-Hilton	8,107,772	7,197,487	14,242,762	7,219,284	7,219,284	6,355,000
625-Hotel2Suites Hotel	48,144,283	433,552	7,952,204	10,051,630	10,051,630	9,630,000
700-Self Insurance	7,402,348	6,831,099	7,397,377	7,372,269	7,372,269	6,929,900
720-Corporate Shop	1,335,643	7,170	572,499	-	-	-
725-Equipment Reserve	-	-	-	-	-	-
800-Successor Agency	432,824,378	273,735,128	8,517,021	7,627,546	7,627,546	-
810-Housing Authority Successor	5,760	5,760	36,760	3,672	3,672	-
900-Capital Assets Fund	-	-	-	-	-	-
Grand Total	671,650,031	399,168,995	155,311,605	148,146,877	148,146,877	139,251,500



City of Montebello
Citywide (All Funds) Summary
Expenditures by Fund
FY 2016-17 - FY 2020-21

Fund Number - Description	FY 2016-17 Actuals	FY 2017-18 Actuals	FY 2018-19 Actuals	FY 2019-20 Adopted Budget	FY 2019-20 Amended Budget	FY 2020-21 PROPOSED Budget
100-General	53,906,512	52,365,419	52,335,129	54,186,700	60,688,646	55,681,500
200-Highway Users Tax	800,000	2,531,106	1,478,146	308,606	1,732,770	683,700
201-SB1 - Road Maint. & Rehab. (RMRA)	-	278,090	115,693	-	2,106,065	-
202-SB1 - Transit-State of Good Repairs (STA/SGR)	-	208,665	2,755	-	-	-
205-Retirement	8,763,538	9,638,281	9,949,505	11,404,238	11,404,238	12,376,400
210-Prop A - Streets	1,268,009	1,000,000	-	-	1,324,709	300
215-Prop C - Streets	666,152	742,903	557,363	50,000	4,120,588	851,500
220-Measure R - Streets	371,569	979,862	510,170	98,000	4,275,386	975,900
221-Measure A - Parks	-	-	-	-	-	1,008,000
222-Measure M Streets	-	44,030	704,742	1,231	3,887,826	787,200
223-TDA - Sidewalks	-	-	88,659	-	85,390	-
225-Metro-Link	268,009	1	-	-	-	-
230-Drug Enforcement - Asset Forfeitures	1,050,745	933,293	1,191,059	565,667	598,348	445,000
235-Supplemental Law Prop. 172	81,124	64,430	438,058	350,000	350,000	346,800
240-Justice Assistance Grants (JAG)	-	-	-	-	-	-
243-Local Law Enforcement Block Gr	-	-	-	-	-	-
245-Air Quality Management District Grant (AQMD)	30,446	32,658	241,363	31,205	323,554	336,300
250-Park Development	106,824	9,854	14,500	-	-	-
255-Community Development Block Grants (CDBG)	765,968	1,055,687	742,491	677,681	677,681	611,100
260-HOME funds	333,555	115,163	11,925	269,841	269,841	-
265-Grants	57,909	45,639	151,408	54,436	54,436	44,400
270-Transit Grants	1,083,666	1,522,894	1,716,026	-	-	142,700
300-Prop A Exchange	1,556,800	211,053	-	-	120,000	18,700
400-Debt Service I	0	-	-	-	-	-
410-Debt Service (Golf Course/City Hall Bonds)	55,944,330	2,567,838	1,509,897	1,501,864	1,501,864	3,345,200
500-Trust & Agency	212,604	229,893	479,951	186,722	186,722	125,000
600-Transit	27,194,905	32,502,886	32,635,053	29,783,084	30,506,445	30,777,500
605-Water	2,295,771	2,253,060	2,595,592	2,415,098	2,415,098	2,223,800
610-Golf	2,745,204	3,299,462	2,818,036	3,350,982	3,550,982	3,141,000
615-Detention	435,281	445,589	-	-	-	-
620-Hilton	7,566,253	5,213,000	5,240,638	6,335,162	6,335,162	4,954,000
625-Hotel2Suites Hotel	41	2,685,753	8,112,049	10,009,659	10,009,659	9,382,800
700-Self Insurance	8,320,319	10,140,689	10,379,967	7,397,140	7,407,140	7,479,300
720-Corporate Shop	410,369	370,877	1,910,808	1,630,166	1,630,166	-
725-Equipment Reserve	2,858	-	-	-	-	-
800-Successor Agency	7,804,930	2,393,981	2,268,692	10,072,084	10,072,084	8,102,700
810-Housing Authority Successor	1,610,386	17,843	752,843	4,421	4,421	198,200
900-Capital Assets Fund	-	-	10,852,301	-	-	-
Grand Total	185,654,080	133,899,898	149,804,819	140,683,986	165,639,220	144,039,000



City of Montebello
Fiscal Year 2020-21 Budget
Master Position Control, by Department

EXHIBIT C

		FY 2019-20	FY 2020-21 PROPOSED
Elected	City Councilmember	5.0	5.0
	City Clerk	1.0	1.0
	City Treasurer	1.0	1.0
		7.0	7.0
Administration			
	City Manager	1.0	1.0
	Assistant City Manager	1.0	1.0
	Public Information Officer	1.0	1.0
	Deputy City Clerk	1.0	1.0
	Sr. Management Analyst	1.0	0.0
	Office Manager	1.0	1.0
	Administrative Secretary	1.0	1.0
		7.0	6.0
Community Development			
	Director of Planning and Community Development	1.0	1.0
	Deputy Director	1.0	1.0
	Planning Manager	1.0	1.0
	Associate Planner	1.0	1.0
	Assistant Planner	0.0	1.0
	Sr. Management Analyst	1.0	1.0
	Code Enforcement Manager	0.0	1.0
	Code Enforcement Coordinator	1.0	1.0
	Code Enforcement Officer	3.0	3.0
	Building Permit Technician	1.0	1.0
	Management Analyst	0.0	2.0
	Administrative Secretary	1.0	1.0
		11.0	15.0
Finance			
	Director of Finance	1.0	1.0
	Deputy Director	0.0	1.0
	Controller	1.0	0.0
	Accounting Manager	1.0	1.0
	Financial Services Manager	1.0	0.0
	Accounting Supervisor	1.0	1.0
	Sr. Management Analyst	1.0	1.0
	Accountant	4.0	4.0
	Finance Technician	5.0	5.0
	Account Clerk II	5.0	5.0
	Administrative Secretary	1.0	1.0
		21.0	20.0



City of Montebello
Fiscal Year 2020-21 Budget
Master Position Control, by Department

EXHIBIT C

	FY 2019-20	FY 2020-21 PROPOSED
Fire		
Fire Chief	1.0	1.0
Deputy Fire Chief	0.0	1.0
Fire Battalion Chief	3.0	3.0
Fire Captain	12.0	12.0
Fire Engineer	12.0	12.0
Firefighter	24.0	24.0
Fire Marshal	1.0	1.0
Deputy Fire Marshal	1.0	1.0
Fire Inspector I*	1.0	2.0
Deputy Director	1.0	1.0
Sr. Management Analyst	2.0	2.0
Telecommunications Manager	0.0	1.0
Telecommunications Supervisor	0.0	1.0
Administrative Secretary	1.0	1.0
	59.0	63.0

*Increase by 1.0 FTE in FY 2020-21

Human Resources and Information Technology

Director of Human Resources and Risk Management	1.0	1.0
Risk Manager	1.0	1.0
Sr. Human Resources Analyst	2.0	2.0
Human Resources Analyst	1.0	1.0
Human Resources Technician	1.0	1.0
Administrative Secretary	1.0	1.0
Information Systems Manager**	1.0	1.0
Information Systems Supervisor**	1.0	1.0
Information Systems Analyst**	3.0	3.0
	12.0	12.0

**Position were previously part of the Finance Department prior to re-organization in FY 2019-20

Parks and Recreation

Director of Recreation and Community Services	1.0	1.0
Deputy Director	1.0	1.0
Park Maintenance Supervisor	1.0	1.0
Building Maintenance Tradeworker II	2.0	2.0
Maintenance Worker	8.0	8.0
Community Services Coordinator*	3.0	4.0
Management Analyst	1.0	1.0
Administrative Secretary	1.0	1.0
Golf Course Superintendent / Facility Manager	1.0	1.0
Golf Cart Mechanic	1.0	1.0
Golf Course Equipment Mechanic	1.0	1.0
Maintenance Worker	5.0	5.0
	26.0	27.0

*Increase by 1.0 FTE in FY 2020-21



City of Montebello
Fiscal Year 2020-21 Budget
Master Position Control, by Department

EXHIBIT C

		FY 2019-20	FY 2020-21 PROPOSED
Police			
	Police Chief	1.0	1.0
	Police Captain	2.0	2.0
	Police Lieutenant	5.0	5.0
	Police Sergeant	10.0	10.0
	Police Corporal	23.0	23.0
	Police Officer	33.0	33.0
	Grants and Project Administrator	1.0	1.0
	Records Supervisor	1.0	1.0
	Communications Supervisor	1.0	1.0
	Police Dispatcher II	5.0	5.0
	Police Dispatcher I	5.0	5.0
	Police Records Technician	9.0	9.0
	Property and Evidence Technician	2.0	2.0
	Court Liaison	1.0	1.0
	Parking Control Officer	1.0	1.0
	Senior Management Analyst	0.0	1.0
	Administrative Secretary	1.0	0.0
		101.0	101.0
Public Works			
	Director of Public Works	1.0	1.0
	Assistant Director	1.0	1.0
	Building Official	0.0	1.0
	Street Maintenance Supervisor	1.0	1.0
	Assistant Tree Maintenance Supervisor	1.0	1.0
	Senior Management Analyst	0.0	1.0
	Management Analyst	1.0	0.0
	Administrative Secretary	1.0	1.0
	Maintenance Worker	7.0	7.0
		13.0	14.0



City of Montebello
Fiscal Year 2020-21 Budget
Master Position Control, by Department

EXHIBIT C

	FY 2019-20	FY 2020-21 PROPOSED
Transportation		
Director of Transportation	1.0	1.0
Assistant Director	1.0	1.0
Public Information Officer	0.0	1.0
Transit Administration Manager	1.0	1.0
Transit Operations Manager	1.0	1.0
Vehicle Maintenance Manager	0.0	1.0
Shop Maintenance Supervisor	4.0	4.0
Transit Dispatch Supervisor	10.0	10.0
Transit Operations Supervisor	3.0	3.0
Transit Stores and Facility Supervisor	1.0	1.0
Maintenance Service Supervisor	1.0	1.0
Transit Grants and Project Administrator	1.0	1.0
Communication Management Analyst	1.0	1.0
Sr. Management Analyst	1.0	1.0
Management Analyst	1.0	1.0
Account Clerk II	2.0	2.0
Bus Operator	105.0	105.0
Equipment Mechanic A	15.0	15.0
Equipment Serviceworker	13.0	13.0
Body Shop Mechanic	1.0	1.0
Building Maintenance Tradeworker II	1.0	1.0
Maintenance Worker	1.0	1.0
Storekeeper	3.0	3.0
Clerk Typist	4.0	4.0
	172.0	174.0
Total Full-Time Employees (Including Elected)	429.0	439.0
Total Full-Time Employees Net Elected	422.0	432.0

Full-Time Positions Summary

Department	FY 2019-20	FY 2020-21	Variance
Administration	7.0	6.0	-1.0
Finance	21.0	20.0	-1.0
Fire	59.0	63.0	4.0
Human Resources and Information Technology	12.0	12.0	0.0
Parks and Recreation	26.0	27.0	1.0
Planning and Community Development	11.0	15.0	4.0
Police	101.0	101.0	0.0
Public Works	13.0	14.0	1.0
Transit	172.0	174.0	2.0
	422.0	432.0	10.0

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
POSITION LISTING**

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

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

ELECTED OFFICIALS	MONTHLY SALARY RANGE		
City Councilmembers	1,032	-	1,032
City Clerk	695	-	695
City Treasurer	695	-	695

CLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 1/3/21)	11,233	-	12,554
Fire Captain (eff 1/3/21)	7,933	-	9,966
Police Captain (eff 1/3/21)	13,346	-	14,913
Police Lieutenant (eff 1/3/21)	11,779	-	13,162
Police Sergeant (eff 1/3/21)	9,534	-	10,707

CLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Account Clerk I (eff 1/3/21)	63.9	2,628	-	3,354
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mchanic (eff 1/3/21)	63	4,382	-	5,593
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 1/3/21)	66	2,899	-	3,700
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889

Court Liaison (eff 1/3/21)	69	3,047	-	3,889
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700
Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES			
Accounting Manager (eff 1/3/21)	7,318	-	8,896	
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690	
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200	
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319	
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953	
Associate Planner (eff 1/3/21)	6,018	-	7,319	
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461	
Building Official (eff 1/3/21)	6,321	-	7,686	
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377	
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972	
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021	
Communications Supervisor (eff 1/3/21)	5,734	-	6,972	
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734	

Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance (eff 2/10/20)	10,732	-	13,417
Director of Human Resources & Risk Management (eff 6/27/19)	10,732	-	13,050
Director of Planning & Community Development (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 3/23/20)	10,732	-	15,417
Director of Recreation & Community Services (eff 6/27/19)	10,732	-	13,050
Director of Transportation (eff 6/27/19)	10,732	-	13,050
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief (eff 6/27/19)	12,887	-	17,182
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief (eff 6/27/19)	11,899	-	17,267
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021
Risk Manager (eff 1/3/21)	7,319	-	8,896
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319

Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES	
Accountant (eff 1/3/21)	64.5	4,429	- 5,654
Administrative Secretary (eff 1/3/21)	64.8	3,284	- 4,191
Building Plan Checker (eff 1/3/21)	66.3	5,517	- 7,041
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	- 3,889
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	- 4,991
Community Development Analyst (eff 1/3/21)	68.1	4,343	- 5,541
Crime Analyst (eff 1/3/21)	69.3	3,910	- 4,991
Information Systems Analyst (eff 1/3/21)	71.7	4,943	- 6,309
Information Systems Technician I (eff 1/3/21)	72	3,124	- 3,987
Information Systems Technician II (eff 1/3/21)	72.3	3,720	- 4,748
Police Trainee (eff 1/3/21)	75	3,203	- 4,089

HOURLY CLASSIFICATION	HOURLY RANGES	
Administrative Analyst (1) (eff 1/1/21)	14	- 23.51
Administrative Secretary (eff 1/3/21)	18.55	- 23.41
Building Maintenance Tradeworker (eff 1/3/21)	15.92	- 20.31
Bus Operator (2) (eff 1/1/21)	18.2	- 19.89
Bus Operator (eff 1/3/21)	18.93	- 20.68
Clerical Assistant (1) (eff 1/1/21)	14	- 17.62
Clerical Assistant (eff 1/3/21)	14.56	- 18.33
Code Enforcement Technician (eff 1/3/21)	14.56	- 16.84
Community Services Aide - SYEP (1) (eff 1/1/21)	14	- 14
Equipment Service Worker (1) (eff 1/1/21)	14	- 18.38
Equipment Service Worker (eff 1/3/21)	14.56	- 19.11
Field Maintenance Worker (1) (eff 1/1/21)	14	- 16.09
Field Maintenance Worker (eff 1/3/21)	14.56	- 16.73
Fire Engineer (eff 1/3/21)	27.43	- 35.02
Fire Inspector (eff 1/3/21)	22.56	- 28.8
Golf Course Attendant (1) (eff 1/1/21)	14	- 16.63
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14	- 17
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	- 17.68
Human Resources Manager (eff 1/3/21)	42.22	- 51.32

Information Systems Specialist (1) (eff 1/1/21)	14	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (1) (eff 1/1/21)	14	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (1) (eff 1/1/21)	14	-	16
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (1) (eff 1/1/21)	14	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (1) (eff 1/1/21)	14	-	18.56
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (1) (eff 1/1/21)	14	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 1/3/21)	16.66	-	20
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (1) (eff 1/1/21)	14	-	15.6
Recreation Leader I (eff 1/3/21)	14.56	-	16.22
Recreation Leader II (1) (eff 1/1/21)	14	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (1) (eff 1/1/21)	14	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.9
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (1) (eff 1/1/21)	14	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45
Administrative Analyst (eff 1/3/21)	14.56	-	24.45

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources – Information and Technology and the Director of Finance, and the resolution shall be in full force and effect as of June 24, 2020.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

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

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

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

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

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

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

SECTION 1. The Fiscal Year 2019-20 appropriations limit was \$51,031,468.

SECTION 2. The Fiscal Year 2020-21 appropriations limit is \$52,770,843 calculated as shown on the worksheet attached hereto and known as Exhibit A.

SECTION 3. The Fiscal Year 2020-21 appropriations subject to the above limit are \$32,023,466 and is within the limit calculated as shown on Exhibit B.

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

APPROVED and ADOPTED this 24th day of June 2020.

MAYOR SALVADOR MELENDEZ

ATTEST:

IRMA BARAJAS, CITY CLERK

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

	<u>AMOUNT</u>
A. PROCEEDS OF TAXES	32,023,466
B. EXCLUSIONS	0
C. APPROPRIATIONS SUBJECT TO LIMITATION	<u>32,023,466</u>
D. CURRENT YEAR LIMIT	52,770,843
E. OVER/(UNDER) LIMIT	<u><u>(20,747,377)</u></u>

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

	<u>AMOUNT</u>
A. LAST YEAR'S LIMIT	<u>51,031,468</u>
B. ADJUSTMENT FACTOR	
1. Population %	99.69
2. Inflation %	103.73
Total Adjustment %	103.41
C. ANNUAL ADJUSTMENT \$	1,739,375
D. OTHER ADJUSTMENTS:	
Lost Responsibility (-)	
Transfer to Private (-)	
Transfer to Fees (-)	
Assumed Responsibility (+)	
Sub-total	-
E. TOTAL ADJUSTMENTS	<u>1,739,375</u>
F. THIS YEAR'S LIMIT	<u><u>52,770,843</u></u>

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Joseph Palombi, Director of Planning and Community Development
SUBJECT: **Adopt Resolution Authorizing the City Manager to Establish Guidelines and Protocols for Temporary Outdoor Dining Permits for Eating Establishments Impacted by the COVID-19 Pandemic**
DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council adopt a Resolution:

- 1) Authorizing the City Manager to Establish and Approve Temporary Outdoor Dining Permit Guidelines for Eating Establishments within the City of Montebello; and
- 2) Take such additional and/or related action that may be necessary.

BACKGROUND

On May 29, 2020, the County of Los Angeles was granted an approval from the California Department of Public Health to proceed to "Stage 2" of the four (4) Stages of Governor Newsom's Pandemic Resiliency Roadmap plan for California's incremental reopening in response to outbreak caused by a novel coronavirus, also known and abbreviated as COVID-19, ("COVID-19"). With this approval, restaurants in the City of Montebello (the "City") are now permitted to utilize their indoor dining areas subject to compliance with safety protocols from the Los Angeles County Public Health Officer (the "County Health Officer"). These safety protocols include specific requirements of physical distancing between groups of customers, limiting groups to six (6) patrons per party, and limiting indoor in-person dining occupancy to 60% of the maximum seating capacity.

ANALYSIS

The Temporary Outdoor Dining Permit (the "TOD Permit") is proposed to encourage "al fresco dining" and assist sit-down restaurants to boost their businesses after the in-person dining closures implemented from the "Safer at Home Orders" to help reduce the spread of COVID-19. The Planning and Community Development Department is working to establish guidelines and develop the TOD Permit to allow restaurants within the City to utilize outdoor dining areas on a temporary basis not to exceed six (6) months.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

Adopt Resolution Authorizing the City Manager to Establish Guidelines and Protocols for Temporary Outdoor Dining Permits for Eating Establishments impacted by the COVID-19 Pandemic

Page 2 of 2

The TOD Permit will allow all eating establishments, with approval of property owners, temporary flexibility to designate outdoor walkways, sidewalks, or parking stalls for shared outdoor dining areas to serve one or multiple establishments with City review and approval. Eating establishments with indoor dining areas throughout the City are eligible for the TOD Permit, provided they meet required safety standards by providing barriers and separation from vehicular traffic, maintaining accessibility and compliance with the Americans with Disabilities Act (“ADA”), and maintaining the subject areas to ensure there is no trash or debris in and around the dining area. Establishments with an existing alcohol license permitted to serve on-site alcohol from the CA Department of Alcoholic Beverage Control (ABC) will be permitted to serve alcohol to accompany meals with the TOD Permit subject to compliance with the COVID-19 Temporary Catering Authorization Application (Form ABC-218 CV19).

Eating establishments with indoor dining areas are also eligible to utilize the public sidewalks or street parking subject to meeting the safety standards and obtaining an encroachment permit. A fee is not being proposed for this permit and any encroachment permit would remain in effect for 60 days from submittal; unless extended or earlier terminated by the City.

As part of the guidelines, the City would reserve the right, at any time during the operating hours, to conduct an inspection of any TOD Permit to ensure compliance with the guidelines. The City expressly reserves the right to terminate a restaurant’s use of a TOD Permit, without advance notice, if the operation is deemed a public nuisance, does not comply with applicable laws, violates fire safety or ADA accessibility requirements, or violates the TOD Permit Guidelines, the State Health Guidelines, or applicable local health orders.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACTS

There is no impact on the City’s General Fund.

ATTACHMENTS:

A. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO AUTHORIZING THE CITY MANAGER ACTING
AS THE DIRECTOR OF EMERGENCY SERVICES TO ESTABLISH AND
APPROVE GUIDELINES TO TEMPORARILY ALLOW EATING
ESTABLISHMENTS TO UTILIZE ADJACENT OUTDOOR AREAS TO
SERVE FOOD AND DRINKS TO CUSTOMERS PURSUANT TO A
TEMPORARY OUTDOOR DINING PROGRAM**

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person and poses conditions of extreme peril to the public health and safety of persons; and

WHEREAS, the Los Angeles County Department of Public Health on March 16, 2020, issued a Health Order prohibiting all indoor and private gatherings and all outdoor public and private events of no more than 50 people; and

WHEREAS, COVID-19 therefore has and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Montebello (the "City"); and

WHEREAS, on March 12, 2020 and subsequent action on March 16, 2020 the City Council adopted Resolution No. 20-22 proclaiming a local public health emergency to authorize the use of emergency powers in order to expand and expedite the City's response to the serious health and safety risks associated with the spread of an outbreak caused by COVID-19; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the Los Angeles County Department of Public Health on March 19, 2020 issued a Health Order prohibiting all indoor and private gatherings and all outdoor public and private events of no more than 10 people, and limiting indoor restaurant services, but allowing food facilities that prepare and serve food to only drive-through, delivery, and take out services; and

WHEREAS, on May 29, 2020, the County of Los Angeles announced the State's approval of the County's plan to move further into "Stage 2" of the State's "Resiliency Roadmap" which permitted restaurants to utilize the indoor dining areas subject to safety protocols and reduce occupancy; and

WHEREAS, the City intends to assist local restaurant businesses with their loss of seating capacity by developing a Temporary Outdoor Dining Program ("TOD

Program") to allow temporary utilization of outdoor areas on public and private property to serve food and drinks to customers, subject to operational standards set by the County of Los Angeles Public Health Officer and the City of Montebello; and

WHEREAS, the Program is necessary to assist local dine-in eating establishments as they will not be able to achieve normal occupancy levels given physical distancing requirements and other modifications deemed necessary for public health; and

WHEREAS, the City Manager acting as the Director of Emergency Service will be authorized to establish the TOD Program to provide for the protection of life and property; and to further provide for the economic recovery of local eating establishments with indoor dining areas, to allow and encourage outdoor dining within the City.

NOW THEREFORE, the City Council of the City of Montebello hereby resolves that:

SECTION 1: The City Council of the City of Montebello hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 2. The City Manager is hereby authorized and directed to establish and approve temporary, reasonable, guidelines to permit dining on public sidewalks and/or other public right-of-way, parking lot, setback or elsewhere not currently allowed under the Montebello Municipal Code as well as a permitting process for the TOD Program as a direct result of the COVID-19 pandemic; provided that business would still be required to meet public, health and safety standards including the American with Disability Act (ADA).

SECTION 3. The TOD Program shall be valid for six (6) months and will not extend beyond December 31, 2020; unless authorized by the City Council.

SECTION 4. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JUNE, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 24th day of June, 2020, as approved by law by the following vote:

AYES:

NOES:

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Joseph Palombi, Director of Planning and Community Development
SUBJECT: **Adopt Resolution Authorizing the Submission of an Application for and Receipt of Local Early Action Planning Grants Program ("LEAP").**
DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the Resolution authorizing an application for three hundred thousand dollars and 00/100 (\$300,000) under the Local Early Action Planning Grants Program from the California Department of Housing and Community Development; and
- 2) Authorize the City Manager to execute the City's Local Early Action Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City; and
- 3) Authorize the City Manager to accept and enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Local Early Action Planning Grants Program grant; and
- 4) Take such additional and/or related action that may be necessary.

BACKGROUND

On January 27, 2020, the California Department of Housing and Community Development (the "Department") issued a Notice of Funding Availability ("NOFA") in the amount of \$119,040,000 under the Local Early Action Planning Grants Program ("LEAP"). The LEAP is part of the broader program formerly known as the Local Government Planning Support Grants Program. Funding associated with LEAP is intended to assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the Regional Housing Needs Assessment ("RHNA"). This funding would be used for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production within the City of Montebello. Among other things, this grant program is meant to assist with planning efforts that establish a process for an increase in housing related planning activities and facilitate accelerated housing

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

Adopt Resolution Authorizing the Submission of an Application for and Receipt of Local Early Action Planning Grants Program (“LEAP”).

Page 2 of 2

production in strategic locations. These efforts coincide with the City’s General Plan Update and could be coupled as eligible activities that are part of the larger planning effort (e.g. specific plans and Zoning Code updates). Staff identified the Downtown Montebello Specific Plan as an opportunity to establish zoning that would allow “by right” housing in strategic locations consistent with eligible activities outlined in the NOFA. The Department determined maximum award amounts are based on population estimates maintained by the California Department of Finance as of January 2019. As a result, the City of Montebello is eligible to apply for a maximum award amount of \$300,000. Please note that the City of Montebello will be required to allocate 1% of its maximum eligible LEAP funds to the Gateway Cities Council of Governments (GCCOG), a Joint Powers Authority of the Gateway Cities region, to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds.

ANALYSIS

The NOFA and Application for the LEAP grant were released on January 27, 2020. The deadline for submittal is July 1, 2020. City staff is currently drafting an application with all necessary attachments. As part of the application requirements, a resolution must be approved by the City Council authorizing submission of a grant application.

The City is interested in submitting an application to fund the proposed Downtown Montebello Specific Plan in connection with the comprehensive General Plan Update. City staff will prepare and submit the application including the required attachments and continue to work closely with the Department to ensure the City meets all application threshold requirements.

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACT

The City’s comprehensive General Plan Update is estimated to cost approximately \$1,050,000. The LEAP grant funding will be used to off-set these costs with a focus on eligible activities (e.g. the Downtown Montebello Specific Plan and Zoning Code updates) associated with the larger planning effort. The LEAP grant does not require any matching funds.

ATTACHMENTS:

A. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, AUTHORIZING APPLICATION
FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING
SUPPORT GRANT PROGRAM FUNDS**

WHEREAS, pursuant to Health and Safety Code Section 50515 et seq., the California Department of Housing and Community Development (the "Department") has issued a Notice of Funding Availability ("NOFA") as part of the Local Government Planning Support Grants Program (hereinafter referred to as the Local Early Action Planning Grants Program or LEAP); and

WHEREAS, the City Council of the City of Montebello desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the Regional Housing Needs Assessment ("RHNA"); and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO RESOLVES AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package and all other documents required or deemed necessary or appropriate for the submittal of the Application package.

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Montebello is authorized to accept the grant and submit the Application, enter into, execute, and deliver on behalf of the City, a State of California Agreement (Standard Agreement) for the amount of \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City's obligations related thereto, and all amendments thereto in formats approved by the City Attorney; and

SECTION 3. The City shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the City hereby agrees to use the funds for eligible uses and allowable expenditures in

the manner presented and specifically identified in the approved Application.

SECTION 4. The adoption of this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections: 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; 15060(c)(3) because the activity is not a project as defined in Section 15378; and 15061(b)(3) under the common sense exemption because the activity has no potential for causing a significant effect on the environment and because there is no possibility that the adoption of this Resolution may have a significant adverse effect on the environment.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF JUNE, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 24th day of June, 2020, as approved by law by the following vote:

AYES:

NOES:

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Amendment No. 1 to Agreement No. 3356 with Sebastian Waterworks to Perform Emergency Sewer Repairs at 1305 Solana Circle and 129 South 5th Street**

DATE: June 24, 2020

RECOMMENDATION

That the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3356 with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) increasing the Fiscal Year 2019-20 contract amount by \$130,000.

BACKGROUND

On February 14, 2018, the City Council approved an agreement with Sebastian Waterworks (doing business as Mr. Rooter Plumbing) ("Mr. Rooter Plumbing") for a 3-year term and an amount not-to-exceed \$240,000 per year. The Agreement is for on-call sewer maintenance and plumbing repair services.

On May 7, 2020, a sinkhole was reported near 1305 Solana Circle. The sinkhole was inspected by Engineering staff and determined to be located near a city sewer main. Mr. Rooter Plumbing was dispatched to complete a video inspection that verified a broken section of sewer pipe. In order to avoid further damage to the sewer system and surrounding improvements and properties, Mr. Rooter Plumbing completed the replacement of the broken sewer pipe on June 4th and June 5th.

On May 12, 2020, a sewer blockage was reported at 129 South 5th Street. Mr. Rooter Plumbing was dispatched to pump backed up sewage flow and complete a video inspection. The video inspection confirmed that the existing sewer main is a concrete pipe with significant deterioration. One 20-foot section of pipe had completely disintegrated causing the surrounding soil to collapse and block the flow of sewage. In order to avoid further damage to the sewer system and surrounding improvements and properties, Mr. Rooter Plumbing completed the replacement of the failed sewer pipe on June 10th through June 13th, and replaced the trench pavement on June 15th.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 335 WITH SEBASTIAN WATERWORKS TO PERFORM EMERGENCY SEWER REPAIRS AT 1305 SOLANA CIRCLE AND 129 SOUTH 5th STREET

Page 2 of 2

ANALYSIS

The agreement with Mr. Rooter Plumbing is an on-call contract with prescribed billing rates for labor and equipment. Engineering staff provided direction and inspection of the required repairs for both locations. The labor, materials, and equipment were tracked and are accurately reflected in the final invoices.

The final cost for the repair at 1305 Solano Circle is \$20,155.

The final cost for the repair at 129 South 5th Street is \$109,845. This includes \$28,500 for the periodic pumping of backed up sewage prior to the repair and \$81,345 for the repair.

FISCAL IMPACTS

Agreement No. 3356 with Mr. Rooter Plumbing was approved by the City Council on February 14, 2018 in the amount not-to-exceed \$240,000 per year. Since this contractor provides emergency plumbing maintenance and repairs city-wide throughout the year, the contract does not have a sufficient balance remaining to fund the \$130,000 cost of the subject emergency repairs.

Staff has analyzed the Public Works General Fund budget for FY 2019-20 and there is estimated to be sufficient savings to pay for the additional emergency work totaling \$130,000. Staff will complete budget transfers from accounts projected to be under-budget to the appropriate account where the Mr. Rooter invoices will be charged.

SUMMARY

The emergency repairs to the sewer system at the two subject locations were required in order to prevent further damage to the city's sewer system and surrounding improvements and property. Upon approval of the recommended actions, staff will process the associated invoices for payment in the amount not-to-exceed \$130,000. Budget analysis indicates there sufficient budget savings in the Public Works General Fund FY 2019-20 budget to pay for these additional repair and maintenance expenses.

ATTACHMENT:

1. Amendment No. 1 to Agreement No. 3356

CITY OF MONTEBELLO
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3356
BY AND BETWEEN THE CITY OF MONTEBELLO AND
SEBASTIAN WATERWORKS, dba MR. ROOTER PLUMBING

This First Amendment to the Professional Services Agreement by and between the City of Montebello and Sebastian Waterworks, dba Mr. Rooter Plumbing ("**First Amendment**") is entered into this ___th day of _____ 2020, by and between Sebastian Waterworks, dba Mr. Rooter Plumbing, ("**Contractor**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Sebastian Waterworks, dba Mr. Rooter Plumbing, dated February 14, 2018 (the "**Agreement**"), pursuant to which City retained Contractor to provide On-Call Sewer Maintenance and Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the contract to the Contractor based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Contractor desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Contractor may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 5. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager;

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

SECTION 1. Exhibit "B" Schedule of Compensation.

In accordance with Section 1 and Section 5 of the Agreement, Exhibit "B" Schedule of Compensation of the Agreement shall be amended to read:

The Contractor shall be paid in accordance with the **Proposal Fee Sheet** in the original Agreement, for all work performed. In the event the City requires additional or extra services, all such services shall comply with the provisions in Section 5 of the Agreement.

The contract amount shall not exceed \$240,000 annually, with the exception of the 2019-2020 fiscal year. For the 2019-2020 fiscal year, the annual compensation shall not exceed \$370,000.

SECTION 2. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

CONTRACTOR (SEBASTIAN
WATERWORKS, dba MR. ROOTER
PLUMBING)

Rene Bobadilla
City Manager

Joe Diaz
Owner

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Sewer System Regulatory Compliance Assessment by Los Angeles County Department of Public Works**

DATE: June 24, 2020

RECOMMENDATION

That the City Council:

- 1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works in an amount not-to-exceed \$100,000 for sewer system regulatory compliance assessment services.

BACKGROUND

On May 2, 2006 the State Water Resources Control Board (SWRCB) adopted a Statewide General Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP), for sanitary sewer systems by issuing Order No. 2006-003. The regulations in the Order were in response to growing public concern about the water quality impacts of Sanitary Sewer Overflows (SSOs), particularly those that cause beach closures, adverse effects to other bodies of water, or pose serious health and safety or nuisance problems. The Order requires all federal and state agencies, counties, districts, cities, and other public entities that own or operate a sanitary sewer system greater than one mile in length to comply with the requirements of the WDR and to develop and implement a Sewer System Management Plan (SSMP). The City of Montebello sewer system consists of nearly 90 miles of sewer pipes.

The Consolidated Sewer Maintenance District (CSMD) of Los Angeles County, administered by the Los Angeles County Department of Public Works (LACDPW), provides maintenance and operations for sewer systems within unincorporated areas and 39 cities within the County. This includes regulatory compliance and reporting.

The CSMD is proposing to complete a regulatory compliance assessment of the City's sewer system to verify that the City is current on all required reporting, including the SSMP and reporting of SSOs, to the State of California.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

**SEWER SYSTEM REGULATORY COMPLIANCE ASSESSMENT BY LOS ANGELES
COUNTY DEPARTMENT OF PUBLIC WORKS**

Page 2 of 2

ANALYSIS

The CSMD has vast experience in the operation and management of sewer systems, including an established bench list of on-call consultants with the technical expertise that will ensure a thorough and accurate assessment. Use of the County's services through a City Service Request, under the General Services Agreement with Los Angeles County (Agreement No. 3246), also saves the time and resources the City would spend on a Request for Proposals for similar technical services.

FISCAL IMPACTS

Work on the compliance assessment will occur – and be completed – in Fiscal Year 2020-21. Staff is recommending the use of General Fund reserves in FY 2020-21 to pay for the not-to-exceed \$100,000 cost to complete the regulatory compliance assessment. Should City Council authorize the City Manager to submit the City Service Request, staff will return in FY 2020-21 and request a budget amendment at one of the quarterly budget updates.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will submit the City Service Request on the County's online system and coordinate the recommended services with CSMD staff.

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: **Authorization to enter into a Sole Source Agreement with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services**

DATE: June 24, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize the City Manager to enter into a sole source agreement with Motorola Solutions to provide radio infrastructure and related communications services for an annual amount of \$179,193 , and;
- 2) Authorize the total contract expenditures total not to exceed \$200,000 to account for additional radio repair and incidental repair services not covered in the sole source agreement scope of work.

BACKGROUND

In the early 1990's, the Montebello Fire Department's Communications Division established a radio communication network to provide enhanced radio coverage for the Montebello Police and Fire Departments. In 2003, the Montebello Fire Department joined its system with seven (7) other cities to create a Joint Powers Authority (JPA), which is now referred to as the Interagency Communications Interoperability (ICI) System. This JPA created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles, and beyond.

Currently the Department's radio infrastructure is providing a wider coverage and better service radio system access to nine (9) cities. It continues the process of expanding to include additional cities into the system and provide a responsive radio communication for police, firefighters, paramedics and other emergency responders in Los Angeles County.

The City has been contracting with Motorola Solutions since 2016 to provide maintenance and related support to the radio network system. The Fire Department's Radio

Authorization to enter into a Sole Source Agreement with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services

Page 2 of 3

Communication Division currently depends on the services provided by the vendor, as they are familiar with the existing radio network system. In addition, certain work can only be provided by Motorola Solutions, requiring the City to have a service contract with Motorola for such work.

Portions of the City's radio network and related infrastructure will soon not be covered by the standard warranty. This is a common situation, and hence the service agreement with Motorola will ensure continued maintenance and repair of the entire radio network. The additional costs represent work that was previously covered by warranty. In order to maintain the radio network that public safety agencies in the region depend on, this sole source agreement is necessary.

The Infrastructure and Dispatch Agreement covers the maintenance of a secure continuum of radio repair and notification programming for the City's Fire Department Communication Division: five (5) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites, Police Department (6 Consoles) and Transit (2 Consoles) (Attachment B). The Service Agreement includes network monitoring, technical support, and technician dispatch services for portable radios utilized by firefighter and law enforcement personnel to perform their day-to-day operational duties, and maintenance and repair at radio prime sites.

The network monitoring provides critical digital oversight to ensure radios remain operable and functional to meet the City's communication and operational requirements, and ensure adequate warranty coverage for all Interoperable Radio System Subscribers.

ENVIRONMENTAL

The replacement and improvements to the existing wireless communication facility is considered a "project," per the California Environmental Quality Act ("CEQA") definition of a "project." In accordance with CEQA, the project is Categorical Exempt pursuant to §15301 (a) (Existing Facilities), because Class 1 consists of existing facilities of both investor and publicly-owned utilities used to provide public utility services as well as the restoration or rehabilitation of deteriorated or damaged structures, facilities or mechanical equipment to meet current standards of public health and safety.

FISCAL IMPACTS

The term of the sole source agreement is from June 1, 2020 through May 31, 2021. The basic monthly cost is \$14,933 (\$179,193 annually) and includes a variety of maintenance, repair and support services. The Fire Department is currently reviewing management of communications services. The Fiscal Year 2020-21 budget includes two telecommunications positions in the Department, which would bring oversight "in-house"

Authorization to enter into a Sole Source Agreement with Motorola Solutions to Provide Radio Infrastructure and Related Communications Services

and offer efficiencies and cost savings by reducing contracted service work from other vendors. It is anticipated that these cost savings will offset the additional costs for the Motorola Solutions agreement (not-to-exceed amount of \$200,000 annually).

It is being requested that the City Council authorize the City Manager to approve a sole source agreement with Motorola Solutions to provide required radio network and infrastructure repair and maintenance services in a not-to-exceed amount of \$200,000 annually.

Attachments: 1) Attachment A–Motorola Service Agreement
2) Attachment B-Prime Site Locations



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1093558
Contract Number: USC000134552
Contract Modifier: R01-FEB-2020

Date: 01/17/2020

Company Name: MONTEBELLO, CITY OF

Attn:

Billing Address: 1600 W BEVERLY BLVD

City, State, Zip: MONTEBELLO , CA, 90640

Customer Contact: Fernando Pelaez

Phone: 323-887-4515

Required P.O. :

Customer # : 1035321182

Bill to Tag # :

Contract Start Date : 01-Jun-2020

Contract End Date : 31-May-2021

Anniversary Day : May 31st

Payment Cycle : MONTHLY

PO # :

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE --- DISPATCH --- NETWORK MONITORING --- ONSITE SYS SUPPORT-STD --- PREVENTIVE MAINTENANCE1 --- REPAIR AND RETURN --- SECURITY UPDATE SERVICE --- SYSTEM TECH SUPPORT --- REMOTE SUS MGT --- ADVANCE EXCHANGE	\$14,932.73	\$179,192.98
		Subtotal - Recurring Services	\$14,932.75	\$179,192.98
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total	\$14,932.75	\$179,192.98
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

SPECIAL INSTRUCTIONS:

Advance Package:

- 5 RF Remote Sites & 1 Prime Site:

- 2 Dispatch Sites:

- PD = 6 Consoles

- Transit = 2 Consoles



500 W Monroe Street
Chicago, IL. 60661
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SERVICE AGREEMENT

Quote Number : QUOTE-1093558
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Contract Modifier: R01-FEB-2020

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Rob Russell

7148532012

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : MONTEBELLO, CITY OF
Contract Number : USC000134552
Contract Modifier : R01-FEB-2020
Contract Start Date : 01-Jun-2020
Contract End Date : 31-May-2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1093558
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

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Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1093558
Contract Number: USC000134552
Contract Modifier: R01-FEB-2020

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1093558
Contract Number: USC000134552
Contract Modifier: R01-FEB-2020

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1093558
Contract Number: USC000134552
Contract Modifier: R01-FEB-2020

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Prime Site Locations

Site Name	Site Address	Latitude	Longitude	TSA	TSI
FS56 (Montebello)	1166 S Greenwood Ave, Montebello CA	33° 59' 28.00" N	118° 07' 13.20" W	M56	134
FS78 (Vernon)	2800 S Soto St, Vernon CA 90058	34° 00' 42.21" N	118° 13' 07.40" W	M78	135
Garvey Reservoir	1311 South Orange Ave, Monterey Park, CA. 91755 (Orange & Tegner, Monterey Park CA)	34° 02' 51.58" N	118° 06' 45.59" W	MGR	136
Montebello PD	1600 W Beverly Blvd, Montebello CA	34° 01' 15.90" N	118° 06' 58.50" W	MTP	24
Montebello Reservoir	1343 N Montebello Blvd, Montebello CA	34° 01' 57.00" N	118° 05' 53.00" W	MTR	130
Montebello Transit	400 S Taylor Ave, Montebello, CA 90640	34° 00' 25.00" N	118° 06' 53.20" W	MBL	25
Quiet Canyon	901 Via San Clemente, Montebello CA	34° 01' 40.00" N	118° 07' 58.30" W	MQC	132
Santa Fe Springs	12636 Emmens Way, Santa Fe Springs CA	33° 56' 12.00" N	118° 03' 46.20" W	MSF	137
Starlight Reservoir	12641 Carinthia Dr, Whittier CA	33° 59' 53.00" N	118° 02' 12.20" W	MSR	133

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Approve a Resolution Authorizing the Filing of an Application for Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve a Resolution authorizing the filing of an application for the City of Montebello to receive Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds
- (2) Take such additional, related, action that may be desirable.

BACKGROUND

On March 27, 2020 Congress approved and signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act provides relief funding to prevent, prepare for, and respond to the COVID-19 pandemic. The Federal Transit Administration (FTA) allocated a total of \$1.068 billion to Los Angeles County public transit agencies under the existing FTA Section 5307 Urbanized Area Formula Grants program.

Funds provided under the CARES Act are available for the operating expenses of transit agencies related to the response to the COVID-19 public health emergency beginning on January 20, 2020. Allowable reimbursements under the CARES Act include, but are not limited to operating costs to maintain service, lost revenue, purchase of personal protective equipment (PPE), and payment of the administrative leave of operations personnel due to reductions in service.

The funds received from FTA will be allocated through Los County Metropolitan Transportation Authority (MTA). According to the Southern California Association of Governments (SCAG) split letter (Attachment "A"), the City of Montebello is eligible to

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**RESOLUTION – AUTHORIZING THE FILING OF APPLICATION FOR
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS**
Page 2 of 2

receive \$10,175,268, which can mitigate operating expenses for Fiscal Year 2019-20 and subsequent years as well as provide additional funding for COVID-19 related expenditures.

If awarded, these funds do not have to be paid back, do not expire, and can be used for capital or operating needs. In order to apply for the CARES Act grant, the City must have an authorization from the City Council.

FISCAL IMPACT

Once the Resolution is approved, staff will apply for the CARES Act grant funds. The City of Montebello – if successful – would receive approximately \$10,175,268 in funds to be used to reimburse and pay for the Transit Department's COVID-19 response related expenditures. If funds are awarded, finance staff will establish a separate account to track the receipt and expenditure of these funds. As necessary, staff will return to the City Council should budget amendments be required.

SUMMARY

Staff is recommending that the City Council consider approving a Resolution authorizing the filing of an application for the City of Montebello, to receive Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds to reimburse and pay for COVID-19 related expenditures incurred by the Transit Department.

ATTACHMENTS:

Attachment "A"
Resolution



SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

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June 9, 2020

Ray Tellis, Regional Administrator
Federal Transit Administration, Region 9
San Francisco Federal Building
90 7th Street, Suite 15-300 San
Francisco, CA 94103

Subject: FINAL SCAG REGION FORMULA FUND SPLIT TABLES FOR CARES ACT FUNDS

Dear Mr. Tellis:

The Southern California Association of Governments (SCAG) is in receipt of the formula fund split tables for the Los Angeles County portion of the Los Angeles - Long Beach - Anaheim, Lancaster - Palmdale and Santa Clarita urbanized areas. Please find attached the complete split tables that reflect the information provided by the Los Angeles County Metropolitan Transportation Authority (Metro).

As identified in this letter, SCAG as the Designated Recipient authorizes the reassignment/reallocation of CARES Act funds to the Direct Recipients named herein. The undersigned agree to the amounts allocated/reassigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive such funds and assumes the responsibilities associated with any award for these funds.

The following UZA Split Tables are attached:

- Los Angeles - Long Beach - Anaheim
- Riverside - San Bernardino
- Indio - Cathedral City
- Lancaster - Palmdale
- Murrieta - Temecula - Menifee, and
- Santa Clarita

Please feel free to contact me at (213) 236-1885 or via e-mail at.Amatya@scag.ca.gov should you have any questions.

Cordially,

NARESH AMATYA
Transportation Planning & Programming Manager

Los Angeles-Long Beach-Anaheim UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307	\$733,378,032	\$143,882,889	\$25,091,683	\$312,970	\$902,665,573
Section 5337 HIFG	\$249,670,538	\$28,836,063	\$10,175,058		\$288,681,659
Section 5337 HIMB	\$16,218,502	\$8,412,705			\$24,631,207
TOTAL	\$999,267,072	\$181,131,657	\$35,266,741	\$312,970	\$1,215,978,439

Los Angeles County	
Transit Operator	Allocation
Metro	\$851,292,483
Arcadia	\$413,118
Claremont	\$153,038
Commerce	\$834,418
Culver City	\$6,573,119
Foothill Transit	\$33,017,520
Gardena	\$6,650,248
La Mirada	\$123,098
Long Beach	\$29,203,837
Montebello	\$10,175,268
Norwalk	\$3,807,217
Redondo Beach	\$906,679
Santa Monica	\$24,360,412
Torrance	\$7,910,110
Antelope Valley	\$4,239,043
LADOT	\$15,831,270
Santa Clarita	\$3,776,194
Sub-total	\$999,267,072
Orange County	
Transit Operator	Allocation
Orange County Transit District (OCTD)	\$137,770,943
Southern California Regional Rail Authority (SCRRA)	\$43,360,714
Sub-total	\$181,131,657
San Bernardino County	
Transit Operator	Allocation
Omnitrans	\$19,389,528
Southern California Regional Rail Authority (SCRRA)	\$15,877,213
Sub-total	\$35,266,741
Riverside County	
Transit Operator	Allocation
RTA	\$312,970
Sub-total	\$312,970

Riverside-San Bernardino UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307		\$67,275	\$42,605,725	\$57,477,910	\$100,150,910
Section 5337 HIFG			\$15,640,568	\$20,521,320	\$36,161,888
Section 5337 HIMB		\$1,253,875			\$1,253,875
TOTAL	\$0	\$1,321,150	\$58,246,293	\$77,999,230	\$137,566,673

Riverside County

Transit Operator	5307 Allocation	5337 Allocation	5337 swap with 5307	Adjusted 5307 Total
RTA	\$26,571,607			\$26,571,607
City of Corona	\$3,907,837			\$3,907,837
City of Riverside	\$6,608,589			\$6,608,589
Southern California Regional Rail Authority (SCRRA)	\$13,097,653	\$20,521,320	\$20,521,320	\$33,618,973
RCTC	\$7,292,224			\$7,292,224
Sub-total	\$57,477,910	\$20,521,320	\$20,521,320	
Grand Total				\$77,999,230

San Bernardino County

Transit Operator	Allocation
Omnitrans	\$33,877,292
Southern California Regional Rail Authority (SCRRA)	\$24,369,002
Sub-total	\$58,246,293

Orange County

Transit Operator	Allocation
Orange County Transit District (OCTD)	\$1,321,150
Sub-total	\$1,321,150

Indio-Cathedral City UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307				\$16,055,891	\$16,055,891
Section 5337 HIFG					\$0
Section 5337 HIMB					\$0
TOTAL	\$0	\$0	\$0	\$16,055,891	\$16,055,891

Riverside County

Transit Operator	Allocation
SunLine Transit Agency	\$16,055,891
Total	\$16,055,891

Lancaster-Palmdale UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307	\$24,689,433				\$24,689,433
Section 5337 HIFG	\$20,067,848				\$20,067,848
Section 5337 HIMB	\$3,118,328				\$3,118,328
TOTAL	\$47,875,609	\$0	\$0	\$0	\$47,875,609

Los Angeles County

Transit Operator	Allocation
Antelope Valley Transit Authority	
Total:	\$47,875,609

Murrieta-Temecula-Meniffee UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307				\$14,423,497	\$14,423,497
Section 5337 HIFG					\$0
Section 5337 HIMB					\$0
TOTAL	\$0	\$0	\$0	\$14,423,497	\$14,423,497

Riverside County

Transit Operator	Allocation
Riverside Transit Agency	\$14,423,497
Total	\$14,423,497

Santa Clarita UZA FTA Section 5307 & 5337 CARES ACT Allocation					
PROGRAM	LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
Section 5307	\$14,796,818				\$14,796,818
Section 5337 HIFG	\$3,473,381				\$3,473,381
Section 5337 HIMB	\$2,595,404				\$2,595,404
TOTAL	\$20,865,603	\$0	\$0	\$0	\$20,865,603
Los Angeles County					
Transit Operator Allocation Santa Clarita Transit \$1					
Total:		\$20,865,603			

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE FILING OF AN APPLICATION FOR THE CORONAVIRUS AID,
RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS**

WHEREAS, on March 27, 2020, Congress approved and signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the financial shortfalls in nearly every sector of the American economy; and

WHEREAS, the CAREAS Act provides \$25 billion dollars in grant aid to transit agencies to help prevent, prepare for and respond to the COVID-19 pandemic (the "Grant"); and

WHEREAS, the Los Angeles Metropolitan Transportation Authority has been delegated the authority to administer and award financial assistance to owners of transit fleets under the Grant; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through the Montebello Bus Lines (the "Transportation Department") is an eligible recipient of the Grant; and

WHEREAS, receipt of Grant funds would assist the Transportation Department recover operating expenses incurred during the height of the health pandemic emergency and potential recurring expenses as the emergency lessens; and

WHEREAS, as a qualified applicant, the City is willing and able to carry out all activities described in the Grant guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello as follows:

1. The Transportation Department is authorized to execute and file an application for the City of Montebello, through Montebello Bus Lines (MBL), to receive Coronavirus Aid, Relief, and Economic Security (CARES) Funds for operation cost and other COVID-19 related expenditures.
2. City Staff shall take the necessary steps to complete the CARES Act Funds application process including executing necessary documents and, if the grant application is approved, managing the project.

APPROVED AND ADOPTED THIS 24 DAY OF JUNE, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adoption of a Resolution Authorizing the City Manager or Designee to Execute Documents Necessary for the Purpose of Obtaining Financial Assistance Provided by the State of California Department of Transportation State of Good Repair Program**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a Resolution authorizing the City Manager or Designee to execute any documents necessary for the purpose of obtaining financial assistance provided by the State of California Department of Transportation State of Good Repair Program.
2. Take such additional, related action that may be desirable.

BACKGROUND

The Road Repair and Accountability Act of 2017, Senate Bill 1 ("SB 1") (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that provides additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the State of Good Repair ("SGR") Program. This Program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects.

SB 1 named the State Department of Transportation as the administrative agency for these funds, and emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for State of Good Repair funding, local agencies must comply with various regulations and reporting requirements.

RESOLUTION – AUTHORIZE THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO OBTAIN FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR FUNDS FOR VARIOUS YEARS

Page 2 of 4

The Los Angeles County Metropolitan Transportation Authority (Metro) is the local planning agency designated to administer the distribution of these funds to transit agencies in the Los Angeles County region. If the City of Montebello (“City”) agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines, the City becomes eligible to receive STA funding from the SGR Account for transit projects.

In order to obtain the City’s allocated funds, staff is also required to identify the specific associated SGR projects, as follows:

Fiscal Year 2017-18 (SGR)	
Funding Available:	Projects:
\$173,800	• Preventative Maintenance – Maintenance of the Administration Building, Grounds and Equipment

Fiscal Year 2018-19 (SGR)	
Funding Available:	Projects:
\$363,729	• Preventative Maintenance – Maintenance of the Administration Building, Grounds and Equipment

Fiscal Year 2019-20 (SGR)	
Funding Available:	Projects:
\$377,267	• Upgrades to the Transportation Center including but not limited to HVAC systems, painting, paving, and other long-term maintenance projects. • Upgrades to the Taylor Ranch Park and Ride lot including but not limited to replacement fencing, lighting, parking lot resurfacing and other maintenance projects.

Through SB 1, an additional 20 cent diesel excise tax was also imposed State-wide in November 2017. The City is eligible to receive two payments from the revenues from this excise tax. These revenues are also programmed through the State’s STA account, one for Fiscal Year 2018-19 and another for FY 2019-20.

Fiscal Year 2018-2019:

The City’s share of STA Revenues generated from the diesel excise tax for FY 2018-2019 is \$791,263. This additional STA funding can be claimed through the Transportation Development Act (TDA) process, administered by the Southern California Association of Governments (SCAG). Pursuant to the TDA regulations, this STA funding can be used for both transit capital and operating expenses. The City is

RESOLUTION – AUTHORIZE THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO OBTAIN FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR FUNDS FOR VARIOUS YEARS

Page 3 of 4

proposing to use the carryover funds from prior fiscal years towards strategic planning, capital and operating expenses for FY 2020-21.

Fiscal Year 2018-19 (STA)	
Funding Available:	Projects:
\$791,236	• Strategic Planning – Long Term and Short Term Goals • Line-by-Line Analysis • Operating Cost • Capital Cost

Fiscal Year 2019-2020:

The City's share of STA Revenues for FY 2019-2020 is \$1,135,528. The City is proposing to use the excise tax STA funding towards capital and operating expenses for FY 2020-21.

Fiscal Year 2019-20 (STA)	
Funding Available:	Projects:
\$1,135,528	• Operating Cost • Capital Cost • Bus Replacement Program • Transit Planning • Adjustment of Operating Cost during COVID-19

FISCAL IMPACT

The State of Good Repair program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account. These funds are to be made available for eligible transit maintenance, rehabilitation and capital projects. The City of Montebello has various projects related to facility maintenance, repairs and upgrades that will utilize the City's allocation of \$914,796 in State of Good Repair funds (FY 2017-18 through 2019-20).

In addition, there is revenue available from a statewide excise tax charged on diesel fuel that is available for various transit related projects. The City proposes to use its allocation of \$1,926,764 for strategic planning, bus replacement and related items.

SUMMARY

Staff is recommending that the City Council consider adopting a Resolution authorizing the City Manager to execute documents necessary for the purpose of obtaining financial

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020

RESOLUTION – AUTHORIZE THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO OBTAIN FINANCIAL ASSISTANCE PROVIDED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STATE OF GOOD REPAIR FUNDS FOR VARIOUS YEARS

Page 4 of 4

assistance provided by the various State of California Department of Transportation State of Good Repair Program accounts.

ATTACHMENTS

Proposed Resolution
Certifications and Assurances

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED STATE OF
GOOD REPAIR PROGRAM DOCUMENTS, INCLUDING ANY AMENDMENTS
THERE TO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Montebello is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Montebello City Council has reviewed and approved a list of projects for funding under this program, as identified in Exhibit A; and

WHEREAS, the City agrees to comply with all conditions and requirements set forth in the Certification and Assurances document; as identified in Exhibit B and

WHEREAS, the City of Montebello wishes to delegate authorization to execute required documents and any amendments thereto to the City Manager.

NOW THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Montebello as follows:

1. The City Manager is hereby authorized to execute all required documents of the SGR program and any Amendments there to with the California Department of Transportation.

APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2020.

Salvador Melendez, Mayor

ATTEST: APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT A

SENATE BILL 1 - STATE OF GOOD REPAIR PROJECT LIST

Fiscal Year 2017/2018	
Funding Available:	Projects:
\$173,800	• Preventative Maintenance – Maintenance of the Administration Building, Grounds and Equipment

Fiscal Year 2018/2019	
Funding Available:	Projects:
\$363,729	• Preventative Maintenance – Maintenance of the Administration Building, Grounds and Equipment

Fiscal Year 2019/2020	
Funding Available:	Projects:
\$377,267	• Upgrades to the Transportation Center including but not limited to HVAC systems, painting, paving, and other long-term maintenance projects. • Upgrades to the Taylor Ranch Park and Ride lot including but not limited to replacement fencing, lighting, parking lot resurfacing and other maintenance projects.

SENATE BILL 1 - STA PROJECT LIST

Fiscal Year 2018/2019	
Funding Available:	Projects:
\$791,236	• Strategic Planning – Long Term and Short Term Goals • Line-by-Line Analysis • Operating Cost • Capital Cost

Fiscal Year 2019/2020	
Funding Available:	Projects:
\$1,135,528	• Operating Cost • Capital Cost • Bus Replacement Program • Transit Planning • Adjustment of Operating Cost during COVID-19

#

**State Transit Assistance State of Good Repair Program
Recipient Certifications and Assurances**

Recipient: City of Montebello

Effective Date: June 24, 2020

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project.
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.
- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.
- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

City of Montebello

BY: _____
René Bobadilla, City Manager

Division of Rail and Mass Transportation
State Transit Assistance State of Good Repair Program
Authorized Agent Form



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2020-2021 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

René Bobadilla, City Manager OR
 (Name and Title of Authorized Agent)

Arlene Salazar, Assistant City Manager OR
 (Name and Title of Authorized Agent)

 (Name and Title of Authorized Agent)

AS THE City Manager
 (Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
 (Name of County/City Organization)

Mr. René Bobadilla City Manager
 (Print Name) (Title)

 (Signature)

Approved this _____ day of _____, 20____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Award a Contract to Power Manufacturing Inc. for Bus Operator Door Barriers**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Award a contract to Power Manufacturing Inc. for Bus Operator Door Barriers for a total project cost not-to-exceed \$56,100; and
2. Authorize the City Manager to execute a contract on behalf of the City; and
3. Take such additional, related, action that may be desirable.

BACKGROUND

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to help the State prepare for a broader spread of the Coronavirus (COVID-19). Thereafter, the Center for Disease Control and Prevention (CDC) introduced guidelines to the public and transit agencies to prevent the spread of the virus. The guidelines included: limiting close contact with others by maintaining social distance of 6 feet apart.

Following the CDC's guidelines, Montebello Bus Lines (MBL) required their passengers to board the bus through the rear entry doors. MBL also waived the fare collection to limit interaction between the operators and the passengers. The public's health and safety is MBL's top priority as the long standing safety concern remains. MBL is seeking a manufacturer for bus operator door barriers for the bus operators' safety, in anticipation of collecting bus fare beginning August 2, 2020.

Due to the high demand for door barriers during the State of Emergency there has only been one prospective manufacturer that can provide the door barriers and materials in time to meet the goal of collecting fares beginning August 2, 2020. For that reason the manufacturer has been identified as a sole source.

**AWARD A CONTRACT TO POWER MANUFACTURING INC. FOR BUS OPERATOR
DOOR BARRIERS**

Page 2 of 2

ANALYSIS

On June 10, 2020, Power Manufacturing Inc. provided a quote for the purchase of sixty-six (66) door barriers and materials. Total cost for the door barriers and materials is \$56,100. Shipping cost has also been included in the total cost. The installation of the door barriers will be completed by MBL Staff.

Item	Quantity	Fee Per Door Barrier	Total
Door Barrier *Materials Per Door: • Angled Lexan • Spring Loaded Slam Latch • Bridges U Bolts • Angled door frame for wheelchair • Cover sharp edges and exposed bolts • Extended Barrier 1" to farebox	66	\$850	\$56,100

FISCAL IMPACTS

Funding for this project will be reimbursed from the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Staff will take the necessary action to properly record these expenditures and charge them against any CARES Act funding received by the City.

SUMMARY

Staff is recommending that the City Council award a contract to Power Manufacturing Inc. for Bus Operator Door Barriers for a total project cost not-to-exceed \$56,100; authorize the City Manager to execute a contract on behalf of the City; and direct staff to take such additional, related, action that may be desirable.

ATTACHMENT:

Draft Agreement

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

BUS OPERATOR DOOR BARRIERS

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 25th day of June, 2020 ("Effective Date") by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and Power Manufacturing Inc., an Indiana corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

- A. AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CONTRACTOR is a corporation duly-organized and doing business in the State of Indiana. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide AGENCY with the equipment, goods and services set forth in this Agreement.
- C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to AGENCY, equipment, goods and services necessary for the Bus Operator Door Barriers project ("Project") as further described in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

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

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. CONTRACTOR's Proposal Price dated June 10, 2020.

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 shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with AGENCY to furnish its best skill, judgment and efforts and to cooperate with AGENCY and any other contractors engaged by AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, AGENCY agrees to pay and CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated June 10, 2020 ("Compensation"), attached hereto as **Exhibit "A"** and incorporated by this reference. The Compensation shall not exceed the sum of **Fifty-Six Thousand One Hundred Dollars and Zero Cents** (\$56,100.00) and such sum shall include all amounts payable to CONTRACTOR for its authorized subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by AGENCY.

Said Compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof if such are incurred in the manner and time specified in the aforesaid Contract Documents; and also including those resulting from acts beyond reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted in writing by mutual agreement by the Parties, herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed, and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

ARTICLE V. Ownership of Written Products

Where applicable, all reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of AGENCY.

ARTICLE VII. Confidentiality

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

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to (1) any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents; or, if applicable, (2) any infringement of the patent rights of any person or persons in consequence of the use by AGENCY or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which CONTRACTOR is not lawfully entitled to sell. AGENCY will give CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so.

CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. CONTRACTOR shall furnish immediately to AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. PERS Eligibility Indemnity

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

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

ARTICLE XI. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all duly authorized individuals, firm members, partners, joint ventures,

and/or corporate officers having principal interest herein.

ARTICLE XII. Termination

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

13.1. Material Breach. For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice.

13.2. Non-Material Breach. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

13.3. Failure to Cure. In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

13.4. Termination for Convenience. AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR.

13.5. Upon the termination of this Agreement as provided in this Article, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs after receiving AGENCY's Notice to Proceed (as defined in paragraph 13.5.1 below), 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

13.5.1. Notice to Proceed shall be issued within fifteen (15) working days of Contract execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between AGENCY and CONTRACTOR. If the Notice to Proceed has not been issued within the 15-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Contract without further liability on the part of

either party. AGENCY shall retain sole discretion to require multiple Notices to Proceed at each milestone, of phase of the Project where deemed applicable and/or desirable by AGENCY.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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

ARTICLE XIV. Subcontract, Assignment or Delegation

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

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

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

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

ARTICLE XVI. Notices

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY: Montebello Bus Lines
Young-Gi Kim Harabedian, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
YKimHarabedian@cityofmontebello.com

To CONTRACTOR: Power Manufacturing, Inc.
53087 Faith Ave,
Elkhart, IN 46514
Mark Roberts, Owner
(574) 849-0080
mroberts@power-mfg.com

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Montebello.

ARTICLE XIX. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the

provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the first date written above ("Effective Date"). . This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")

Power Manufacturing Inc.
("CONTRACTOR")

René Bobadilla, City Manager

Mark Roberts, Owner

Date:

Date:

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Resolution Approving Application Submittals to the California Natural Resources Agency – Urban Greening Program

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council approve a Resolution approving application submittals to the California Natural Resources Agency (CNRA) – Urban Greening Program.

BACKGROUND

The California Natural Resources Agency (CNRA) has allocated funds for a fourth cycle of the Urban Greening Program (“CNRA Urban Greening Program”) in an effort to support the development of green infrastructure projects that reduce Greenhouse Gas (GHG) emissions and provide multiple benefits. The CNRA Urban Greening Program is funded through the State of California’s Greenhouse Gas Reduction Fund.

Signed into law in 2006, Assembly Bill (AB) 32, also known as the California Global Warming Solutions Act of 2006 required a sharp reduction of GHG emissions to 1990 levels by 2020. Assembly Bill 32 was the first program to take a comprehensive, long-term approach to addressing climate change to improve the environment and natural resources while maintaining a robust economy. Senate Bill (SB) 32 confirms the State's continued commitment to reducing GHG emissions by directing emissions reductions to meet a target of 40% below 1990 levels by 2030.

In order to quantify GHG emission reductions, proposals for the CNRA Urban Greening Program must include at least one of the following project activities:

- Sequester and store carbon by planting trees
- Reduce building energy use by strategically planting trees to shade buildings
- Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

**RESOLUTION APPROVING APPLICATION SUBMITTALS TO THE CALIFORNIA
NATURAL RESOURCES AGENCY – URBAN GREENING PROGRAM**

PAGE 2 OF 2

The Recreation and Community Services Department is planning to make improvements at Reggie Rodriguez Park, which includes aspects that are eligible for grant funding under the CNRA Urban Greening Program. Potential overall improvements include new ballfields, upgrades to lighting, tree planting, pedestrian walkways, and other park enhancements (“Proposed Project”).

An estimated \$28.5 million dollars has been allocated to the CNRA Urban Greening Program. Amounts awarded will be based on a competitive, project-driven, application process. The first part of that application process requires a resolution by the City Council of the City of Montebello certifying the approval of the application to the State of California and the submission of the proposal application by July 15, 2020. If awarded, the City will then enter into an agreement with the State of California to carry out the Proposed Project.

FISCAL IMPACT

Should the City be awarded an Urban Greening Program grant, staff will return to the City Council to accept the award and amend the budget accordingly.

SUMMARY

City Council approve a Resolution authorizing application submittals to the California Natural Resources Agency (CNRA) – Urban Greening Program.

ATTACHMENTS:

- 1) Resolution

RESOLUTION NO.

**RESOLUTION OF THE CITY OF MONTEBELLO
APPROVING APPLICATION SUBMITTALS TO THE CALIFORNIA NATURAL
RESOURCES AGENCY – URBAN GREENING PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the California Natural Resource Agency – Urban Greening Program (“CNRA – Urban Greening Program”); and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution by the City Council of the City of Montebello certifying the approval of application(s) to the State; and

WHEREAS, the City of Montebello, if selected, will enter into an agreement with the State of California to carry out the City’s proposed CNRA - Urban Greening Program project listed in Section 2 below.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF MONTEBELLO HEREBY:

SECTION 1. Recitals. Finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Resolution.

SECTION 2. Approvals and Certifications.

1. Approves the filing on an application for the Reggie Rodriguez Park Improvement Project;
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure resources to do so, and
4. Certifies that it will comply with provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and

6. Appoints the Director of Recreation and Community Services, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

APPROVED AND PASSED THIS 24th DAY OF JUNE, 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 12th day of February, 2020, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Authorization to issue Request for Proposals (RFP) for Citywide Landscape Maintenance

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council authorize staff to issue a Request for Proposals (RFP) Citywide Landscape Maintenance.

BACKGROUND

The City is seeking a contractor to provide citywide landscape maintenance services. This includes furnishing all labor, tools, materials, appliances and equipment for landscape maintenance services requested by the City. Maintenance areas to be serviced are exterior landscaping including lawn areas, planters, banks, flower beds, island median strips, and irrigation systems adjacent to buildings and in and around parking lots. The maintenance work described in the RFP will be performed as a continuous and constant program throughout the contract.

On January 28, 2019, the City issued RFP No. 19-14 for Citywide Landscape Maintenance and received eleven (11) proposals in response. On March 27, 2019, City Council awarded a one-year contract to North Star Landscape with the option of up to two additional one-year extensions. The City's landscaping needs have expanded and, therefore, the scope of services for the maintenance contract must be adjusted accordingly. Therefore, staff is recommending the issuance of the RFP to include the expansion of services, as well as all necessary areas and landscape locations.

FISCAL IMPACT

The awarded contract will be split between the Parks and Recreation, Public Works, Transit and Fire Departments. At this time, there is not any further impact to the budget beyond what each department has already budgeted for landscaping services in the Fiscal Year 2020-21 proposed budget. Once a contract is awarded, after the RFP review process, Staff will evaluate landscape maintenance budgets in each of the

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
REQUEST FOR PROPOSALS FOR CITYWIDE LANDSCAPE MAINTENANCE
PAGE 2 OF 2

respective Divisions. If necessary, Staff will return with requests to amend the FY 2020-21 budget.

SUMMARY

The City Council will consider authorizing staff to issue a Request for Proposals (RFP) for Citywide Landscape Maintenance.

ATTACHMENTS: 1) Draft RFP for Citywide Landscape Maintenance



CITY OF MONTEBELLO

Request for Proposals

RFP No. 20-15

CITYWIDE LANDSCAPE MAINTENANCE

Release Date: July 2, 2020

Due Date: August 6, 2020 @ 1:00 p.m.

Proposal Opening: August 6, 2020 @ 2:00 p.m.

Bid Award Date: September 9, 2020 CCM

TO PROSPECTIVE BIDDERS

The City of Montebello invites your firm 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. Proposals 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 in order to qualify for consideration. The successful bidder will be required to enter into a Landscape Maintenance agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

July 2, 2020

THE PROJECT:

Project Name: Citywide Landscape Maintenance
Location: Various

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: David Sosnowski, Director of Recreation & Community Services
Contact Phone: (323) 887-4540
Contact E-Mail: dsosnowski@cityofmontebello.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact:

Name: Laurie Aguilar, Management Analyst
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90640
Contact: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887-1200 Ext. 374
Contact E-Mail: laguilar@cityofmontebello.com

FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP No. 20-15

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NOTICE INVITING PROPOSALS
FOR CITYWIDE LANDSCAPE MAINTENANCE

RFP NO. 20-15

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello's official website up to the hour of 1:00 p.m. on Thursday, August 6, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A **mandatory pre-proposal meeting** will be held at the Recreation Office located at **1700 W. Victoria Ave., at 11:00 a.m. on Wednesday, July 15, 2020.** A brief tour of some of the job sites will be available to interested parties.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. *Contractors shall provide their DIR Contractor Registration Number.*

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to Laurie Aguilar, Management Analyst at laguilar@cityofmontebello.com.

THE DATE OF SOLICITATION: Thursday, July 2, 2020

PRE-PROPOSAL MEETING: Wednesday, July 15, 2020 @ 11:00 a.m. – City Hall

SUBMITTAL DUE DATE: Thursday, August 6, 2020 @ 1:00 p.m.

BID OPENING: Thursday, August 6, 2020 @ 2:00 p.m. at City Council Chambers

AWARD DATE:, August 26, 2020 City Council Meeting (tentative)

II. GENERAL INFORMATION

PRE-PROPOSAL MEETING

A **mandatory pre-proposal meeting** will be held at the Recreation Office located at **1700 W. Victoria Ave., at 10:00 a.m. on Wednesday, July 15, 2020.** An optional walk through will be conducted and any questions or comments will be addressed at that time. All interested bidders are invited; attendance for the meeting is mandatory for the proposal submittal purposes, but the walkthrough will provide bidders an opportunity to ask questions and visit project sites (the walkthrough or tour of sites is not mandatory). All questions or clarifications shall be submitted via email to Laurie Aguilar no later than 3:00 p.m. on Tuesday, July 21, 2020. The City will respond to all written questions by issuing a written addenda, if needed, no later than 5:00 p.m. on Thursday, July 30, 2020.

SCOPE OF WORK

Contractor shall furnish all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required perform either the weekly, monthly, quarterly or semi-annual landscape maintenance services as designated by this RFP.

LICENSE REQUIREMENT

Contractor shall possess a current/valid State of California C-27 Landscape Contractor's license. All work shall be performed consistent with C-27 licensing requirements. As applicable, the Contractor shall perform all work pursuant to the most current Landscape industry standards, adopted applicable codes and all municipal ordinances. In some instances, the Contractor may be required to comply with applicable standards per the Standard Specifications for Public Works Construction (Green Book).

This project requires California Department of Industrial Relations registration and the vendor must provide a copy of their DIR number/registration with their bid packet.

PROPOSAL SUBMITTAL

The City will select, as to the Request for Proposals, the lowest and best proposal. The City reserves the right, to negotiate with the prospective contractors as to the price, terms and conditions of providing the required services and to award a contract for performance of the required services based on the negotiated price, terms and conditions. The City reserves the right to split the award, reject all bids and circulate another RFP or award contract(s) in a manner that best suits the City's needs. Further explanation of the selection process is found on page 30-32 of this RFP.

PREVAILING WAGES RATES

It shall be mandatory upon the Contractor to whom the agreement is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the

execution of the agreement. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

SPECIFICATIONS/WORK REQUIREMENTS

GENERAL SPECIFICATIONS

A. DEFINITIONS:

INSPECTOR: The Public Works Director or Recreation & Community Services Director or authorized designee(s) will be the Inspector. This person(s) will be in charge of inspection and administration of this contract.

B. TERM OF CONTRACT

This contract shall be for a period of three (3) years beginning, October 1, 2020, subject to renewal by two (2) additional one-year periods. Based upon recommendation by the City that the Contractor has fully complied with the contract requirements and that it is in the interest of the City to continue the contract, a request will be submitted to the Director of Recreation & Community Services for contract extension. The total term of the contract shall not exceed five (5) years. The proposed prices shall be valid for the initial three (3) year life of the contract. A "sample" Agreement is attached to this RFP as "Exhibit B".

MATERIALS (as applicable)

- 1.1 The Contractor shall furnish all the necessary materials and supplies required to complete the work as specified herein.
- 1.2 Within ten (10) working days of the "Notice to Proceed" the Contractor shall provide a full and complete list of materials and supplies as specified or to be provided.
- 1.3 All materials and supplies shall be new, high quality, free of defects, and designed for the intended use and shall be subject to the Inspector's approval.
- 1.4 The Contractor shall supply the City at each monthly billing cycle with all delivery tickets/receipts for materials utilized within the billing time frame.

C. EXECUTION OF AGREEMENT:

The Agreement (sample attached) 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 contract has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall be just cause, at the City's option for annulment of the contract

award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

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

D. CONTROL OF WORK:

The Inspector shall decide any and all questions which may arise as to the quality or acceptability of the work performed, the manner and rate of performance, interpretation of the specifications, and/or the acceptable fulfillment of the contract by the Contractor. The Inspector shall direct the inspection/administration of the work and decide questions regarding compensation.

The Director of Public Works or Recreation & Community Services shall advertise, bid, receive and provide control over all insurance and bonds, and enforce or make effective such actions as necessary to insure compliance with these contract specifications.

E. DEFICIENT PERFORMANCE:

The following Liquidated Damages shall be applied to deficient performance and/or late completion:

The parties hereto agree that it is impracticable or extremely difficult to determine the actual damages to the purchaser from failure to maintain the landscape areas according to the established schedule or level of care. Therefore, it is hereby established that two hundred fifty dollars (\$250.00) or the accepted bid amount for the specific area of negligence will be deducted and withheld from the payments due or to become due to the Contractor for each Calendar day work is incomplete beyond the scheduled day. The City will inform the Contractor in writing of the intent to withhold payment for work not performed at the predetermined and agreed upon schedule (i.e. mowing service not performed at the frequency specified in the RFP for a specific area).

Where/when applicable, the Contractor shall be responsible for closing, locking all doors, windows and cabinets, gates, locks and setting alarms, etc. (as requested OR as necessary) before leaving work sites; regardless of the condition upon arrival. The sum of \$250.00 per instance shall be deducted and withheld from the payments due or become due to the Contractor. The City shall inform the Contractor in writing of the intent to apply penalties to monthly payments.

F. PERFORMANCE STANDARDS

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statues unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the

Landscape industry. ***It is intended that the Contractor will schedule its operations to meet or exceed these requirements.*** It is further intended that the Contractor will put forth a level of effort to provide quality maintenance.

G. INSURANCE/BONDING

1.1 The Contractor shall procure and maintain for the duration of the contract insurance against claims from injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

1.2 The Contractor shall not commence any work under this contract until he has secured all insurance required by this section and the professional services contract nor shall he allow any subcontractors to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained. In accordance with Section 3700 of the California Labor Code, the Contractor shall (i) maintain adequate worker's compensation insurance under the laws of the State of California for all labor employed by him or any subcontractor under him, or (ii) secure from the Director of Industrial Relations a certificate to self-insure such labor, when such labor comes within the protection of such worker's compensation laws.

All policies shall contain the following: (i) a provision or endorsement naming the City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants, as additionally named insured with respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

Promptly upon execution of the contract and prior to commencement of any work, Contractor shall furnish the City certificates of insurance covering all policies providing the insurance required hereunder. Insurance requirements are further outlined in the sample Professional Services Agreement found in this RFP.

Contractor agrees, upon written request, to furnish City with copies of all required policies, certified by an authorized representative of the insurer. All insurance issued under the provisions of this section shall be issued in the form and by

insurance organizations approved by the City prior to the commencement of any work hereunder.

1.3 A Bid Bond is required. A Faithful Performance Bond is required for the three years of the contract award. A copy of a sample Bonds is provided. An Annual renewal bond will be accepted.

H. LABOR REQUIREMENTS

- a. **BACKGROUND:** All personnel engaged in the performance of this work shall be employees of the Contractor, 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. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Contractor allow the use of, or presence of, alcohol or drugs on the premises or in the building.
- c. **IDENTIFICATION:** All personnel shall wear uniforms, furnished by the Contractor, at all times during performance of this work. The Contractor and/or its area supervisor may wear badges in lieu of uniforms. The appearance of the uniforms and the manner, in which they are worn, shall be approved by the Inspector. If it is found that personnel are not wearing uniforms, a \$50.00 charge will be issued for each person not in uniform.
- d. **SUPERVISION:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively both in writing and orally.
- e. **TRAINING:** Contractor shall have an ongoing training program for all its staff. Contractor shall provide only personnel that have been fully trained for performance of this work.

Supervisors shall have been trained in supervision.

- f. **NON-DISCRIMINATION:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex or religion of such persons. Violations of this provision may result in the imposition of penalties under Section 1735 of the Labor Code.
- g. **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.

I. RECORDS

Contractor shall maintain an accurate record showing names of employees, classification, actual hours worked, wages paid and benefits paid to each employee.

This record shall be subject to the inspection of the Inspector and the State Division of Labor Law Enforcement in accordance with the provisions of Section 1776 of the State Labor Code.

The Contractor agrees to permit City Manager/Contract Inspector access during normal working hours to all books, accounts, records, reports, files and other papers or property of the Contractor for the purpose of auditing any aspect of performance under this contract.

J. PROTECTION AND RESTORATION

The Contractor shall protect all furnishings and improvements from damage by its operations. All damage occurring during the Contractor's operations shall be repaired or replaced, at the option of the City at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

K. EQUIPMENT TOOLS AND SUPPLIES

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense.

All keys or access cards given to the Contractor by the Inspector shall be surrendered to same at the termination of this contract and **no duplication of the keys shall be made.**

All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

On all vehicles utilized under scope of this contract, the Contractor shall have placards, emblems, signs, etc., attached to driver and passenger doors, which include but are not limited to the following:

- Company Name

L. SUBCONTRACTS

Contractor shall be responsible for all work performed under this contract 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.

M. CHANGES

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

N. PAYMENTS

The contract annual total amounts for Landscape services shall include full compensation for providing all labor, material, equipment and incidentals required for the Landscape services as specified in these specifications and no additional compensation will be allowed.

O. INVOICES

The Contractor shall submit a monthly invoice in duplicate to the Inspector at the following address: 1600 W. Beverly Blvd., Montebello, CA 90640. Invoice shall be submitted on standard company forms and shall state:

1. Invoice number
2. Invoice period
3. A brief description of work
4. Total amount requested
5. Contractor's tax identification number
6. Location where services were provided

Payment will be made on approval by the Contract Supervisor subject to routine processing requirements of the City.

P. Work Requirements

- a) Work will be performed between the hours of 7:00 AM and 5:00 PM, Monday through Friday. During emergencies, work may be required at other than normal business hours. The Contractor must receive the approval of the Director of Recreation & Community Services, or authorized representative, prior to commencing any work in all cases.
- b) Contractor shall maintain an adequate crew of employees to perform the service required.
- c) Contractor *may* be required to supply a list of equipment owned and available for work.
- d) Unit prices quoted shall include all required safety equipment owned and available for work.

- e) Unit prices for all as-needed additional landscape work shall be for actual time spent on the job site. **No travel time, fuel or supply/materials (unless preapproved) will be paid.**
- f) Contractor shall protect any and all private property adjacent to work areas. Any damage to private property resulting directly or indirectly from Contractor's actions shall be the responsibility of the Contractor.
- g) All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.
- h) Contractor must be able to provide a list of employees' names, dates worked and hour worked on each date, for each project or job, if requested.
- i) Contractor agrees to require his/her employee to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment towards the public. Should, for any reason, an employee be unsatisfactory in the opinion of the Director or authorized representative, the Contractor, when notified in writing, shall cause the employee to be removed from the project or job and replaced by an employee satisfactory to the Director or authorized representative.
- j) Contractor shall provide, for all projects, a supervisor/foreman with a minimum of five (5) years of experience related to the Landscape industry. The supervisor/foreman shall remain on-site as required.
- k) Contractor shall possess a valid/current Contractor's license. Contractor and all employees shall possess a valid/current California Driver License, including all insurances, as required by the City.
- l) Contractor shall use and furnish all vehicles and equipment necessary for the satisfactory performance of the work set forth in this RFP/contract. All vehicles and equipment shall display the name and/or logo of Contractor's company. The name and logo shall be large enough to be easily legible from a distance of fifty (50) feet, during the course of their work.
- m) Contractor shall keep all vehicles and equipment in a neat and clean appearance and maintained in excellent mechanical condition.
- n) Contractor is required to supply storage for equipment and materials that are used in the City. Equipment and material shall not be stored in the public right of way or any other City property without written authorization from the Director or authorized representative.
- o) Contractor shall provide such adequate supervision as to furnish ongoing supervision of workmanship and adherence to schedules by the employees performing the work under the contract. As may be necessary or required by the City, the field supervisor or their representative shall check with the Director or authorized representative as to (1) schedule of work; (2) complaints; and (3) adequacy of performance. Contractor shall submit such reports as the City may require, ensuring compliance with schedule work.
- p) The Contractor shall provide the City at all times throughout the duration of this contract emergency telephone numbers of at least (2) qualified persons who can be called for emergency condition at any time that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the primary number. The emergency number shall be used to contact the

representative of the Contractor who can take the necessary action required to alleviate an emergency condition or job related complaint which threatens to cause damage to any City property or compromise the public's safety.

- q) Contractor shall provide the City with one (1) copy of an "Emergency Medical Facility Designation and Procedure Sheet" before a contract is awarded. On this sheet, the successful proposer must designate a twenty-four (24) hour emergency medical facility to provide emergency medical treatment/care in the event to injury to any of the Contractor's employees. It will be the responsibility of the Contractor's supervisor /lead worker to transport or make arrangements for the transportation of any injured employee to and from the designated emergency medical facility or any similar medical facility.
- r) The Contractor shall verify the location of all utilities prior to repair or maintenance and shall be held liable for all damages incurred due to Contractor's work related operations.
- s) The Contractor must remain within the maintenance areas to the best of their ability. Contractor shall further protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of work, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.
- u) Contractor shall, where applicable, comply with all City regulations regarding National Pollutant Discharge Elimination System (NPDES) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain, creek or adjacent water ways. Contractor shall implement any and all BMP's as may be necessary.
- v) Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contracting the responsible agency at least 24 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such request should be requested through USA @ 811 or 800-227-2600.

III. LANDSCAPE MAINTENANCE SERVICES

SCOPE OF WORK – The City of Montebello, herein after referred to as “City” desires a contractor to provide the following services:

Furnish all labor, tools, materials, appliances, and equipment for landscape maintenance services requested by the City. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these specifications shall be performed by the contractor upon written notice from, and at the expense of, the City of Montebello.

Maintenance of all exterior landscaping including, without limitation, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots. Landscape maintenance shall be performed in accordance with highest horticultural standards in order that landscaping remains in first class condition at all times.

DEFINITIONS:

City Monuments

- Any graffiti is to be reported to the City Representative.

Concrete Surfaces

- Concrete surfaces shall be maintained debris free, either mechanically or manually.

Irrigation

- Irrigation maintenance, programming, repairs and the related costs shall be the responsibility of the Contractor. All plant materials are to be properly irrigated, frequency to be determined by plant material requirements and weather conditions. The Contractor shall provide the City Representative the schedule of the irrigation programming. Any irrigation repairs or issues must be reported to the City Representative. All irrigation components from the backflow to the sprinklers/drip irrigation are the responsibility of the Contractor.

Litter and Debris

- Once a week, the Contractor is responsible for the removal of any litter or debris that becomes evident in any areas.
- Clean drains and gutters of any dirt, clippings, etc. as necessary or as requested by the City.
- Contractor will be responsible for the disposal of all trash and debris that accumulates as a result of the work.

Pest and Disease Control

- Vertebrate pest control is the responsibility of the Contractor either by mechanically trapping or the use of chemicals.
- Turf or plant material diseases that may arise are the responsibility of the Contractor to manage.
- All chemical use must have the prior approval of the City Representative.

Plant Material/Planters

- Once a week, planters and slopes will be maintained, soil to be maintained weed free and shrubs to be properly trimmed. Plant material is to be fertilized three (3) times a year (March, June, and October) with nutrient make-up to be approved prior to each application by the City Representative.
- Ground cover must be kept weed free and properly maintained adjacent to walls, curbs, mow and strips and sidewalks. Ground cover will be maintained at a height between (6) and twelve (12) inches.
- The installation of new plant material will be determined by the City, and to be billed separately.
- Damaged turf, plant material, trees or irrigation that is a result of the improper management or negligence of the Contractor for any reason shall be repaired or replaced at the cost of the Contractor.

Steam Cleaning

- Once a month, concrete walkways, benches and gazebos and/or other specified areas are to be steam cleaned.

Tree Trimming

- To remove under branches to permit clearance of approximately eight (8) feet on the sidewalk or pedestrian side of any tree.

Turf Maintenance

- Once a week, turf shall be mowed and edged. The turf shall be mowed at a height of 2 ½ inches October thru April and 3 inches May thru September, clippings are to be removed. The City can request that turf areas be mowed at shorter or higher heights in specific areas.
- Turf is to be fertilized four (4) times a year with the application to be made in March, June, September, and December. Dates and nutrient make-up to be determined in each month proceeding application by the City Representative.
- Turf is to be maintained free of broadleaf weeds, which may be accomplished either manually or chemically. All chemical applications must be approved by a City Representative.
- Turf is to be aerified and de-thatched at minimum once a year. The date to be determined by the City Representative.
- Turf is to be seeded two (2) times a year. Dates and grass-type to be determined by the City Representative.

Waste Receptacles

- Maintenance of waste receptacles will be the responsibility of the Contractor. Once a week, trash bags will be used in the receptacle, with trash is to be removed. The lids and outsides of waste receptacles must be wiped down and cleaned during weekly trash removal.

SITE LOCATIONS:

Taylor Ranch Park

Area: Located at 737 North Montebello Blvd. – includes all turf, plant material in park including parking lot planters and tree wells and planters on Lincoln and Montebello.

- Plant Material/Planters
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Steam Cleaning to include Gazebo, benches, bridge, trash receptacles, pond features, walkways, restroom exterior and interior
- Turf Maintenance

Rea Drive

Area: Located at 600 N. Rea Drive. This area is specific to 1) West Side of Rea Drive from Beverly to Lincoln (weed abatement maintenance).

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Litter and Debris

Roosevelt Ave. Riverbed Access and Rest Stop

Area: Located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris
- Waste Receptacles

Grant Rea Park Riverbed Access and Rest Stop (Northeast side of park)

Area: Located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials and fenced area pictured in aerial. This area includes the sloped area turf and shrubs (as pictured).

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Litter and Debris
- Waste Receptacles
- Steam Cleaning- gazebo, restroom exterior, signage and benches
- Tree Trimming

Grant Rea Park Riverbed Access at Rea Dr.

Area: Located at the southeast and northeast corners of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plant material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces

- Litter and Debris
- Waste Receptacles

City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

Area: this area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots.

The planters on Victoria Ave. adjacent to the Police Department building (south side of Victoria Ave.) and in front of the Acuna Park Facility are also included.

- Irrigation
- Plant Material/Planters
- Turf Maintenance
- Concrete Surfaces
- Waste Receptacles
- Litter and Debris
- Pest and Disease Control
- Steam Cleaning- includes walkways, gazebos, benches, concrete entrances to City Hall, Recreation Office and Police Department
- Tree Trimming

Acuna Park and Ashiya Park Shrub Trimming

Area: Acuna Park and Ashiya Park trimming, this is periodic shrub trimming at Acuna Park located at 1700 W. Victoria Avenue, Ashiya Park is located at 2700 W. Beverly Boulevard.

This area is only the shrubs.

- On a semi-annual (2x a year) basis, box trim the perimeter shrubs on the west side of Acuna Park not to exceed eight (8) feet in height.
- On a semi-annual (2x a year) basis, box trim the perimeter shrubs on the west side and east side of Ashiya Park not to exceed eight (8) feet in height.
- Dates of trimming to be agreed upon by the Contractor and City Representative, with inspection upon completion of work.
- Contractor will be responsible for the removal of all trash or debris accumulated as a result of the work.

Beverly Boulevard

Area: Beverly Boulevard, there are twenty five (25) medians, two (2) landscape bus shelters (one located at Beverly Boulevard and West Via Acosta west of Garfield Avenue and the other located at Beverly Boulevard and West Via Acosta east of Garfield Avenue), and an entrance sign located at Bradshawe.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Beverly Boulevard Park Sign

Area: City entrance sign, this is located on south west corner of Beverly Boulevard and Rea Drive (Park/Zoo Sign)

- City Monument
- Irrigation

- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Turf Maintenance

Bluff Road Monument

Area: 900 Bluff Road (Bluff Road and Washington Boulevard) approximately 1400 sq. ft. of turf and irrigation to be maintained. Approximately 1050 sq. ft. of concrete around monument to be maintained.

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Turf Maintenance
- Steam Washing

Bluff Road – Rio Hondo Channel Shoulder

Area: East side of Bluff Road (just north of Mines Avenue to Sycamore Street) to be maintained weed and litter free.

- Litter and Debris
- Weed Abatement

Corporate Yard

Area: Corporate Yard, this location includes the front of the City corporate yard facility at 311 S. Greenwood, the turf area behind the facility on Taylor Avenue.

- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming
- Turf Maintenance

Fire Stations (3)

Area: Fire Department Stations, there are three (3) locations - 600 N. Montebello Boulevard (headquarters), 1166 S. Greenwood Avenue (Station #2), and 2950 Via Acosta (Station #3).

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Garfield Parkway

Area: Garfield Parkway, this is a turf parkway extending .5 miles along the outside perimeter of the City golf course between Via San Clemente and Via San Delarrio on the

west side of the street. Area includes a landscaped area with an entrance sign on the east side of the street at Via Paseo. Area also includes landscape pocket at the corner of Via Acosta and Garfield Avenue and tree wells on east side.

- City Monument
- Concrete Surfaces
- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming (Via Paseo Entrance Sign Only)
- Turf Maintenance

Greenwood Slope and Entrance Signs

Area: Greenwood Underpass, this is a slope area of approximately .4 acres adjacent to the Greenwood Avenue underpass beneath the railroad right of way between Elm Street and Union Street, (east and west slope) a center median strip with planters and two (2) landscaped entrance sign areas; one at the corner of Union Street, and the other at Telegraph Road.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Tree Trimming
- Turf Maintenance

Montebello Boulevard

Area: Montebello Boulevard medians located south of Beverly Boulevard, north and south of Madison Street. Two (2) trash receptacles (one located on Montebello Boulevard at Whittier Boulevard and the other near the MUSD office.) This area also includes the palm tree wells on the east side of Montebello Blvd. from Whittier to Madison.

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Waste Receptacle

Montebello Reservoir

Area: This slope is approximately 1 acre on Montebello Boulevard between Liberty Avenue and Paramount Boulevard.

- Irrigation
- Pest and Disease Control
- Plant Material/Planters

- Litter and Debris

Montebello Way and Greenwood Avenue

Area: Landscaped median area.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance

Natasha Lane Landscape

Area: Landscape area in the frontage of the residential development (along Whittier Blvd), also turf in rear of development, as well as, trees and various plant materials.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance

Northside Drive and Southside Drive

Area: Northside and Southside medians. **Northside Drive:** located North of Olympic Boulevard to Concourse Avenue and Kensington to Allston Street. A strip at Whittier Boulevard/ Allston Street 17,400 sq. ft. **Southside Drive:** South of Olympic Boulevard to Concourse Avenue 22,500 sq. ft.

- Irrigation
- Litter and Debris
- Pest and Disease Control
- Tree Trimming
- Turf Maintenance

Paramount Boulevard Median

Area: Paramount Boulevard, there is one (1) median stretch extending approximately .2 miles on Paramount Boulevard between Marketplace Drive and Arroyo Street including an entrance sign at Arroyo Street corner.

- City Monument
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming

San Gabriel Boulevard and Plaza Drive

Area: Landscaped area located on the west side of the intersection.

- Irrigation

- Litter and Debris
- Pest and Disease Control
- Turf Maintenance

San Gabriel Boulevard Monument

Area: San Gabriel Monument, this landscaped area is located at the northwest corner of San Gabriel Boulevard and Lincoln Avenue.

- Concrete Surfaces
- Irrigation
- City Monument
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Tree Trimming
- Weed abatement

Sycamore Avenue

Area: This area is a ½ mile stretch located between Greenwood Avenue and Bluff Road.

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris
- Tree Trimming

Telegraph Rd next to I-5 FWY

Area: Telegraph Road next to I-5 Freeway, from Church Road to I-5 Freeway off-ramp at Slauson Avenue exit (north of Gage Road).

- Litter and Debris
- Weed Abatement

Vail Avenue

Area: Small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo. (see attached aerial for clarification)

- Irrigation
- Pest and Disease Control
- Plant Material/Planters
- Litter and Debris

Washington Boulevard

Area: Washington Boulevard includes medians from East City limits (just east of Bluff Road) to West City Limits and includes landscaped City monument median.

- City Monuments
- Concrete Surfaces
- Irrigation

- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters

Whittier Boulevard /Public Parking Lots

Area: Whittier Boulevard. There are fifteen (15) median sites on Whittier Boulevard between Garfield Avenue and Greenwood Avenue and two (2) entrance signs at Garfield and Whittier Boulevard and Whittier Boulevard and the East City Limit (near Van Norman). There are thirty-five (35) free standing trash receptacles along Whittier Boulevard. Trash receptacles located next to bus shelters are not included. Three (3) City parking lots (Newmark Mall: North of Whittier Boulevard between Montebello Boulevard and 6th Street; South parking lots: south of Whittier Boulevard between Montebello Boulevard and 7th Street and north of Whittier Boulevard between 10th Street and Spruce Avenue.) There are two trash receptacles (one located behind Wells Fargo and the other located behind Salvatore's restaurant. Palm Tree wells between 10th Street and Bluff Road are included.

- City Monuments
- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Plant Material/Planters
- Turf Maintenance
- Waste Receptacles
- Steam Washing- Public Parking Lot sidewalks

Lincoln Ave. between La Merced and San Gabriel

The scope of this area is to provide weed abatement and litter removal quarterly (4 times per year) . The first such clean-up shall be during the month of November 2020. The contractor shall remove all visible weeds 5' to 15' from the edges of the roads where able. The contractor shall not be required to remove any weeds or litter where the area slopes down or hills begin. (Please see attached aerial photo for clarification of this area)

- Weed Abatement
- Litter and Debris

Sanchez Adobe Park- 946 N. Adobe Ave.

Weekly service is required for this small park on Adobe Ave. The Scope of work includes:

- Concrete Surfaces
- Irrigation
- Litter and Debris
- Pest and Disease Control
- Turf Maintenance
- Waste Receptacles
- Plant Materials and Planters
- Steam Washing- includes porch, wells, picnic area benches, restroom facility and concrete surfaces and under roof of Sanchez Adobe Building,
City of Montebello

Citywide Landscape Maintenance

Location		Service Frequency								
	Concrete Surfaces	Irrigation	Litter and Debris	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Taylor Ranch Park 737 N. Montebello Blvd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly				Monthly
Rea Drive 600 N. Rea Drive		Submit irrigation schedule	Weekly		Weekly	Weekly				
Roosevelt Ave. Riverbed Access & Rest Stop Roosevelt Ave. & Bluff Rd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly			
Grant Rea Park Riverbed Access & Rest Stop NE end of Grant Rea Park	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly	As Needed		Monthly
Grant Rea Riverbed Access at Rea Dr. Rea Dr. & Beverly Blvd.	Weekly	Submit irrigation schedule	Weekly		Weekly	Weekly	Weekly			
City Hall/ Police Dept. & Library Complex 1600 W. Beverly Blvd.	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly	As Needed		Monthly
Beverly Boulevard 25 Medians, 2 bus shelters		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed		
Beverly Blvd. Entrance Signs Beverly Blvd. & Rea Dr.		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly			Weekly	

Service Frequency

Location	Concrete Surfaces	Irrigation	Litter and Debris	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Bluff Rd– Rio Hondo Channel Shoulder <i>North of Mines to Sycamore</i>			Weekly		Weekly					
Corporate Yard 311 S. <i>Greenwood</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed		
Acuna Park & Ashiya Park <i>1700 W Victoria Ave. 2700 W Beverly Blvd.</i>								Twice a year		
Fire Stations 600 N. <i>Montebello Blvd. 1166 S. Greenwood Ave. 2950 Via Acosta</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed		
Garfield Parkway <i>Between Via San Clemente & Via San Delarro</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed (Via Paseo Entrance Sign Only)	Weekly	Monthly
Greenwood Slope & Entrance Sign <i>Greenwood Underpass</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	
Montebello Blvd. <i>Medians & trash receptacles</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly			
Montebello Reservoir <i>Montebello Blvd. between Liberty & Paramount</i>		Submit irrigation schedule	Weekly	As Needed	Weekly					

Service Frequency										
Location	Concrete Surfaces	Irrigation	Litter and Debris	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Natasha Lane Property <i>Whittier Blvd.</i>		Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly				
Northside Drive & Southside Drive <i>Medians</i>		Submit irrigation schedule	Weekly	As Needed		Weekly		As Needed		
Paramount Blvd. <i>Median & entrance sign</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	Monthly
San Gabriel Blvd. & Plaza Drive <i>West side of intersection</i>		Submit irrigation schedule	Weekly	As Needed		Weekly				
San Gabriel Blvd. Monument <i>San Gabriel Blvd. & Lincoln Ave.</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly		As Needed	Weekly	
Sycamore Avenue <i>Between Greenwood & Bluff</i>		Submit irrigation schedule	Weekly	As Needed	Weekly			As Needed		
Telegraph Rd. next to I-5 Fwy <i>Church Rd. to Slauson off-ramp</i>			Weekly		Weekly					
Vail Avenue <i>Vail Ave. & Via Campo</i>		Submit irrigation schedule	Weekly	As Needed	Weekly					
Washington Blvd. <i>Medians from Greenwood to West City limits</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly				Weekly	

Service Frequency

Location

	Concrete Surfaces	Irrigation	Litter and Debris	Pest & Disease Control	Plant Material/ Planters	Turf Maint.	Waste Receptacles	Tree Trimming	City Monument	Steam Cleaning
Lincoln Ave. <i>Between La Merced & San Gabriel</i>			Weekly		Weekly					
Sanchez Adobe Park <i>946 N. Adobe Ave.</i>	Weekly	Submit irrigation schedule	Weekly	As Needed	Weekly	Weekly	Weekly			Monthly

IV. CONTRACT DOCUMENTS

A. PROJECT BID SHEETS

The Contractor shall complete this Project Bid Sheet for use only by City for comparison of bids and compensation to the Contractor for this project. The Bidder shall make their own estimate from information included in this contract and from field inspections. The proposed prices shall be valid for the initial three (3) year life of the contract, and no adjustments will be requested by the contractor. The bid shall consist of two separate components:

- 1.1 **Monthly/Quarterly Landscape Maintenance Service**, which is described in this RFP, will be bid at an annual total amount, from October 1st to November 30th. On the table on page 26, please list the yearly rate for each area.
- 1.2 **As-needed Landscape Services**. Special Services, Scope of Work, As-Needed Repairs or Services, is part of the bid and will be bid separately at a fixed rate to be billed at that rate each separate time the service is used. Please fill out the fixed hourly or bi-weekly rate for each type of as-needed service on the tables on page 27. These services will not be part of the annual contract, but will be scheduled as needed.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP – BID SHEET**

Company Name: _____

Authorized Agent: _____

Signature: _____

Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Taylor Ranch Park			
Grant Rea Park/Rea Dr.			
Roosevelt Ave. Riverbed Access and Rest Stop			
Grant Rea Riverbed Access and Rest Stop			
Grant Rea Riverbed Access at Rea Dr.			
City Hall/Police Department			
Acuna Park and Ashiya Park Shrubs			
Beverly Boulevard Medians and Entrance Signs			
Bluff Road Monument			
Bluff Road Rio Hondo Channel Shoulder			
Corporate Yard/Transit			
Fire Stations (3)			
Garfield Parkway			
Greenwood Slope and Entrance Signs			
Montebello Boulevard Medians			
Montebello Reservoir			
Montebello Way and Greenwood Ave.			
Natasha Lane Landscape			
Northside and Southside Dr.			
Paramount Blvd. Median			
San Gabriel Blvd. and Plaza Dr.			
San Gabriel Blvd. Monument			
Sycamore Ave.			
Telegraph Road next to I-5 Freeway			
Vail Avenue			
Washington Blvd. Medians			
Whittier Blvd. Medians and Entrance Signs			
Whittier Blvd. Trash and Parking Lots			
Lincoln Ave.			
Sanchez Adobe			

TOTAL: _____

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

As-needed Landscape Services

Service Type	Fixed Hourly Rate
Mowing with Reel or Rotary Mower	
Edging	
Irrigation Repair	
Steam Pressure Washing	
General Landscape Labor: Mulch, planting, etc.	
Pesticide/Herbicide Application	

The following City Owned Properties are currently or may be in escrow and services will be needed until the properties are sold. Each property will require weed control, litter and debris, irrigation, turf maintenance and tree trimming services unless otherwise noted below.

City Owned Properties	Bi-Weekly Rate
1) 701 W. Whittier Blvd (restaurant pad with patio and planters)	
2) 121 S. 7 th Street (residential)	
3) 125 S. 7 th Street (residential)	
4) 112-114 S. 6 th Street (dirt lot) - no irrigation or tree	
5) 121 S. 6 th Street (dirt lot) – no irrigation or tree	
6) 124 S. 6 th Street (retail- dirt lot) no irrigation or tree	
7) 132 S. 6 th Street (residential)	

For this quotation to be valid, this sheet must be signed.

Company Name	Representative's Name
Signature	Date

B. INFORMATION REQUIRED OF CONTRACTOR

NAME OF CONTRACTOR: _____

Type of Firm: Individual _____

Partnership _____

Corporation _____

ADDRESS: _____

CONTRACTORS STATE LICENSE NO./DIR # _____

C-27 LICENSE NO. _____

NAMES AND TITLES OF ALL OFFICERS OF THE FIRM:

NO. OF YEAR AS A CONTRACTOR IN LANDSCAPE MAINTENANCE WORK OF
THIS TYPE: _____

FIVE CONTRACTS OF THIS SIZE AND TYPE CURRENTLY OR RECENTLY PERFORMED.

DATE	CONTRACT AMOUNT	TYPE OF PROJECT	CONTACT INFORMATION

NOTE: If requested by the City, the contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of current financial conditions.

City of Montebello
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP

DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, PHONE NUMBER, D.I.R. # AND SUBCONTRACTOR’S LICENSE NUMBER	TYPE OF WORK, SUPPLIES OR EQUIPMENT PROVIDED
_____	_____
_____	_____
_____	_____

Note: Additional sheets may be attached.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

C. Questionnaire

1. PERFORMANCE

- a. Have you ever lost a contract due to inadequate performance? If yes, please explain.

2. EQUIPMENT

- a. List the types of equipment to be utilized by the contractor.

3. UNIFORMS

- a. What color are the shirts of employees that would be assigned to this contract?
- b. What color are the pants?
- c. Provide picture of shirt/uniform with company name and/or logo.

4. SUPPORT FACILITIES

- a. Give the address of the facility from which work crews will be assigned.
- b. Give address of main office, if different from #1 above.
- c. What facilities and procedures do you have for equipment maintenance and repair?
- d. What is your telephone number and e-mail address?
- e. What telephone number is available for emergency response?

5. PERSONNEL

- a. List total number of employees to be assigned to this contract.

- b. Who will be the field supervisor?
- c. What is his/her background and education?
- d. What Landscape training classes have personnel attended?
- e. Who is responsible for training personnel?

6. PRIOR EXPERIENCE

- a. List all work now under contract, with names and phone numbers for further checking.

DRAFT

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

8. TERMS AND CONDITIONS

I have seen the project area described in the City of Montebello specifications for Citywide Landscape Maintenance services.

Yes _____ No _____

PRINT NAME: _____

SIGNATURE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

V. REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. All proposals must either be 1) on paper, mailed or delivered to the City of Montebello OR 2) Electronically submitted through PlanetBids' Bidder Portal, accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. All Prospective Bidders must register to bid through the PlanetBids Vendor Portal found on the City of Montebello's website at the link provided above.

1. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the company.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will supervise Landscape maintenance services.

2. Firm Information and Qualifications

- a. Number of years firm has been in business
- b. List the company experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of Landscape services proposed to be provided.
- c. Identify any contractors/sub-contractors that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- d. Utilize and attach the Contractor Information sheet (Page 28) and Subcontractor's Information Sheet (Page 29).

3. References

- a. Provide a list of at least 5 current references. Include name of individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4. Firm's name or Team's Capabilities and Abilities; Review Times.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing scope of work identified above.

5. **Contract Documents**

- a. Utilize the attached Project Bid Sheet (Page 26 and 27 to provide a proposed schedule of total fees for the components of the scope for which you are submitting.
 - b. Fill out the Questionnaire found on page 30 and 31. Contractor may utilize a separate sheet of paper for this section as needed.
 - c. Contractor must fill out the attached the attached Terms and Conditions (Page 32).
 - d. A Copy of Department of Industrial Relations Registration as a Public Works Contractor.
 - e. Proof Insurance/Worker's Compensation
6. **Customer Service** - Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Montebello and your organization.
7. **Standard Professional Services Agreement** - Include a statement regarding whether the City's standard professional services agreement is acceptable as is or whether any modification would be proposed.
8. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional Landscape services in a qualified, efficient, and cost-effective manner. City staff and evaluators will review all statements of proposals received timely. The candidate will be evaluated on the following criteria:

1. Experience in providing the same or similar services -30%
2. Projected Annual Cost on a Monthly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work – 40%
3. References – 10%
4. Responsiveness to Scope of Work- 20%

The Contractor must satisfy the City of its ability to perform the services required. Contractor must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Contractor shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Contractor on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more contractors, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those contractors for interviews whose proposals and qualifications most closely conform to the requirements of this RFP, if required. The contractor, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

The City of Montebello prides itself on forming public-private partnerships that benefit the general health, safety, welfare, and quality of life for residents. Proposers should include a brief description of their past involvement, if any, in community-based events, programs, and activities in the communities in which they work, as well as proposers' anticipated involvement in such activities should it be selected to serve the City of Montebello. This will be scored as 5% of the total score for the proposal as indicated on page 33.

Questions during the solicitation period are preferably received by email, and may be addressed to:

Attn: Laurie Aguilar
Management Analyst
laguilar@cityofmontebello.com
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 Ext. 374

CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

The selected contractor will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the contractor. The City Manager is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Contractor and City.

During the term of the contract, the Contractor will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Contractor or in any way affect the performance of the landscape maintenance services.

The City's standard professional services agreement is attached, including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable or whether you would like to propose modifications to the standard agreement.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

SITE PICTURES



Acuna Park
1700 West Victoria Ave.



Ashiya Park
2700 W. Beverly Blvd.



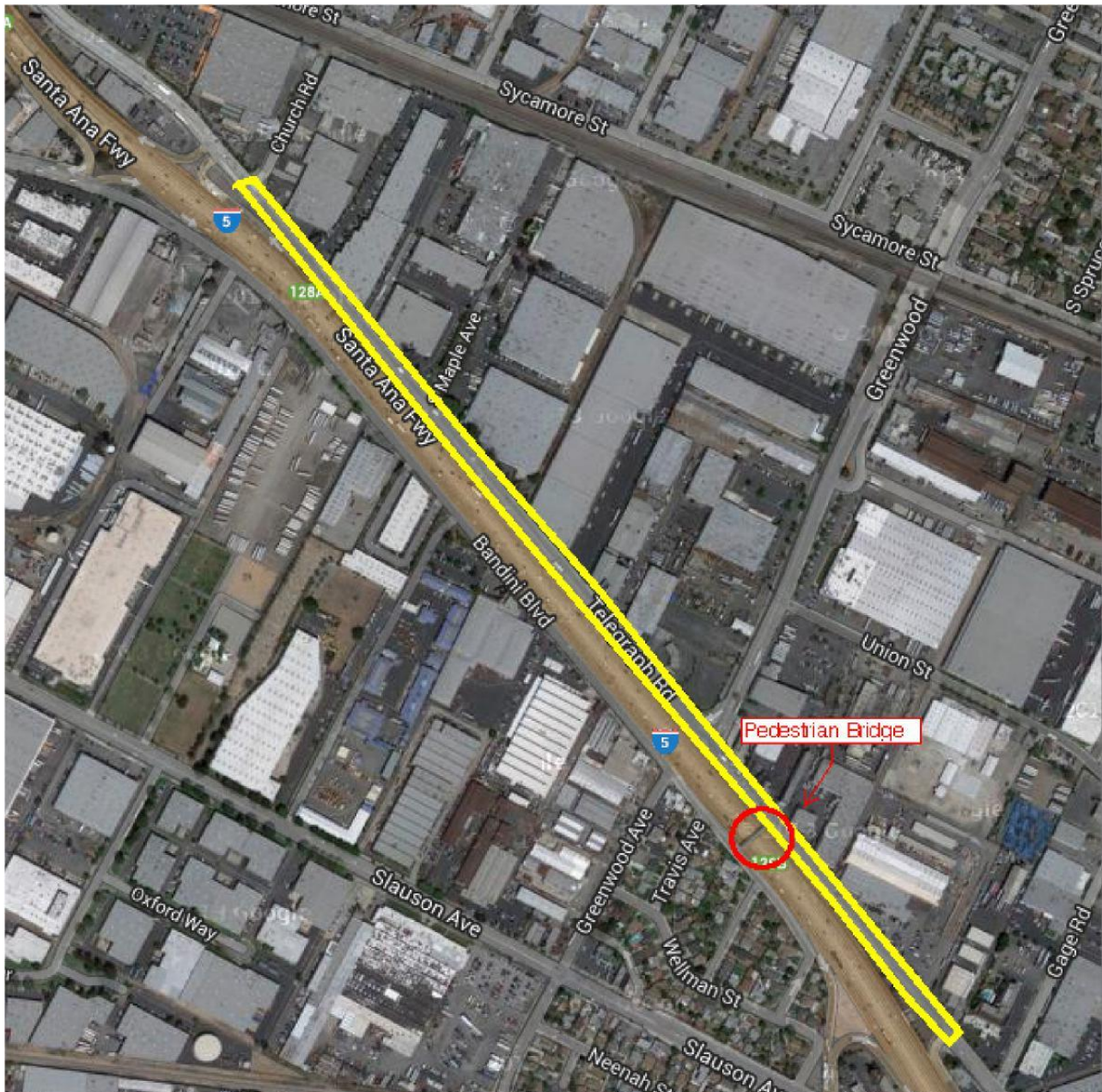
Corporate Yard

This is the front of the City corporate yard facility at 311 S. Greenwood, the turf area behind the facility on Taylor Avenue.



Montebello Reservoir

This slope is approximately 1 acre on Montebello Boulevard and Via Campo.
(Between Liberty Avenue and Paramount Boulevard)



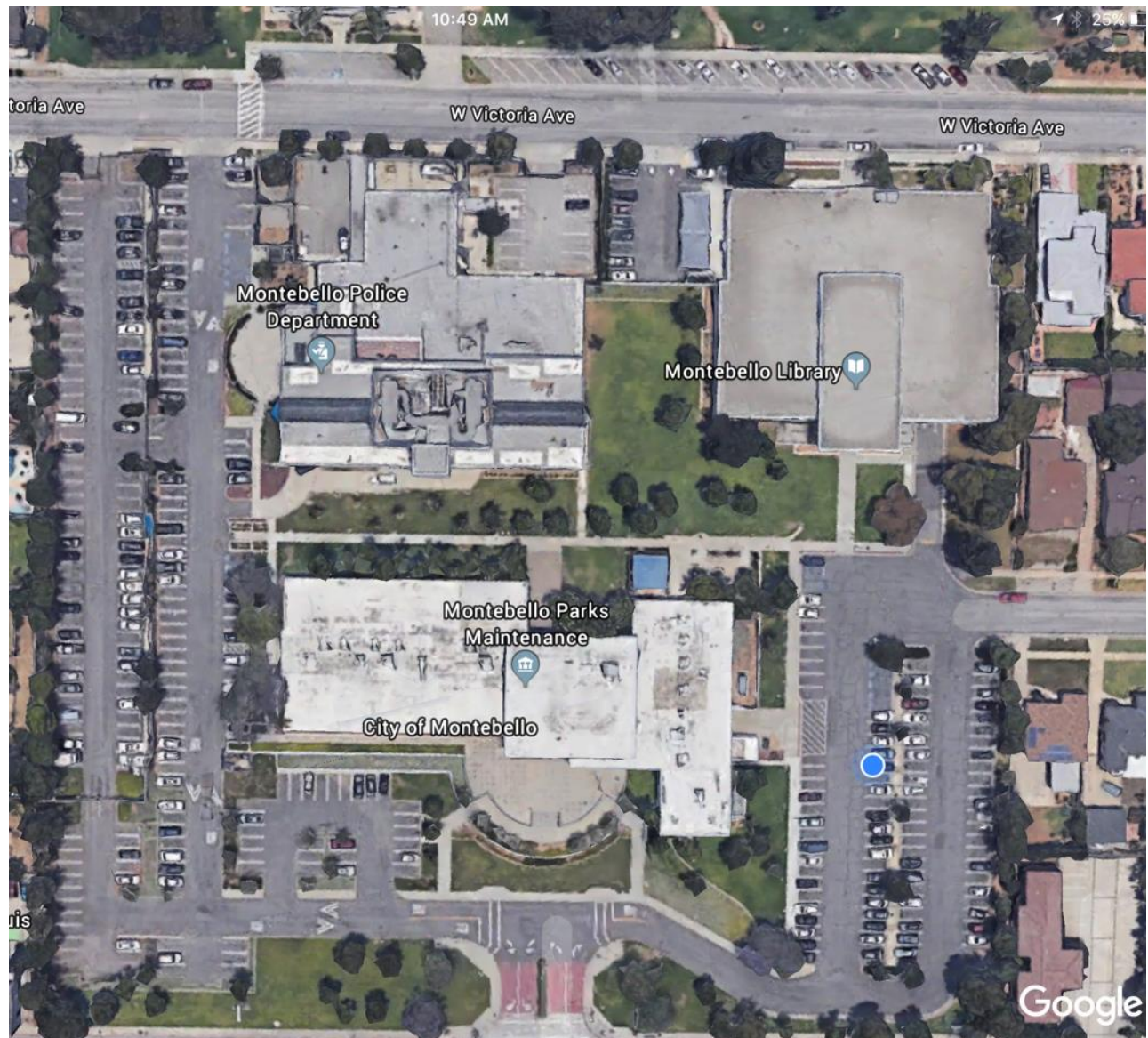
Telegraph Road next to I-5 Fwy

From Church Road to I-5 freeway off-ramp at Slauson Ave. exit (north of Gage Road).



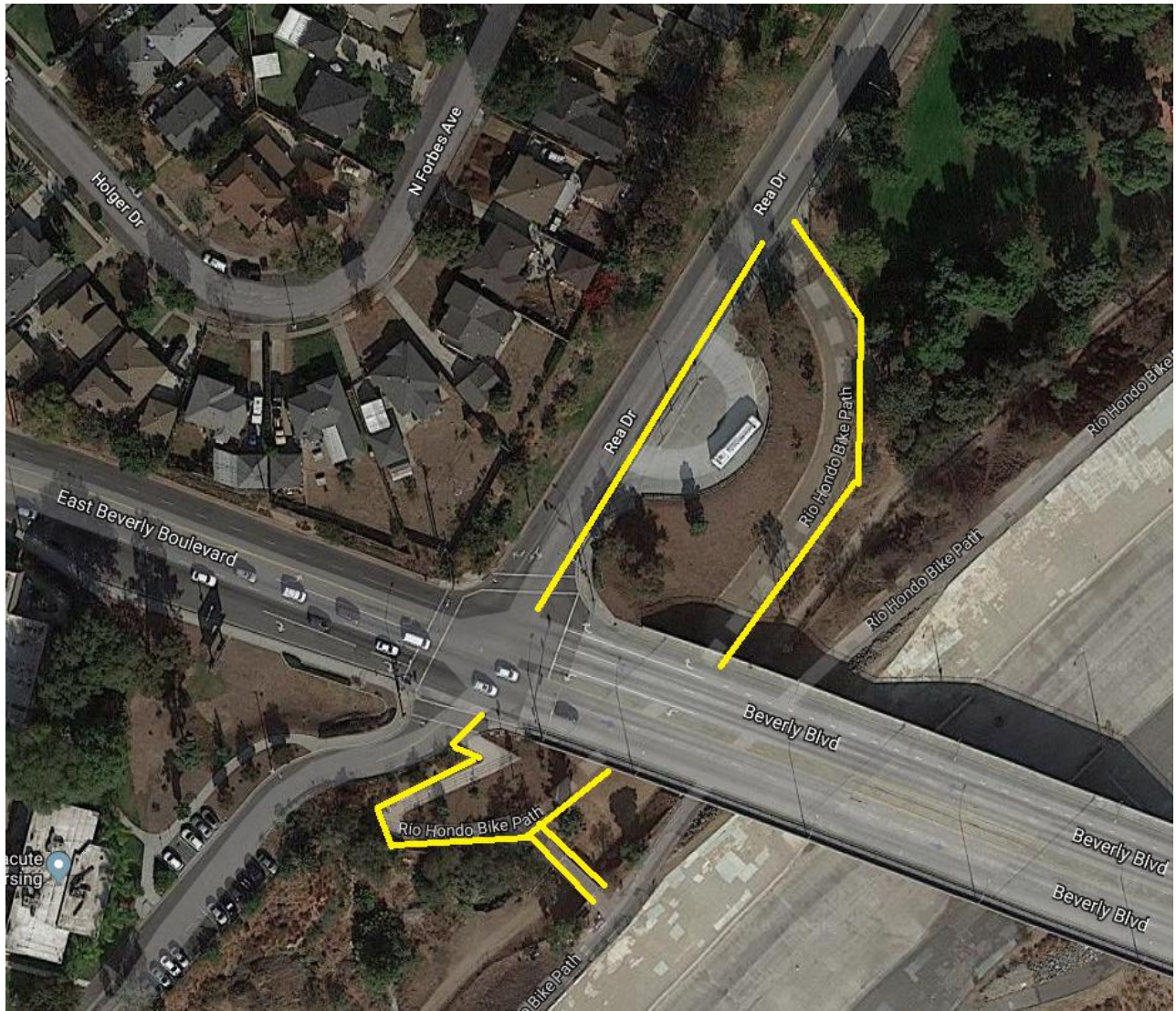
Vail Ave.

Small shrubs and landscape along fence line of slope located near the corner of Vail Avenue and Via Campo.



City Hall/Police Department and Library Complex – 1600 W. Beverly Blvd.

This area includes all planters, medians, turf and trees within the 1600 W. Beverly Blvd. complex. This area also includes parking lot clean up on the east and west sides of the City Hall building and the Police Department's staff parking lot and Detective Lots. The planters on Victoria Ave. adjacent to the Police Department building and in front of the Acuna Park Facility are also included.



Grant Rea Park Riverbed Access at Rea Dr.

Area: Located at the southeast corner of Rea Dr. and Beverly Blvd. – this riverbed access includes various shrubs and plant materials. The area also includes a hillside with plan material on both sides of the Beverly Blvd. bridge and covers both sides of the pathway



Roosevelt Ave. Riverbed Access and Rest Stop

Located east of the intersection of Roosevelt Ave. and Bluff Road – this riverbed access includes various shrubs and turf areas along the path down to the rest stop area.



Grant Rea Park Riverbed Access and Rest Stop

Located at the northeast end of the park at the end of the service road – this riverbed access includes various shrubs and plant materials.



Lincoln Ave. between La Merced and San Gabriel

The scope of this area is to provide weed abatement and litter removal quarterly (4 times per year) . The first such clean-up shall be during the month of October 2018. The contractor shall remove all visible weeds 5' to 15' from the edges of the roads where able. The contractor shall not be required to remove any weeds or litter where the area slopes down or hills begin.

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP**

BOND REQUIREMENTS

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

DRAFT

**PROPOSAL GUARANTEE
BID BOND
FOR
REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE**

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as BIDDER, and _____,
_____, as SURETY, are held and firmly bound
unto the City of Montebello, as AGENCY, in the penal sum of
_____ Dollars(\$_____
_____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the
above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound,
jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20_____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies
the proposal.

**PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK**

FOR

**REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check or a cashier's check payable to the order of the City of Montebello, or cash in the amount of _____

_____ Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

FAITHFUL PERFORMANCE BOND
FOR
REQUEST FOR PROPOSALS
(NO.)
CITYWIDE LANDSCAPE MAINTENANCE

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of _____
_____ Dollars (\$_____), which is one-
hundred percent (100%) of the total contract amount for the above stated project, for the payment
of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by
these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the
contract documents in the manner and time specified therein, then this obligation shall be null and
void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any
alterations in the obligations or time for completion made pursuant to the terms of the contract
documents shall not in any way release either CONTRACTOR or SURETY, and notice of such
alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their manes, titles, hands, and seals this
_____ day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name,
title, address and telephone number of authorized representative.

EXHIBIT "B"

ATTACHMENT B
MONTEBELLO CITYWIDE LANDSCAPE MAINTENANCE
PROFESSIONAL SERVICES AGREEMENT SAMPLE

PROFESSIONAL SERVICES AGREEMENT NO. ____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on ____, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and ____, DIR No. ____ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance at various locations in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals No. 20-15 for Landscape Maintenance services in the City of Montebello (June 25, 2020) ("RFP 20-15"), 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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide L Maintenance 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. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall

provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire 60 months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

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

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. PREVAILING WAGE REQUIREMENTS

CONTRACTOR is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at CONTRACTOR'S principal place of business and at the project site. CONTRACTOR shall defend, indemnify and hold CITY'S, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 14. INDEMNIFICATION.

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

them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **One Million Dollars** (\$1,000,000) per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars** (\$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 **One Million Dollars** (\$1,000,000) per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than **One Million Dollars** (\$1,000,000) per occurrence or claim, **Two Million Dollars** (\$2,000,000) aggregate.

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

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

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

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

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

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

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

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second (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:	David Sosnowski, Director of Recreation and Community Services Recreation and Community Services Department City of Montebello 1600 West Beverly Boulevard Montebello, California 90640
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E-mail: dsosnowski@cityofmontebello.com

If to CONTRACTOR: _____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Dated: _____

Title of Representative

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Authorization to Issue Request for Proposals (RFP) for Maintenance of the Montebello Golf Course and Range**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Authorize staff to issue a Request for Proposals (RFP) for Maintenance of the Montebello Golf Course and Range.

BACKGROUND

The Montebello Golf Course (MGC or the “Golf Course”) is comprised of one regulation length eighteen hole (18-hole) golf course, full practice range, and an approximately 30,000-square-foot clubhouse, which includes a 1,200-square-foot pro shop, 8,400-square-foot maintenance structure, and other support facilities. The Golf Course was opened in 1928 and purchased by the City of Montebello (“City”) in 1941 for use as a municipal golf course. The Golf Course generates approximately 40,000 rounds annually.

The City currently utilizes City staff, comprised of both full-time and part-time maintenance workers, mechanics and a superintendent, to provide maintenance services for the MGC. The maintained turf area, including the 2.6 acre driving range landing area, is approximately 130 acres. The Golf Course features include three lakes, fifty-four bunkers, twenty-two greens (18-hole golf course, plus four practicing greens), one nursery, thirty-one irrigation satellites and two-thousand valve-in-head sprinklers.

In an effort to reduce operation maintenance costs and reduce the impact of golf operations on the General Fund, staff is issuing a RFP for annual maintenance services for the maintenance of hardscape, natural space, landscape, non-landscaped areas and irrigation systems of the MGC.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**REQUEST FOR PROPOSALS FOR MAINTENANCE OF THE MONTEBELLO GOLF
COURSE AND RANGE**
PAGE 2 OF 3

ANALYSIS

In the “Operational Analysis of the Montebello Golf Course” report from August 2018, maintenance costs at MGC were compared to those at similar 18-hole facilities. Maintenance costs at MGC are \$3,000 to \$4,000 per acre higher than at comparable golf courses. Immediate savings are estimated to be \$350,000 to \$450,000 annually by contracting out Golf Course maintenance services.

Current MGC maintenance workers will continue to be employed by the City. These employees will be redeployed throughout the City to assist with other maintenance projects and divisions as needed.

The MGC currently operates as an enterprise fund within the City budget (Fund 610). In Fiscal Year (FY) 2018-19, the Fund 610 generated approximately \$2.220 million in operating revenue and incurred costs of approximately \$2.818 million. For FY 2019-20, adopted budget expenditures are \$3.351 million versus \$2.259 million in operating revenue. A transfer from the General Fund will need to be made into Fund 610 to make up shortfalls in revenue, with retirement costs reimbursed by Property Tax Override revenue (transfer in from Fund 205).

Utilizing contract maintenance of the Golf Course and range would be another step forward in right-sizing MGC operations. The estimated savings of \$350,000 to \$400,000 annually would close the gap between expenditures and revenue, lessening the need for a General Fund backstop of Fund 610.

Earlier steps were taken in February 2020 by changing the golf course operator. Even with negative impacts from the current Coronavirus pandemic response (i.e., having to close the golf course for an extended period of time), the professional management of the MGC now in place has shown positive gains in revenue while reducing operating costs.

FISCAL IMPACT

The City anticipates an estimated annual savings ranging from \$350,000 to \$450,000, reducing expenditures in the Golf Fund. The awarded contract will be managed and funded within the Golf Division. These operational savings will help further right-size golf operations and reduce the support from the General Fund as expenditures are reduced.

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**REQUEST FOR PROPOSALS FOR MAINTENANCE OF THE MONTEBELLO GOLF
COURSE AND RANGE**
PAGE 3 OF 3

SUMMARY

That the City Council authorize staff to issue a Request for Proposals (RFP) for Maintenance of the Montebello Municipal Golf Course and Range attached hereto in substantial form.

ATTACHMENTS

Draft RFP Maintenance of the Montebello Municipal Golf Course and Range
(RFP 20-14)

CITY OF MONTEBELLO

Department of Recreation and Community Services



REQUEST FOR PROPOSALS FOR GOLF COURSE MAINTENANCE OF THE MONTEBELLO MUNICIPAL GOLF COURSE RFP 20-14

*Issue Date: 6/25/20
Due Date: 7/30/20*

*Project Manager: David Sosnowski
Phone: (323) 887-4540
Email: dsosnowski@cityofmontebello.com*

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NOTICE INVITING PROPOSALS/SEALED BIDS
FOR GOLF COURSE MAINTENANCE OF
THE MONTEBELLO MUNICIPAL GOLF COURSE
RFP NO. 20-14

PUBLIC NOTICE IS HEREBY GIVEN THAT THE City of Montebello (“City”) as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640 or via the PlanetBids vendor portal found on the City of Montebello’s official website up to the hour of 4:00 p.m. on Thursday, July 30, 2020.

Copies of the specifications and contract documents are available from the City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640.

A mandatory pre-proposal meeting and site walk-through will be held at the Maintenance Yard, Montebello Golf Course at **984 Via San Clemente, at 10:00 a.m. on Thursday, July 9, 2020.**

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.”. The selected Bidder (CONTRACTOR) and any subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the DIR, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring & enforcement by the DIR.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)]. *Contractors shall provide their DIR Contractor Registration Number.*

Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per diem wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California (DIR).

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion or handicap will also be required.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with the instructions to Bidders and submitted in a sealed envelope plainly marked on the outside.

The successful CONTRACTOR and his subcontractors will be required to possess business licenses from the City.

The AGENCY reserves the right to accept or reject any or all bids, to waive any irregularity in a bid and to make an award as may serve the interests of the City.

Questions should be directed to David Sosnowski, Director of Recreation & Community Services at (323) 887-4540.

THE DATE OF SOLICITATION: Thursday, June 25, 2020

PRE-PROPOSAL MEETING: Thursday, July 9, 2020 @ 10:00 a.m. – Golf Course

SUBMITTAL DUE DATE: Thursday, July 30, 2020 @ 4:00 p.m.

BID OPENING: Thursday, July 30, 2020 @ 4:30 p.m. at City Council Chambers

AWARD DATE: August 12, 2020 City Council Meeting (tentative)

REQUEST FOR PROPOSALS
FOR
GOLF COURSE MAINTENANCE OF
THE MONTEBELLO MUNICIPAL GOLF COURSE RANGE
IN THE CITY OF MONTEBELLO, CALIFORNIA
(RFP 20-14)

GENERAL INFORMATION

The City of Montebello (“City”) is requesting proposals for annual maintenance services for the maintenance of hardscape, natural space, landscape, non-landscaped areas and irrigation systems of the Montebello Municipal Golf Course.

A selection committee will review all proposals. Those contractors whose proposals best meet the objectives of the City will be invited to and interview and presentation. In order to be considered for selection, a project proposal must incorporate all of the information required in this document.

Send proposals to:

**City of Montebello
City Clerk’s Office
1600 West Beverly Boulevard
Montebello, California 90640
Attn: City Clerk**

Proposals are due not later than Thursday, July 30, 2020 before 4:00 p.m.

Contact person: Mr. David Sosnowski, Director of Recreation and Community Services (323) 887-4588, dsosnowski@cityofmontebello.com

A MANDATORY PROPOSER’S CONFERENCE AND SITE WALK-THROUGH IS SCHEDULED FOR THURSDAY, JULY 9, 2020 AT 10:00 A.M. AT THE MAINTENANCE YARD, MONTEBELLO GOLF COURSE, 984 VIA SAN CLEMENTE, MONTEBELLO, CALIFORNIA.

GENERAL REQUIREMENTS

Purpose — The purpose of the Request for Proposals (RFP) is to solicit proposals from qualified companies interested in contracting with the City of Montebello (“City”) to provide irrigation, landscape, open space and hardscape maintenance services, supplies and equipment at the Montebello Municipal Golf Course and on an annual basis for the City’s Golf Enterprise Fund. Award of this contract will be made by the Montebello City Council (“City Council”).

City Option To Reject All Proposals — The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. The City will not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any irregularities in a submitted proposal.

Contract Sum — All proposals will include the monthly and annual contract fixed fee with, a summary breakdown of the principal components (e.g. labor, contract services, supplies, irrigation/utility costs, maintenance equipment, etc.), based upon the description of services to be performed in the “Scope of Work” Section of this RFP. It is anticipated that the contract would commence in September of 2020.

Contract Negotiation — Although a firm's fixed price proposal will be submitted, the terms and conditions of the contract, provided herein in substantial form are subject to negotiation to the extent permitted by law. See sample “Professional Service Agreement” - Attachment “B.”

Contract Payment — Payment to the successful contractor (“Contractor”) will be made in arrears on a monthly basis for services performed, provided that the contractor is not in default under any provisions of this agreement.

Term of Contract — The term of contract will commence on or about September 1, 2020 and will remain and continue in effect for five (5) years (60 months) through September 1, 2025, unless terminated earlier pursuant to the contract provisions.

Minimum Wage — Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the State of California Minimum Wage will be required.

Affirmative Action — Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex or religion will be required.

The City of Montebello hereby ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, gender, or religion in any consideration leading to the award of contract.

Discrepancies and Misunderstandings - Proposer must satisfy themselves by personal examination of the work site, Maintenance Specifications, and other contract documents, and by

any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposer will at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies must be called to the attention of the City and clarified prior to the submission of proposals.

Legal Responsibilities — All proposals must be prepared, submitted, filed, and executed in accordance with State and Federal laws relating to proposals for contracts of this nature. Any proposers submitting a proposal will by such action thereby agree to each and all of the terms, conditions, provision, and requirements set forth, contemplated, and referred to in the Specific Maintenance Standards and Specifications, and other contract documents, and shall agree to full compliance therewith.

Site/Document Inspection — A **mandatory proposer's conference** and site walk through has been scheduled for **Thursday, July 9, 2020 at 10:00 AM** at the Maintenance Yard, Montebello Municipal Golf Course, 984 Via San Clemente, Montebello, California. Each proposer will visit the site of the proposed work and become fully acquainted with the conditions relating to providing the specified service, with full understanding of the facilities, difficulties, and restrictions attendant to the execution of the work under the contract. The proposer will thoroughly examine and be familiar with the Maintenance Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addendum or other document, or to become acquainted with obligations with respect to his proposal or to the contract is not the responsibility of the City. The submission of a proposal will be taken as prima facie evidence of compliance with this section.

Interpretation of Documents — If any bidder is in doubt as to the meaning of any part of the contract documents, or finds discrepancies in, or omissions from the Maintenance Specifications, the bidder may submit to the City a written request for an interpretation or correction thereof. Any requests for interpretations or corrections after the Pre-Proposal Conference must be submitted in writing to David Sosnowski, Director of Recreation and Community Services and received no later than 5:00 p.m., Thursday, July 16, 2020. Questions must be submitted electronically at dsosnowski@cityofmontebello.com. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be faxed, mailed, e-mailed, or delivered to each bidder receiving a set of contract documents and who has attended the mandatory proposer's conference on Thursday, July 9, 2020. No oral interpretation of any provision in the contract will be made to any proposer. Responses from the City to the proposers can be expected by 5:00 PM., Thursday, July 23, 2020.

Subcontractors — Each proposer will submit a list of the proposed subcontractors of this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 *et seq.*). Forms for this purpose are furnished with the contract documents and must be included as a part of any proposal submitted.

Equal Employment Opportunity Compliance — Proposer shall certify that in all previous contracts or subcontracts, all reports, which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders, have been satisfactorily filed, and that no such reports are currently outstanding.

Affirmative Action Certification — Proposer shall certify that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, proposer certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Non-Collusion Affidavit — Proposer will be required to declare that the only persons or parties interested in this proposal as principals are those named therein; that no officer, agent, or employee of the City of Montebello is personally interested, directly or indirectly, in this proposal; that the bidder's proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Interview and Presentation — Proposer interviews are tentatively scheduled for Tuesday, July 15, 2020. The interview process will include time for the proposer to make a brief presentation describing the proposals merits, and a question and answer period which will address a variety of topics including discussion of the proposer's cost proposal. The information garnered during the course of the interview will contribute to the selection of the firm deemed most qualified to provide the services described. The City reserves the right to interview any and all firms that have submitted proposals or choose not to host interviews as the City deems necessary.

Award of Contract — A contract resulting from the Request for Proposals process will be awarded to the firm whose proposal meets or exceeds the requirements of the RFP and who is evaluated as offering the best advantage to the City of Montebello. The City of Montebello is under no obligation to enter into discussions or negotiations with any proposer, and may accept and award a contract on the basis of the offer received in the proposal. Award of a contract will be offered to the most qualified firm, and will not be awarded solely on the basis of the lowest cost proposal. Cost, although an important component, is only one of several criteria being used to evaluate proposals. Criteria for award of a contract will include, but is not limited to, qualifications and experience of the proposer; quality of technical approach; qualifications and availability of proposed staff; cost proposal; financial qualifications of the proposer; and thoroughness of the proposal. Factors include competence, operational management and experience. The contractor is selected through a competitive negotiation process. The information presented in the written proposal, oral interview and firm's presentation will all be considerations.

Proposers will be scored on a maximum scale of 100 points with the following breakdown:

- Contractors qualifications and experience consistent with the Scope of Work – 40%
- Annual Cost – 30%
- Company’s Ability to Communicate Effectively/Adherence to RFP Guidelines- 20%
- References – 10%

In addition, the City is looking for a progressive organization whose key players are creative and problem solvers, possess an innovative approach to service provision, can meet or exceed established performance standards, maintain a high level of customer service and will work as a member of the “team” with City staff.

The City Council will approve and award the contract. An executed agreement between the parties will reference the RFP documents, any addenda, the proposal and subsequent submissions as may be presented.

City of Montebello Business License — The successful Contractor shall acquire and maintain an annual City of Montebello Business License prior to the start of the contract.

Prevailing Wages — Pursuant to sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this project are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR).

Public Works Contractor- The successful Contractor shall provide a copy of their DIR proof of registration as a Public Works Contractor. The City will register the project with the DIR and the successful Contractor will be required to upload all certified payroll directly to the DIR.

Insurance Requirements- The successful proposer shall provide insurance naming the City of Montebello as additional insured and comply with the rest of the insurance requirements outlined in substantial form in Section 14 “Insurance Coverage” in the City’s sample Professional Service Agreement (Attachment “B”).

MONTEBELLO GOLF COURSE PROPERTY DESCRIPTION

Montebello Golf Course (MGC or the “Gulf Course”) is located in the City of Montebello (“City”), in the heart of Los Angeles, about 15 minutes from downtown Los Angeles with easy access off the California State Highway 60 freeway. The complex, comprised of one regulation length 18-hole golf course, full practice range, approximate 30,000-square-foot full clubhouse (Quiet Cannon), including a 1,200-square-foot pro shop, 8,400-square foot maintenance structure, and other support facilities, is owned by the City. The City has contracted golf operations on a temporary basis to S&S La Barge Inc. The City will issue a subsequent RFP for golf operation in the near future. Since 1978 the clubhouse food and beverage facility has been operated on a concession basis by Quite Cannon Montebello, Inc. with a current contract expiration date of August 14, 2064. Currently, the Golf Course maintenance is performed by City staff. The course operates as an enterprise fund within the City of Montebello budget.

Opened in 1928, MGC is an 18-hole (6,528-yard), par-71 layout originally designed by Max Behr. Other local designs by Behr include Oakmont Country Club and Brentwood Country Club. The City purchased the course in 1941 for use as a municipal golf course. William F. Bell redesigned five holes in 1962. In 1998-99 the course was again remodeled by David Rainville and Gary Bye, adding 3 lakes, new greens, tees, bunkers and continuous concrete cart paths. A new irrigation was added during the 1999 major renovation. The golf course, and the greens complexes in particular, are well maintained and in very good condition. The golf course generates around 40,000 rounds annually. There is a 28-tee station double deck lighted driving range.

The Golf Course has a dual irrigation system, with potable water supplied by California Water Service dedicated to the greens complexes, and reclaimed water provided by the Central Basin Water District used for all other turf areas of the course. In a typical rain year, the course consumes about 87 acre-feet of potable water and 201 acre-feet of reclaimed water.

In an effort to reduce maintenance costs, maintenance staffing has recently been reduced substantially in FY2019-2020:

<u>Position</u>	<u>FY2019</u>	<u>FY2020</u>
Superintendent	1.0	1.0
Asst. Superintendent	2.0	2.0
Golf Cart Mechanic	1.0	1.0
Equipment Mechanic	1.0	1.0
Maintenance Worker (full time)	10.0	7.0
Maintenance Worker (part time)	<u>0.8</u>	<u>3.2</u>
Golf Course Attendant	3.4	3.4
Total	19.2	18.6
Full Time Equivalent	4.2	6.6

The maintained golf course turf area, including the 2.6 acre driving range landing area, is approximately 100 acres. The greens are a combination of poa annua and bent grass, the fairways and tees a mix of Bermuda and kikuyu, and the roughs a mix of rye and kikuyu grasses. Golf course features include the following:

- 3 lakes (total approximately 4.0 surface acres, containing potable water)
- 54 bunkers
- 22 greens (18-hole golf course, plus four practice putting greens)
- 1 nursery
- 31 Irrigation Satellites
- 2,000 valve-in-head sprinklers (700 Toro series heads)

The Golf Course has moderate mature tree cover, consisting of various specimens including pines, ficus, jacaranda, and eucalyptus. There is one on-course permanent restroom structure, along with a temporary portable restroom. In addition to the golf course, there is one slope area maintained which buffers the left side of the #8 fairway and an adjoining residential area.

INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS

PROPOSAL CONTENT: The proposal documents shall be completed and submitted with the following information:

Cover Letter — Provide a one-page cover letter which includes the company or firm's name and address, and the telephone number of the person or persons to be used for contact and who will be authorized to make presentations for the company/firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract.

Table of Contents — A comprehensive table of contents of the material should be included in the beginning of the proposal.

Work Statement and Quality Control Plan - The proposal should provide a statement of the proposer's understanding of the work to be performed, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform.

Contractor's Cost —The proposal must outline all costs for services specified in the technical provisions of this document for the duration of the contract. The Cost proposal should contain a sufficient breakdown of the overall cost by major component.

Staff Size and Qualifications - This proposal should show proposed staffing (full time and part time) by position. Minimum qualifications for the various staff categories should be stated. Moreover, the bidder's policy with regard to offering positions to existing employees should be clearly stated.

Contractor Capability - This section must provide a summary of relevant background information to ensure that the prospective contractor has the capacity to perform the required services. The firm submitting the proposal must have sufficient experience in providing the requested service.

References — This section should provide a list of all similar contracts in force during the last five (5) years by name and address, contact person, telephone number, and length of service.

Acceptance of Conditions - This section will be a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. Any exception on the contractor's behalf must be stated in the proposal.

Additional Data - This section may contain material not specifically requested for the evaluation, but which the proposer deems informative in the evaluation process. This may include sales brochures, pictures, general narrative or additional services the contractor may wish to provide.

Public Records – Proposers acknowledge and understand that subject to certain exceptions, any and all information provided on the RFP forms and any subsequent proposal or contract may be subject to public disclosure under the Public Records Act (see Government Code § 6250 et seq.)

FORMS

In addition to submitting the formal proposal document in conformance to the guidelines provided, complete forms A, B, C, D, and E and include them with the proposal submission.

Form A – PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE PAGE

Form B – COST PROPOSAL FORM

Form C – DESIGNATION OF SUBCONTRACTORS

Form D – REFERENCES

Form E – BIDDER INFORMATION (NOTORIZED)

Addendum — The City may, by means of clarification of any portion of this document, or in answer to questions submitted by proposers, issue Addendum that become a full part of the Request for Proposal documents, and must be signed and submitted with the proposal.

An original and five (5) copies of each proposal, along with an electronic file (CD Disk or Flash/Thumb Drive), must be submitted.

Failure to submit a comprehensive proposal that includes all of the above elements, or the required forms not fully completed, may disqualify a bidder from further consideration, as the bidder's proposal could be deemed non-responsive.

FORM A—PROPOSAL ACKNOWLEDGEMENT AND SIGNATURE

In accordance with the City of Montebello's Request for Proposals (RFP), the undersigned proposer, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required to perform the requested service, and to perform all work in the manner and time prescribed therein.

Proposer declares this proposal is based upon careful examination of the work site, Specifications, Instructions to Firms Submitting Proposals, and all other contract documents. If this proposal is accepted for award, proposer agrees to enter into a contract with the City of Montebello at the cost/fee set forth in the Cost Proposal Form B.

Date: _____

Name: _____

Authorizing Signature: _____

Title: _____

Company: _____

FORM B—COST PROPOSAL FORM

NOTE: TO BE SENT UNDER SEPARATE SEALED COVER

To the Montebello City Council, herein called the "Council";

Pursuant to and in compliance with your Request for Proposals and the other documents - relating thereto, the undersigned proposer, having familiarized themselves with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO FIRMS SUBMITTING PROPOSALS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the Maintenance Specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with the maintenance of the Montebello Municipal Golf Course in the City of Montebello, all in strict conformity with the specifications and other Contract Documents on file at the office of the City Clerk of said City.

FIXED COST BID

The furnishing of all labor, materials, methods, processes, tools, implements, equipment, utilities, transportation, insurance, bonds and other services or supplies required to provide maintenance services for Golf Course/Grounds Maintenance of the Montebello Municipal Golf Course as described in the Maintenance Specifications and RFP document for 60-month contract period:

<u>Period</u>	<u>Monthly Cost</u>
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____

FORM C—DESIGNATION OF SUBCONTRACTORS/SUPPLIERS/VENDORS

Bidder proposes to subcontract certain portions of the work which are in excess of two and one-half (2 ½) percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

<u>NAME, ADDRESS AND PHONE NUMBER</u>	<u>SERVICE/SUPPLY</u>	<u>APPROXIMATE COST</u>
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FORM D—REFERENCES

The following are the names, addresses, and telephone numbers for three similar golf courses for which proposer has performed similar maintenance work within the past five (5) years:

1. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

2. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

3. Golf Course: _____

Name and address of owner: _____

Name and telephone number of person familiar with project: _____

Contract amount: _____

Type of work: _____

Date of Service: _____

FORM E— BIDDER INFORMATION

Proposer certifies that the following information is true and correct:

Proposer's Name: _____

Form of Legal Entity: (i.e., individual, partnership, corporation, other): _____

If a Corporation, State of Incorporation: (e.g., California): _____

Business Address: _____

Telephone: _____

State Contractor's License No. and Class: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Item: _____ Date: _____

Item: _____ Date: _____

Item: _____ Date: _____

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows:

FORM E (continued)

IN WITNESS WHEREOF, PROPOSER executes and submits this proposal with the names, titles, and signatures of authorized principals this ____ day of _____, 2019.

PROPOSER

Subscribed and sworn to this _____ day of _____, 2019.

NOTARY PUBLIC _____

ATTACHMENT A**MONTEBELLO MUNICIPAL GOLF COURSE****SPECIFIC MAINTENANCE STANDARDS & SPECIFICATIONS****1. LANDSCAPE:****A) GREENS AND NURSERY:**

- a. Maintain all greens in accordance with playability and industrywide standards. No standing water or mud.
- b. Mow greens during the March-November period six (6) times per week and during the December-February period four (4) times per week with an approved greens reel type mower at a height of 1/8"-5/32". Frequencies and height of cut may be modified from time to time as deemed necessary by the golf course. All grass clippings must be collected and removed from the site during each mowing operation.
- c. Relocate ball cups daily to USGA Standards to enable worn turf spots to recover. Set pin placement, in healthy turf area with proper colored flag. Set hole plugs at proper grade.
- d. Replace soil and re-seed following removal of nursery sod.
- e. Verticut greens up to once per week during periods of active turf growth. Coordinate verticutting, aerifying and topdressing, combing and brushing.
- f. Aerify greens at least three (3) times per year or more frequently, if needed, and remove plugs the same day. Aerify with conventional hollow tines two times per year. Aerify with deep tine methods to relieve soil compaction and to promote a healthier growing environment, one time per year. Minimize interference to play. Schedule aerification well in advance and in conjunction with the Golf Concessionaire.
- g. Apply and brush an approved topdressing material into the turf following all aerifications with an approved topdressing spreader. Apply spot topdressing to repair damage from ball marks or any other damage. Apply light topdressing in conjunction with verticutting.
- h. Analyze soil within 30 days after the start of the term of the contract and at least once every year thereafter. Apply fertilizer in the quantity and type recommended by soil analysis and growing conditions at the time of treatment and in a manner to provide uniform growth of turf. Apply 6 to 7 pounds of actual nitrogen per thousand square feet per year under normal conditions. Utilize a variety of granular slow release types of material.
- i. Treat greens with proper chemicals to control insects, disease, weeds and other pests.
- j. Keep greens and collars free of foreign grasses and/or broadleaf weeds that tend to creep in from the edges.
- k. Take electroconductivity (EC) readings weekly to determine salts levels and if they are above normal, take corrective action to reduce them.

- l. Treat, sod, plug, and level bare or stressed areas properly.
- m. Mow greens collars two-to-three (2-3) times per week to a height of 1/4" with an approved greens reel type mower.

2. FAIRWAY MAINTENANCE:

- A) Maintain all fairways in accordance with accepted playability and industrywide standards at all times. Mow fairways two-three (2-3) times weekly, depending on the growing season, at height of 1/2".
- B) Verticut fairways as necessary for turf health and good playing condition.
- C) Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spot aerify to relieve compaction.
- D) Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 175 pounds of actual nitrogen per acre, per year, under normal conditions. Take soil tests at least one (1) time per year.
- E) Treat turf to control weeds, diseases, insects and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.
- F) Police all areas on a regular basis and remove all paper, leaves, cans, bottles, tree branches, and other debris.
- G) Ensure that there is no standing water or mud holes.
- H) Ensure that yardage markers and balls are in place and maintained.
- I) Ensure that cart traffic management devices are in place.
- J) Treat, sod, plug, and level bare or stressed areas properly.
- K) Mark out-of-bounds, ground-under-repair, and other areas properly.

3. TEE MAINTENANCE:

- A) Service tees two-to-three (2-3) times per week, depending on season, by moving tee markers, benches, and ball washers. Change tee towels weekly and keep ball washers filled to proper level with water and appropriate cleaning agent. Ensure that tee markers placed in healthy areas with tee markers set flat.
- B) Mow tees three (3) times weekly with reel type mower at height of 3/8" and remove clippings.
- C) Verticut tees at least twice per year for thatch removal.
- D) Aerify and top-dress tees at least three (3) times per year or more frequently if needed, using the appropriate equipment with the minimum of interference to play.
- E) Determine fertilization frequency, types of material and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 8 to 10 pounds of actual nitrogen per thousand square feet per year under normal conditions. Typically combinations of granular slow release type of materials may be utilized.

- F) Repair worn and damaged turf areas as they occur by topdressing, overseeding or re-sodding to ensure playability at all times. Treat, sod, plug, and level bare or stressed areas properly.
- G) Treat tees for control of insects, disease, weeds and other pests as necessary to maintain healthy turf, weed-free, and disease-free conditions.
- H) Empty trash receptacles daily.
- I) Ensure that there is no standing water or mud holes.

4. ROUGHS MAINTENANCE:

- A) Maintain turf areas in accordance with acceptable industrywide standards at all times, observing the following minimum requirements:
 - a. Mow one-to-two (1-2) times per week, depending on growing season, at a height of 1-1/2" to 2".
 - b. Verticut as necessary to promote healthy growth.
 - c. Aerify, spike, or slice at least two (2) times per year, or more often if needed. Spot aerify to relieve compaction.
 - d. Overseed and top-dress (or re-sod) worn or bare turf areas as necessary.
 - e. Determine fertilization frequency, materials and analysis from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Apply 87 pounds of actual nitrogen per acre, per year under normal conditions
 - f. Treat turf to control weeds, disease, insects and other pests as necessary to maintain a healthy turf, weed-free, and disease-free.
 - g. Ensure that there is no standing water or mud holes.
 - h. Treat, sod, plug, and level bare or stressed areas properly.
 - i. Ensure that all play areas are free of debris.
 - j. Mark out-of-bounds, ground-under-repair, and other areas properly.

5. BUNKERS:

- A) Clean and rake sand bunkers daily; ensure that the sand is not compacted.
- B) Edge turf mechanically around sand bunkers monthly or more frequently if required to ensure a neat appearance. Maintain the design outline of the bunkers to ensure the integrity of the bunker shape. Ensure that traps have 2" lip on lower side. Ensure that there is no excess sand buildup on high side.
- C) Remove excess sand in the turf surrounding the trap on a regular basis.
- D) Ensure a minimum of two (2) rakes are available at all sand bunkers at all times.
- E) Maintain the existing bunker drainage and repair as needed.

- F) Ensure that there is no standing water or mud holes.

6. DRIVING RANGE MAINTENANCE:

- A) The practice range landing zone shall be maintained with the same equipment and according to the same fertility and pest control guidelines as the fairways.
- B) Mow landing area turf weekly at height of 1/2".
- C) Check lighting on a weekly basis. Repair and replace faulty bulbs and/or fixtures as needed.
- D) Maintain tee lines on double-deck range in a clean condition at all times and repair as needed.
- E) Coordinate all range maintenance with the Golf Concessionaire.

7. TREES:

- A) Perform all trees trimming on a schedule submitted to and approved by the City.
- B) Prune trees as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.
- C) Fertilize as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem; rather, spread evenly in area of drip zone
- D) Provide additional nutrient treatments to ailing or stunted trees, which fail to meet expected growth, to correct any deficiencies or be remove and replace in kind.
- E) Remove surface roots, which become maintenance or appearance problems, as required to prevent damage to adjacent areas.
- F) Replace dead or terminally diseased trees.
- G) Do not use string trimming within 12" around the base of trees. Mow around base of trees. A minimum of 12" bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

8. GROUND COVER:

- A) Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.
- B) Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance
- C) Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Keep shrub beds free of weeds.

- D) Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into curbs, or on structures or walls. Keep trimmed back approximately 4 inches from structure or walls.
- E) Schedule fertilization of all ground cover areas with a commercial fertilizer as often as required, but no less than twice a year, to promote healthy appearance.

9. IRRIGATION SYSTEM:

A) EFFICIENT USE OF WATER:

- a. Establish and program an efficient watering schedule. Determine application rates based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.
- b. Factor in soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.
- c. Set the controllers to operate during the period of lowest wind velocity which would normally occur at night, especially in areas where wind creates problems of spraying onto private property or road rights of way.
- d. Monitor all systems within premises daily and correct for: coverage, adjustment, clogging of lines and sprinkler heads, removal of obstacles, including plant materials which obstruct the spray.
- e. Check the soil moisture content on greens, tees and fairways regularly and make appropriate adjustments. Conduct visual observations, check plant resiliency, turgidity, examine cores removed by soil probe, moisture sensing devices, and program irrigation controllers accordingly.
- f. Repair all leaking or defective valves, lines and sprinkler heads as soon as possible but no later than within 24 hours.
- g. Turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

B) SYSTEM MAINTENANCE:

- a. Make repairs according to the industry standards and conform to all related codes and regulations.
- b. Adjust the height of sprinkler risers necessary to compensate for growth of plant materials.
- c. Maintain or replace all controller enclosures as needed, to maintain a good appearance.
- d. Keep sprinkler heads and valve boxes clear of overgrowth, which may obstruct maximum operation.
- e. Make repairs made to the irrigation system according to the system's original design with product equal to or higher quality than currently provided.
- f. Maintain and re-certify backflow devices as required by regulatory agencies.

- g. Maintain pressure-regulating devices on a regular basis.
- h. Check and maintain pumping stations and booster pumps to industry standards. Keep all preventative maintenance current.
- i. Clean and service the lake fountains in conjunction with the regular cleaning of the lakes. Keep in good repair and functioning at all times. Secure intake covers properly.
- j. Ensure that all valve boxes are visible and there are no missing or broken valve box lids.

10. LAKE AND CHANNEL MAINTENANCE:

- A) Maintain weed and algae control program.
- B) Remove all visible litter/trash from lakes at time of detection.
- C) Ensure that the aerator/fountain is working at all times.
- D) Ensure that the water is clear.
- E) Maintain the lakes at their proper level.
- F) Mark water hazards properly.
- G) Employ erosion control methods as necessary.

11. PEST CONTROL:

A) PESTICIDES:

- a. General: Use all materials in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.
- b. Obtain all required permits and maintaining the required usage documentation. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of contractor.

B) APPLICATION OF PESTICIDES:

- a. Timing: Apply pesticides at times that limit the possibility of contamination from climatic and other factors. Apply early morning whenever possible to avoid contamination from drift. Monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Reduce irrigation water runoff after applied treatment. Apply water only when it is required to increase pesticide efficiency, without excessive runoff.
- b. Handling of Pesticides: Handle transfer and mix pesticides to prevent contaminating areas outside the target area. Ensure that materials are confined to the target area. Do not drain spray tanks containing leftover materials on the site. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code or EPA regulations.
- c. Equipment and Methods: Ensure that spray equipment is in good operating

condition, quality, and design to efficiently apply material to the target area. Avoid high pressure applications and using water soluble drift agents will minimize drift

- d. Recommendations: Ensure that all pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA). A licensed qualified applicator (QAC) shall be on site during application.

12. PLANT PESTS CONTROL:

- A) Provide complete and continuous control and/or eradication of all plant pests or diseases.
- B) Supply the proper chemical designated for the pests to be controlled.
- C) Obtain all necessary regulatory permits and assume responsibility for the use of all chemical controls.

13. ANIMAL AND RODENT CONTROL:

- A) Control and eradicate rodents and other animal pests as necessary to prevent hazards, holes and destruction of plantings on golf course property.
- B) Repair damage to public or private property due to erosion as a result of rodent activity.

14. HARDSCAPES, COURSE EQUIPMENT, FENCING, LIGHTING, PATHS, SIGNAGE:

A) CART PATHS:

- a. Sweep or blow clean of debris weekly or more often as needed
- b. Edge and scrape clean once every three (3) weeks.
- c. Repair all potholes and/or other surface damage or defects immediately upon detection to ensure a safe usable surface.
- d. Control all weeds growing in cracks, expansion joints and other hard surfaces by the use of chemical weed control.
- e. Ensure that the surfaces non-slip and free of standing water.

B) FENCES/GATES:

- a. Check and repair all fences, gates and railings regularly to ensure a safe, secure and aesthetically pleasing condition at all times.

C) COURSE ACCESSORY EQUIPMENT

- a. Maintain, repair, and replace all course accessory equipment in a clean, safe, functioning condition at all times and repaint as required to present an aesthetically pleasing appearance. Replacement course accessory equipment needs to meet current standards.
- b. Accessory equipment shall include, but not be limited to the following:

1. Ball Washers
2. Benches
3. Flags and Poles
4. Greens Cups
5. Range Mats
6. Range Yardage Markers
7. Sand Rakes
8. Signage
9. Tee and Fairway Markers
10. Tee Towels
11. Trash Receptacles

D) SIGNAGE:

- a. Replace or add, as needed
- b. Proper placement is evident
- c. Proper colors and logo in place
- d. Clean and readable

15. FACILITIES:

A) MAINTENANCE YARD:

- a. Keep the maintenance yard and building clean and neat at all times with all material inventories and supplies stored in a manner in keeping with CAL-OSHA, and all Local, County and State regulations.
- b. Lock or otherwise secure when unattended to discourage unauthorized entry.
- c. Clean office and lunchroom floors monthly or as needed.

B) RESTROOMS:

- a. Clean and sanitize restrooms daily using cleaning and sanitizing agents recognized for use in public restrooms.
- b. Maintenance shall include, but not be limited to:
 1. Sweep and mop floor
 2. Clean and sanitize basins, metal fixtures, urinals, toilets and trash receptacles
 3. Clean and polish mirrors
 4. Check and restock paper supplies as needed. Clean walls, ceilings, screens and windows monthly or as needed.
 5. Repair and replace leaky or malfunctioning fixtures immediately upon detection.

6. Lock and unlock restrooms for opening and closing.
7. Check lighting fixtures daily and re-lamp faulty fixtures as needed at time of detection.
8. Provide appropriate temporary signage for restroom floors which are wet for any reason.

C) GRAFFITI:

- a. Inspect golf courses daily for evidence of graffiti. Pay special attention to restrooms, signs, markers, curbing, paving, tees, utility poles/boxes and/or any other structures or fixtures.
- b. Eradicate all graffiti within four (4) hours of detection.
- c. Paint over any graffiti with a color consistent with that of the original surface.
- d. Remove by sand or water blasting any graffiti on non-painted surfaces.

16. DESIRED EXPERIENCE:

- A) Company must have been responsible for maintaining golf courses in the US for at least 20 years.
- B) Company must be maintaining golf courses in Southern California for at least 10 years.
- C) Company must presently maintain over 25 Municipal Golf Courses in the US.
- D) Company must have the experience of being directly involved with the development, planning, construction and operations of at least 25 golf courses in the US over the past 20 years.
- E) Company must have been directly involved with the development, planning, construction and operations of more than 10 municipal golf courses in the US over the past 15 years.
- F) Company must be flexible with potential changes in course configuration, layout or design changes including but not limited to experience with seed and sod farming, transport and replanting of sod in large quantities as well as large scale grow-in experience.

ATTACHMENT B
MONTEBELLO MUNICIPAL GOLF COURSE
PROFESSIONAL SERVICES AGREEMENT SAMPLE

PROFESSIONAL SERVICES AGREEMENT NO. _____
BY AND BETWEEN
CITY OF MONTEBELLO
AND

THIS AGREEMENT ("Agreement") is made and entered into on _____, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and _____, DIR No. _____ (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Golf Course Maintenance of the Montebello Municipal Golf Course in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals No. 20-14 for Golf Course Maintenance services in the City of Montebello (June 25, 2020) ("RFP 20-14"), 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. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide Golf Course Maintenance 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. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall

provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire 60 months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work products produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY.

The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

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

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

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. PREVAILING WAGE REQUIREMENTS

CONTRACTOR is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at CONTRACTOR'S principal place of business and at the project site. CONTRACTOR shall defend, indemnify and hold CITY'S, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **One Million Dollars** (\$1,000,000) per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars** (\$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 **One Million Dollars** (\$1,000,000) per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than **One Million Dollars** (\$1,000,000) per occurrence or claim, **Two Million Dollars** (\$2,000,000) aggregate.

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

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

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

edition of Best's Insurance Guide.

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

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

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

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

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

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

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

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as fall performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second (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: David Sosnowski,
Director of Recreation and Community Services
Recreation and Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

If to CONTRACTOR: _____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as

a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Title of Representative

Dated: _____

Dated: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **First Amendment to Professional Services Agreement with Vasquez & Company to Perform Audit and Related Work**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to approve the first amendment to the professional services agreement with Vasquez & Company to provide audit and related work for Fiscal Year 2019-20, as allowed per Agreement No. 3289 between the City of Montebello and Vasquez & Company.

BACKGROUND

The City utilizes a third-party professional auditing firm to complete its Comprehensive Annual Financial Report (CAFR), Single Audit, and other fiscal year-end related tasks. On September 13, 2017, the City Council approved a contract with Vasquez & Company to perform these duties (Attachment 2). The initial term of the contract was for three years, covering Fiscal Years 2016-17, 2017-18 and 2018-19.

Staff is satisfied with their services and wishes to engage their services for an additional year (FY 2019-20) as permitted by Section 2 of Agreement No. 3289. Extension of the contract for an additional year will allow Finance staff and Vasquez associates to complete the CAFR, Single Audit, Transit Audit, GANN Limit Procedures and related tasks in a timely manner for FY 2019-20.

FISCAL IMPACT

The agreement quotes an all-inclusive price for services for FY 2019-20 of \$88,680. This amount is included in the FY 2020-21 budget.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
VASQUEZ & COMPANY TO PERFORM AUDIT AND RELATED WORK**

Page 2 of 2

SUMMARY

Staff is recommending the approval of the first amendment to the agreement with Vasquez & Company to perform audit work for FY 2019-20. This first amendment would extend the term of the contract, with a fixed, all-inclusive cost to the City of \$88,680.

ATTACHMENTS

- 1) First Amendment to Agreement No. 3289
- 2) Agreement No. 3289, September, 2017

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT NO. 3289**

WITNESSETH:

WHEREAS, the City of Montebello, a California municipal corporation, (the "City"), and Vasquez and Company ("Consultant"), previously entered into a certain Professional Services Agreement No. 3289 (the "Agreement"), effective as of September 13, 2017 (the "Agreement"); and,

WHEREAS, the City and Consultant desire to amend the Agreement to extend the initial term of the Agreement.

NOW THEREFORE, the City and Consultant, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENT

2. Term of Contract

Section 2 of Agreement No. 3289 allows two (2) one-year optional extension periods (each a "Renewal Term"). As per Section 2, the City Council shall have the right and power to exercise the Renewal Terms.

This amendment will exercise Renewal Term number one, allowing for services – as set forth in Agreement No. 3289 – to be performed for Fiscal Year 2019-20 at an all-inclusive rate of \$88,680.

MODIFICATIONS

The Agreement, except as amended by this First Amendment to Professional Services Agreement, remains in effect in all other respects.

IN WITNESS WHEREOF, the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of June 24, 2020.

VASQUEZ & COMPANY

CITY OF MONTEBELLO, CALIFORNIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**AGREEMENT NO. 3289
PROFESSIONAL SERVICES CONTRACT**

CONTRACT FOR SERVICES

THIS CONTRACT is made on September 13, 2017 by and between the City of Montebello, a municipal corporation (the "City") and Vasquez & Company (the "Consultant"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Consultant has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, Consultant represents that it is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, the City desires to hire Consultant to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to as follows:

1. SCOPE OF SERVICES

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The term of this Contract shall commence on the date first set forth above and continue for an initial term of three (3) years, with the City having two (2) one-year optional extension periods thereafter (each a "Renewal Term"), unless and until terminated at an earlier date pursuant to Section 11 of this Contract. The City Council shall have the right and power to exercise the Renewal Term(s).

3. SCHEDULE FOR PERFORMANCE

City and Consultant agree that time is of the essence and Consultant agrees that services shall be undertaken and completed in accordance with the schedule of performance (the "Schedule of Performance"), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of the City Manager, or his/her authorized representative. Consultant's failure to

complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

4. COMPENSATION

A. The Consultant shall be paid monthly as set forth in Exhibit C, "Compensation and Method of Payment," attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by the City, but in no event shall total compensation under this Contract exceed **Eighty-One, Three Hundred and Thirty Two Dollars (\$81,332.00)** for Services performed by Consultant related to **Fiscal Year ("FY") 2016-17**, or the amounts set forth in Exhibit C for each subsequent year during the term without City's prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Consultant's performance is not in conformity with the Scope of Work or Schedule of Performance; payments may be delayed or denied, unless otherwise agreed to by the City in writing.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

5. NOTICES

A. Consultant shall transmit invoices and any notices, with copy to City Attorney, required by this Contract, to City as follows:

City of Montebello
Attn: Controller/Finance Dept.
1600 W Beverly Blvd.
Montebello, CA 90640

COPY:

Alvarez-Glasman & Colvin
ATTN: City Attorney
13181 Crossroads Pkwy, North – Suite 400
City of Industry, CA 91746

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Consultant as follows:

Vasquez & Company LLP
Attn: Gilbert R. Vasquez, Managing Partner
801 South Grand Avenue, Suite 400
Los Angeles, CA 90017-4646

6. PROFESSIONAL SERVICES

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to the City whether perceived or actual.

7. INDEPENDENT CONTRACTOR

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third party person(s) employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

8. AUTHORITY OF CONSULTANT

Consultant shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

9. CONFLICT OF INTEREST

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

10. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

11. TERMINATION

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, and in accordance with Section 15, Property of City.

12. FUNDING

Consultant agrees and understands that renewal of this Contract in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

13. NOTICE TO PROCEED

Prior to commencing work under this Contract, Consultant shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Consultant for any services prior to issuance of the Notice to Proceed.

14. PROPERTY OF CITY

A. It is mutually agreed that all materials prepared by Consultant under this Contract are the property of Consultant, and the City shall have no property right there in whatsoever. Immediately upon termination or request, City shall be entitled to receive copies, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by the City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

15. COMPLIANCE WITH LAW

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

16. REPRESENTATIONS

A. Consultant agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Consultant, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) calendar days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

17. APPROVAL OF STAFF MEMBERS

A. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

18. ASSIGNMENT AND SUBCONTRACTING:

A. Except as expressly authorized herein, Consultant's obligations under this Contract are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City. However, claims for money due or which become due to Consultant from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Consultant shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Consultant.

19. MATERIALS CONFIDENTIAL

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

20. LIABILITY OF CONSULTANT—NEGLIGENCE

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

21. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein,

to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Consultant, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, and agents pursuant to this Agreement. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Consultant enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless the City to the same extent as Consultant. Consultant's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, and save harmless the City as prescribed under this Section.

22. EVIDENCE OF INSURANCE COVERAGE

Prior to commencement of any work under this Contract, Consultant shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in Exhibit D, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Consultant shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as Exhibit E.

23. EVIDENCE OF INSURANCE COMPLIANCE

Consultant or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Consultant's proof of insurance. Consultant shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

24. EMPLOYMENT PRACTICES

Consultant, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

25. UNAUTHORIZED ALIENS

Consultant hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against the City for such use of

unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

26. LICENSES, PERMITS, AND OTHER APPROVALS

Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Consultant to practice its profession and perform the work described herein. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

27. RECORDS AND INSPECTION

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

28. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of the City and the Consultant that any such person or entity, other than the City or Consultant, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of the Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

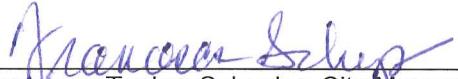
N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

29. ENTIRE AGREEMENT

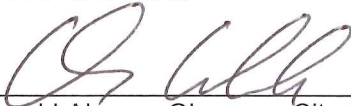
This instrument and any attachments hereto constitute the entire Contract between City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this 13 day of Septem, 2017, by the Parties as follows:

CITY OF MONTEBELLO

By: 
Francesca Tucker-Schuyler, City Manager

Approved as to form:

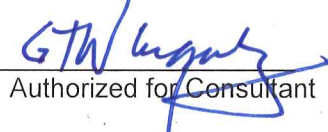
By: 
Arnold Alvarez-Glasman, City Attorney

Attest to:

By: 
Irma Bernal Barajas, City Clerk

Dated: 9-27-17

CONSULTANT

By: 
Authorized for Consultant

Approved as to form:

By: _____
Attorney for Consultant



EXHIBIT A

Scope of Work

1. The City desires the auditor to express an opinion on the fair presentation, in the Comprehensive Annual Financial Report (CAFR), of its governmental activities, its business-type activities, each of its major fund, and its aggregate remaining fund information in conformity with generally accepted accounting principles. The City's CAFR will be prepared and word processed by the audit firm.
2. The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the CAFR. However, the auditor is to provide an "in-relation" to opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and schedules.
3. The audit firm will perform a single audit on the expenditures of federal grants in accordance with the Uniform Guidance.
4. The City also desires a separate audit for the **Transit System Fund** and the **Housing Successor Fund** to be performed and report to be issued by the independent auditor. The auditor must conduct the audit on the same schedule as the City.
5. The audit firm will be required to prepare and transmit the Annual State Controller's Report for the City, Public Financing Authority and Transit System under the requirements of the California State Controller program and guidelines to be submitted within the established deadline.
6. The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN limit (Appropriation Limit) and render a letter annually to the City regarding compliance.
7. The audit firm may be asked to perform agreed-upon auditing procedures pertaining to the City's compliance with NTD requirements and render a separate report.
8. The audit firm will assist the City in implementing new GASB pronouncements that will have significant impact on the city's financial statements (e.g. GASB 75).
9. The audit firm will provide training on GASB updates, new regulations and other matters relevant to the operations of the city.
10. The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Manager and should include a follow-up on the prior year's recommendations, if any.

11. The audit firm will issue a governance letter addressed to the City Manager and the City Council at the beginning and conclusion of the audit.
12. The audit firm will meet with the Audit Committee or those charged with governance once or twice each year to report the status and the results of the audit.
13. The audit firm will be asked to present the results of the audit to the City Council.
14. Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Council of the City of Montebello, City Manager, City Attorney and Director of Finance.
15. The contracting independent auditor shall review the financial records and all the various funds of the City and prepare all the financial statements in conformance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1996 and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
16. Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:
 - a) A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for all entities listed above.
 - b) A report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (Single Audit).
 - c) A schedule of findings and questioned costs (Single Audit).
 - d) A report on compliance (including the provisions contained in the guidelines for compliance audits of redevelopment agencies) and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - e) In the required reports on internal controls the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

- f) A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance (Single Audit).

17. Budget

In accordance with provisions of the Montebello Municipal Code (MMC), it is the duty of the City Manager to prepare and submit to the Council the annual budget and such reports as may be required by that body. The outside auditor shall examine the final budget document as approved by the City Council and compare the estimated revenues and appropriations as shown in the budget document with the entries recorded on the revenue ledger and the appropriation ledger maintained by the Finance Department.

18. Funds

The auditor shall examine the MMC, ordinances or resolutions, and minutes of the City Council pertaining to all funds of the City to determine the purpose of each fund and the proper disposition of all funds revenues, expenditures, and year-end balances. The auditor shall examine the various fund transactions and balances in each fund and prepare the appropriate financial statements for the audit report.

19. Verification of Cash and Securities

- a) Cash and Checks: The auditor shall audit cash and investment balances as of June 30. Investment securities owned by the City and held in safekeeping by the City's various banks and financial institutions shall be verified as to their existence as of June 30.

Written confirmation shall be obtained from all City depositories of balance on hand at June 30.

- b) Collateral Pledged for Funds on Deposit: The auditor shall examine the records of pledged collateral and make such tests of depository bank pooled collateral operations as may be necessary to express an opinion as to the legal sufficiency of the collateral to safeguard the City of Montebello's bank deposits.
- c) Accounting Records: The auditor shall examine the City's internal accounting and administrative controls to determine that accounting procedures are adequate to safeguard assets and provide reasonable assurance of proper recording of financial transactions.

20. Assets

- a) Cash and Investments: Treasury and investment operations are the responsibility of the Finance Department. The auditors shall verify the cash balances and the existence of the investments. The investments market value shall be reviewed and compared to book value. The auditor shall review balances as of June 30 and investments earnings recorded during the fiscal year. The footnote disclosure shall be in compliance with GASB 31 and 40.

- b) Fixed Assets: The auditor shall examine the procedures for recording the acquisition of and the disposal of property owned by the City. The auditor shall compare the annual inventories of property with the controls maintained by the Finance Department. The auditor shall review the transactions involving fixed assets to the extent necessary to assure that accountability for fixed assets is maintained.

21. Liabilities

- a. Accounts Payable: The auditor shall make a sufficient examination of accounts payable to enable them to determine that, in general, they bear evidence of verification and approval with supporting documents such as purchase orders, vendor's invoices, receiving reports, transportation bills, contracts and other documents where necessary. The auditor shall also be satisfied that the claims were charged against the proper departmental appropriations and that funds were available at the date the purchase was made.
- b. Bonded Debt: The auditor shall examine the amount of bonded debt of the City and the outstanding debt determined by the auditor should be reconciled to the accounting records of the City by fund and amount outstanding on June 30.
- c. Reserves for Uncompleted Purchase Orders and Encumbrances: The auditor shall examine documents supporting reserves for uncompleted purchase orders and encumbrances to determine that such reserves are adequate and properly recorded.
- d. Other Liabilities and Deferred Credits: The auditor shall be satisfied as to the fairness of the accounts representing other liabilities and deferred credits.

22. Fund Balances

The auditor shall examine revenues and expenditures by funds and analyze the changes in fund balances for the financial statement of each fund in the audit report.

23. Single Audit Act

The independent auditor shall perform a financial and compliance audit under the Single Audit Act of 1996. The audit shall be made in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The City has determined that the United States Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act Amendments of 1996 and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*

(Uniform Guidance). The schedule of expenditures of federal award and related auditor's report, as well as the reports on the internal controls and compliance are not to be included in the CAFR, but are to be issued separately.

EXHIBIT B**Schedule of Performance (To be updated for subsequent years during term)**

Description	Responsibility	Scheduled Date
Interim fieldwork	V&Co	9/18/2017
Entrance meeting (Finance Team)	V&Co & City	Sep 2017
Entrance meeting (Audit Committee)	V&Co & City	Sep 2017
Final TB (Transit Fund) - for filing of State Controller's Report	City	9/25/2017
Final TB, SEFA and all audit schedules provided to Vasquez & Company (request list for final fieldwork to be provided)	City	10/9/2017
Start of final fieldwork	V & Co	10/16/2017
Filing of State Controller's Report (Transit)	V&Co	10/18/2017
End of fieldwork - FS and Compliance	V&Co	11/16/2017
Preliminary draft financial statements and footnotes (Transit and Housing Successor) provided to the City	V&Co	11/30/2017
Preliminary draft financial statements and footnotes (CAFR) provided to the City	V&Co	12/7/2017
Final Transit System and Housing Successor Fund Report	V&Co	12/14/2017
MD&A and Statistical Section provided to V&Co (CAFR)	City	12/14/2017
Exit conference	V&Co & City	TBD
Review notes and changes to the CAFR provided to V&Co.	City	12/28/2017
Final draft financial statements and footnotes (CAFR)	V&Co & City	1/11/2018
Original signed management representation letter	City	1/18/2018
Final CAFR	V&Co	1/18/2018
Filing of State Controller's Report (City and Financing Authority)	V&Co	1/31/2018
Single Audit Report	V&Co	1/31/2018

EXHIBIT C
Compensation and Method of Payment

Under no circumstances shall the aggregate amount paid under this Contract exceed the amounts specified in in this Exhibit and if the Contract is approved by the City Manager, all compensation paid to Consultant each year shall meet the cost limitation set forth in City of Montebello Municipal Code.

(A) Total, All-Inclusive Costs for Services Related to FY 2016-17:

City of Montebello Audit	\$43,882
Single Audit	\$13,985
Transit Fund	\$ 2,895
Montebello Hilton Report	\$6,130
Successor Agency	\$4,801
Housing Successor Report	\$2,199
GASB 68	\$3,284
GANN limit procedures	\$456
State Controller Report (City)	\$1,832
State Controller Report (Special District)	\$476
State Controller Report (Transit)	<u>\$1,392</u>
Total	\$81,332

(B) Total, All-Inclusive Costs for Services Related to FY 2017-18:

City of Montebello Audit	\$43,882
Single Audit	\$13,985
Transit Fund	\$2,895
Montebello Hilton Report	\$6,130
Successor Agency	\$4,801
Housing Successor Report	\$2,199
GASB 68	\$3,284
New GASB Pronouncements	\$4,513
GANN limit procedures	\$456
State Controller Report (City)	\$1,832
State Controller Report (Special District)	\$476
State Controller Report (Transit)	<u>\$1,392</u>
Total	\$85,845

(C) Total, All-Inclusive Costs for Services Related to FY 2018-19:

City of Montebello Audit	\$45,198
Single Audit	\$14,405
Transit Fund	\$2,982
Montebello Hilton Report	\$6,314
Successor Agency	\$4,945
Housing Successor Report	\$2,265
GASB 68	\$3,383
New GASB Pronouncements	\$2,324
GANN limit procedures	\$470
State Controller Report (City)	\$1,887
State Controller Report (Special District)	\$490
State Controller Report (Transit)	<u>\$1,434</u>
Total	\$86,097

**(D) Total, All-Inclusive Costs for Services Related to FY 2019-20
(OPTION YEAR 1): \$88,680**

**(E) Total, All-Inclusive Costs for Services Related to FY 2020-21
(OPTION YEAR 2): \$91,340**

Rates for Extra Services

Personnel Expense	Hourly Rate
Partner	\$290
Manager	\$180
Supervisory Staff	\$160
Other (Senior Auditor)	\$100

EXHIBIT D

Insurance Requirements

Prior to commencement of any work under this Contract, Consultant shall provide to the City proof of, and maintain in full force and effect at all times during the term of the Contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:
 - a. Comprehensive general liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
 - b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
 - c. Claims-made coverage is not acceptable.
 - d. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
 - e. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to this contract.
 - f. Coverage shall contain a provision or endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
2. Automobile Liability:
 - a. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of hired, and non-owned automobiles.
 - b. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbols 8, and 9 (hired, and non-owned).
 - c. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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 - d. If general liability coverage, as required above, is provided by the Commercial General Liability form, the automobile liability policy shall include an endorsement providing automobile contractual liability.
3. Worker's Compensation
 - a. Worker's Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers Liability coverage. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in Exhibit E.
 - b. Employer's Liability Coverage shall not be less than the statutory requirements.

- c. If an injury occurs to any employee of the Consultant for which the employee or his dependents, in the event of his death, may be entitled to compensation from the City under the provisions of the Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by the Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.
 - d. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by the Consultant.
- 4. Errors and Omissions; Malpractice; Professional Liability. Errors and omissions, malpractice, or professional liability insurance with coverage of not less than \$1,000,000 per occurrence. Upon termination of this agreement, the same insurance requirements in Section 4 of this Exhibit will apply for a one (1) year period following such termination. A "tail" policy may be purchased as an alternative to satisfy this requirement.
- 5. Other Insurance Provisions: The general liability coverage shall contain the following provisions and endorsements:
 - a. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant on a separate endorsement acceptable to the Risk Manager.
 - b. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
 - c. Provision or endorsement stating that for any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss or judgment.
 - d. Any failure to comply with reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect Consultant's requirement to provide coverage to the City, its officers, officials, employees, agents or volunteers.
- 6. Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII**.
- 7. Any deductibles, aggregate limits, pending claims or lawsuits that may diminish the aggregate limits, or self-insured retention(s), must be declared to, and approved by, the City.
- 8. The Consultant shall furnish the City with certificates of insurance and original

endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this Contract. At anytime at the written request of the City, Consultant agrees to furnish a duplicate original or certified copy of each required policy including the declaration pages, conditions, provisions, endorsements, and exclusions.

9. The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
10. The Consultant shall serve the City notice, in writing by certified mail, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.
11. If the Consultant fails to procure or maintain insurance as required by this section, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.
12. Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.
13. The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Sub-Consultants or agents of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.
14. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
15. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

EXHIBIT E

Certificate of Compliance with Labor Code § 3700, Release and Indemnification

The undersigned, on behalf of and as the duly certified representative of Consultant, certifies as follows:

1. Consultant is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Consultant fail to secure Workers' Compensation coverage as required by the State of California, Consultant shall release, hold harmless, defend and indemnify the City of Montebello from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Consultant's successors, heirs and assigns.

CONSULTANT

By: _____

G. T. W. Vasquez

Date: _____

9/13/17

Name: _____

Gilbert R Vasquez

Title: _____

managing partner

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

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, City Manager
BY: Michael Solorza, Director of Finance
SUBJECT: Adoption of General Fund Reserve Policies
DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council approve a resolution adopting comprehensive General Fund reserve policies in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54.

BACKGROUND

A financial best practice is the creation and adoption of comprehensive reserve policies governing General Fund reserves. Such policies guide the categorization of available General Fund reserves, setting clear priorities for marking and appropriating fund balance. Furthermore, it is a requirement of the Governmental Accounting Standards Board (GASB) Statement No. 54, which has been effective since Fiscal Year 2010-11 to have City Council adopted reserve policies.

The City of Montebello currently does not have comprehensive reserve policies in place. Given the improving fiscal outlook of the City, it is prudent to adopt such policies. Staff has developed the attached policies (Exhibit A) for City Council consideration.

The attached reserve policies (Exhibit A) govern available fund balance in the General Fund. These policies create various “buckets” into which to place available fund balance. The purpose of the policies – and the individual “buckets” – is to set clear guidelines for how available fund balance can and should be reserved and eventually used when necessary.

The proposed comprehensive General Fund reserve policies create the following categories:

- Economic Uncertainties Reserve Commitment
- Unfunded Liabilities Reserve Commitment
- Equipment/Technology Replacement and Upgrade Assignment
- Capital Improvement (Unfunded/Unprogrammed) Assignment

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ADOPTION OF GENERAL FUND RESERVE POLICIES
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- Deferred Maintenance/Infrastructure Maintenance Assignment
- Insurance – Risk Management Assignment
- Economic Sustainability Assignment

The first two reserves are “commitments” (using the nomenclature of GASB Statement No. 54) and require City Council approval to designate and utilize. The remaining “assignments” fall into a different GASB 54 category, with such assignments made by the Director of Finance, as permitted by the proposed policies. Any fund balance remaining after being categorized into each of the seven reserve buckets defaults to “unassigned” and can be utilized for any purpose as directed by City Council.

The policies have two primary objectives:

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

Most importantly, they create priorities for how available fund balance can be spent. For example, the Economic Uncertainties Reserve would only be tapped in times of acute fiscal stress caused by a natural disaster or other catastrophic event.

As of June 30, 2019, the General Fund had approximately \$20.204 million in spendable fund balance. Staff will use this amount since it is the most recent available audited amounts. The policy requires the amounts to be updated annually using the prior year audited ending fund balance.

The recommended policies divide fund balance accordingly:

- Economic Uncertainties Reserve: 25% of General Fund revenues
- Unfunded Liabilities Reserve: 5% of General Fund revenues
- Equipment/Technology Replacement and Upgrade Assignment: 5% of General Fund revenues
- Capital Improvement (Unfunded/Unprogrammed) Assignment: 5% of General Fund revenues
- Deferred Maintenance/Infrastructure Maintenance Assignment: \$1,000,000 fixed amount
- Insurance – Risk Management Assignment: \$500,000 fixed amount
- Economic Sustainability Assignment: \$1,000,000 fixed amount

The intent is to have policies in place to manage existing and future fund balance. With the anticipated sale of the City’s water system, it is prudent to put into place fund balance categories that would govern the classification and reservation of additional one-time proceeds to the General Fund.

For example, the “Capital Improvement Assignment” combined with the “Deferred Maintenance/Infrastructure Maintenance Assignment,” would provide funding for known sewer system repairs. The “Unfunded Liabilities Commitment” could be utilized to establish a Section 115 irrevocable trust to address retiree health unfunded liabilities (Other Post-Employment Benefits [OPEB]). The “Insurance – Risk Management Assignment” would be utilized to supplement the Self-Insurance fund.

These policies will be reviewed at least annually – if not more frequently – and adjusted as needed. Staff intends to bring these policies for City Council review each year as part of budget development and adoption.

FISCAL IMPACT

There is no fiscal impact by adopting these reserve policies. Having comprehensive, City Council adopted reserve policies is one of many best practices necessary to show proper stewardship of available fund balance. Establishing these policies shows transparency and demonstrates a commitment to sound financial practices. These policies will be shared with bond rating agencies, State audit agencies and other external actors with an interest in Montebello’s financial practices.

SUMMARY

The City Council is being asked to adopt comprehensive General Fund reserve policies that are in compliance with GASB Statement No. 54.

ATTACHMENTS

1. Resolution Approval General Fund Reserve Policies
2. City of Montebello Reserve Policies, Exhibit A

RESOLUTION NO _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA APPROVING GENERAL FUND
RESERVE POLICIES IN COMPLIANCE WITH
GOVERNMENTAL ACCOUNTING STANDARDS BOARD
(GASB) STATEMENT NO. 54**

WHEREAS, it is prudent to have comprehensive reserve policies which address the maintenance and use of reserves in general; and,

WHEREAS, the City Council has determined that updated policies governing the treatment of reserves for the General Fund should be in place which supplement and compliment the City's current financial policies; and

WHEREAS, these policies will be reviewed and adopted at least annually as part of the budget development adoption process; and

WHEREAS, the reserve policies incorporate by adoption the requirements of Governmental Accounting Standards Board (GASB) Statement No. 54 – Fund balance Reporting and Governmental Fund Type Definitions as previously adopted.

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

SECTION 1. That the City Council hereby approves the attached "General Fund Reserve Policies" (Exhibit A) which are in compliance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Fund Type Definitions.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and henceforth and hereafter, the same shall be in full force and effect.

APPROVED and ADOPTED this 24th day of June, 2020.

SALVADOR MENDEZ, MAYOR

ATTEST:

IRMA BARAJAS, CITY CLERK

APPROVED AS TO FORM:

ARNOLD M ALVAREZ-GLASMAN
CITY ATTORNEY



CITY OF MONTEBELLO

General Fund Reserve Policies

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

PURPOSE

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

POLICY

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

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

OBJECTIVES

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

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

The fund balance classifications of the City's General Fund are designed to clarify the extent to

which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent, rather than to simply represent the financial resources available for appropriation.

OVERVIEW

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

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

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

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

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

NON-SPENDABLE AND RESTRICTED FUND BALANCE

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

Nonspendable Funds

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

- Assets that will never convert to cash, such as prepaid items and inventories
- Assets that will not convert to cash within sixty (60) days from the start of the fiscal

- year, such as long-term loans receivable, and non-financial assets held for resale
- Assets that must be maintained intact pursuant to legal or contractual requirements, such as an endowment

Restricted Funds

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

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

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

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

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

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

PROCEDURES

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

UNRESTRICTED (SPENDABLE) FUND BALANCE

Committed Funds

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

This policy requires the commitment to be made as part of the annual budget adoption process

(which typically occurs in June of each year). Furthermore, this policy sets out two distinct commitments: Economic Uncertainties Reserve and Unfunded Liabilities Reserve.

Committed Funds – Economic Uncertainties Reserve

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

Appropriations from the Economic Uncertainties Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds). For the first year of operation of this policy, the twenty-five percent (25%) commitment is calculated utilizing the June 30, 2019 ending fund balance. For FY 2020-21, the Economic Uncertainties Reserve will be equal to \$11,252,177.

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

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

Committed Funds – Unfunded Liabilities Reserve

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

Appropriations from the Unfunded Liabilities Reserve can only be made by formal City Council action (i.e., resolution appropriating use of these reserve funds). For the first year of operation of this policy, the five percent (5%) commitment is calculated utilizing the June 30, 2019 ending fund balance. For FY 2020-21, the Unfunded Liabilities Reserve will be equal to \$2,250,435.

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

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

Assigned Funds

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

This policy grants authority to assign funds to the Director of Finance. Assignment of reserves may be modified by the Director of Finance as part of the annual budget process. Use of assigned funds requires formal action by the City Council to appropriate funds in the appropriate account.

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

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

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

Equipment/Technology Replacement and Upgrade Assignment

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

This assignment is intended to be utilized for non-routine or extraordinary equipment replacement needs, and would include not just rolling stock but other equipment such as computers, network and telecom systems, furniture and related equipment, and other critical citywide “equipment” needs. For the first year of operation of this policy, the five percent (5%) commitment is calculated utilizing the June 30, 2019 ending fund balance.

For FY 2020-21, the Equipment/Technology Replacement and Upgrade assignment will be equal to \$2,250,435.

Capital Improvement (Unfunded/Un-programmed) Assignment

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

The purpose of this assignment is to provide an auxiliary means of funding capital improvement projects that do not have a dedicated or restricted funding stream (i.e., non-General Fund source of funding). For the first year of operation of this policy, the five percent (5%) commitment is calculated utilizing the June 30, 2019 ending fund balance.

For FY 2020-21, the Equipment/Technology Replacement and Upgrade assignment will be equal to \$2,250,435.

Deferred Maintenance/Infrastructure Maintenance Assignment

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

The purpose of the Deferred Maintenance/Infrastructure Maintenance assignment is to provide a reserve for deferred maintenance on the City's buildings, sports fields, parks, community centers and other related infrastructure. The Deferred Maintenance assignment could also be utilized to replace items such as equipment in community centers, parks, etc. This assignment could be used to supplement the Equipment/Technology Replacement and Upgrade assignment for these types of "one-time" furniture and equipment purchases. The amount of this assignment will be evaluated on a regular basis and either decreased or increased based on updated deferred maintenance needs and priorities as well as available fund balance.

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

Insurance – Risk Management Assignment

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

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

Economic Sustainability Assignment

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

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

Unassigned Funds

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

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

Use of Resources

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

REPLENISHMENT OF COMMITTED AND/OR ASSIGNED RESERVES

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

SUMMARY

Components of Fund Balance

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

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **State Audit Corrective Action Plan Quarterly Update and Progress Report, June 2020**

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council receive and file the State Audit Corrective Action Plan Quarterly Update and Progress Report.

BACKGROUND

On December 11, 2018, the California State Auditor issued its final audit report for the City of Montebello designating the City as high risk. This report identified ten areas of weakness and offered twenty-two (22) distinct recommendations to address the audit finding areas. Since that time, the majority of the recommendations have been completed, with significant progress made in all areas.

The major areas of weakness identified in the 2018 report were:

- Montebello has not addressed the municipal golf course debt to the General Fund
- Improvements needed by the City's water system could burden the General Fund in the future
- Montebello's hotel bonds could impair the General Fund
- The City must improve management of hotel revenues
- The City must ensure the best value is received from agreements with the hotel operator
- City Manager's contracting activities should be better monitored
- Competitive bidding processes must be established to ensure the best value is received

STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND PROGRESS REPORT, JUNE 2020

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- Certain deficiencies from previous audits by the State Controller must still be addressed
- Better control over petty cash and credit card purchases must be established
- Lack of consistent leadership and competitive salaries have reduced the effectiveness of City departments

In response, the City submitted a Corrective Action Plan which included specific actions the City would take to address the audit findings and a timetable for the implementation of those actions. Staff has presented progress reports since issuance of the report at the following public City Council meetings: April 18, 2019,, July 10, 2019 and January 8, 2020. This is the fourth report and documents the significant progress made in addressing the various findings and recommendations in the State Audit report.

ANALYSIS

An update (Attachment 1) has been prepared to demonstrate the progress the City has made according to the Corrective Action Plan that was submitted. This update and its supporting documentation will be submitted to the State on an ongoing basis and will be used by the State to determine whether to retain or remove the City's high risk designation.

There are six remaining recommendations, all of which are significantly completed. The summary below provides information on these remaining items, and Attachment 1 provides additional detail:

- Addressing golf course operations to reduce the burden on the General Fund:
 - o A new operator was brought on in March 2020 and early indications are the professionalization of operations will reduce expenditures, increase revenue and overall reduce the need for General Fund support
 - o Staff is recommending to contract for landscape services on the golf course, which would save approximately \$350,000 - \$400,000 per year; reducing overall Golf Fund expenditures are further reducing the need for General Fund support
- Addressing the long-term infrastructure needs of the City's water system:
 - o Sale of the water system has been approved by the City Council and the necessary Proposition 218 process is complete, with the anticipation of a

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND
PROGRESS REPORT, JUNE 2020**

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a sale being finalized the end of 2020 after Public Utilities Commission review

- Addressing retirement unfunded liabilities:
 - o Issuance of \$153.4 million on Pension Obligation Bonds (POBs) was approved by the City Council and the bonds were sold at the end of May
 - o The existing UAL per the June 30, 2018 PERS actuarial valuation has been fully extinguished by utilizing bond proceeds
 - o The debt service on the POBs will be paid using voter approved Property Tax Override revenue
- Addressing hotel operations
 - o Current City Management has worked hard to establish a positive working relationship with the operator of the Hilton Garden Inn and Home2Suites; ongoing discussions assist with problem solving and establishing a strong relationship between the City and the operator
- Addressing competitive bidding process improvements
 - o Training in updated procurement processes was completed last year and ongoing efforts by the Finance Department help ensure Municipal Code and Administrative Regulations are followed by all personnel involved in purchasing goods and services for the City
- Addressing State Controller deficiencies from previous audits
 - o Management continues to review internal processes and procedures and make improvements where necessary; new financial policies are being adopted (i.e., reserve policies, pension funding policies, etc.) and a continued effort at improving internal controls is ongoing.

Management will forward this agenda report and Attachment 1 to the State Auditor's office to update them on the City's progress. The improvements made across this organization related to the December 2018 audit report have improved management and financial operations in Montebello. City management is committed to moving past

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 24, 2020
**STATE AUDIT CORRECTIVE ACTION PLAN QUARTERLY UPDATE AND
PROGRESS REPORT, JUNE 2020**

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the State Audit report and making improvements above and beyond what was recommended.

The Fiscal Year 2020-21 budget marks a significant leap forward in improving the City's financial management and fiscal stability. Operational improvements are being made throughout the organization to further strengthen internal controls. A stable management team is in place and is committed to improving operations across the organization to place Montebello on strong operational and financial footing.

FISCAL IMPACT

There is no fiscal impact with this agenda item.

SUMMARY

In 2018, the City was designated by the California State Auditor as high risk. Subsequently, the City prepared a corrective action plan and has substantially completed all of the items. This is the fourth status report update presented to the City Council, illustrating the progress made in addressing the various findings and recommendations from the State Auditor report. This update will be forwarded to the State Auditor to illustrate the significant progress Montebello has made in correcting the many recommendations made in the original audit report.

ATTACHMENTS

- 1) State Audit Corrective Action Plan Quarterly Update and Progress Report, June 2020

State Audit Corrective Action Plan Update and Progress Report - 06/24/2020, Updates in BLUE

#	Recommendation	Assigned to	Due Date	Status	Status Date
	Montebello has not addressed its municipal golf course's increasing debt to the City's General Fund.				
1	<i>To repay the golf fund's debt and reduce the city's structural deficit, Montebello should immediately make a decision on implementing the golf consultant's recommendations. By December 2019, the city should also evaluate the effectiveness of its current plans and consider alternate uses for the golf course property.</i>	Public Works Director and Parks and Rec Director	Beginning December 2019 & Continuing	Grounds keeping RFP has been completed and maintenace specs are being developed. Point of sale and Online Booking System (through GolfNow) was implemented July 8, 2019. Reclaimed Water project at Golf Course has been completed and is in operation, which will lead to long term savings. Contract with Golf Course operator (Camacho) terminated as of 02/29/2020, with new operator/management company in place by 03/01/2020. Ongoing discussions about monteizing portions of the existing Golf Course with updated uses and development. The "shelter in place" orders related to the COVID-19 pandemic forced closure of the City's Golf Course. However, the new operator wasin place prior to closing, and early indications of the improvement of operations were evident. The new operator brings years of professional golf operations experience to the City and management is confident that revenue can be increased and expenditures reduced to further reduce the Golf Course's burden on the General Fund.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION
	Unless Montebello sells its water system or secures alternate financing, necessary improvements could burden the City's general fund in the future.				
2	<i>To address the long-term needs of its water system, Montebello should, by March 2019, reevaluate selling its water system in light of recent legislation or retain a consultant to assist the city in applying for state loans and identifying other options for funding capital improvements.</i>	Public Works Director	Beginning March 2019 & Continuing	On July 10, 2019, City Council approved selling the water system to San Gabriel Valley Water for \$15,857,000 with the City retaining the water rights. The City is selecting a consultant to complete the independent third-party performance evaluation of the water system as required by California Public Utility Code. Feasibility study being completed by March, 2020. Tentatively scheduled for April City Council review and consideration of feasibility study findings. Necessary Proposition 218 process and public hearing was held on May 27, 2020 and the sale of the water sytem is progressing. Staff is working with the Public Utilities Commission (PUC) and anticipates the sale of the water system to be completed by the end of 2020.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION
	Montebello's retirement costs could burden the City's finances in future years				

State Audit Corrective Action Plan Update and Progress Report - 06/24/2020, Updates in BLUE

#	Recommendation	Assigned to	Due Date	Status	Status Date
3	<i>To address higher retirement costs and obligations for retiree health benefits, Montebello should, by June 2019, retain a consultant to help it identify ways to reduce the financial risks that such obligations pose.</i>	Human Resources Director and Acting City Manager	Beginning June 2019 & Continuing	All Labor Associations negotiations are completed. All groups agreed to pickup their own PERS and to end retiree healthcare costs for new hires (other than PEMCHA minimum). By January 2021, Safety employees will pay an additional 3% of their compensation towards the employer costs. City contracted with Hilltop Securities and Bartel & Associates to evaluate pension costs and to evaluate feasibility of issuing Pension Obligation Bonds to reduce unfunded liability (UAL). Discussion with financing team ongoing. Pension Obligation Bonds were issued on May 27, 2020 in the amount of \$152.3 million. This amount will fully extinguish the existing UAL as of the June 30, 2018 actuarial report by PERS (the latest available). The stable, fixed debt service will replace the fluctuating annual UAL and will be paid for using available Property Tax Override tax.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION
Montebello has not ensured that it receives the best value from its agreements with the hotel operator.					
7	<i>To ensure that the city safeguards its interests in various agreements and to ensure that the hotel operator meets the requirements in those agreements related to hotel and event center operations, beginning in January 2019, the city should begin to routinely review information submitted to the city by the hotel operator. At least annually, city staff should report to the city council and the public on the efficiency and effectiveness of hotel operations.</i>	City Manager	Ongoing	CBRE Hotels (formerly PKF) conducted a financial cost analysis of the two hotels. City Manager, Assistant City Manager and Director of Finance meet bi-weekly with the hotel operator to discuss the annual budget goals, renovations and performance. Daily operating reports for both hotels are received by City management. Current City Management has a strong working relationship with the hotel operator, which involves bi-weekly meetings with the current City Manager, Assistant City Manager and Finance Director. There is a closer and more professional working relationship between the hotel controller and the City's Director of Finance. These regular meetings ensure issues and questions are addressed quickly.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION
The City did not always follow competitive bidding process and has not adequately ensured that it receives the best value for its services.					
15	<i>By March 2019—and annually thereafter—the city should train all staff involved in procurement regarding city procurement requirements as well as state law pertaining to certain public procurements.</i>	Accounting Manager	Beginning March 2019 & Ongoing	Staff training session completed August 2018, with ongoing training occurring for recent changes to comply with State Audit recommendations. Additional training completed December 2019. Current Finance Department management will re-evaluate training and provide updates prior to the end of 2020. Additional training will be provided as needed -- both formally and on an ad hoc basis -- to ensure all Municipal Code and Administrative Regulations are being followed.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION
Montebello has not addressed some of the deficiencies identified by the State Controller.					

State Audit Corrective Action Plan Update and Progress Report - 06/24/2020, Updates in **BLUE**

#	Recommendation	Assigned to	Due Date	Status	Status Date
17	<i>To reduce the risk of fraud, waste, and abuse, Montebello should, by December 2019, address all of the State Controller's recommendations regarding its accounting practices, policies, and procedures. Beginning in March 2019, the city manager or a designated staff member should report quarterly to the city council on the progress of addressing the State Controller's recommendations. The report should identify timelines for addressing each recommendation, outline the specific steps taken to respond to the recommendation, and name the staff responsible for any new processes or controls put in place.</i>	City Executive Staff to ensure Controllers recommendations are met. City Manager to present quarterly updates to the City Council and Community	Ongoing	This report, updating the City Council and community on progress related to the State Auditors report shall be presented quarterly, until which time the State Auditor has give the City of Montebello a clean report. Regular updates are being made and Finance Department staff have been in contact with State Auditor staff to ask questions and update them verbally and via email on the City's progress in addressing all areas of weakness and recommendations.	See UPDATES as of June 2020 - COMPLETED/NEAR COMPLETION

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Rafael Gutierrez, City Treasurer
Michael Solorza, Director of Finance

SUBJECT: Quarterly Treasurer's Report for the Quarter Ending March 31, 2020

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2020.

BACKGROUND

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Furthermore, Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The City Council currently receives monthly investment reports via memo from the City Manager. The quarterly report is designed to provide additional information, comparing current year balances and performances to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- Bank of West checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Various credit unions (i.e., Certificates of Deposit)
- Multi-Bank Securities (MBS)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City does earn interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for services, equipment and supply purchases, etc.

QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2020

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Cash flow varies throughout the fiscal year, based on timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax “true up” payments, receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund), etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid and utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity and depending on cash flow, withdrawals or deposits are made from the City's LAIF account. Finally, investment in Certificates of Deposit through various banks, credit unions and clearinghouse (i.e., Multi-Bank Securities) provide additional yield with funds not needed for immediate liquidity deposited accordingly.

The City's Investment Policy was last approved by the City Council in August, 2019. Staff will work with the City Treasurer to update the investment policy and modernize it. The investment of public funds is severely restricted per State Government Code, and rightly so. However, the City's investment policy should be expanded to match Government Code. Doing so will still offer supreme liquidity and safety, while allowing for additional yield by expanding the universe of investment choices and providing improved diversification which assists in weathering fluctuations in the economy.

Staff will work with the California Municipal Treasurer's Association (CMTA) to update the policy utilizing their model investment policy template. The goal would be to submit the City's policy for certification by CMTA, providing a “best practice” review and a third-party “stamp of approval.”

FISCAL IMPACT

The attached cash report provides details of the City's various deposits and investments. For comparison purposes, the City and Successor Agency had a combined cash and investment amount of \$65,621,856 as of March 31, 2020. The table below provides detail of this total:

	March 31, 2020 Amounts
General Accounts	\$ 50,527,910
Successor Agency	\$ 11,065,167
Housing Successory Agency	\$ 1,586,419
Trust and Agency	\$ 2,428,789
401a(h) Trust Accounts	\$ 13,572
	\$ 65,621,857

QUARTERLY TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2020

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By comparison, the City had \$44,122,813 in cash as of June 30, 2019 and \$55,034,893 as of February 28, 2019. Comparison of prior year cash totals is useful, but one must take into account the relative flow of funds and the timing of receipt and expenditure of cash.

As noted, the City does receive income from the investment of cash. For FY 2018-19, the General Fund received \$162,487 in interest income, the FY 2019-20 adopted budget projects \$179,506 in interest income. For next year, General Fund interest income is projected to be \$150,000. The anticipated reduction has to do with lower interest rates, as the economy responds to the coronavirus pandemic.

It should be noted that changes to the City's investment policy would allow for further diversification of investments, with the potential for additional revenue without sacrificing the safety of those funds. Staff will be pursuing an update of the investment policy, while researching options to increase liquidity, maintain security and enhance yields.

Investment income is the one method public agencies can utilize to increase revenue without impacting residents. Improved policies that allow for greater diversity of investments can add revenue to the General Fund – and other funds – without raising fees or taxes or impacting residents or customers.

SUMMARY

Staff is recommending the City Council receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2020.

ATTACHMENTS

- 1) Cash Report, March 31, 2020

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MARCH 31, 2020

BANK OF THE WEST

	Account Number	Account Name	3/31/20	Type	Purpose
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,586,418.90	H	Checking (\$566,112.73 Due to Successor Agency)
2	XXXX-XX093	Successor Agency of the City of Montebello	\$1,610,557.88	S	Checking (\$566,112.73 Due From Housing Successor Agency)
3	XXXX-71041	City of Montebello	\$30,800.95	G	Checking Account (Recreation On-line payments)
4	XXXX-00184	City of Montebello - FSA	\$12,667.38	T	Checking Account (Flexible Spending Account)
5	XXXX-XX079	Liability Account	\$0.00	G	Disbursement of Liability Checks
6	XXXX-XX331	General	\$9,771,794.44	G	Disbursement of City issued checks (AP/Payroll)
7	XXXX-XX554	Workers' Compensation	\$0.00	G	Disbursement of Workers Compensation Checks
8	XXXX-XX287	Trust & Agency	\$1,295,367.45	T	Holding Account
9	XXXX-XX803	Police Retiree Health Account	\$789,505.36	T	Interest Checking;T&A Holding Acct 1% per MOU
10	XXXX-XX267	Payroll	\$0.00	G	Checking Account;Process checks for Payroll
11	XXXX-XX362	Fire Retiree Health Account	\$331,249.03	T	Interest Checking;T&A Holding Acct 1% per MOU
			<u>\$15,428,361.39</u>		

STATE OF CALIFORNIA

	Account Number	Account Name	3/31/20	Type	Purpose
1	XX-XX-551	General	\$29,827,855.93	G	Invest Idle Cash
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$9,454,609.20	S	Invest Idle Cash
			<u>\$39,282,465.13</u>		

EAST WEST BANK

	Account Number	Account Name	3/31/20	Type	Purpose
1	CD	Certificate of Deposit (5/17/19 - 5/16/20)	\$250,000.00	G	Investment

F&A FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/20	Type	Purpose
1	XXXX30	Savings Account	\$5.38	G	Interest Savings Account
2	CD	Certificate of Deposit (4/27/19 - 4/26/20)	\$269,567.23	G	Investment
			<u>\$269,572.61</u>		

FOREST AREA FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/20	Type	Purpose
1	CD	Certificate of Deposit (6/20/19-6/19/20)	\$250,000.00	G	Investment

JEEP COUNTRY FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/20	Type	Purpose
1	CD	Certificate of Deposit (5/23/19-5/22/20)	\$249,000.00	G	Investment

ST. VINCENT'S MEDICAL FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/20	Type	Purpose
1	CD	Certificate of Deposit (4/2/19 - 4/2/20)	\$249,000.00	G	Investment

UNITED FEDERAL CREDIT UNION

	Account Number	Account Name	3/31/20	Type	Purpose
1	CD	Certificate of Deposit (7/25/19 - 7/24/20)	\$250,000.00	G	Investment

PACIFIC PREMIER BANK/PLAZA BANK

	Account Number	Account Name	3/31/20	Type	Purpose
1	XXXXXX181	Money Market Fund	\$4,666,731.48	G	Investment

FIRST MERCANTILE TRUST

	Account Number	Account Name	3/31/20	Type	Purpose
	XXX-XX-X746	CORPORATE ACCOUNT	\$13.27	M	401 a(h) employee benefit
	XXX-XX-X999	TRUST ACCOUNT	\$13,558.29	M	401 a(h) employee benefit
			<u>\$13,571.56</u>		

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
March 31, 2020

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	250,000.00	250,000.00	250,000.00	0.61	365	45	2.318	2.350
Certificates of Deposit - CU	1,267,567.23	1,267,567.23	1,267,567.23	3.11	365	54	2.325	2.357
Local Agency Investment Funds	29,827,855.93	29,827,855.93	29,827,855.93	73.25	1	1	1.706	1.730
Savings Accounts	4,666,736.86	4,666,736.86	4,666,736.86	11.46	1	1	1.992	2.020
Negotiable CDs	4,711,000.00	4,711,000.00	4,711,000.00	11.57	1,319	1,149	1.838	1.863
Investments	40,723,160.02	40,723,160.02	40,723,160.02	100.00%	167	136	1.777	1.802
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	9,802,595.39	9,802,595.39	9,802,595.39		1	1	0.000	0.000
Accrued Interest at Purchase		2,154.19	2,154.19					
Subtotal		9,804,749.58	9,804,749.58					
Total Cash and Investments	50,525,755.41	50,527,909.60	50,527,909.60		167	136	1.777	1.802
Total Earnings								
Current Year	March 31 Month Ending	Fiscal Year To Date						
	65,876.24	618,895.89						
Average Daily Balance	53,143,892.91	44,696,734.93						
Effective Rate of Return	1.46%	1.84%						

Reporting period 03/01/2020-03/31/2020

Run Date: 04/13/2020 - 08:50

Portfolio GEN
CP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2020

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
26	26	EAST WEST BANK		05/17/2019	250,000.00	250,000.00	250,000.00	2.350		2.350	45	05/16/2020
Subtotal and Average			250,000.00		250,000.00	250,000.00	250,000.00			2.350	45	
Certificates of Deposit - CU												
25	25	F&A FEDERAL CREDIT UNION		04/27/2019	269,567.23	269,567.23	269,567.23	2.200		2.200	25	04/26/2020
28	28	FOREST AREA CREDIT UNION		06/20/2019	250,000.00	250,000.00	250,000.00	2.350		2.350	79	06/19/2020
27	27	JEEP COUNTRY FCU		05/23/2019	249,000.00	249,000.00	249,000.00	2.400		2.400	51	05/22/2020
29	29	UNITED FEDERAL CREDIT UNION		07/25/2019	250,000.00	250,000.00	250,000.00	2.300		2.300	114	07/24/2020
24	24	ST. VINCENT'S MEDICAL FCU		04/02/2019	249,000.00	249,000.00	249,000.00	2.550		2.550	1	04/02/2020
Subtotal and Average			1,267,567.23		1,267,567.23	1,267,567.23	1,267,567.23			2.357	54	
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA			29,827,855.93	29,827,855.93	29,827,855.93	1.730		1.730	1	
Subtotal and Average			29,827,855.93		29,827,855.93	29,827,855.93	29,827,855.93			1.730	1	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION			5.38	5.38	5.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK			4,666,731.48	4,666,731.48	4,666,731.48	2.020		2.020	1	
Subtotal and Average			4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86			2.020	1	
Negotiable CDs												
02007GMC4.	32	ALLY BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	915	10/03/2022
05580ASV7	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	1,288	10/11/2023
14042RNV9	37	CAPITAL ONE NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	888	09/06/2022
14042TCM7	35	CAPITAL ONE BANK USA NA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800		1.544	888	09/06/2022
29260MAP0	48	ENCORE BANK		10/23/2019	249,000.00	249,000.00	249,000.00	1.700		1.703	754	04/25/2022
29278TLF5	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	1,260	09/13/2023
33742CAR8	42	FIRST UNITED B&TC		10/11/2019	249,000.00	249,000.00	249,000.00	2.050		2.052	1,654	10/11/2024
38149MGL1	39	GOLDMAN SACHS BANK USA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950		1.678	908	09/26/2022
45673KAX4	38	INFINITY FEDERAL CREDIT UNION		10/10/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	374	04/10/2021
48128LEJ4	44	JP MORGAN CHASE BANK NA		10/16/2019	247,000.00	247,000.00	247,000.00	2.100		2.102	1,659	10/16/2024
49228XAE0	49	KERN SCHOOLS FCU		10/30/2019	249,000.00	249,000.00	249,000.00	2.100		2.102	1,673	10/30/2024
58404DFM8	36	MEDALLION BANK		10/10/2019	249,000.00	249,000.00	249,000.00	1.700		1.705	559	10/12/2021
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	1,661	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	1,618	09/05/2024

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Negotiable CDs												
61765QTY5	50	MORGAN STANLEY BANK		10/30/2019	249,000.00	249,000.00	249,000.00	2.200		2.203	1,673	10/30/2024
749622AP1	43	RIA FEDERAL CREDIT UNIÓN		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	1,288	10/11/2023
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	1,631	09/18/2024
87270LCZ4	41	TIAA FSB		10/11/2019	245,000.00	245,000.00	245,000.00	1.800		1.800	191	10/09/2020
949763L46	46	WELLS FARGO BANK		10/17/2019	249,000.00	249,000.00	249,000.00	2.000		2.002	929	10/17/2022
Subtotal and Average			4,831,483.87		4,711,000.00	4,711,000.00	4,711,000.00			1.863	1,149	
Total and Average			53,143,892.91		40,723,160.02	40,723,160.02	40,723,160.02			1.802	136	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	9,802,595.39	9,802,595.39	9,802,595.39			0.000	1
		Average Balance	0.00	Accrued Interest at Purchase		2,154.19	2,154.19				1
				Subtotal		9,804,749.58	9,804,749.58				
Total Cash and Investments			53,143,892.91		50,525,755.41	50,527,909.60	50,527,909.60			1.802	136

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Certificates of Deposit - Bank													
26	26	EW		05/17/2019	250,000.00	250,000.00	250,000.00	2.350	45	2.350	-87.86	0.00	05/16/2020
Subtotal and Average			250,000.00		250,000.00	250,000.00	250,000.00	2.350	45	2.350	-87.86	0.00	
Certificates of Deposit - CU													
25	25	F&A		04/27/2019	269,567.23	269,567.23	269,567.23	2.200	25	2.200	-40.33	0.00	04/26/2020
28	28	FOREST		06/20/2019	250,000.00	250,000.00	250,000.00	2.350	79	2.350	196.67	0.00	06/19/2020
27	27	JEEP		05/23/2019	249,000.00	249,000.00	249,000.00	2.400	51	2.400	444.07	0.00	05/22/2020
29	29	UNITED		07/25/2019	250,000.00	250,000.00	250,000.00	2.300	114	2.300	475.18	0.00	07/24/2020
24	24	VIN		04/02/2019	249,000.00	249,000.00	249,000.00	2.550	1	2.550	0.01	0.00	04/02/2020
Subtotal and Average			1,267,567.23		1,267,567.23	1,267,567.23	1,267,567.23	2.357	54	2.357	1,075.60	0.00	
Local Agency Investment Funds													
SYS200	200	LAIF			29,827,855.93	29,827,855.93	29,827,855.93	1.730	1	1.730	143,785.71	0.00	
Subtotal and Average			29,827,855.93		29,827,855.93	29,827,855.93	29,827,855.93	1.730	1	1.730	143,785.71	0.00	
Savings Accounts													
697530	500	F&A			5.38	5.38	5.38	0.500	1	0.500	0.37	0.00	
950516181	600	PLAZA			4,666,731.48	4,666,731.48	4,666,731.48	2.019	1	2.019	7,990.22	0.00	
Subtotal and Average			4,666,736.86		4,666,736.86	4,666,736.86	4,666,736.86	2.020	1	2.020	7,990.59	0.00	
Negotiable CDs													
02007GMC4.	32	ALLY		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	915	1.901	2,250.06	0.00	10/03/2022
05580ASV7	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	1288	1.851	2,165.82	0.00	10/11/2023
14042RNV9	37	CAPITA		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	888	1.544	2,119.46	0.00	09/06/2022
14042TCM7	35	CAPONE		10/10/2019	247,000.00	247,000.00	247,000.00	1.800	888	1.544	2,119.46	0.00	09/06/2022
29260MAP0	48	ENCORE		10/23/2019	249,000.00	249,000.00	249,000.00	1.700	754	1.702	440.71	0.00	04/25/2022
29278TLF5	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	1260	1.800	270.16	0.00	09/13/2023
33742CAR8	42	FUB		10/11/2019	249,000.00	249,000.00	249,000.00	2.050	1654	2.052	699.25	0.00	10/11/2024
38149MGL1	39	GOLDMA		10/10/2019	247,000.00	247,000.00	247,000.00	1.950	908	1.678	2,296.08	0.00	09/26/2022
45673KAX4	38	INFI		10/10/2019	249,000.00	249,000.00	249,000.00	1.900	374	1.901	401.81	0.00	04/10/2021
48128LEJ4	44	JP		10/16/2019	247,000.00	247,000.00	247,000.00	2.100	1659	2.102	2,387.44	0.00	10/16/2024
49228XAE0	49	KERN		10/30/2019	249,000.00	249,000.00	249,000.00	2.100	1673	2.102	458.43	0.00	10/30/2024
58404DFM8	36	MEDA		10/10/2019	249,000.00	249,000.00	249,000.00	1.700	559	1.704	591.47	0.00	10/12/2021
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	1661	1.902	557.35	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	1618	1.902	2,250.06	0.00	09/05/2024
61765QTY5	50	MORSTA		10/30/2019	249,000.00	249,000.00	249,000.00	2.200	1673	2.202	480.27	0.00	10/30/2024

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Negotiable CDs													
749622AP1	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	1288	1.801	613.99	0.00	10/11/2023
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	1631	1.902	2,250.07	0.00	09/18/2024
87270LCZ4	41	TIAA		10/11/2019	245,000.00	245,000.00	245,000.00	1.800	191	1.800	2,090.22	0.00	10/09/2020
949763L46	46	WELLS		10/17/2019	249,000.00	249,000.00	249,000.00	2.000	929	2.001	600.33	0.00	10/17/2022
Subtotal and Average			4,831,483.87		4,711,000.00	4,711,000.00	4,711,000.00	1.903	1149	1.863	25,042.44	0.00	
Total and Average			53,143,892.91		40,723,160.02	40,723,160.02	40,723,160.02	1.807	136	1.802	177,806.48	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	9,802,595.39	9,802,595.39	9,802,595.39	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		2,154.19	2,154.19					
				Subtotal		9,804,749.58	9,804,749.58					
Total Cash and Investments			53,143,892.91			50,525,755.41	50,527,909.60	1.456	110	1.452	177,806.48	0.00

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
March 1, 2020 through March 31, 2020

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CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Certificates of Deposit - Bank								
		Subtotal	250,000.00					250,000.00
Certificates of Deposit - CU								
		Subtotal	1,267,567.23					1,267,567.23
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	29,827,855.93					29,827,855.93
Savings Accounts (Monthly Summary)								
950516181	600	PACIFIC PREMIER/PLAZA BANK		2.020		7,714.91	7,714.91	
		Subtotal	4,666,736.86			7,714.91	7,714.91	4,666,736.86
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	2,580,908.75	
		Subtotal	12,383,504.14			0.00	2,580,908.75	9,802,595.39
Negotiable CDs								
828373HH6	45	SILVERGATE BANK		2.100	03/16/2020	0.00	249,000.00	
		Subtotal	4,960,000.00			0.00	249,000.00	4,711,000.00
		Total	53,355,664.16			7,714.91	2,837,623.66	50,525,755.41

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
March 2019 through March 2020

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Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2019	7	35,021,771.57	2.404	2.437	2.440	0	0	12	2
April	2019	9	35,201,261.41	2.421	2.455	2.450	2	2	12	7
May	2019	9	35,450,261.41	2.423	2.457	2.450	2	1	14	11
June	2019	9	35,700,261.41	2.393	2.426	2.410	1	0	16	12
July	2019	10	35,888,880.86	2.357	2.390	2.370	1	1	16	13
August	2019	9	35,888,880.86	2.313	2.345	2.320	0	0	16	12
September	2019	10	35,888,880.86	2.249	2.280	2.250	0	0	16	11
October	2019	30	33,631,852.29	2.118	2.148	2.140	20	0	216	206
November	2019	30	33,631,852.29	2.059	2.087	2.070	0	0	216	200
December	2019	30	42,631,852.29	2.015	2.043	2.030	0	0	170	153
January	2020	30	40,972,160.02	1.939	1.966	1.930	0	0	177	154
February	2020	30	40,972,160.02	1.880	1.906	1.860	0	0	177	150
March	2020	30	40,723,160.02	1.777	1.802	1.730	0	1	167	136
Average		19	37,046,402.72	2.181%	2.211%	2.188	2	0	94	82

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
March 2019 through March 2020

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Security Type	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	Average by Period
Certificates of Deposit - Bank	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.6	0.6	0.6	0.6	0.7%
Certificates of Deposit - CU	2.2	2.2	2.9	3.6	3.5	3.5	3.5	3.8	3.8	3.0	3.1	3.1	3.1	3.2%
Local Agency Investment Funds	83.8	83.9	83.3	82.7	82.8	82.8	82.8	66.9	66.9	73.9	72.8	72.8	73.3	77.6%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts	13.3	13.3	13.2	13.1	13.0	13.0	13.0	13.9	13.9	11.0	11.4	11.4	11.5	12.7%
Checking Accounts														
Negotiable CDs								14.8	14.8	11.6	12.1	12.1	11.6	5.9%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
March 31, 2020

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	March 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	7,426.08	46,234.14
Plus Accrued Interest at End of Period	26,459.95	26,459.90
Less Accrued Interest at Beginning of Period	(23,013.62)	(1,828.72)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	10,872.41	70,865.32
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	10,872.41	70,865.32
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	7,714.91	594,403.23
Plus Accrued Interest at End of Period	151,776.30	151,776.30
Less Accrued Interest at Beginning of Period	(104,487.38)	(198,148.96)
Interest Earned during Period	55,003.83	548,030.57
Total Interest Earned during Period	65,876.24	618,895.89
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	65,876.24	618,895.89

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
March 31, 2020

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	9,454,609.20	9,454,609.20	9,454,609.20	100.00	1	1	1.706	1.730
Investments	9,454,609.20	9,454,609.20	9,454,609.20	100.00%	1	1	1.706	1.730
Cash								
Passbook/Checking (not included in yield calculations)	1,610,557.88	1,610,557.88	1,610,557.88		1	1	0.000	0.000
Total Cash and Investments	11,065,167.08	11,065,167.08	11,065,167.08		1	1	1.706	1.730

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		14,902.02	162,837.19
Average Daily Balance		11,065,872.47	10,779,550.10
Effective Rate of Return		1.59%	2.00%

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA			9,454,609.20	9,454,609.20	9,454,609.20	1.730		1.730	1	
		Subtotal and Average	9,454,609.20		9,454,609.20	9,454,609.20	9,454,609.20			1.730	1	
		Total and Average	11,065,872.47		9,454,609.20	9,454,609.20	9,454,609.20			1.730	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	1,610,557.88	1,610,557.88	1,610,557.88			0.000	1
		Average Balance	0.00								1
		Total Cash and Investments	11,065,872.47		11,065,167.08	11,065,167.08	11,065,167.08			1.730	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF			9,454,609.20	9,454,609.20	9,454,609.20	1.730	1	1.730	45,642.93	0.00	
Subtotal and Average			9,454,609.20		9,454,609.20	9,454,609.20	9,454,609.20	1.730	1	1.730	45,642.93	0.00	
Total and Average			11,065,872.47		9,454,609.20	9,454,609.20	9,454,609.20	1.730	1	1.730	45,642.93	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	1,610,557.88	1,610,557.88	1,610,557.88	0.000	1	0.000	0.00	0.00
		Average Balance	0.00									
Total Cash and Investments			11,065,872.47		11,065,167.08	11,065,167.08	11,065,167.08	1.478	1	1.478	45,642.93	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
March 1, 2020 through March 31, 2020

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CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	9,454,609.20					9,454,609.20
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	728.90	
		Subtotal	1,611,286.78			0.00	728.90	1,610,557.88
		Total	11,065,895.98			0.00	728.90	11,065,167.08

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
March 2019 through March 2020

Page 1

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2019	1	4,282,962.08	2.407	2.440	2.440	0	0	1	1
April	2019	1	4,309,828.36	2.416	2.450	2.450	0	0	1	1
May	2019	1	4,309,828.36	2.416	2.450	2.450	0	0	1	1
June	2019	1	4,309,828.36	2.377	2.410	2.410	0	0	1	1
July	2019	1	14,337,368.53	2.338	2.370	2.370	0	0	1	1
August	2019	1	9,337,368.53	2.288	2.320	2.320	0	0	1	1
September	2019	2	9,337,368.53	2.219	2.250	2.250	0	0	1	1
October	2019	2	9,400,610.29	2.111	2.140	2.140	0	0	1	1
November	2019	2	9,400,610.29	2.042	2.070	2.070	0	0	1	1
December	2019	2	9,400,610.29	2.002	2.030	2.030	0	0	1	1
January	2020	2	9,454,609.20	1.904	1.930	1.930	0	0	1	1
February	2020	2	9,454,609.20	1.835	1.860	1.860	0	0	1	1
March	2020	2	9,454,609.20	1.706	1.730	1.730	0	0	1	1
Average		2	8,214,631.63	2.158%	2.188%	2.188	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
March 2019 through March 2020

Page 1

Security Type	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
March 31, 2020

Page 1

	March 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	144,780.84
Plus Accrued Interest at End of Period	45,642.93	45,642.93
Less Accrued Interest at Beginning of Period	(30,740.91)	(27,586.58)
Interest Earned during Period	14,902.02	162,837.19
Total Interest Earned during Period	14,902.02	162,837.19
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	14,902.02	162,837.19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: CONSIDERATION OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND RENÉ BOBADILLA AS CITY MANAGER FOR THE CITY OF MONTEBELLO

DATE: June 24, 2020

RECOMMENDATION

It is recommended that the City Council review and approve the First Amendment to the Employment Agreement ("First Amendment") between René Bobadilla and the City.

BACKGROUND / ANALYSIS

On July 29, 2019, the City Council approved an Employment Agreement ("Agreement") hiring René Bobadilla to serve as the City Manager for the City of Montebello. The Agreement at Section VII of the Agreement, it requires that the City Council conduct a performance evaluation of the City Manager. On July 10, 2020, the City Council conducted a performance evaluation of the Mr. Bobadilla and directed the City Attorney to draft certain language changes to the Agreement which are incorporated into the First Amendment presented with this report.

The changes to the Agreement which are contained in the First Amendment are as follows:

- Merit increase to salary by \$10,000 annually
- Adjustment of Annual Vacation Leave by 20 hours
- Adjustment of Administrative Leave by 20 hours
- Approval of 5% Employer contribution towards Employee's Deferred Compensation program
- Adjustment to Severance pay calculation
- Approve annual Scripps Executive Physical

FISCAL IMPACT

The fiscal impact is approximately \$27,300, plus the cost of the physical examination.

Consideration of First Amendment to Employment Agreement Between the City of Montebello and René Bobadilla as City Manager for the City of Montebello

Page 2 of 2

SUMMARY

The City Council should review and take action to approve the attached First Amendment

ATTACHMENTS:

- 1) First Amendment to Employment Agreement

AGREEMENT NO. _____

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
RENÉ BOBADILLA AND THE CITY OF MONTEBELLO**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RENÉ BOBADILLA AND THE CITY OF MONTEBELLO (“First Amendment”) is entered into on the 24th day of June, 2020, by and between the CITY OF MONTEBELLO, a Municipal Corporation, hereinafter referred to as “City” and RENÉ BOBADILLA, hereinafter referred to as “Bobadilla,” amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT BETWEEN RENÉ BOBADILLA AND THE CITY OF MONTEBELLO (“Agreement”) effective July 29, 2019.

I. RECITALS

- A. Effective July 29, 2019, City and Bobadilla entered into an Employment Agreement whereby Bobadilla was appointed to the position of City Manager and to exercise the powers and duties set forth in Chapter 2.04 of the Montebello Municipal Code.
- B. Effective June 24, 2020, City and Bobadilla agree to the terms of this First Amendment to the Employment Agreement which modifies Bobadilla’s salary and other essential terms of employment.
- C. All terms and conditions of employment contained in the Agreement and not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Bobadilla agree as follows:

II. AMENDMENTS TO AGREEMENT

The following Sections to the Agreement are amended to read as follows:

- (a) Section III of the Agreement is amended as follows:

III. Salary and Deferred Compensation

City agrees to pay Bobadilla a base salary of \$250,000 a year. Salary payments shall be made in payroll period installments at the same time as other employees of City are paid.

In addition to all other benefits outlined in this Agreement, City shall also pay an additional five percent (5%) of Bobadilla's salary annually to a deferred compensation program selected by Bobadilla and acceptable to the City.

(b) Section VI of the Agreement is amended as follows:

VI. At-Will Employment and Severance

Bobadilla acknowledges and accepts that he may be terminated without cause at any time and he serves as an at-will employee. In the event Bobadilla is terminated from his position by City Council before expiration of the Initial Term or if extended, the Extended Term, and he is willing and able to continue performing his duties as City Manager, then City agrees to pay Bobadilla as severance his base salary, including benefits, which Bobadilla is receiving as of the date of such termination, ("Severance Benefit") for a period as defined as follows:

- A. If terminated by a super-majority vote (4 or 5 members of the City Council), Bobadilla shall receive the sum equal to the Severance Benefit times twelve (12) months.
- B. If terminated by a simple majority vote (3 members of the City Council), Bobadilla shall receive the sum equal to the Severance Benefit times eighteen (18) months.

[All other language from Section VI from Agreement remains unchanged.]

(c) Section IX of the Agreement is amended as follows:

IX. Administrative Leave and Annual Leave

- A. Administrative Leave. Bobadilla shall be afforded Administrative Leave of 100 hours per year on July 29th of each year of the Term of his Employment with the City. The bank of Administrative Leave hours currently credited to Bobadilla shall be unchanged.
- B. Annual Leave (which includes vacation, sick and holiday time). Bobadilla shall be afforded Annual Leave of 300 hours per year on July 29th of each year of the Term of his Employment with the City. The bank of Annual Leave hours currently credited to Bobadilla shall be unchanged.

(d) Section X of the Agreement is amended to add subsection E, as follows:

- E. Bobadilla shall be permitted to participate in an annual Scripps Executive Physical Examination which shall be paid for by the City.

IN WITNESS WHEREOF, the City of Montebello (CITY) has caused this First Amendment to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Rene Bobadilla (BOBADILLA) has signed and executed this FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RÉNE BOBADILLA AND THE CITY OF MONTEBELLO, in triplicate, the day and year first written above.

RENÉ BOBADILLA

CITY OF MONTEBELLO

René Bobadilla

Salvador Melendez, Mayor

ATTEST

APPROVED AS TO FORM

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City
Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand Nos. 1493, consisting of 10 pages, and including

**Warrant No. 589153 through 589369;
Warrant No. 1469**

On file in the office of the City Clerk, the same having been audited and approved by the Controller 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 adoption of this resolution and thence forth and thereafter the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 24th DAY OF JUNE, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
589153	06/09/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
589154	06/09/2020	\$2,888.37	CONTRACT SERVICES	423	AIR EXCHANGE, INC.
589155	06/09/2020	\$1,059.63	UTILITY SERVICES	38380	AT&T
589156	06/09/2020	\$750.50	UTILITY SERVICES	39550	AT&T
589157	06/09/2020	\$138.29	UTILITY SERVICES	39550	AT&T
589158	06/09/2020	\$1,562.30	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589159	06/09/2020	\$105.51	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589160	06/09/2020	\$43,620.36	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
589161	06/09/2020	\$206.51	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
589162	06/09/2020	\$300.00	CONTRACT SERVICES	1627	KEITH S. HOLLAND
589163	06/09/2020	\$17,664.00	PREPAID EXPENSES	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
589164	06/09/2020	\$11,669.05	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
589165	06/09/2020	\$366.61	SUPPLIES	2908	MXGRIP, INC.
589166	06/09/2020	\$60.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
589167	06/09/2020	\$1,274.19	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589168	06/09/2020	\$72,762.86	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589169	06/09/2020	\$189.73	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
589170	06/09/2020	\$270.80	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
589171	06/09/2020	\$3,220.39	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
589172	06/09/2020	\$539.59	UTILITY SERVICES	23610	VERIZON WIRELESS
589173	06/09/2020	\$537.47	UTILITY SERVICES	23610	VERIZON WIRELESS
589174	06/09/2020	\$541.39	UTILITY SERVICES	23610	VERIZON WIRELESS
589175	06/09/2020	\$1,163.50	UTILITY SERVICES	23610	VERIZON WIRELESS



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589176	06/09/2020	\$53.65	UTILITY SERVICES	23610	VERIZON WIRELESS
589177	06/09/2020	\$2,927.43	FRINGE BENEFITS	58990	VISION SERVICE PLAN
589178	06/09/2020	\$300.00	EDUCATION REIMBURSEMENT	2425	RYAN WEBB
589179	06/09/2020	\$25,076.35	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
589180	06/11/2020	\$137,295.56	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
589181	06/11/2020	\$2,431.86	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589182	06/11/2020	\$52.56	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
589183	06/11/2020	\$114.46	SUPPLIES	31270	STARBOARD TACK SUPPLY INC.
589184	06/11/2020	\$5,100.00	IMPROVEMENTS	38010	ADVANCED AVANT-GARDE CORPORATION
589185	06/11/2020	\$16,930.79	SUPPLIES/TRAINING	13240	BANKCARD CENTER
589186	06/11/2020	\$267.39	SUPPLIES	2102	JOHN P BEROKOFF
589187	06/11/2020	\$111.00	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
589188	06/11/2020	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589189	06/11/2020	\$884.78	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
589190	06/11/2020	\$562.92	CONTRACT SERVICES	36870	CINTAS CORPORATION
589191	06/11/2020	\$34,163.23	BUS MAINTENANCE/REPAIR	29460	COMPLETE COACH WORKS
589192	06/11/2020	\$4,704.46	SUPPLIES	2624	CRAFCO, INC.
589193	06/11/2020	\$3,375.00	ANNUAL MONITORING	1595	FROG ENVIRONMENTAL, INC
589194	06/11/2020	\$1,376.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
589195	06/11/2020	\$1,207.68	FIRE EXTINGUISHER SERVICE	70140	GNA-BROOK FIRE PROTECTION, INC.
589196	06/11/2020	\$3,400.82	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
589197	06/11/2020	\$6,091.68	HVAC MAINTENANCE	2152	JOHNSON CONTROLS, INC.
589198	06/11/2020	\$19.50	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589199	06/11/2020	\$9,225.80	BUILDING IMPROVEMENTS	1665	MONTEBELLO SPEAKER REPAIR CENTER, INC.
589200	06/11/2020	\$14,406.25	PLUMBING SERVICE	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
589201	06/11/2020	\$618.48	FUEL	19700	SYNCHRONY BANK
589202	06/11/2020	\$245,135.98	BUILDING IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
589203	06/11/2020	\$8,175.00	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES, INC.
589204	06/11/2020	\$8,811.31	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
589205	06/16/2020	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
589206	06/16/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589207	06/16/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589208	06/16/2020	\$2,280.90	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589209	06/16/2020	\$4,741.53	UTILITY SERVICES	39550	AT&T
589210	06/16/2020	\$2,112.20	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
589211	06/16/2020	\$125.00	CONTRACT SERVICES	132	LOUISE P. JOHNSON
589212	06/16/2020	\$268.75	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
589213	06/16/2020	\$710.00	BUILDING IMPROVEMENTS	2915	TED W. PAGE ENTERPRISES, INC.
589214	06/16/2020	\$3,082.53	CONTRACT SERVICES	1354	DAILY JOURNAL CORPORATION
589215	06/16/2020	\$1,070.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC
589216	06/16/2020	\$30.00	CONTRACT SERVICES	2068	FOCUS MEDICAL IMAGING, INC.
589217	06/16/2020	\$14,916.67	RADIOS	807	FOOTHILL COMMUNICATIONS, LLC
589218	06/16/2020	\$183.96	MACHINERY & EQUIPMENTS	2763	INSIGHT PUBLIC SECTOR, INC.
589219	06/16/2020	\$119.31	PAYROLL TAXES PAYABLE	1100	UNITED STATES TREASURY
589220	06/16/2020	\$4,910.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
589221	06/16/2020	\$412.50	SUPPLIES	1169	JCM AND ASSOCIATES, INC.
589222	06/16/2020	\$11,713.43	CONTRACT SERVICES	2892	KTU & A



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589223	06/16/2020	\$26,395.91	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS, INC
589224	06/16/2020	\$5,668.10	SUPPLIES	2869	MATHIS BROTHERS FURNITURE
589225	06/16/2020	\$2,753.71	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
589226	06/16/2020	\$1,370.78	IMPROVEMENTS OTHER THAN BUILDING	4760	MONTEBELLO LAND & WATER CO.
589227	06/16/2020	\$13,979.21	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
589228	06/16/2020	\$30.15	UTILITY SERVICES	100	PICO WATER DISTRICT
589229	06/16/2020	\$3,596.35	CONTRACT SERVICES	2828	R-S EQUIPMENT SERVICE
589230	06/16/2020	\$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
589231	06/16/2020	\$500.00	COST RECOVERY	2635	SPERTUS, LANDES & UMHOFFER LLP
589232	06/16/2020	\$14,767.42	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
589233	06/16/2020	\$359.70	SUPPLIES	59290	UNIVAR USA INC.
589234	06/16/2020	\$6,397.44	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
589235	06/16/2020	\$456.55	UTILITY SERVICES	23610	VERIZON WIRELESS
589236	06/16/2020	\$152.04	UTILITY SERVICES	23610	VERIZON WIRELESS
589237	06/17/2020	\$245.28	FUEL	2186	ACEGAS LLC
589238	06/17/2020	\$44.94	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589239	06/17/2020	\$24.10	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
589240	06/17/2020	\$273.76	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
589241	06/17/2020	\$550.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR, INC.
589242	06/17/2020	\$3,766.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
589243	06/17/2020	\$1,605.06	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
589244	06/17/2020	\$1,217.35	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
589245	06/17/2020	\$3,612.71	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589246	06/17/2020	\$493.00	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
589247	06/17/2020	\$11,266.60	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
589248	06/17/2020	\$96.25	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
589249	06/17/2020	\$2,910.26	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
589250	06/17/2020	\$11,604.40	CONTRACT SERVICES	2101	ESO SOLUTIONS, INC.
589251	06/17/2020	\$2,630.69	MACHINERY & EQUIPMENTS	1914	EXPO IT, LLC.
589252	06/17/2020	\$116.95	SUPPLIES	38020	FLEET PRIDE, INC.
589253	06/17/2020	\$6,740.00	CONTRACT SERVICES	371	FLO-SERVICES, INC.
589254	06/17/2020	\$10,746.92	ANNUAL HVAC MAINTENANCE	2443	FM THOMAS AIR CONDITIONING, INC.
589255	06/17/2020	\$5,228.08	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
589256	06/17/2020	\$120.00	ELEVATOR SERVICE	1650	GOLDEN STATE ELEVATOR SERVICE INC.
589257	06/17/2020	\$913.61	REFUND	2920	RENE GONZALEZ
589258	06/17/2020	\$1,463.97	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
589259	06/17/2020	\$6,837.73	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
589260	06/17/2020	\$1,767.96	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
589261	06/17/2020	\$26.00	REFUND	2919	NANCY LEON
589262	06/17/2020	\$1,961.95	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
589263	06/17/2020	\$318.61	TRAFFIC SIGNAL MAINTENANCE	4810	LOS ANGELES COUNTY
589264	06/17/2020	\$917.88	RENTAL SERVICES	74640	MISSION LINEN SUPPLY
589265	06/17/2020	\$3,375.58	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
589266	06/17/2020	\$325.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE
589267	06/17/2020	\$2,079.01	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
589268	06/17/2020	\$218.99	SUPPLIES	15620	OFFICE DEPOT
589269	06/17/2020	\$539.86	MEDICAL REIMBURSEMENT	42490	LINDA PAYAN



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589270	06/17/2020	\$150.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES, INC.
589271	06/17/2020	\$1,000.00	GENERAL GOVERNMENT	2918	VALERIE PEREZ
589272	06/17/2020	\$2,918.93	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
589273	06/17/2020	\$105.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589274	06/17/2020	\$52,923.50	VEHICLE MAINTENANCE/EXPENSES	1635	PSI REPAIR SERVICES, INC.
589275	06/17/2020	\$6,365.04	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
589276	06/17/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
589277	06/17/2020	\$196.25	ALARM MONITORING	51850	SECURITY SIGNAL DEVICES INC.
589278	06/17/2020	\$1,501.90	MEDICAL REIMBURSEMENT	9340	GEORGE S. SIMONIAN
589279	06/17/2020	\$597.82	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
589280	06/17/2020	\$2,667.94	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
589281	06/17/2020	\$2,970.39	CONTRACT SERVICES	652	TIMECLOCK PLUS, LLC
589282	06/17/2020	\$234.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS,INC.
589283	06/17/2020	\$535.60	MEDICAL REIMBURSEMENT	27300	ROBERT C. TUFANO
589284	06/17/2020	\$242.17	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
589285	06/17/2020	\$63.92	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC.
589286	06/17/2020	\$275.08	REFUND	2926	VIVINT SOLAR, INC
589287	06/17/2020	\$1,395.64	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
589288	06/17/2020	\$6,580.00	LANDSCAPING SERVICES	40860	WEST COAST ARBORISTS, INC.
589289	06/17/2020	\$720.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC.
589290	06/17/2020	\$8,758.78	INSURANCE PREMIUMS	55860	AFLAC
589291	06/17/2020	\$4,771.40	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589292	06/17/2020	\$1,133.33	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589293	06/17/2020	\$204.52	UTILITY SERVICES	39550	AT&T
589294	06/17/2020	\$326.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
589295	06/17/2020	\$4,428.58	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589296	06/17/2020	\$1,016.00	PUBLIC SAFETY	2921	CELESTIAL CAPITAL GROUP INC.
589297	06/17/2020	\$2,755.72	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
589298	06/17/2020	\$68,326.46	CONTRACT SERVICES	29460	COMPLETE COACH WORKS
589299	06/17/2020	\$1,150.00	CONTRACT SERVICES	41130	MIHM INC./EMERGENCY RESPONSE CRIME SCENE CLEANING
589300	06/17/2020	\$302.58	VEHICLE MAINTENANCE/EXPENSES	506	SPX CORPORATION
589301	06/17/2020	\$2,626.95	SUPPLIES/COVID19	22560	H & H AUTO PARTS WHOLESALE
589302	06/17/2020	\$5,632.00	CONTRACT SERVICES	2793	IBE DIGITAL
589303	06/17/2020	\$1,475.00	SUPPLIES	2156	LEED ELECTRIC INC.
589304	06/17/2020	\$25.00	MAPS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
589305	06/17/2020	\$3,495.00	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
589306	06/17/2020	\$10,950.00	MEDICAL SUPPLIES/COVID19	2911	MEDICAL DIAGNOSTIC LABORATORY, LLC
589307	06/17/2020	\$3,669.88	CONSULTING SERVICES	1200	MOBILITY ADVANCEMENT GROUP
589308	06/17/2020	\$5,992.15	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
589309	06/17/2020	\$400.00	APPRAISAL SERVICES	134	RICHARD H. MUNOZ
589310	06/17/2020	\$9,789.30	FUEL INVENTORY	1059	AMBER RESOURCES LLC
589311	06/17/2020	\$659.12	PAPER SHREDDING	36350	SHRED-IT USA
589312	06/17/2020	\$2,424.01	REFUND	2898	TATUM HILL CONSTRUCTION/SINAI CONSTRUCTION
589313	06/17/2020	\$853.76	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD, INC.
589314	06/17/2020	\$1,159.91	FILING FEE-AVR SURVEYS	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
589315	06/17/2020	\$6,652.00	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
589316	06/17/2020	\$173,971.65	FUEL	45630	SOUTHERN CALIFORNIA EDISON



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589317	06/17/2020	\$4,900.00	LANDSCAPING SERVICES	74850	UNIQUE GENERAL SERVICES
589318	06/17/2020	\$10,937.34	SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
589319	06/17/2020	\$1,269.37	UTILITY SERVICES	23610	VERIZON WIRELESS
589320	06/17/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
589321	06/17/2020	\$200.05	UTILITY SERVICES	23610	VERIZON WIRELESS
589322	06/17/2020	\$3,129.84	UTILITY SERVICES	23610	VERIZON WIRELESS
589323	06/17/2020	\$1,900.92	JANITORIAL SUPPLIES	67320	WINZER CORPORATION
589324	06/17/2020	\$698.58	UTILITY SERVICES	1732	AT&T CORP.
589325	06/17/2020	\$1,891.38	UTILITY SERVICES	39550	AT&T
589326	06/17/2020	\$530.13	UTILITY SERVICES	39550	AT&T
589327	06/17/2020	\$172.85	UTILITY SERVICES	39550	AT&T
589328	06/17/2020	\$275.00	JOB POSTING	58860	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFF.
589329	06/17/2020	\$34.48	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
589330	06/17/2020	\$2,843.50	AUDIT SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
589331	06/17/2020	\$1,400.00	MEMBERSHIP DUES	1273	INTERNATIONAL CITY/COUNTY MGMT ASSOC.
589332	06/17/2020	\$663.00	JOB POSTING	5450	JOBS AVAILABLE INC.
589333	06/17/2020	\$360.15	VEHICLE MAINTENANCE	9830	JOHN'S LIFT REPAIR SERVICE INC
589334	06/17/2020	\$740.00	MEMBERSHIP DUES	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
589335	06/17/2020	\$300.00	MEMBERSHIP DUES	2355	MONTEBELLO ROTARY
589336	06/17/2020	\$733.65	MACHINERY & EQUIPMENTS	2924	PPREMIO, INC.
589337	06/17/2020	\$64.12	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
589338	06/17/2020	\$9,373.17	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO.
589339	06/17/2020	\$14,415.29	UTILITY SERVICES	526	T-MOBILE USA, INC.



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589340	06/17/2020	\$1,180.00	VEHICLE MAINTENANCE	47600	VORTEX INDUSTRIES
589341	06/17/2020	\$80.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
589342	06/17/2020	\$80.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE
589343	06/17/2020	\$80.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
589344	06/17/2020	\$110.00	CARPOOL INCENTIVE	291	ROSA AVALOS
589345	06/17/2020	\$80.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
589346	06/17/2020	\$80.00	CARPOOL INCENTIVE	65410	MAGGALI CORREA
589347	06/17/2020	\$70.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
589348	06/17/2020	\$80.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
589349	06/17/2020	\$80.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
589350	06/17/2020	\$110.00	CARPOOL INCENTIVE	1668	MEL PASTION
589351	06/17/2020	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO
589352	06/17/2020	\$80.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
589353	06/17/2020	\$30.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
589354	06/17/2020	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
589355	06/17/2020	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
589356	06/17/2020	\$440.00	SUPPLIES	2620	LARRY BLAUVELT
589357	06/17/2020	\$154.50	REFUND	2928	JHOVANY B FLORES
589358	06/17/2020	\$680.00	REFUND	2932	SUSANNE FLORES
589359	06/17/2020	\$1,587.43	AIR CONDITIONING REPAIR	2443	FM THOMAS AIR CONDITIONING, INC.
589360	06/17/2020	\$38,940.51	JAIL FACILITY SERVICE	76070	GEO CORRECTIONS & DETENTION INC.
589361	06/17/2020	\$284.81	SUPPLIES	15440	HOSE-MAN, INC.
589362	06/17/2020	\$30.00	REFUND	2929	OGANES ISKADZHIAN
589363	06/17/2020	\$1,075.80	REFUND	2931	M-VISION GRAPHICS INC.



City of Montebello

Register of Demands No. 1493

From Payment Date: 6/9/20 - To Payment Date: 6/17/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
589364	06/17/2020	\$139.05	REFUND	2930	MARIEL PENA
589365	06/17/2020	\$136.55	SUPPLIES	2587	VANESSA PADILLA NAVA
589366	06/17/2020	\$15.40	MEDICAL	36070	PATHOLOGY & LAB. MED. GROUP
589367	06/17/2020	\$174.98	MAIL/ POSTAL EXPENSE	503	QUADIENT, INC.
589368	06/17/2020	\$1,689.00	REPAIRS	2925	R-DOORS, INC.
589369	06/17/2020	\$2,800.00	NWS TRAINING	1188	TYLER TECHNOLOGIES, INC.
Subtotal		\$1,417,953.62			
6093 - Successor Agency					
1469	06/09/2020	\$84,444.63	OSTROM PAYMENT	20390	ARA SEVACHERIAN
Subtotal		\$84,444.63			
Total		<u>\$1,502,398.25</u>			

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**MAY 13, 2020
WEDNESDAY
5:36 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:36 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres (via teleconference), Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:37 p.m. to discuss the following items. At the hour of 6:45 p.m., Mayor Melendez reconvened the meeting.

CLOSED SESSION – 5:30 P.M.

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

4. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

All Councilmembers were present. City Manager Bobadilla provided a briefing. City Council provided direction. No reportable action.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 1318 West Colegrove

Agency: Rene Bobadilla

Negotiating Parties: Property Owner

Under negotiation: Terms of payment or price

All Councilmembers were present. City Councilmember provided direction to City staff and City Manager Bobadilla to conclude sale.

REGULAR SESSION - 6:30 P.M.

6. INVOCATION

PLEDGE OF ALLEGIANCE

7. PRESENTATION

CALIFORNIA DAY OF THE TEACHER

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Bobadilla stated that the City Council agreed to extend the Safer at Home Order to the end of July 2020.

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

11. PUBLIC ORAL COMMUNICATIONS ON OPEN SESSION ITEMS (30 MINUTES)

- 12. APPROVAL OF AGENDA:** Councilmember Hadjinian moved, seconded by Councilmember Jimenez be approved in a single motion with the exception of Item Nos. 13, 14 and 15. Item No. 18 will be pulled from the agenda and brought back at a later date. Such approval will also waive the reading of any ordinance. Motion carried unanimously on a 5-0 roll call.

SCHEDULED MATTERS

13. PUBLIC HEARING: CONSIDERATION AND APPROVAL OF AN URGENCY ORDINANCE AND ORDINANCE ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODES TO THE MONTEBELLO MUNICIPAL CODE

Mayor Melendez opened the Public Hearing at the hour of 6:59 p.m.

James Flournoy submitted an email asking why the UCC is not adopted in its entirety.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Waive further reading and adopt Urgency Ordinance No. 2421 adopting by reference and amending the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards
- 2) Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code, 2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and
- 3) Waive first reading and introduce the Ordinance, adopting by reference the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code, 2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and
- 4) Concurrently make certain findings in support of specific additions, deletions and/or amendments to the proposed urgency ordinance and ordinance.

Motion carried on a 5-0 roll call vote of the City Council.

14. PUBLIC HEARING: APPROVE THE HOUSING ELEMENT UPDATE (DATED APRIL 8, 2020) FOR THE 2016-2021 PLANNING PERIOD AND ADOPT ZONE CODE AMENDMENT NO. 01-20 FOR THE RELATED HOUSING OPPORTUNITY OVERLAY ZONE

Mayor Melendez opened the Public Hearing at the hour of 7:01 p.m.

Margot Eiser submitted a comment.

Mayor Melendez closed the Public Hearing at the hour of 7:01 p.m.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Adopt Resolution No. 20-35 adopting the Addendum to the adopted Negative Declaration prepared in connection with the Housing Element Update (2016-2021);
- 2) Adopt Resolution approving the Housing Element Update (dated April 8, 2020) for the 2016-2021 planning period; and
- 3) Introduce and waive first reading of the Ordinance to establish the Housing Opportunity Overlay Zone (Zone Code Amendment No. 01-20).

Motion carried on a 5-0 roll call vote of the City Council

CONSENT MATTERS

15. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT, BOND PURCHASE AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE SALE OF PENSION OBLIGATION BONDS AND FORM OF PENSION FUNDING POLICY

Mayor Melendez opened the Public Hearing at the hour of 7:02 p.m.

There being no public testimony, Mayor Melendez closed the Public Hearing at the hour of 7:02 p.m.

Director Solorza gave a brief summary.

Mayor Pro Tem Cobos-Cawthorne asked about other alternatives.

Councilmember Torres asked about the down side of the bond.

City Manager Bobadilla stated that time is of the essence and should be done now.

Mayor Melendez stated that the City Council has a duty to protect taxpayer's best interest.

Director Solorza stated that this is in the City's best interest for the future.

Councilmember Hadjinian stated that this is a huge cost savings for the City.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-36 approving a Preliminary Official Statement, a Continuing Disclosure Agreement, a Bond Purchase Agreement, a Pension Funding Police and authorize the taking of certain other actions in connection therewith.

Motion carried on a 5-0 roll call vote of the City Council.

16. REQUEST FOR PROPOSALS (RFP) FOR CLASSIFICATION AND TOTAL COMPENSATION STUDY

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Authorize City Staff to issue a Request for Proposals (RFP) for a Classification and Total Compensation Study (RFP 20-12).

Motion carried unanimously.

17. AWARD A PURCHASE ORDER CONTRACT FOR JANITORIAL SUPPLIES

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

1) Approve the purchase of cleaning and janitorial supplies in an amount not to exceed \$80,000 with Clean Sweep Supply Company for the current Fiscal Year (FY 2019-20); and

2) Authorize the City Manager to approve the purchase order.

Motion carried unanimously.

18. ACCEPTANCE OF WORK AND FILING OF NOTICE OF COMPLETION FOR THE CITYWIDE BUS STOP IMPROVEMENT DESIGN AND INSTALLATION PROJECT

This item was pulled from the agenda and not discussed.

19. ADOPTION OF ORDINANCE APPROVING CHANGES TO MONTEBELLO MUNICIPAL CODE CHAPTER 2.04 RELATING TO POWERS, DUTIES AND RESPONSIBILITY OF THE CITY MANAGER

Councilmember Torres moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

1) Review the attached Ordinance relating to the position of City Manager and approve the clarifications of the Montebello Municipal Code (MMC); and

2) Adopt Ordinance No. 2422 at Second Reading.

Motion carried unanimously.

20. AUTHORIZATION TO ENTER INTO A SITE ACCESS AGREEMENT WITH LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) FOR INSTALLATION OF A WIRELESS COMMUNICATION FACILITY LOCATION

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Authorize the City Manager to enter into Land Lease Agreement No. 3774 with LA-RICS for the installation of a wireless communication facility; and
- 2) Authorize the City Manager to negotiate terms and enter into a License Agreement with AT&T FirstNet for the operation and maintenance of a wireless communication facility; and
- 3) Approve the Land Lease Agreement between the City and LA-RICS for a certain designated space on the City's facility located at 1600 W. Beverly Blvd.

Motion carried unanimously.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 13, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-37 approving the Warrant Register dated May 13, 2020.

Motion carried unanimously.

22. APPROVAL OF MINUTES: FEBRUARY 12, FEBRUARY 26, MARCH 11, MARCH 12 AND MARCH 16, 2020

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Approve minutes as written. Motion carried unanimously.

22A. ADOPTION OF A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR THE VOLKSWAGEN MITIGATION TRUST FUNDS

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

Adopt Resolution No. 20-38 authorizing the filing of applications with the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the City of Montebello, through Montebello Bus Lines (MBL), to receive Volkswagen Mitigation Trust Funds to purchase zero emission buses.

Motion carried unanimously.

Councilmember Hadjinian moved, seconded by Councilmember Jimenez to add Item No. 22B to the Agenda as it came up after the posting of the Agenda. Motion carried on a 4-0 roll call vote of the City Council.

22B. APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GENTRY BROTHERS, INC. FOR C.P. # 866 - BEVERLY BOULEVARD STREET IMPROVEMENTS PROJECT FROM 21ST STREET TO HOWARD AVENUE

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:

- 1) Approve a change order, in the amount of \$327,650, to the construction contract with Gentry Brothers, Inc. for C.P. # 866 – Beverly Boulevard Street Improvements Project (“the Project”) from 21st Street to Howard Avenue; and
- 2) Amend the Fiscal Year 2019-20 adopted Capital Improvement Program budget by increasing appropriations in the Proposition C Fund (Account No. 215-99-7116-100.404.10) by \$327,650.

Motion carried unanimously.

23. ORAL COMMUNICATIONS - CONTINUED

None.

24. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting in memory of Janie Bell King, wife of former Montebello Fire Chief and City Clerk Robert J. King.

APPROVAL OF MINUTES: Upon Motion carried unanimously. The minutes of May 13, 2020 were approved as written on June 24, 2020.

IRMA BARAJAS, City Clerk

**CITY OF MONTEBELLO
901 VIA SAN CLEMENTE
MONTEBELLO CA 90640**

**MAY 22, 2020
FRIDAY
10:00 A.M.**

MINUTES

THE MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 10:00 a.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez, Torres, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman (via Teleconference)
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman.

OPEN SESSION

- 4. STRATEGIC PLANNING AND VISIONING WORKSHOP**

Discussion with City Council and Consultant Pat West, former Long Beach City Manager.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 4:00 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of May 22, 2020 were approved as written on June 24, 2020.

IRMA BARAJAS, City Clerk

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA 90640**

**JUNE 3, 2020
WEDNESDAY
6:09 P.M.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 6:09 p.m.
- 2. ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Jimenez, Torres, Hadjinian, Cobos-Cawthorne, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez Glasman

Gabriela Reyes submitted a comment card and addressed budget plans specifically for the Police Department.

Byron Jackson submitted a comment card and addressed the curfew ordered by the City and stated that it was unlawful to do so.

OPEN SESSION

4. BUDGET PRESENTATION

Finance Director Solorza gave a presentation on the proposed 2019-20 Budget.

City Manager Bobadilla, Assistant City Manager Salazar and Department Heads spoke about each of their Department Budgets.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 8:07 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 3, 2020 were approved as written on June 24, 2020.

IRMA BARAJAS, City Clerk