



CITY OF MONTEBELLO
REGULAR CITY COUNCIL MEETING AGENDA
WEDNESDAY, MAY 11, 2022 AT 5:00 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

Teleconference Location for
Councilmember Torres:
Hyatt Regency Hotel
Lobby Area
1209 L Street
Sacramento, CA 95814

Teleconference Location for
Councilmember Peralta:
Posada El Rey Sol Hotel
Lobby Area
Avenida Blancarte 130
22800 Ensenada, Mexico

CITY COUNCIL

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

CITY MANAGER
René Bobadilla, City Manager

CITY TREASURER
Rafael Gutierrez

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Lupita Ibarra

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California; at the Hyatt Regency Hotel, Lobby Area, 12091 L Street, Sacramento, California 95814 via teleconference; and at the Posada El Rey Sol Hotel, Lobby Area, Avenida Blancarte 130, 22800 Ensenada, Mexico.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.cityofmontebello.com/government/live-streaming.html>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

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

RULES OF DECORUM:

As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council or who otherwise disrupts the orderly conduct of the Council's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person the day of the meeting***. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, May 11, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

CLOSED SESSION – NONE

REGULAR SESSION – 6:00 P.M.

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

1. RECOGNITION OF CITIZEN OF THE MONTH – MANNY FRANCO
2. RECOGNITION OF ASIAN PACIFIC HERITAGE MONTH
3. RECOGNITION OF NATIONAL PET MONTH
4. RECOGNITION OF MENTAL HEALTH MONTH
5. RECOGNITION OF MOTORCYCLE SAFETY AWARENESS MONTH
6. RECOGNITION OF NATIONAL MILITARY APPRECIATION MONTH
7. RECOGNITION OF COMMUNITY ATHLETES – MONTEBELLO HIGH SCHOOL CIF D2 FINALIST
AND SCHURR HIGH SCHOOL FEMALE WRESTLER
8. RECOGNITION OF MONTEBELLO – SAINT BENEDICT SCHOOL GIRLS BASKETBALL
9. PRELIMINARY BUDGET FOR FISCAL YEAR 22/23

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS****10. ADOPT RESOLUTION NO. 22-34 TO FORMALLY ADOPT THE FINAL CITY COUNCIL DISTRICT MAP – CALIFORNIA VOTING RIGHTS ACT ("CVRA")**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-34 (Attachment A) to formally adopt a final City Council district map; and
- 2) Take such additional, related, action that may be desirable.

11. ADOPT RESOLUTION NO'S. 22-32 AND 22-33 ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO FIREFIGHTERS ASSOCIATION (MFA) AND THE CITY AND THE MONTEBELLO SUPERVISORS ASSOCIATION (MSA)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-33 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Fire Association (MFA); and
- 2) Approve a Resolution 22-32 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors Association (MSA).

CONSENT CALENDAR

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

12. APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$188,790; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$188,790 in Account No. 610-99-6040.80 (Golf Course, Engineering Services); and
- 4) Take such additional, related, action that may be desirable.

13. AMEND THE FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR VARIOUS PROJECTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Amend the Fiscal Year 2021-22 Capital Improvement Program Budget in the Amounts and for the Projects/Accounts Detailed on Attachment A; and
- 2) Take such additional, related, action that may be desirable.

14. APPROVAL OF EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982 WITH SAMALJON INC. FOR GRANT REA PARK BATTING CAGES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a new Exclusive Permissive Use & Licensing Agreement No. 3982 with Samaljon ("Licensee"); and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

15. APPROVAL TO SUBMIT APPLICATION FOR THE CITIES AND COUNCILS OF GOVERNMENTS INTERIM HOUSING SERVICES ("CCOGIHS") FUND

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the submission of the grant application for the Cities and Councils of Governments Interim Housing Services ("CCOGIHS") Fund; and
- 2) Take such additional, related, action that may be desirable.

16. APPROPRIATION OF GRANT AWARD FUNDS FROM THE CALIFORNIA FIRE FOUNDATION SPRING 2022 GRANT CYCLE

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the appropriation of \$15,000 awarded to the Fire Department by the California Fire Foundation; and

- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$15,000 in Account No. 265-85-855-4198 and 265-85-855-6010.60 (Grants, Fire, CA Fire Foundation, Misc Grants [Revenue] and Machinery & Equipment – Personal Protective Equipment [Expenditures]); and
- 3) Take such additional, related, action that may be desirable.

17. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 22-9) FOR CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize Staff to issue a Request for Proposals (RFP No. 22-9) for Crossing Guard Services; and
- 2) Take such additional, related, action that may be desirable.

18. APPROVAL OF AGREEMENT NO. 3980 WITH THE PUN GROUP, LLP FOR FINANCIAL AUDIT SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve awarding a professional services agreement for audit services to The Pun Group, LLP (Pun Group), and authorize the City Manager to execute the agreement.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 22-31 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 11, 2022

RECOMMENDATION: Adopt Resolution No. 22-31 approving the Warrant Register dated May 11, 2022.

AB 1234 TRAVEL REPORTS

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

COUNCIL ORALS

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

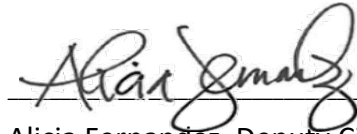
- **Councilmember Peralta**
- **Councilmember Melendez**
 - a. City Ordinance on illegal fireworks
- **Councilmember Torres**
 - a. Request for Council Consensus to add Black History Month and National Donate Life Month to the list of currently Recognized Health and Heritage Months in Montebello.
 - b. Comments on missing monthly financial reports as per Montebello Municipal Code § 2.16.020.E
- **Mayor Pro Tem Jimenez**

- **Mayor Cobos-Cawthorne**
 - a. Appointment of Parks and Recreation Commissioner – Frank Jurado Sr.
 - b. Appointment of Planning Commissioner – Edward Franco

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 25, 2022 at 5:00 p.m.** which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, May 8, 2022 5:00 p.m.**



Alicia Fernandez, Deputy City Clerk



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: California Voting Rights Act (“CVRA”) – Adoption of Resolution No. 22-34 to Formally Adopt the Final City Council District Map

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-34 (Attachment A) to formally adopt a final City Council district map; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

None.

BACKGROUND

Montebello City Councilmembers are currently elected in “at-large” elections, in which each Councilmember is elected by the voters of the entire City. The City received a petition on March 15, 2021 alleging the City’s at-large election system violates the CVRA and requesting that the City voluntarily change its at-large system of electing Councilmembers to a district-based election system.

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

California Voting Rights Act (“CVRA”) – Adoption of Resolution No. 22-34 to Formally Adopt the Final City Council District Map

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DISCUSSION

The CVRA was enacted in 2001 to implement the California constitutional guarantees of equal protection and the right to vote. Under the CVRA, a city is required to hold at least two (2) public hearings prior to the drawing of draft City Council district maps, and at least two (2) public hearings after the draft City Council district maps are drawn.

The City Council has held public hearings on October 13, 2021, November 13, 2021, February 9, 2022, February 23, 2022, April 9, 2022, April 23, 2022, and April 27, 2022. At the Special Meeting held on May 2, 2022, City Council unanimously decided to move forward with Demographer Map 3B for final adoption on May 11, 2022.

DATE	TYPE OF MEETING	LOCATION	NOTES
May 11, 2022	Regular Meeting	Council Chambers	Adopt final map by Resolution
May 12, 2022			Deadline to submit map to Los Angeles County Registrar-Recorder/County Clerk

SUMMARY

Staff recommends that the City Council adopt Resolution No. 22-34 to formally adopt the final City Council district map.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-34
- B. Attachment B – Draft City Council district map(s)

ATTACHMENT A

RESOLUTION NO. 22-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING A CITY COUNCIL DISTRICT MAP IN ACCORDANCE WITH THE CALIFORNIA VOTER RIGHTS ACT AND THE FAIR MAPS ACT

RECITALS

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

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

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

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

WHEREAS, at its meeting on February 9, 2022, the City Council adopted Ordinance No. 2444 establishing the by-district election process of Councilmembers and stating that a final City Council district map would be adopted by Resolution by May 12, 2022; and

WHEREAS, the City Council has held seven (7) public hearings where input regarding draft City Council district maps were received in addition to four (4) map open house events where draft maps were displayed for resident review and comment; and

WHEREAS, the City Council has selected a final City Council district map to be adopted under this Resolution and incorporated by reference into Ordinance No. 2444.

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

SECTION 1: That the City Council finds and determines that the above recitals are true and correct.

SECTION 2: The City of Montebello City Council district boundaries are hereby established within the City of Montebello as shown by the City Council district boundary map attached hereto and incorporated by reference (Exhibit "A") which is adopted and established by this Resolution in accordance with Elections Code sections 21601(e). The final City Council district boundary map shall be submitted to Los Angeles County to ensure its implementation in the November 2022 election.

RESOLUTION NO. 22-34

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SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of May 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-34 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

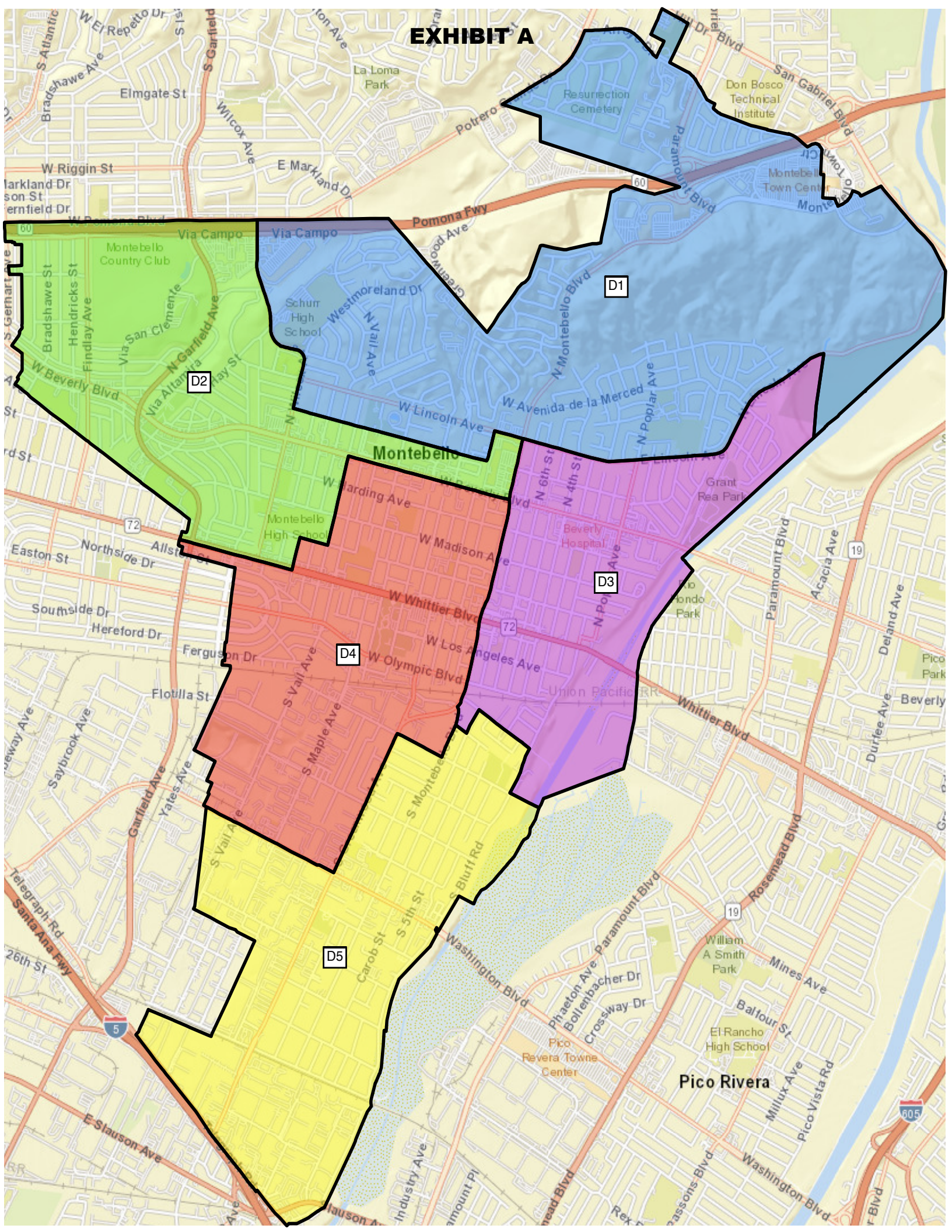
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – District Boundary Map

EXHIBIT A



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	527
Largest Negative Deviation:	-611
Overall Range in Deviation:	1,138
Overall Range in Deviation Percentage:	9.05%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,898	12,576	322	2.56
2	12,734	12,576	158	1.26
3	11,965	12,576	-611	-4.86
4	13,103	12,576	527	4.19
5	12,179	12,576	-397	-3.16

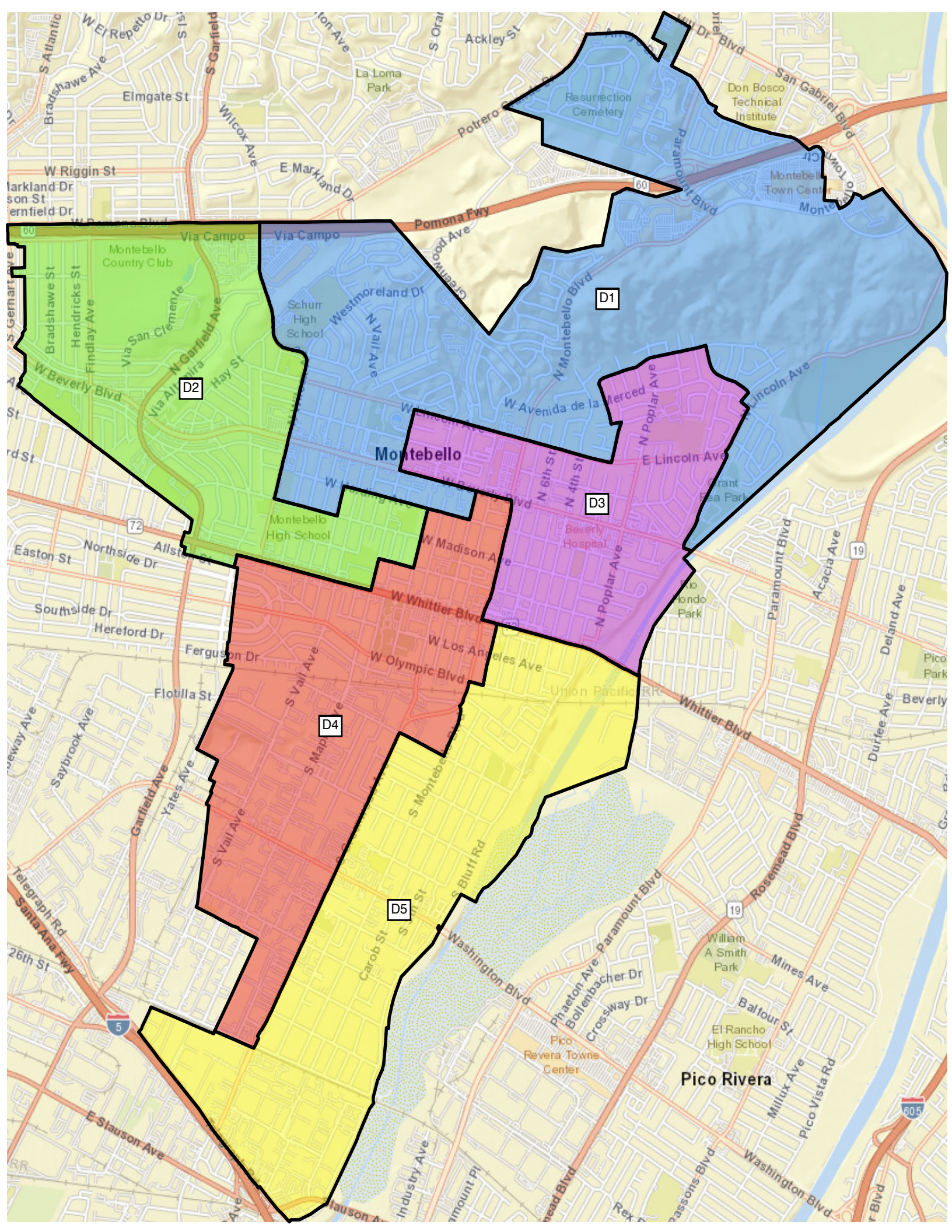
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,898	1,415 10.97%	6,786 52.61%	110 0.85%	4,338 33.63%	249 1.94%
2	12,734	807 6.34%	10,349 81.27%	104 0.82%	1,238 9.72%	236 1.85%
3	11,965	999 8.35%	9,852 82.34%	100 0.84%	867 7.25%	147 1.22%
4	13,103	812 6.20%	11,321 86.40%	52 0.40%	781 5.96%	137 1.04%
5	12,179	440 3.61%	10,869 89.24%	158 1.30%	571 4.69%	141 1.16%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	9,561	1,283 13.42%	4,635 48.48%	45 0.47%	3,474 36.33%	124 1.30%
2	8,107	569 7.02%	6,800 83.88%	12 0.15%	635 7.83%	91 1.12%
3	7,145	754 10.55%	5,663 79.26%	208 2.91%	425 5.95%	95 1.33%
4	7,616	706 9.27%	6,474 85.00%	8 0.11%	362 4.75%	66 0.87%
5	6,542	307 4.69%	5,657 86.47%	74 1.13%	494 7.55%	10 0.16%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 2



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	450
Largest Negative Deviation:	-332
Overall Range in Deviation:	782
Overall Range in Deviation Percentage:	6.22%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,282	12,576	-294	-2.34
2	12,244	12,576	-332	-2.64
3	12,692	12,576	116	0.92
4	12,635	12,576	59	0.47
5	13,026	12,576	450	3.58

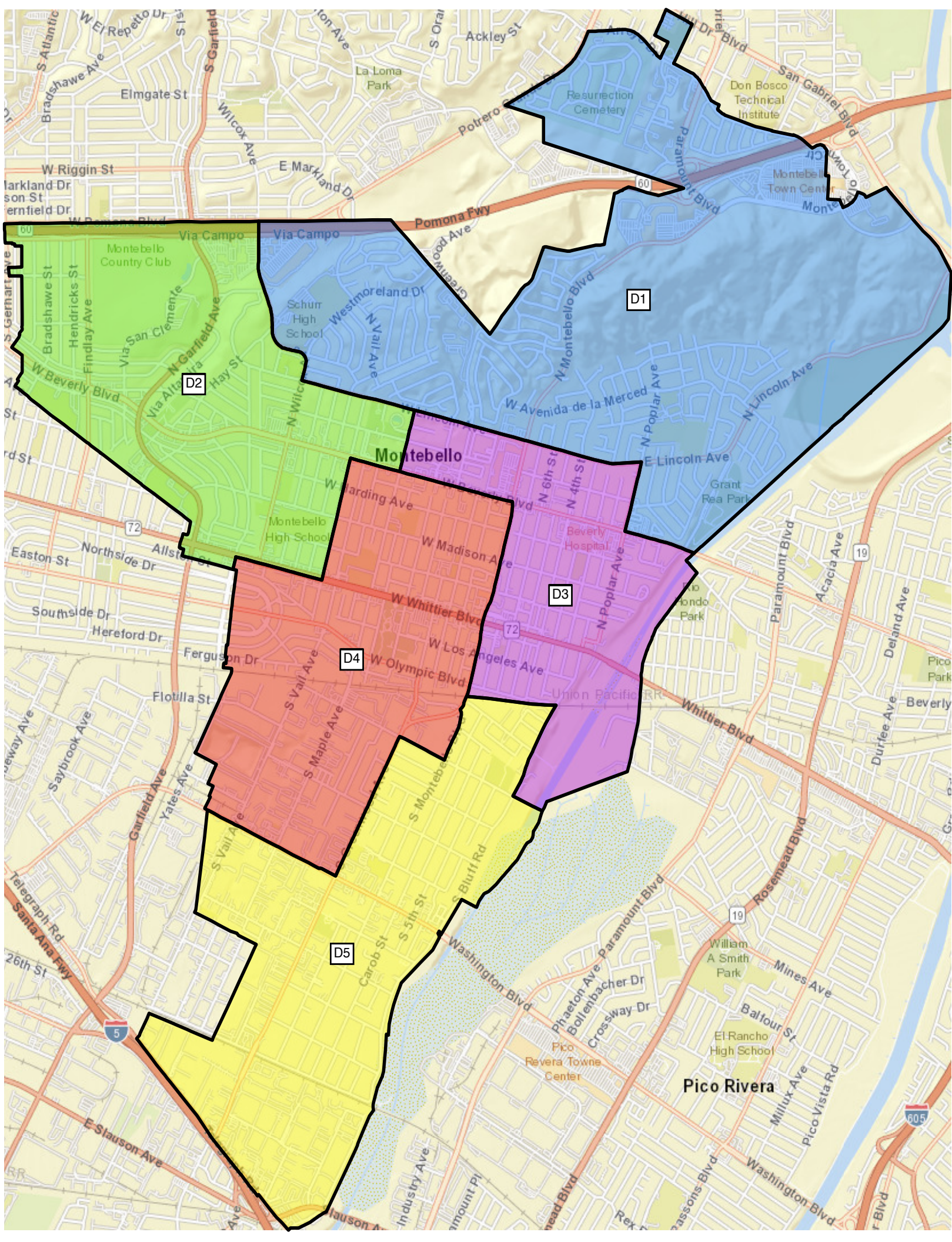
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,282	1,292 10.52%	6,492 52.61%	119 0.97%	4,188 34.10%	191 1.80%
2	12,244	688 5.62%	10,298 84.11%	83 0.68%	977 7.98%	198 1.61%
3	12,692	1,391 10.96%	9,490 74.77%	113 0.89%	1,481 11.67%	217 1.71%
4	12,635	602 4.76%	11,254 89.07%	112 0.89%	526 4.16%	141 1.12%
5	13,026	500 3.84%	11,673 89.61%	97 0.74%	623 4.78%	133 1.03%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	8,404	1,029 12.24%	4,125 49.08%	64 0.76%	3,146 37.43%	40 0.49%
2	7,688	468 6.09%	6,828 88.81%	10 0.13%	338 4.40%	44 0.57%
3	8,675	1,265 14.58%	5,864 67.60%	199 2.29%	1,121 12.92%	226 2.61%
4	7,169	517 7.21%	6,282 87.63%	70 0.98%	239 3.33%	61 0.85%
5	7,035	340 4.83%	6,130 87.14%	4 0.06%	546 7.76%	15 0.21%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 3



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	283
Largest Negative Deviation:	-457
Overall Range in Deviation:	740
Overall Range in Deviation Percentage:	5.88%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,119	12,576	-457	-3.63
2	12,859	12,576	283	2.25
3	12,379	12,576	-197	-1.57
4	12,834	12,576	258	2.05
5	12,688	12,576	112	0.89

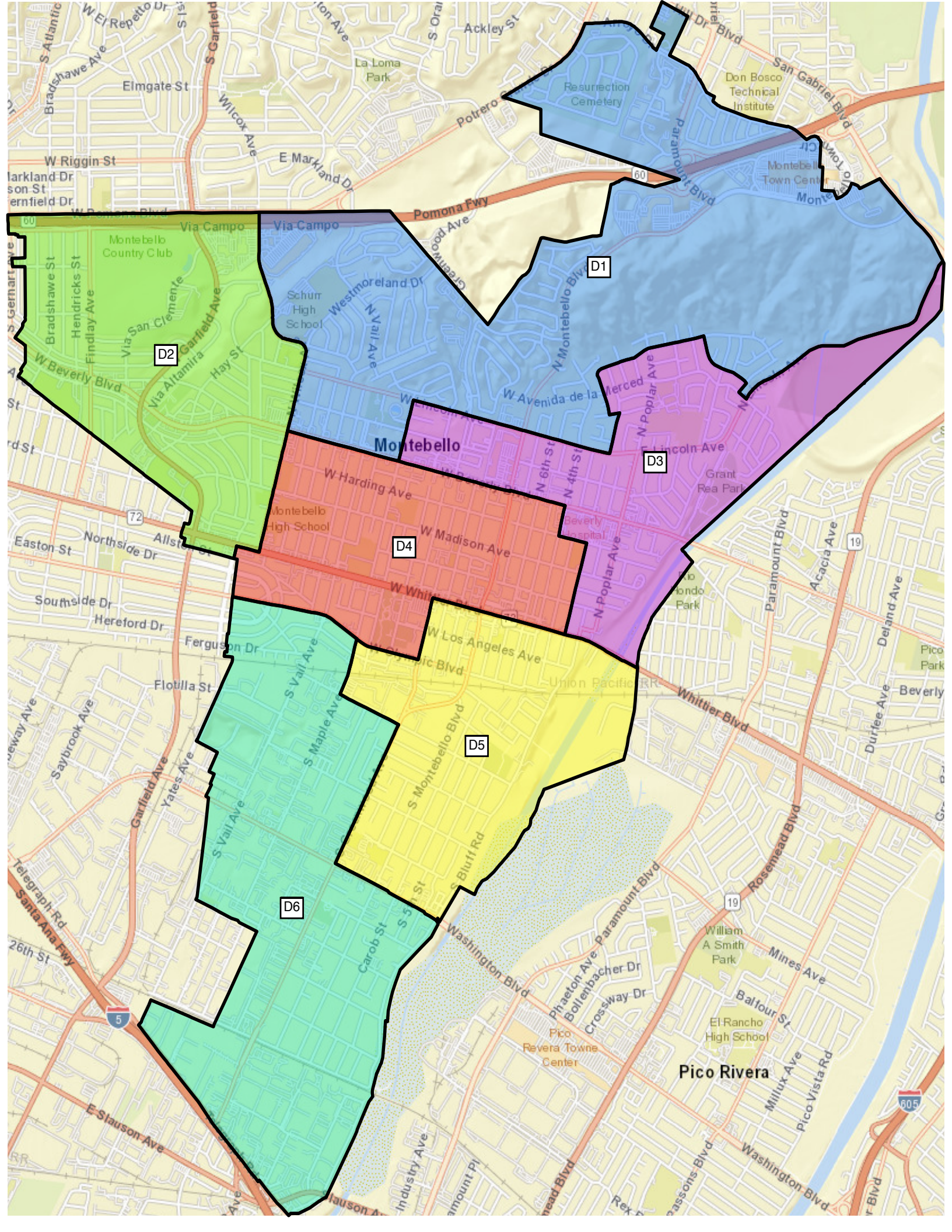
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,119	1,344 11.09%	6,379 52.64%	92 0.76%	4,090 33.75%	214 1.76%
2	12,859	758 5.89%	10,585 82.32%	103 0.80%	1,183 9.20%	230 1.79%
3	12,379	1,107 8.94%	9,808 79.23%	119 0.96%	1,161 9.38%	184 1.49%
4	12,834	803 6.26%	11,067 86.23%	52 0.41%	778 6.06%	134 1.04%
5	12,688	461 3.63%	11,338 89.36%	158 1.25%	583 4.59%	148 1.17%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	8,609	1,034 12.01%	4,359 50.63%	73 0.85%	3,113 36.16%	30 0.35%
2	8,003	595 7.43%	6,820 85.21%	12 0.15%	518 6.47%	58 0.74%
3	8,103	1,015 12.53%	5,797 71.54%	180 2.22%	891 11.00%	220 2.71%
4	7,451	660 8.86%	6,358 85.33%	8 0.11%	357 4.79%	68 0.91%
5	6,805	315 4.63%	5,895 86.63%	74 1.09%	511 7.51%	10 0.14%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 5



TOTAL Population:	62,879
Mean Target Population:	10,480
Largest Positive Deviation:	498
Largest Negative Deviation:	-495
Overall Range in Deviation:	993
Overall Range in Deviation Percentage:	9.48%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	10,214	10,480	-266	-2.54
2	10,514	10,480	34	0.32
3	10,659	10,480	179	1.71
4	9,985	10,480	-495	-4.72
5	10,978	10,480	498	4.75
6	10,529	10,480	49	0.47

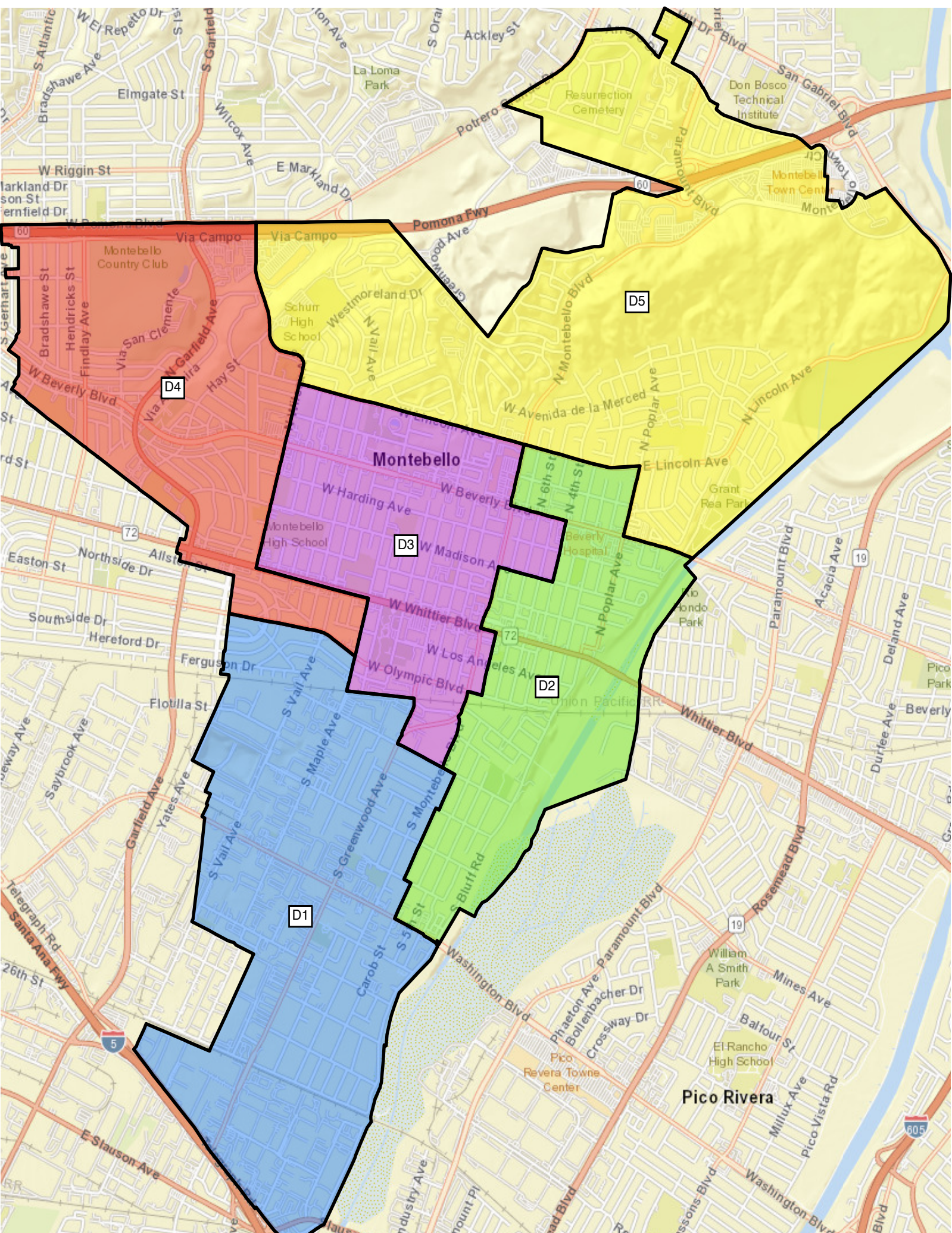
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	10,214	1,038 10.16%	5,116 50.09%	100 0.98%	3,764 36.85%	196 1.92%
2	10,514	547 5.20%	8,794 83.64%	79 0.75%	906 8.62%	188 1.79%
3	10,659	1,218 11.43%	7,780 72.99%	101 0.95%	1,375 12.90%	185 1.73%
4	9,985	923 9.24%	8,165 81.77%	53 0.53%	745 7.46%	99 1.00%
5	10,978	417 3.80%	9,738 88.70%	56 0.51%	660 6.01%	107 0.98%
6	10,529	330 3.13%	9,584 91.02%	135 1.28%	345 3.28%	135 1.29%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	7,151	875 12.24%	3,304 46.20%	43 0.60%	2,894 40.47%	35 0.49%
2	6,722	346 5.15%	6,000 89.26%	10 0.15%	323 4.81%	43 0.63%
3	7,563	1,229 16.25%	5,015 66.31%	135 1.79%	994 13.14%	190 2.51%
4	6,864	693 10.10%	5,513 80.32%	85 1.24%	480 6.99%	93 1.35%
5	5,431	151 2.78%	4,872 89.71%	4 0.07%	394 7.25%	10 0.19%
6	5,240	325 6.20%	4,525 86.35%	70 1.35%	305 5.82%	15 0.28%
Total	38,971	3,619	29,229	347	5,390	386

PUBLIC SUBMISSION MAP 5



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	385
Largest Negative Deviation:	-457
Overall Range in Deviation:	842
Overall Range in Deviation Percentage:	6.70%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,777	12,576	201	1.60
2	12,720	12,576	144	1.15
3	12,961	12,576	385	3.06
4	12,302	12,576	-274	-2.18
5	12,119	12,576	-457	-3.63

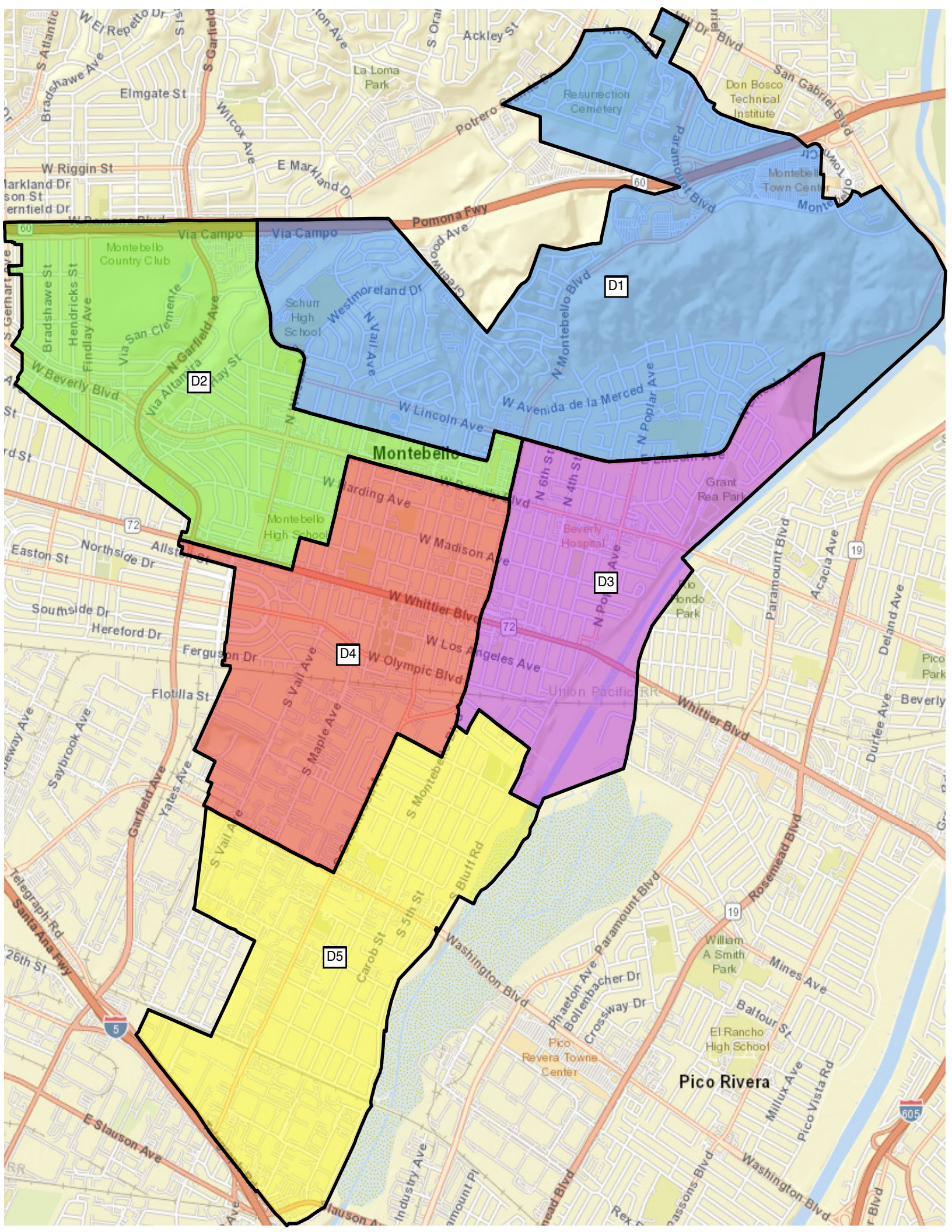
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,777	439 3.44%	11,460 89.69%	146 1.14%	563 4.41%	169 1.32%
2	12,720	848 6.67%	10,864 85.41%	113 0.89%	774 6.08%	121 0.95%
3	12,961	1,182 9.12%	10,058 77.60%	86 0.66%	1,431 11.04%	204 1.58%
4	12,302	660 5.36%	10,416 84.67%	87 0.71%	937 7.62%	202 1.64%
5	12,119	1,344 11.09%	6,379 52.64%	92 0.76%	4,090 33.75%	214 1.76%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	6,216	338 5.44%	5,324 85.65%	70 1.13%	475 7.64%	9 0.14%
2	7,780	750 9.64%	6,345 81.56%	184 2.36%	380 4.88%	121 1.56%
3	8,734	1,126 12.89%	6,321 72.37%	10 0.11%	1,099 12.58%	178 2.05%
4	7,632	371 4.86%	6,880 90.15%	10 0.13%	323 4.23%	48 0.63%
5	8,609	1,034 12.01%	4,359 50.63%	73 0.85%	3,113 36.16%	30 0.35%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 3B



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	527
Largest Negative Deviation:	-611
Overall Range in Deviation:	1,138
Overall Range in Deviation Percentage:	9.05%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,898	12,576	322	2.56
2	12,734	12,576	158	1.26
3	11,965	12,576	-611	-4.86
4	13,103	12,576	527	4.19
5	12,179	12,576	-397	-3.16

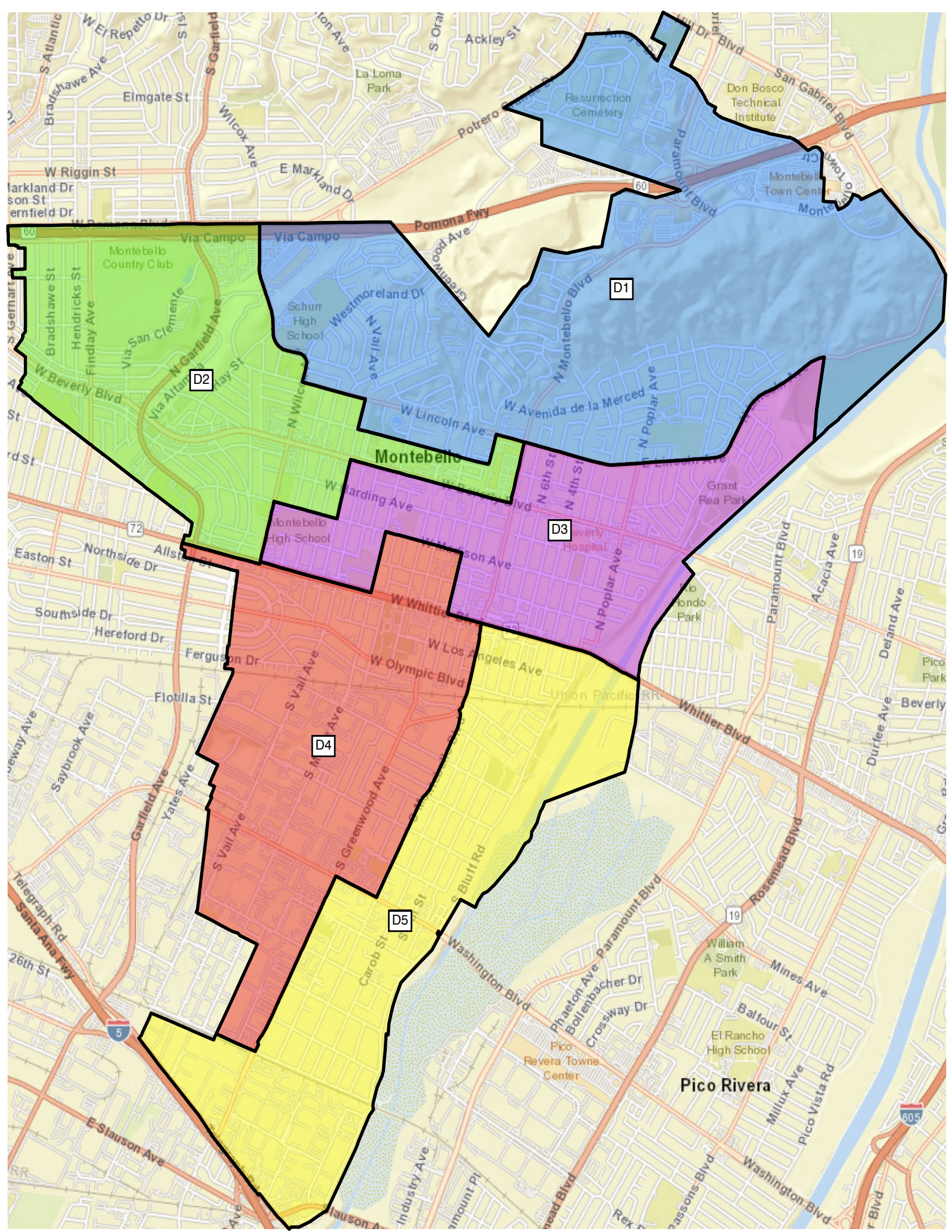
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,898	1,415 10.97%	6,786 52.61%	110 0.85%	4,338 33.63%	249 1.94%
2	12,734	807 6.34%	10,349 81.27%	104 0.82%	1,238 9.72%	236 1.85%
3	11,965	999 8.35%	9,852 82.34%	100 0.84%	867 7.25%	147 1.22%
4	13,103	812 6.20%	11,321 86.40%	52 0.40%	781 5.96%	137 1.04%
5	12,179	440 3.61%	10,869 89.24%	158 1.30%	571 4.69%	141 1.16%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	9,561	1,283 13.42%	4,635 48.48%	45 0.47%	3,474 36.33%	124 1.30%
2	8,107	569 7.02%	6,800 83.88%	12 0.15%	635 7.83%	91 1.12%
3	7,145	754 10.55%	5,663 79.26%	208 2.91%	425 5.95%	95 1.33%
4	7,616	706 9.27%	6,474 85.00%	8 0.11%	362 4.75%	66 0.87%
5	6,542	307 4.69%	5,657 86.47%	74 1.13%	494 7.55%	10 0.16%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 3C



TOTAL Population:	62,879
Mean Target Population:	12,576
Largest Positive Deviation:	520
Largest Negative Deviation:	-585
Overall Range in Deviation:	1,105
Overall Range in Deviation Percentage:	8.79%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	12,338	12,576	-238	-1.89
2	13,096	12,576	520	4.13
3	12,600	12,576	24	0.19
4	12,854	12,576	278	2.21
5	11,991	12,576	-585	-4.65

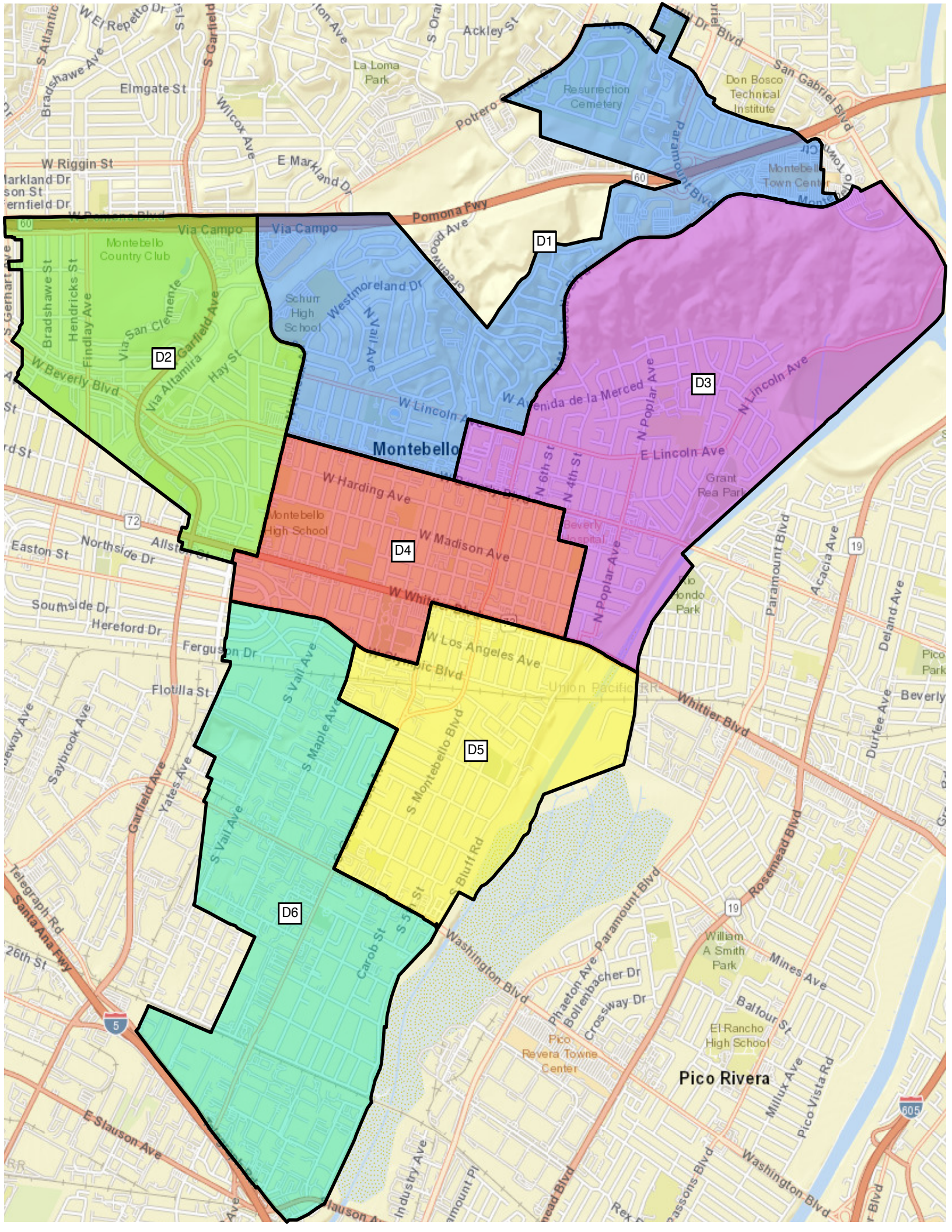
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	12,338	1,378 11.17%	6,392 51.81%	99 0.80%	4,232 34.30%	237 1.92%
2	13,096	831 6.35%	10,567 80.69%	115 0.88%	1,336 10.20%	247 1.88%
3	12,600	1,281 10.17%	9,946 78.94%	103 0.82%	1,118 8.87%	152 1.20%
4	12,854	514 4.00%	11,484 89.34%	116 0.90%	579 4.50%	161 1.26%
5	11,991	469 3.91%	10,788 89.97%	91 0.76%	530 4.42%	113 0.94%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	9,250	1,213 13.11%	4,432 47.91%	45 0.49%	3,436 37.15%	124 1.34%
2	8,331	636 7.63%	6,921 83.07%	12 0.14%	673 8.08%	89 1.08%
3	8,158	1,098 13.46%	6,206 76.07%	216 2.65%	500 6.13%	138 1.69%
4	6,607	337 5.10%	5,854 88.60%	70 1.06%	321 4.86%	25 0.38%
5	6,625	335 5.06%	5,816 87.79%	4 0.06%	460 6.94%	10 0.15%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 5B



TOTAL Population:	62,879
Mean Target Population:	10,480
Largest Positive Deviation:	498
Largest Negative Deviation:	-495
Overall Range in Deviation:	993
Overall Range in Deviation Percentage:	9.48%

District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	10,341	10,480	-139	-1.33
2	10,514	10,480	34	0.32
3	10,532	10,480	52	0.50
4	9,985	10,480	-495	-4.72
5	10,978	10,480	498	4.75
6	10,529	10,480	49	0.47

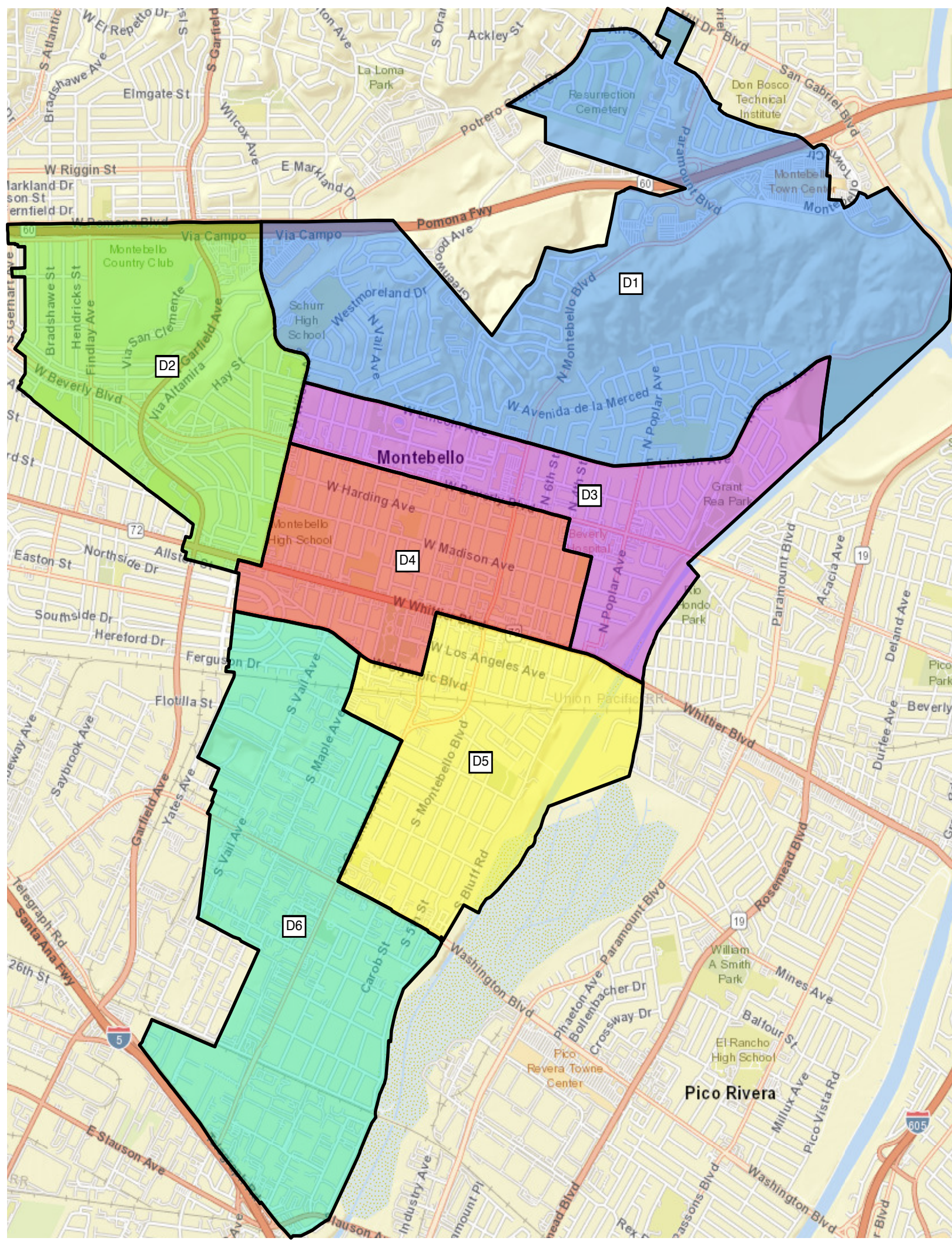
Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	10,341	973 9.41%	5,457 52.77%	106 1.03%	3,604 34.85%	201 1.94%
2	10,514	547 5.20%	8,794 83.64%	79 0.75%	906 8.62%	188 1.79%
3	10,532	1,283 12.18%	7,439 70.63%	95 0.90%	1,535 14.57%	180 1.72%
4	9,985	923 9.24%	8,165 81.77%	53 0.53%	745 7.46%	99 1.00%
5	10,978	417 3.80%	9,738 88.70%	56 0.51%	660 6.01%	107 0.98%
6	10,529	330 3.13%	9,584 91.02%	135 1.28%	345 3.28%	135 1.29%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	7,271	821 11.29%	3,260 44.84%	23 0.32%	3,061 42.10%	106 1.45%
2	6,722	346 5.15%	6,000 89.26%	10 0.15%	323 4.81%	43 0.63%
3	7,443	1,283 17.24%	5,059 67.97%	155 2.08%	827 11.11%	119 1.60%
4	6,864	693 10.10%	5,513 80.32%	85 1.24%	480 6.99%	93 1.35%
5	5,431	151 2.78%	4,872 89.71%	4 0.07%	394 7.25%	10 0.19%
6	5,240	325 6.20%	4,525 86.35%	70 1.35%	305 5.82%	15 0.28%
Total	38,971	3,619	29,229	347	5,390	386

DEMOGRAPHER MAP 5C



TOTAL Population:	62,879
Mean Target Population:	10,480
Largest Positive Deviation:	498
Largest Negative Deviation:	-495
Overall Range in Deviation:	993
Overall Range in Deviation Percentage:	9.48%

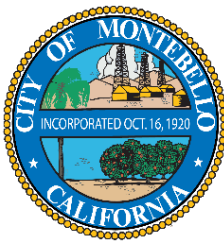
District	TOTAL Population	Target Population	Target Deviation	Target Deviation (%)
1	10,183	10,480	-297	-2.83
2	10,514	10,480	34	0.32
3	10,690	10,480	210	2.00
4	9,985	10,480	-495	-4.72
5	10,978	10,480	498	4.75
6	10,529	10,480	49	0.47

Total Population by Race/Ethnicity

District	Total Population	NH White	Hispanic	NH Black	NH Asian	NH Other
1	10,183	1,150 11.29%	4,951 48.62%	84 0.82%	3,807 37.39%	191 1.88%
2	10,514	547 5.20%	8,794 83.64%	79 0.75%	906 8.62%	188 1.79%
3	10,690	1,106 10.35%	7,945 74.32%	117 1.09%	1,332 12.46%	190 1.78%
4	9,985	923 9.24%	8,165 81.77%	53 0.53%	745 7.46%	99 1.00%
5	10,978	417 3.80%	9,738 88.70%	56 0.51%	660 6.01%	107 0.98%
6	10,529	330 3.13%	9,584 91.02%	135 1.28%	345 3.28%	135 1.29%
Total	62,879	4,473	49,177	524	7,795	910

Citizen Voting Age Population

District	Total CVAP	NH White CVAP	Hispanic CVAP	NH Black CVAP	NH Asian CVAP	NH Other CVAP
1	7,522	944 12.55%	3,541 47.07%	45 0.60%	2,962 39.38%	30 0.40%
2	6,722	346 5.15%	6,000 89.26%	10 0.15%	323 4.81%	43 0.63%
3	7,192	1,160 16.13%	4,778 66.43%	133 1.85%	926 12.88%	195 2.71%
4	6,864	693 10.10%	5,513 80.32%	85 1.24%	480 6.99%	93 1.35%
5	5,431	151 2.78%	4,872 89.71%	4 0.07%	394 7.25%	10 0.19%
6	5,240	325 6.20%	4,525 86.35%	70 1.35%	305 5.82%	15 0.28%
Total	38,971	3,618	29,229	347	5,390	386



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **Adopt Resolution No's. 22-32 and 22-33 adopting a Memorandum of Understanding between the City and the Montebello Firefighters Association (MFA) and the City and the Montebello Supervisors Association (MSA)**

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-33 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Fire Association (MFA); and
- 2) Adopt Resolution No. 22-32 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors Association (MSA).

FISCAL IMPACT

The City of Montebello's employees are represented by ten (10) different employee associations. Each of these employee associations is comprised of specific job classifications, separated by miscellaneous/non-safety groups and safety groups (i.e., Fire and Police). Salaries, benefits, fringe benefits and other related items are detailed in comprehensive, City Council approved Memoranda of Understanding, one for each group. The MOUs for the MFA and MSA groups expired December 31, 2021. As detailed below, management has been engaged in labor negotiations since November 2021 to discuss successor MOUs.

These negotiations have been focused on salaries – based upon the results of the recently completed, comprehensive Classification and Compensation study. This study

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has been requested by every employee association over a number of years. The goal of the study was to review salary and benefits for all Montebello job classifications, compared to an agreed upon “comparator group” of seventeen (17) similar cities. Results from this study were presented to the City Council in summer 2021, and shared with all employee groups in August 2021, including numerous “town hall” meetings held to explain the study and its conclusions.

The Classification and Compensation study indicated that Montebello salaries (i.e., base pay) were behind the market, with the “market” defined as the agreed upon comparator group of similar cities. The study concluded that 83% of positions were more than 5% behind the market. The study found that, on average, Montebello is 21% behind market on the salary ranges of its positions.

Staff presented these findings to the City Council and the various employee associations during the summer of 2021. The intent of this study was to determine a path for labor negotiations. Typically, labor negotiations have been approached with a simple, across the board, “cost of living adjustment” (COLA) proposal format. However, as evidenced by the study data, this COLA approach has led to the City being behind the market in the wages offered – with some positions more than 25% behind the market.

Management intended to take a new approach to labor negotiations, with the intent of bringing salary ranges closer to market. This approach required a new way of thinking – moving individual job classifications at different rates (percentages) versus offering an across the board, one-size-fits-all COLA to all positions in an association. The outcome would bring all job classifications to market rates, in addition to the creation of a comprehensive salary schedule.

The benefit of using the Classification and Compensation study data was to bring fairness and equity to labor negotiations. Management presented this approach to the City Council and received direction to bring all salaries “to market” within three years. With this direction from the City Council, Management began labor negotiation discussions in November 2021. The focus for this round of labor negotiations was on base salaries and establishing – for the first time in the City’s history for all positions – a comprehensive salary schedule with defined ranges and steps.

Management presented this approach to the associations through individual meetings (per the meet and confer process), explaining that the focus of negotiations would be on base salaries, with the knowledge that the study indicated health benefits were also behind market. However, as the City continues to work towards fiscal stability, limited resources require the focus on salaries first, with the intent of reviewing health benefits during the next round of successor MOU discussions.

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Through the numerous negotiation meetings, additional fringe benefits were discussed – besides base salaries – and both sides eventually agreed to adjustments in certain non-base salary fringe benefit items. For example, the three non-safety groups (i.e., MCEA, MMMA, and MMPA) with which the City Council ratified MOUs at the April 27, 2022, meeting will begin receiving fixed dollar compensation for Bachelor and Master Degrees. These groups will also begin receiving “certification pay” for certifications that are not mandated to meet the classification’s minimum job requirement criteria and have an annual or bi-annual renewal process or examination. There is also a change to bilingual pay compensation, which offers up to \$150/month for individuals who can successfully demonstrate the ability to read, write and speak a second language.

These additional benefits will be identical for the MSA group’s MOU, additional monthly compensation for degrees, pay for position enrichment certifications and enhanced bilingual pay. The goal with labor negotiations has been about fairness and equity, as evidenced by all four non-safety groups receiving the same fringe benefit enhancements.

The MFA will see increases in longevity and the addition of State of California and Los Angeles County Emergency Medical Technician (EMT) license or Emergency Medical Technician-Paramedic license pay. Fire Engineers and Fire Captains will qualify for the incentive to maintain their EMT license or their Paramedic license. Additionally the practice of covering gym costs for employees at full cost continues with the clarification that employees are expected to engage in exercise activities once per segment. Moreover, the City and the MFA tentatively agreed to fully reimbursing these employees for annual paramedic recertification at the full current cost.

The tables below provide an overview and summary of the updates to non-salary fringe benefit items for the employee associations indicated (MSA and MFA):

	MSA
Education/Certification Pay	\$200/month = Bachelors; \$400/month = Masters
Certification Pay	\$25/mo per approved certificate or license (Up to 2 certs allowed = \$50/mo)
Bilingual Pay	\$50 - read; \$50 - write; \$50 - speak; possible max \$150/month

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	MFA
Longevity	4% @ 5 years; 7% @ 10 years; 10% @ 15 years; 13% @ 20 years
EMT/Paramedic Certification Pay	3% of base pay = EMT; 8% of base pay = Paramedic
Bilingual Pay	\$50 - read; \$50 - write; \$50 - speak; possible max \$150/month
Paramedic Re-Cert Reimbursement	Full cost of paramedic recertification paid by City

In general, it is difficult to determine the fiscal impact for the new certification pay being offered to the non-safety groups. Also, since the City currently offers bilingual pay to all employees who successfully pass the testing criteria, the impact of the new three-tier approach will be minimal once fully implemented.

The largest dollar impact of the fringe benefit items will be from the improved longevity pay for the MFA employees, as well as the updated EMT/Paramedic certification pay. MFA employees' longevity pay was the following:

- 3% for 10 years
- 4.5% for 15 years
- 6% for 20 years
- 7.5% for 25 years

The improved longevity pay for Firefighters, Fire Engineers and Fire Captains will still be comprised of four tiers, however, the ranges have been lowered to allow longevity to be earned beginning with the fifth year of service (vs. the tenth year). Also, the percent of base pay amounts have been increased, now topping out at 13% vs. 7.5% (see table above). Currently, longevity pay for MFA employees cost approximately \$137,700 per year. The updated proposals would increase this cost to approximately \$327,300 per year, an \$189,600 increase over twelve months.

The change to longevity for the MFA helps with equity as well as retention and recruitment within the City's fire service. Lowering the range to allow longevity pay to begin at 5 years (vs. 10) is intended to attract and retain thereby, reducing the need for constant recruitments as firefighters leave to other agencies for improved pay and benefits.

The largest cost increase of the new MOUs is related to base pay. As noted above, City Council provided direction to bring all classifications to market within three years.

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Through negotiations, the overwhelming majority of classifications will be at market within two years. Given the expiration of the prior MOUs in December, salary adjustments will be retroactive to January 1, 2022, for both MSA and MFA.

Therefore, there will be salary costs in the current fiscal year for six months of salary adjustments. Furthermore, salary adjustments will then occur the first period of each July, beginning in 2022, then 2023 and finally 2024 (with MOUs expiring June 30, 2025).

The table below summarizes the annual cost, broken out by non-safety (i.e., MSA) and safety (i.e., MFA):

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
MSA	\$6,557	\$8,968	\$7,490	\$13,819
MFA	\$62,616	\$113,696	\$89,570	\$89,570
TOTAL	\$69,173	\$122,664	\$97,059	\$103,388

It should be noted that a portion of the costs associated with the MSA group will be charged to various non-General Fund sources, since some employees in the various non-safety groups charge their time to Local Return Fund, CDBG or other special funds. The budget impacts of these salary adjustments will be analyzed for Fiscal Year 2021-22, and if necessary subsequent City Council action to amend the budget will be recommended.

The FY 2022-23 budget will be built utilizing the updated salary ranges, with the estimated increase to base salaries indicated above accounted for in each department. Budget presentations will be made for FY 2022-23 assuming the projected salary cost increases noted above. Subsequent budgets will be developed with the updated salaries.

In addition to the base salary and fringe benefit improvements, the City and the MFA and MSA employee groups tentatively agreed to two (2) additional paid Holidays: Juneteenth (June 19th) and Columbus Day/Indigenous People's Day (2nd Monday in October). The City will also provide true holiday leave, instead of requiring employees to use their own annual leave for a recognized City holiday. As detailed in each respective MOU document, a holiday leave bank will be provided to each employee. This holiday leave bank increases total leave available to employees, and does not negatively impact their earned vacation accrual.

The Classification and Compensation study also identified that employee leave banks were behind the market. As a remedy, the City proposed to eliminate Annual Leave (AL) and freeze it for members to use during service and or to sell hours during service and at separation. The AL is replaced with vacation and sick leave accruals for all employee groups, in an effort to better align with the market.

Management firmly believes the packages negotiated with the employee groups are fair and equitable. Most importantly, the salary increases will bring the City's employees up

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to market pay rates before the end of the MOU term, as directed by the City Council. This is an important accomplishment that helps with recruitment and retention – two important goals in helping Montebello progress and accomplish more.

The City's improved financial standing has allowed for the proposed MOUs to be negotiated and agreed upon. Management feels strongly that the negotiated packages of increased wages and improved fringe benefits are fiscally sustainable, and necessary for Montebello to remain competitive in the public sector labor market.

BACKGROUND

The City of Montebello has ten (10) separate and distinct employee associations. All employees are represented by one of these ten associations – depending upon job classification and whether the position is safety (i.e, Fire or Police) or non-safety. Each employee association has a comprehensive Memorandum of Understanding which governs pay, benefits and other aspects of employment. The most recent set of MOUs expired on December 31, 2021.

Management has been engaged with all employee associations for the past six months in active labor negotiations. In addition, Staff has been meeting with each employee group since the summer of 2021 to discuss the Classification and Compensation study, and its results. The following paragraphs outline the timeline and path taken from the initiation of the Classification and Compensation study through the presentation of successor MOUs.

In April 2020, the City initiated an RFP and identified an approved vendor to perform a Classification and Compensation study. The City selected Public Sector Personnel Consultants (PSPC) to conduct this study. Additionally, in September 2020, the City met with each employee group to discuss the process for conducting the Classification and Compensation study.

The City and employee associations met and conferred on the comparable cities to which the data would be surveyed – the “market” against which Montebello's salary and benefits would eventually be compared. The employee groups had the opportunity to provide input and agreed to the study and all of its components. Moreover, in October 2020, the City met with the various associations to discuss the data that would be examined. Over the years, most employee groups have requested a Classification and Compensation study be conducted as part of each round of negotiations.

In August 2021, the Human Resources Department met with employee groups to present the findings of the study. The Administration and Human Resources Departments began to prepare for negotiations for the period of January 1, 2022, to June 30, 2025. The current Memoranda for all associations expired December 31, 2021.

Adopt Resolution No's. 22-32 and 22-33 adopting a Memorandum of Understanding between the City and the Montebello Firefighters Association and the City and the Montebello Supervisors Association

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In November and December 2021, respectively, the City met with MFA Board President Joel Bonilla and MSA Board President Vanessa Padilla . City Manager René Bobadilla, Assistant City Manager Arlene Salazar, Director of Finance Michael Solorza and the Human Resources Department were in attendance. The City met separately with each employee group and provided a proposal for the successor MOU. The associations were given time to review the proposals and identify questions for clarification and or craft their counter-proposal, with subsequent meetings held as necessary to analyze each proposal and counter-proposal.

The City held multiple labor negotiation meetings and continued the meet and confer process with each employee group over the past six months. During the negotiation meetings, the City provided clarifications for follow up and revised provisions that the groups then took back to their membership for review and ratification. Findings from the Classification and Compensation study were presented, indicating the relative change in pay for each classification, along with describing and explaining the new comprehensive salary schedule. Again, the approach for this round of MOU updates was to bring salary ranges for all classifications to market within three years.

MFA and the City have tentatively agreed to the Comprehensive Memoranda being presented for adoption and the attached draft administrative policies that includes relevant provisions (see also the summary table in “Fiscal Impact” section above):

- Salary increases per the Classification and Compensation study
- Longevity
- EMT/Paramedic Certification Pay
- Bilingual Pay
- Paramedic Re-Certification Reimbursement
- Creation of Vacation, Sick and Holiday leave accruals

At this time, the MFA employee group has tentatively agreed that the Comprehensive Memoranda of Understanding being presented for adoption and the attached draft administrative policies accurately identify those items that were tentatively agreed upon and all current active provisions from preceding MOU between the City and the MFA. These Comprehensive MOU memorialize salary, benefits and related items already included in the MOU currently in effect for these groups.

MSA and the City have tentatively agreed to the Comprehensive MOU being presented for adoption and the attached draft administrative policies that include these provisions:

- Salary increases per the Classification and Compensation study
- Education/Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals

Adopt Resolution No's. 22-32 and 22-33 adopting a Memorandum of Understanding between the City and the Montebello Firefighters Association and the City and the Montebello Supervisors Association

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At this time, the MSA has tentatively agreed that the MOU being presented for adoption and the attached draft administrative policies accurately identify those items that were tentatively agreed upon and all current active provisions from preceding MOU between the City and the MSA. The various Comprehensive MOU memorialize salary, benefits and related items already included in the comprehensive MOU currently in effect for these groups.

The effective dates and term of the proposed updated MOUs are January 1, 2022, through June 30, 2025. The remaining groups that the City continues to meet and confer with are Police Management Association (MPMA), Montebello Police Officers' Association (MPOA), and Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD).

SUMMARY

The City Council have approved MOUs that detail the salary, benefits and related matters of employment for the classifications represented by each group within the City. These MOUs expired December 31, 2021. Management has been engaged in active labor negotiations through the meet and confer process since November 2021. The basis for negotiations has been the results of the Classification and Compensation study completed in the summer of 2021.

Prior to the study being completed, in September 2020, the City met and conferred with MFA and MSA to initiate the Classification and Compensation study. The City successfully engaged in Labor Negotiations, from November 2021 through April 2022, to reach tentative agreements with MFA and MSA for new contracts with terms of January 1, 2022, to June 30, 2025.

The single largest cost item of the new, proposed MOUs is the increase to base salaries. The City Council previously provided direction to Management to bring all salaries to market rate within three years. The proposed, updated MOUs accomplish this City Council direction, utilizing data from seventeen (17) public agencies to establish the "market" against which Montebello salary ranges were compared.

In addition to updating salary ranges, other fringe benefit items (monetary and non-monetary) were improved and updated as part of the labor negotiation process:

- Longevity
- EMT/Paramedic Certification Pay
- Bilingual Pay
- Paramedic Re-Certification Reimbursement
- Creation of Vacation, Sick and Holiday leave accruals
- Education/Certification Incentive Pay

Adopt Resolution No's. 22-32 and 22-33 adopting a Memorandum of Understanding between the City and the Montebello Firefighters Association and the City and the Montebello Supervisors Association

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Implementation of these Memoranda will begin to align the City of Montebello with current market rates to allow the City to better retain and attract employees. The City worked diligently to update the MOU provisions to align with the new points of agreement and made a concerted effort to remove any language in the MOUs that was unclear or antiquated. Implementation of the structured salary schedule will also allow for transparency and ease of administration of employee salary increases, and will be the first time in Montebello's history that a comprehensive salary schedule exists for all classifications.

It is being requested that the City Council approve a Resolution to adopt successor MOUs between the City and the MFA and MSA employee groups to cover the period from January 1, 2022, to June 30, 2025.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-33 Of The City Council Of The City Of Montebello Approving The Comprehensive Memorandum Of Understanding Between The City Of Montebello And The Montebello Firefighters Association For The Period Of January 1, 2022, Through June 30, 2025
- B. Attachment B -- Comprehensive Memorandum Of Understanding Between City Of Montebello And Montebello Firefighters Association
- C. Attachment C – Resolution No. 22-32 Of The City Council Of The City Of Montebello Approving The Comprehensive Memorandum Of Understanding Between The City Of Montebello And The Montebello Supervisors Association For The Period Of January 1, 2022, Through June 30, 2025
- D. Attachment D – Comprehensive Memorandum Of Understanding Between City Of Montebello And Montebello Supervisors Association
- E. Attachment E – Structured Salary Schedule

ATTACHMENT A

RESOLUTION NO. 22-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO FIREFIGHTERS ASSOCIATION (MFA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2025

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MFA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT B).

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

SECTION 1: The MOU between the City of Montebello and the MFA dated January 1, 2022 through June 30, 2025 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of May 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-33

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-33 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO FIREFIGHTERS' ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2025

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THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Firefighters' Association (MFA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-68 adopted by the City Council on July 28, 2021, except as otherwise modified herein, existing wages, hours and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered: 3 ½ (three and one-half) years. From 1/1/2022 to 6/30/2025.

SECTION B RECOGNITION

The **Montebello Firefighters' Association (MFA)** is the exclusive representative of the employees within the classifications of Fire Captain, Fire Engineer, and Firefighter for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of certain existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "**Meet and Confer**" sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II - COMPENSATION

SECTION A SALARY PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range (number) as follows, effective on the dates noted below.

Members covered under this MOU will be placed at the appropriate Step, within the new salary range as noted in the tables below that is closest to their current rate of pay at the time of City Council approval of this MOU, without being less than their current rate of pay.

Effective January 01, 2022:

Position	New Range Number	New Annual Salary Range
Firefighter	34	\$75,175 - \$93,883
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* See salary matrix attached

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period of July 2022:

Position	New Range Number	New Annual Salary Range
Firefighter	35	\$77,054 - \$96,230
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* See salary matrix attached

Effective the first full pay period of July 2023:

Position	New Range Number	New Annual Salary Range
Firefighter	35	\$77,054 - \$96,230
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* See salary matrix attached.

- No employee will have their rate of pay decreased upon implementation of the new salary ranges.
- Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager within the adopted salary range.

2. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period of July 2024, unit employees in all classifications shall receive a two percent (2.0%) salary adjustment.

Effective the first full pay period of July 2024:

Position	Range Number	Salary Range with 2% COLA
Firefighter	35	\$78,595 - \$98,154
Fire Engineer	40	\$88,923 - \$111,053
Fire Captain	46	\$103,123 - \$128,787

* See salary range scale attached.

SECTION B MOVE-UP PAY

An employee assigned to and acting in a classification higher than the employee's regularly assigned classification shall receive a premium pay of ten percent (10%) for the hours assigned to that higher classification. The premium pay will be calculated on the base rate of pay.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

SECTION C PARAMEDIC BONUS - FIREFIGHTER

Paramedic Bonus is fifteen percent (15%) above firefighter pay upon accreditation by the Los Angeles Department of Health Services. Upon promotion to the position of Fire Engineer, a Firefighter who is receiving a paramedic bonus will be appointed at the salary step in the Fire Engineer range which is one step below the step held in the Firefighter range. To ensure no loss in pay, the difference between the salary step in the Engineer's range and his/her previous Firefighter base pay plus paramedic bonus will continue to be provided as a bonus until a salary step increase is granted, i.e. at least eighteen (18) months.

SECTION D PARAMEDIC RECERTIFICATION PROGRAM

Effective January 1, 2022, the City agrees to reimburse the MFA members the current cost of recertification fees for the California State Paramedic license. Paramedic recertification bonus to be paid every two years upon successful completion of the recertification process.

SECTION E UNIFORM/EQUIPMENT ALLOWANCE

The City agrees to provide a total uniform/equipment allowance to unit members of seven hundred fifty dollars (\$750) annually. Paid during the second (2nd) pay period in August each year.

SECTION F BEREAVEMENT

The City ensures that bereavement leave is counted as hours worked for purposes of calculating overtime.

SECTION G CERTIFICATE PAY IN RANK

Effective January 1, 2022, Fire Engineers and Fire Captains who possess and maintain their California / Los Angeles County Department of Health Services certifications shall be eligible to receive the following non-stackable incentives:

<u>Certificate/License</u>	<u>Incentive</u>
EMT	3% of base rate
or	
Paramedic	8% of base rate

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by Government Code, which define the employee contribution/cost sharing as follows:

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not “new members” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), Gov. Code § § 7533, et seq. These employees are also referred to as “Classic CalPERS Members.”

The current retirement formula is 3% at 50.

2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who are defined by the Public Employees’ Pension Reform Act (PEPRA) as “new members”

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CONTRIBUTIONS TO CALPERS

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the 9% employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of (12%).

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is 12.25%, with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation process. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV- POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

Full-time unit members hired prior to April 22, 2019:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MFA for the 2008 Re-Opener negotiations, to all full-time unit members hired prior to the date this Tentative Agreement is adopted by the City Council. The terms and eligibility requirements remain as follows:

- a. The Retiree Health Benefit will be paid to eligible members throughout the employee’s lifetime or until the employee qualifies for Medicare under the federal Social Security Act.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

- b. The Retiree Health Benefit will not apply to the employee's survivors.
- c. To be eligible, the unit member:
 - i. Must currently be employed as an active full-time safety unit member of MFA;
 - ii. Must be at least 50 years of age (no minimum age requirement for disability retirement)
 - iii. Must retire directly from the City of Montebello;
 - iv. Must have at least 15 full-time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City), or at least 10 full years of active City service at the time of disability retirement.
- d. The monthly retiree benefit will be determined by the number of full years of City service multiplied by \$25.00. The maximum benefit allowable will be calculated at 25 years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

Examples of calculations are as follows: 15 years of City service multiplied by \$25.00 = \$375 per month; 25 years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.
- e. The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.
- f. The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.
- g. The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

Full-time unit members hired after April 22, 2019:

All full-time unit members hired after April 22, 2019 shall only, commencing the month following one full month of retirement, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to establish a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification of Medicare. The trust account will consist of a contribution of one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. The Retiree Health Benefit will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employees' survivors. The one percent (1%) salary contribution will be counted toward compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the Fire Association.

SECTION C LEVEL 3 SURVIVOR BENEFIT

The City agrees to pay the cost of the CalPERS Level 3 Survivor benefit.

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A GYM MEMBERSHIP

The City agrees to provide access to a gym facility at no cost to MFA members. It shall be mandatory for all MFA members to attend the provided gym facility at least once during each segment for a minimum of one hour and engage in exercise activities unless there are mitigating or unforeseen circumstances that prevent such attendance. MFA members are required to submit a gym usage report on a quarterly basis to the Fire Chief.

SECTION B CONFERENCE ATTENDANCE

The City shall provide the Association a total of no more than fifty (50) paid leave hours per fiscal year and with a cost not to exceed seven thousand dollars (\$7,000) per fiscal year for identified Association members to attend any of the conferences identified below. The seven thousand dollars (\$7,000) includes the cost of backfilling for any conference attendee without regard to classification.

Any attendance at a conference pursuant to this provision must be requested at least 30 days in advance and approved by the Fire Chief. The City retains the right to deny approval for a member to attend a conference if it is in the best interest of the City and/or Fire Department, including the need to address staffing and scheduling issues. The Parties agree that an Association member's attendance at a conference pursuant to this provision is strictly for the benefit of the member and the Association, and is not for the benefit of the City.

Any paid leave hours to attend a conference under this provision shall not be subject to the payment of overtime compensation, nor shall such leave time contribute towards hours worked for purposes of the calculation of overtime.

Eligible conferences: International Affiliate Leadership Training, California Professional Firefighters Leadership Training, Biennial convention, District Meetings, Legislative

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

Conference, California State Firefighter Association Annual Conference, and County Federation Monthly meeting.

SECTION C MINIMUM OPERATING STATIONS, APPARATUS AND RELATED STAFFING

Article 1, Minimum Manning, in the 2008-2009 MOU between parties is hereby eliminated. There shall be no contractual or other obligation by the City to staff or operate any particular number of fire stations and/or to operate any number of apparatus in any fire station. Additionally, there shall be no contractual or other obligation providing for a minimum number of employees/staff being assigned to staff fire stations and/or apparatus within an operating station. Thus, there shall be no contractual or other obligation regarding what is commonly referred to as “minimum staffing” or “minimum manning”.

SECTION D PROMOTIONAL EXAMS

The City agrees to give ninety (90) days prior notice to the Montebello Firefighters' Association before conducting promotional exams for Fire Safety positions.

SECTION E 48/96 WORK SCHEDULE

The City agrees to maintain the current 48/96 work schedule.

SECTION F ASSOCIATION MEETINGS

City agrees to allow Association Board Members to conduct their business meetings as long as there is no interruption to Department operations. The Fire Chief as the authority to “fill behind” the Association President when necessary. Both the City and the Association will comply with Administrative Policy V-B-6, which outlines the Employer-Employee Relations Rules.

SECTION G RECALL

The minimum number of hours for recall time is four (4) hours.

SECTION H OSHA REGULATIONS

City recognizes Federal and State OSHA regulations regarding the “two-in, two-out” rule and the City is working toward compliance.

SECTION I DAILY FOOD SUPPLIES

The amount allocated for food supplies is six dollars (\$6.00) per day per person for meal supplies. This food allowance is paid to the Department twice annually for the months January –June and July - December.

SECTION J UNIT WORK SCHEDULES

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.

- a. 48 On/96 Off Work Schedule
- b. 4/10 Work Schedule

2. Work Schedule Changes

Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION K MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with Firefighters Bill of Rights (FBOR) and general employment law; to make and enforce.

SECTION L AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION M SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VI – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one full pay-period after the adoption of this MOU annual leave banks will be frozen and accruals will cease. All MFA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

During the initial Annual leave cash out an employee must make an irrevocable election on or before December 31st to be paid out during the first full pay period in January 2023. The optional election to cash out up to one hundred twenty (120) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 5 yrs (0 – 60 months)	5.54	144 hours	372 hours
5 – 10 yrs (61 – 120 months)	7.85	204 hours	372 hours
10-15 yrs (121 – 180 months)	8.31	216 hours	372hours
16 yrs (181 – 192 months)	8.77	228 hours	372 hours
17 yrs (193 – 204 months)	9.23	240 hours	372 hours
18 yrs (205 – 216 months)	9.69	252 hours	372 hours
19 yrs (217 months & thereafter)	10.15	264 hours	372 hours

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- *An employee shall not be eligible to take annual vacation leave during the same year it is earned (CSR&R Rule XII, Section 214,i)*
 - *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
5.54	144	2080

2. Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for disapproved vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour

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prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

Sick leave hours used per 14 day pay period cycle will not be counted as time worked toward the calculation of overtime. When Sick leave hours are used, overtime hours will be paid at the rate of 1.0 until the amount of sick leave hours (one for one) used has been met, at which time any additional hours in the 14 day period cycle will be paid at the rate of 1.5.

For Example: A member uses 12 hours of sick leave and works 14 hours of overtime in the 14 day pay period cycle. 12 hours will be paid at the rate of 1.0, and the additional 2 hours will be paid at the rate of 1.5.

Sick leave hours over the soft accrual cap of two thousand eighty (2080) will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.

After sick leave has been exhausted, employee may use earned vacation

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

Upon separation of employment, the City will contribute one hundred percent (100%) of a unit employee's unused Sick Leave balance to a 401(a) plan at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS in a calendar year the City will pay out the remaining balance to the employee at their current base rate of pay.

AND

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit. Upon amendment, employees would have the option to convert any Sick Leave hours not contributed to the 401 (a) plan to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
156 (56-hour work week members/ 13 hours per holiday)	Automatic cash out second (2 nd) pay period in January of each calendar year
120 (40-hour work week members/ 10 hours per holiday)	

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January

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3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee based on the employee's work scheduled hours for each full holiday, which occur during the calendar year.

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employee's whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay plus all incentives.

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays (4/10 workweek members)

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on a Friday, Saturday or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.
- Holiday hours will be considered hours worked when computing overtime.
- In order to receive holiday pay an employee shall work or have approved leave time off on their last scheduled shift immediately preceding the holiday, and their first scheduled shift immediately after the holiday.

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If the member is off on their last scheduled shift immediately preceding the holiday, or their first scheduled shift immediately after the holiday, and it is an unapproved leave request, the member will not be eligible for holiday

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by MFA members is two hundred forty (240) hours.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **three and one-half years (3 ½). From 1/1/2022 To 6/30/2025.**

Joel Bonilla

Date

Montebello Firefighters' Association President

René Bobadilla

Date

City Manager



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022)



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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide “Bereavement Leave” to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. “*Immediate family member*” shall mean the employee’s parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including “Step” family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.



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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with five (5) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains five (5) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

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C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

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B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's



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remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

- A.** Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

- B.** A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

- C.** A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

- D.** A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



APPENDIX C

City of Montebello, California Policy & Procedures Manual

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)



**City of Montebello, California
Policy & Procedures Manual**

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

APPENDIX D



City of Montebello, California Policy & Procedures Manual

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

APPENDIX D



City of Montebello, California Policy & Procedures Manual

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

APPENDIX E



City of Montebello, California Policy & Procedures Manual

- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



APPENDIX E

City of Montebello, California Policy & Procedures Manual

- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

APPENDIX E



City of Montebello, California Policy & Procedures Manual

(Revised: 03/21/95; 07/28/21)



City of Montebello, California Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$250/month
B.A./B.S. or Advanced POST	\$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$150/month
Management Certificate	\$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.



City of Montebello, California Policy & Procedures Manual

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

<u>DEGREE OR CERTIFICATE</u>	<u>INCREASE FROM</u>	<u>INCREASE TO</u>
A.A. or Intermediate POST	\$150/month	\$250/month
B.A./B.S. or Advanced POST	\$300/month	\$400/month

Supervisory \$150/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

MONTEBELLO MID-MANAGEMENT ASSOCIATION

MONTEBELLO SUPERVISORS' ASSOCIATION

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree \$200.00 per month

APPENDIX F



City of Montebello, California Policy & Procedures Manual

Master's or Doctoral Degree

\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 04/27/2022)

ATTACHMENT C

RESOLUTION NO. 22-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO SUPERVISORS ASSOCIATION (MSA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2025

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MSA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT D).

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

SECTION 1: The MOU between the City of Montebello and the MSA dated January 1, 2022 through June 30, 2025 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of May 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-32

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-32 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO SUPERVISORS' ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2025

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THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Supervisors' Association (MSA)**, and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-32 adopted by the City Council on July 28, 2021. Except as otherwise modified herein, existing wages, hours and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. Three and one-half (3 ½) years. From 1/1/2022 To 6/30/2025.

SECTION B RECOGNITION

The **Montebello Supervisors' Association (MSA)**, is the exclusive representative of the employees in the general bargaining unit currently of the classifications listed in EXHIBIT A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "***Meet and Confer***" sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendixes to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.516 Jury Duty Compensation
- g. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY RANGE INCREASES

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range (number) as follows:

Members covered under this MOU will be placed at the appropriate Step, within the new salary range, as noted in the tables below, that is closest to their current rate of pay at the time of City Council approval of this MOU without being less than their current rate of pay.

Effective January 01, 2022:

Position Title	New Range Number	New Annual Salary Range
Management Analyst	26	\$61,699 - \$77,054
Senior Building Inspector	28	\$64,823 - \$80,955

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	29	\$66,443 - \$82,979
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
Informations Systems Supervisor	39	\$85,053 - \$106,220
Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

Effective the first full pay period of July 2022:

Position Title	New Range Number	New Annual Salary Range
Management Analyst	28	\$64,823 - \$80,955
Senior Building Inspector	31	\$69,807 - \$87,179
Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	30	\$68,104 - \$85,053
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
Informations Systems Supervisor	39	\$85,053 - \$106,220
Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

Effective the first full pay period of July 2023:

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Position Title	New Range Number	New Annual Salary Range
Management Analyst	30	\$68,104 - \$85,053
Senior Building Inspector	34	\$75,175 - \$93,883
Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	30	\$68,104 - \$85,053
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
Informations Systems Supervisor	39	\$85,053 - \$106,220
Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

- No employee will have their rate of pay decreased upon implementation of the new salary ranges.
- Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee's salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager, within the adopted salary range.

2. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period of July 2024, unit employees in all classifications shall receive a two percent (2.0%) salary adjustment.

Effective the first full pay period of July 2024:

Position Title	Range Number	Salary Range with 2% COLA
Management Analyst	30	\$69,467 - \$86,754
Senior Building Inspector	34	\$76,678 - \$95,760
Recreation Supervisor	29	\$67,772 - \$84,638
Park Maintenance Supervisor	30	\$69,467 - \$86,754

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Accounting Supervisor	30	\$69,467 - \$86,754
Revenue Supervisor	30	\$69,467 - \$86,754
Building Maintenance Supervisor	30	\$69,467 - \$86,754
Police Records Supervisor	31	\$71,203 - \$88,923
Dispatch Supervisor	32	\$72,983 - \$91,146
Street Maintenance Supervisor	32	\$72,983 - \$91,146
Crime Prevention Supervisor	34	\$76,678 - \$95,760
Senior Economic Development Coordinator	34	\$76,678 - \$95,760
Planner	35	\$78,595 - \$98,154
Grants & Project Administrator	36	\$80,560 - \$100,608
Senior Management Analyst	36	\$80,560 - \$100,608
Senior Fire Inspector	38	\$84,638 - \$105,702
Public Safety Radio Supervisor	39	\$86,754 - \$108,344
Informations Systems Supervisor	39	\$86,754 - \$108,344
Associate Engineer	40	\$88,923 - \$111,053
Senior Planner	41	\$91,146 - \$113,829
Principal Engineer	52	\$119,592 - \$149,354

* See salary range scale attached.

SECTION B CERTIFICATION PAY

Full-time unit employees who possess and maintain additional certificates/licenses shall be eligible to receive twenty five dollars (\$25.00) monthly per certificate, for up to a maximum of two (2) certificates/licenses or fifty dollars (\$50.00) monthly. In no case, shall any affected unit member simultaneously receive compensation for more than two (2) certificates. Employees will not be permitted to stack more than two (2) certificates/licenses.

The Unit Member shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources and IT.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The unit member's department will submit a personnel action form to Human Resources for the incentive pay to be added to the member's salary.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

SECTION C ADMINISTRATIVE LEAVE PAY OUT

During the first pay period in January, upon posting of administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay.

ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one full pay-period after the adoption of this MOU annual leave banks will be frozen and accruals will cease. All full-time MSA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

During the initial Annual leave cash out an employee must make an irrevocable election on or before December 31st to be paid out during the first full pay period in January 2023. The optional election to cash out up to one hundred twenty (120) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
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THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. **Cash Out of Vacation Leave:** Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member's current base rate of pay.

- All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- *An employee shall not be eligible to take annual vacation leave during the same year it is earned (CSR&R Rule XII, Section 214,i)*
 - *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE ACCRUAL

1. **Accrual and Cap:** Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

2. Sick leave may be utilized for:

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

No sick leave shall be granted prior to ninety (90) days of employment.

Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230 (c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for disapproved vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTION 1:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Upon amendment, employees would have the option to convert *ALL* unused sick leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x# of regular shift hours	Automatic cash out the second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employees current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employee's whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on a Friday, Saturday or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

** Holiday hours will not be considered hours worked when computing overtime.

** In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E ADMINISTRATIVE LEAVE

MSA members, will receive forty (40) hours of Administrative Leave Pay per calendar year, posted during the first pay period each January.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define the employee contribution/cost sharing as follows:

- 1. Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as "Classic CalPERS Members".
 - a. CalPERS retirement formula is 2.7% @ 55
- 2. Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"
 - a. CalPERS retirement formula is 2.0% @ 62

SECTION B EMPLOYEE CALPERS CONTRIBUTION

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is seven percent (7%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE V – POST RETIREMENT BENEFIT PROVISIONS

SECTION A 401 (a) and (h) RETIREMENT BENEFIT

All recognized full time members will be enrolled in the established City of Montebello 401(a) and (h) retirement plan upon achieving their one year anniversary of employment with the City. Vesting in the 401 (a) and (h) plan will occur at the members five (5) year anniversary of recognized full time employment with the city.

The monthly accrual rates for all qualified members will be determined by years of service with the City of Montebello and based upon the following schedule:

Years of City of Montebello Service	Monthly Contribution Amount
1 year to 12 years	\$10
12 years to 16 years	\$50
16 years to 20 years	\$75
20 years to 24 years	\$100
24 years +	\$125

Years of service with the City of Montebello will include all years of service as a recognized full time employee, even if there has been a break in service to the City, with the exception that any employee who retired between November 1, 1999 and January 2, 2002, who returned to work for the City of Montebello returned as a new employee for the purposes of 401 (h) benefits.

*Monthly contributions occur the 1st of each month.

*There are no partial credits of monthly contributions for members separating from City service before the last day of the month of retirement.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.

4/10 Work Schedule
9/80 Work Schedule
5/40 Work Schedule
3/12 & 8 Work Schedule

2. Work Schedule Changes: Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.
- 3.

SECTION B MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION C AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION D SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for three and one-half (3 ½) years. **From 1/1/2022 To 6/30/2025.**

Vanessa Padilla-Nava **Date**
Montebello Supervisors' Association President

René Bobadilla **Date**
City Manager



EXHIBIT A

The Montebello Supervisors' Association

REPRESENTED CLASSIFICATIONS

Accounting Supervisor

Associate Engineer

Building Maintenance Supervisor

Crime Prevention Supervisor

Dispatch Supervisor

Grants & Project Administrator

Informations Systems Supervisor

Management Analyst

Park Maintenance Supervisor

Planner

Police Records Supervisor

Principal Engineer

Public Safety Radio Supervisor

Recreation Supervisor

Revenue Supervisor

Senior Building Inspector

Senior Economic Development Coordinator

Senior Fire Inspector

Senior Management Analyst

Senior Planner

Street Maintenance Supervisor



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A. Employees must submit in writing a request to test for Bilingual Pay.
- B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. **Testing:**
 - 1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's



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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. *Compensation:* Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022)



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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide “Bereavement Leave” to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. “*Immediate family member*” shall mean the employee’s parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including “Step” family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.



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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)



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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).



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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after **June 26, 2019**, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.



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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit as of October 1, 2019, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with ten (10) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

B. Beginning with the first pay period after completion of ten (10) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 15th year of full-time City firefighter unit member service, the unit member shall receive 3% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

C. Beginning with the first pay period after completion of fifteen (15) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 20th year of full-time City firefighter unit member service, the unit member shall receive 4½% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.



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D. Beginning with the first pay period after completion of twenty (20) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 25th year of full-time City firefighter unit member service, the unit member shall receive 6% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

E. Beginning with the first pay period after completion of twenty-five (25) years aggregate active service as a full-time City firefighter unit member and continuing for the unit member's remaining years of full-time City firefighter unit member service, the unit member shall receive 7.5% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department

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member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).



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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)



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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 - 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 - 2. The City's total compensation package shall comply with all applicable state and federal laws.
 - 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:



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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee's expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Revised: 03/21/95; 07/28/21)



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2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

- A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.
- B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.
- C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"



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status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

- D.** Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.
- E.** Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; 07/28/21)



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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$250/month
B.A./B.S. or Advanced POST	\$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$150/month
Management Certificate	\$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

<u>DEGREE OR CERTIFICATE</u>	<u>INCREASE FROM</u>	<u>INCREASE TO</u>
A.A. or Intermediate POST	\$150/month	\$250/month
B.A./B.S. or Advanced POST	\$300/month	\$400/month

Supervisory \$150/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

MONTEBELLO MID-MANAGEMENT ASSOCIATION

MONTEBELLO SUPERVISORS' ASSOCIATION

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree \$200.00 per month

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Master's or Doctoral Degree

\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 04/27/2022)

City of Montebello 2022 Proposed Salary Matrix

Salary Range											Salary Range
Salary Range	Step 1	Step 2	Step 3	Step 4	step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
1	\$33,280	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	1
2	\$34,112	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	2
3	\$34,965	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	3
4	\$35,839	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	4
5	\$36,735	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	5
6	\$37,653	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	6
7	\$38,595	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	7
8	\$39,559	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	8
9	\$40,548	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	9
10	\$41,562	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	10
11	\$42,601	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	11
12	\$43,666	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	12
13	\$44,758	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	13
14	\$45,877	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	14
15	\$47,024	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	15
16	\$48,199	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	16
17	\$49,404	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	17
18	\$50,639	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	18
19	\$51,905	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	19
20	\$53,203	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	20
21	\$54,533	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	21
22	\$55,896	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	22
23	\$57,294	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	23
24	\$58,726	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	24
25	\$60,194	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	25
26	\$61,699	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	26
27	\$63,242	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	27
28	\$64,823	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	28
29	\$66,443	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	29
30	\$68,104	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	30
31	\$69,807	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	31
32	\$71,552	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	32
33	\$73,341	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	33
34	\$75,175	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	34
35	\$77,054	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	35
36	\$78,980	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	36
37	\$80,955	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	37
38	\$82,979	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	38
39	\$85,053	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	39
40	\$87,179	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	40
41	\$89,359	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	41
42	\$91,593	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	42
43	\$93,883	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	43
44	\$96,230	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	44
45	\$98,636	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	45
46	\$101,101	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	46
47	\$103,629	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	47
48	\$106,220	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	48
49	\$108,875	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	49
50	\$111,597	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	50
51	\$114,387	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	51
52	\$117,247	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	52
53	\$120,178	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	53
54	\$123,182	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	54
55	\$126,262	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	55
56	\$129,418	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	56
57	\$132,654	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	57
58	\$135,970	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	58
59	\$139,369	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	59
60	\$142,854	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	60
61	\$146,425	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	61
62	\$150,086	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	62
63	\$153,838	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	63
64	\$157,684	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	64
65	\$161,626	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	65
66	\$165,666	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	66
67	\$169,808	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	67
68	\$174,053	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	68
69	\$178,405	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	69
70	\$182,865	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	70
71	\$187,436	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	71
72	\$192,122	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	72
73	\$196,925	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	73
74	\$201,848	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	74
75	\$206,895	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	75
76	\$212,067	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	76
77	\$217,369	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	77
78	\$222,803	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	78
79	\$228,373	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	\$285,207	79
80	\$234,082	\$239,934	\$245,933	\$252,081	\$258,383	\$264,843	\$271,464	\$278,250	\$285,207	\$292,337	80



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approval of Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for Additional Architectural and Engineering Services for the Montebello Municipal Golf Course Renovation Project**

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$188,790; and
- 2) Authorize the City Manager to execute the amendment on behalf of the City; and
- 3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$188,790 in Account No. 610-99-6040.80 (Golf Course, Engineering Services); and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The total estimated expense for the additional architectural & engineering services is \$188,790. City Council is being asked to amend the Fiscal Year 2021-22 Golf Fund budget, by increasing appropriations by \$188,790 in Account No. 610-99-6040.80.

The costs associated with transforming the golf course will be paid utilizing bond proceeds from a future bond issuance. Prior to the issuance of any bonds, a firm construction estimate is needed in order to properly size the bonds (i.e., finance the proper amount to cover associated expenses of the project). The recommended additional architectural

Authorize the City Manager to Execute Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for Additional Architectural & Engineering Services for the Montebello Municipal Golf Course Renovation Project

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and engineering services will be utilized to prepare a complete and accurate estimate.

Once the financing is secured, costs associated with these services will be reimbursed by bond proceeds. It is anticipated that bond financing will occur prior to September 2022. Therefore, the Golf Fund will be reimbursed accordingly.

BACKGROUND

On November 10, 2021, the City Council awarded Professional Services Agreement No. 3937 to SPORTFIVE Golf, LLC in the amount of \$1,238,290 for the design of the Montebello Municipal Golf Course Renovation Project. The agreement was in response to Request for Proposals (RFP) No. 22-1. The design is progressing and is currently 65% completed.

Additional design services are required to address various project elements that were not contemplated as part of the original project scope and/or to address conditions that have changed during the development of the design. The additional services are summarized as follows:

1. **Additional Engineering Services (\$141,540)** - The additional services include: 1) The repair and resurfacing of the existing parking lots for the Quiet Cannon (Bicknell Park parking lots) was added to the project since they are deteriorated and refurbishment will provide a more complete campus renovation project; 2) The existing guard shack at the entrance near Garfield Ave requires relocation and will be replaced with a new building in order to accommodate the new entry road leading to the new club house and Topgolf; 3) Design of the new entry road was added to the golf course project so that the City maintains full control of the entry road, including street lighting; and 4) Design of utility services was not part of the original scope since the utility needs were not known until preliminary design work was completed.
2. **Outdoor Event Center at Existing Proshop Area (\$5,250)** – The existing practice putting greens outside of the existing Golf Proshop will be redesigned into an outdoor event lawn area. These practice greens will not be functional or necessary once the new golf course is constructed. This added work will provide a new functional space and provide a transition from the Quiet Cannon facility to the new golf course.
3. **Lake Design (\$29,400)** – A new lake was added to the design of the re-imagined golf course during the design development. The new lake is located at Hole No. 2 and will significantly improve the play and aesthetics of the new 9-hole golf course. Additionally, the existing lake near Via San Clemente was expanded to improve the play and aesthetics of the new 6-hole lighted golf course. The services also include minor refurbishment of the existing lake at the center of the golf course.

Authorize the City Manager to Execute Amendment No. 1 to Agreement No. 3937 with SPORTFIVE Golf, LLC for Additional Architectural & Engineering Services for the Montebello Municipal Golf Course Renovation Project

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4. **Additional Electrical Design Services (\$8,925)** – This service was added to the club house architect's services to provide electrical service to subpanels from the main electrical panel of the club house. The subpanels are required to power added features to the golf course design including: 1) The new and existing refurbished lake pumping and lighting systems; 2) Lighting for the 6-hole golf course; 3) A new irrigation booster pump station; and 4) The gazebo structure added to the outdoor event lawn area adjacent to the new club house.
5. **Design of New Irrigation Booster Pump Station (\$3,675)** – The existing irrigation booster pump station located at the service connection for reclaimed water near Garfield Avenue is not supplying adequate and consistent pressure for the reclaimed water irrigation system that waters most of the turf. The pump's auto shutoff system activates frequently due to insufficient water flow from the reclaimed water service. This causes inadequate pressure in the irrigation system and the sprinkler heads experience insufficient coverage resulting in dead turf areas. The irrigation designer has recommended the addition of an irrigation booster pump station pumping from one of the lakes which will act as a reservoir to ensure a consistent and adequate water supply.

The contract amount for SPORTFIVE Golf, LLC increases from \$1,238,290 to \$1,427,080.

SUMMARY

Upon the approval of the City Council of the recommended Amendment No. 1 to Agreement No. 3937, staff will coordinate the completion of the added services and the design of the golf course with SPORTFIVE Golf, LLC. A budget amendment in the amount of \$188,790 is required, increasing appropriations for Fiscal Year 2021-22 in Account No. 610-99-6040.80 (Golf Fund).

ATTACHMENTS:

- A. Attachment A – Agreement No. 3937
- B. Attachment B – Amendment No. 1 to Agreement No. 3937

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

THIS AGREEMENT ("Agreement") is made and entered into on **November 16, 2021**, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and SPORTFIVE Golf, LLC (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Professional services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals, RFP 22-1 issued on October 20, 2021, to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project in the City of Montebello ("Request for Proposals"), as such is set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary to provide Architectural & Engineering Design Services for the Montebello Municipal Golf Course Renovation Project as set forth fully in CONTRACTOR's proposal dated November 3, 2021 and submitted in response to RFP No. 22-1, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation") for a total not-to-exceed amount of **one million two hundred and forty-four thousand two hundred and forty dollars (\$1,244,240)**. CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire in Two (2) Years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to One (1) Year extension upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination, but the terminating party shall be entitled to pursue any and all available remedies at law or in equity. Further, upon such a termination, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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

CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment

by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

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

SECTION 13. INDEMNIFICATION.

Each of the Parties (the "Indemnifying Party") agrees to, and shall indemnify, protect and hold harmless, the other, its officers, officials, employees, subsidiaries, affiliates, parent entities, agents and volunteers (and, as it relates to the CITY, its elected and appointed boards) (collectively, the "Indemnified Parties") from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the Indemnified Party may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the Indemnifying Party's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of such Indemnified Party.

SECTION 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

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

SECTION 20. MISCELLANEOUS.

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

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

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

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

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

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

SECTION 21. NOTICE.

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

CITY:
Mr. James Enriquez, PE
Director of Public Works / City Engineer
City of Montebello

1600 West Beverly Boulevard
Montebello, California 90640
E-mail: jenriquez@cityofmontebello.com

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

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

Copy to:
General Counsel
SPORTFIVE
7777 Glades Road, Suite 100
Boca Raton, FL 33434
E-Mail: lee.galkin@sportfive.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

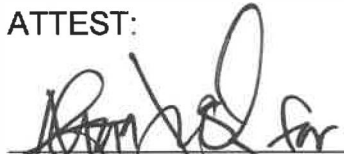
CITY OF MONTEBELLO



René Bobadilla
City Manager

Dated: 11/30/21

ATTEST:



Christopher Jimenez,
City Clerk

CONTRACTOR



SPORTFIVE Golf, LLC
R. Steve Loy
President, Global Golf

Dated: 11-17-2021

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A
SCOPE OF WORK

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RFP BY

SPORTFIVE

RICK SMITH GOLF DESIGN

DOUGLAS FREDRIKSON ARCHITECTS

DRC ENGINEERING

CUMMING CURLEY AND ASSOC.

BTG IRRIGATION

QUALITE





November 3, 2021

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

Dear Mr. Enriquez,

With a rich municipal golf history, a community focus on recreation and well-being, and a celebrated family-oriented and all-inclusive city character, the Montebello Golf Course renovation is an ideal project to sustain the traditions and future goals of the City of Montebello.

A community with passion, a golf course with endless opportunities, a consultant team ready to put their hearts into rejuvenating this City-owned jewel, our team is pleased to respond to the City of Montebello Municipal Golf Course Renovation Project RFP to re-energize the golf course and enhance and program the adjacent City-owned property for their best use.

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.

Our Consultant Team has been strategically coordinated to meet all aspects of this RFP scope:

- **SportFive:** Planning and Design (Team Lead: Michael Angus)
- **Rick Smith Golf Course Design:** Golf Course Design (Team Lead: Rick Smith)
- **Douglas Fredrikson Architects:** Architecture (Team Lead: Doug Fredrikson)
- **DRC Engineering:** Engineering (Team Lead: Jay Brander)
- **Cummings, Curley and Associates:** Landscape Architecture (Team Lead: Robert Curley)
- **BTG:** Golf Course Irrigation Design (Team Lead: Dave Taylor)
- **Qualite:** Lighting Design (Team Lead: Corey Lines)

We are designers, golfers, recreation enthusiasts and place makers. Enclosed, please find our stories of success, expertise, vision and passion.

Sincerely,

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

Michael Angus
Director, Design & Development
SportFive

POINT OF CONTACT

MICHAEL ANGUS
7077 E. MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA, USA 85254
(480) 483-9500 OFFICE
(480) 688-4047 MOBILE
michael.angus@sportfive.com
www.sportfive.com

PROJECT UNDERSTANDING AND APPROACH

The City of Montebello has a proud parks, recreation and sports history and commitment to improve the quality of life for all current and future Montebello residents. Along with this commitment, the City of Montebello has open space and recreational amenities throughout the city. Within this open space are parks, fields, trails and to the northwest adjacent to the 60 Freeway, lies the Montebello Golf Course.

The golf course first opened in 1928 as a private golf club and part of a master planned community. In 1941, the City of Montebello purchased the golf course for public use. In its current improved state, the golf course is located on 120 acres of land. The golf course property is improved with an 18-hole, Par 71 course, clubhouse facility, small practice area, practice putting green, golf cart storage and a golf maintenance facility.

The RFP project proposes to renovate a portion of the existing Montebello Golf Course property. The project area is approximately 72.5 acres and will replace the existing 18-hole golf course with a new and modern, first-class, championship golf course complex that compliments the adjacent Topgolf project and existing hotels and Quiet Cannon event center.

The City of Montebello's goal is to engage a consultant team to provide project management and coordination, produce a vision/master plan and prepare detailed design construction plans and documents. The project will need to efficiently compliment, enhance and work well with the adjacent Topgolf project. The City of Montebello is requesting proposals to analyze renovation of the golf course with the primary goal to improve its long-term financial stability and provide a world-class golf and recreational environment for all residence of Montebello and neighboring communities.

For years, the golf course has served residents and visitors as a quality golf experience for all skill levels. Just as the community has evolved so has the golf-centric culture of its residents. More and more people are limited to enjoying golf, by limited accessibility and limited availability of time.

Our team recognizes this trend of lack of accessibility and time with golf and sees an opportunity by improving and enhancing the existing golf course and integrating it with the planned adjacent Topgolf. There is an opportunity and synergy of these uses that can be transformative. Our team believes that with open communication and collaborating with City of Montebello leadership, there is an approach to designing an innovative golf complex unlike any other in the world. The City of Montebello stands to create a dynamic mutually beneficial golf course complex that is integrated with and compliments the City's partnership with Topgolf, as well as provide a world-class and inclusive golf experience for all City of Montebello residence.

PROJECT UNDERSTANDING

Our Team has been on-site multiple times, played the golf course as a group, analyzed all opportunities and constraints of the existing golf course and understand the adjacent land uses.

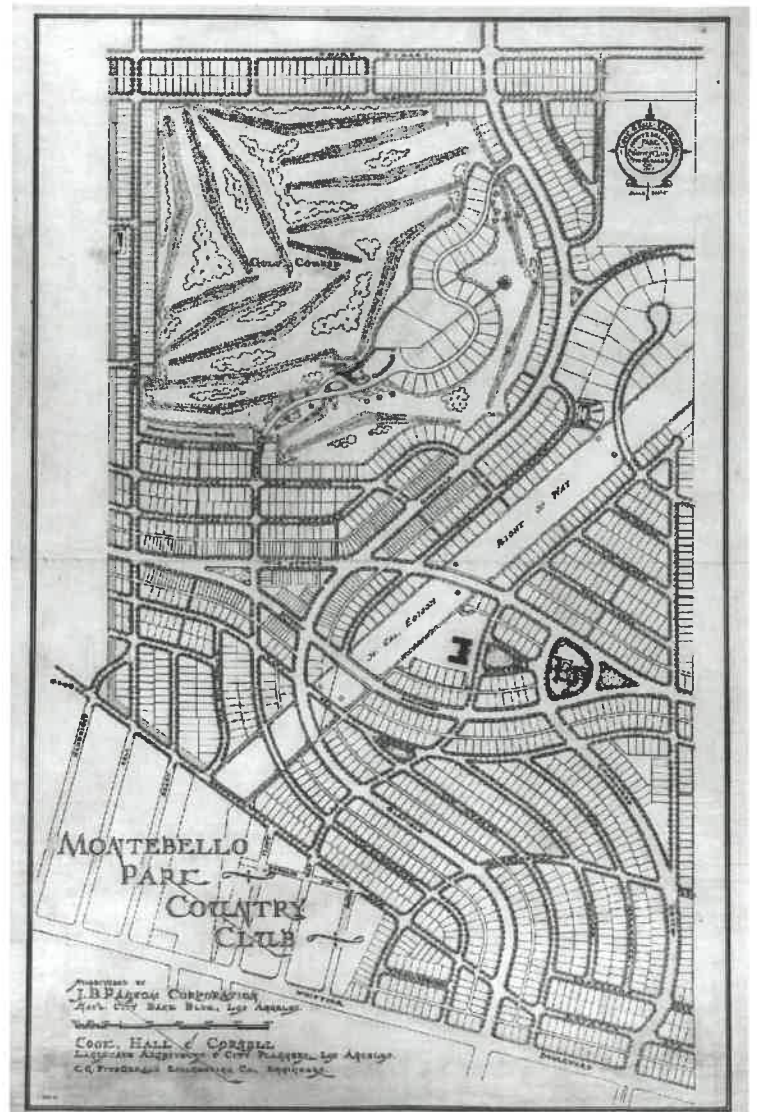
Currently, a 140-acre facility the Montebello Golf Course features an aging 18-hole golf course



PROJECT UNDERSTANDING

Our Team has researched and studied the history and has documented the changes made and evolution of the golf course.

*Original 1928 Master Plan
(right)*



*1998 Montebello Golf Course
after Renovation (below)*



PROJECT UNDERSTANDING

Existing Conditions

Declining Playing Conditions



Player Safety is a Concern, Nets Required



*Outdated and Looming Infrastructure
on Golf Course Needs Replacing*



*Outdated and Inefficient Irrigation System
Leads to Unnecessary Water Use and
High Maintenance Costs*

PROJECT APPROACH

Our Team Vision and Guiding Principles

1. Will grow the game of golf
2. Encourages group and family interaction
3. Provides open space, recreation and entertainment for all Montebello residents
4. Will be a unique destination for consumers outside of Montebello
5. Will be sustainable for future generations
6. Will be a financial stimulus to the City of Montebello

PROJECT APPROACH

Our Team has collaborated and prepared multiple concept plans. We are ready for collaboration and partnership with the City of Montebello. Below is a preliminary Concept Vision Plan we prepared.



"Creating Community Through People, Recreation and Entertainment"

PROJECT APPROACH

The project will need to efficiently compliment, enhance and work for both the new golf course and with the adjacent Topgolf project. A central “arrival” and “golf hub” location is recommended and proposed. There is an opportunity and synergy of these uses that can be transformative.



PROJECT APPROACH

Our Team, led by Douglas Fredrikson Architects, has prepared detailed concept plans for a new golf clubhouse area, complete with golf cart storage, food and beverage and community-focused outdoor entertainment area.



PROJECT APPROACH

Our Team vision for the new golf clubhouse area is to provide a space ideal for golfers, but also a space that is available and inviting for non-golfers and all City of Montebello residents to use and enjoy.



PROJECT APPROACH

Our Team, led by Rick Smith Golf Design, has prepared detailed concept plans for an innovative and challenging, full-size 9-Hole Championship Golf Course.



Golf Course Vision & Goals

*Best Nine-Hole Course
in the U.S.*

Higher Quality Design

Low Operational Costs

*Better Maintenance
and Conditions*

*New Entry Drive and
Arrival*

*Multi Use Pro-
Shop/Starter/Restroom*

*More Enjoyable and
Memorable*

*Better for the
Environment*

*Safer and Reduced
City Liability*

*Inclusive to All
Montebello Residents*

PROJECT APPROACH

Incorporated into the golf course layout and design is an innovative “3-hole loop course” and “5-hole loop course” option.



3-Hole & 5-Hole Loop Option

*Conveniently Starts and
Finishes at the Golf
Clubhouse Area*

Beginner Course

Ideal for Juniors

Ideal for Seniors

Requires Less Time

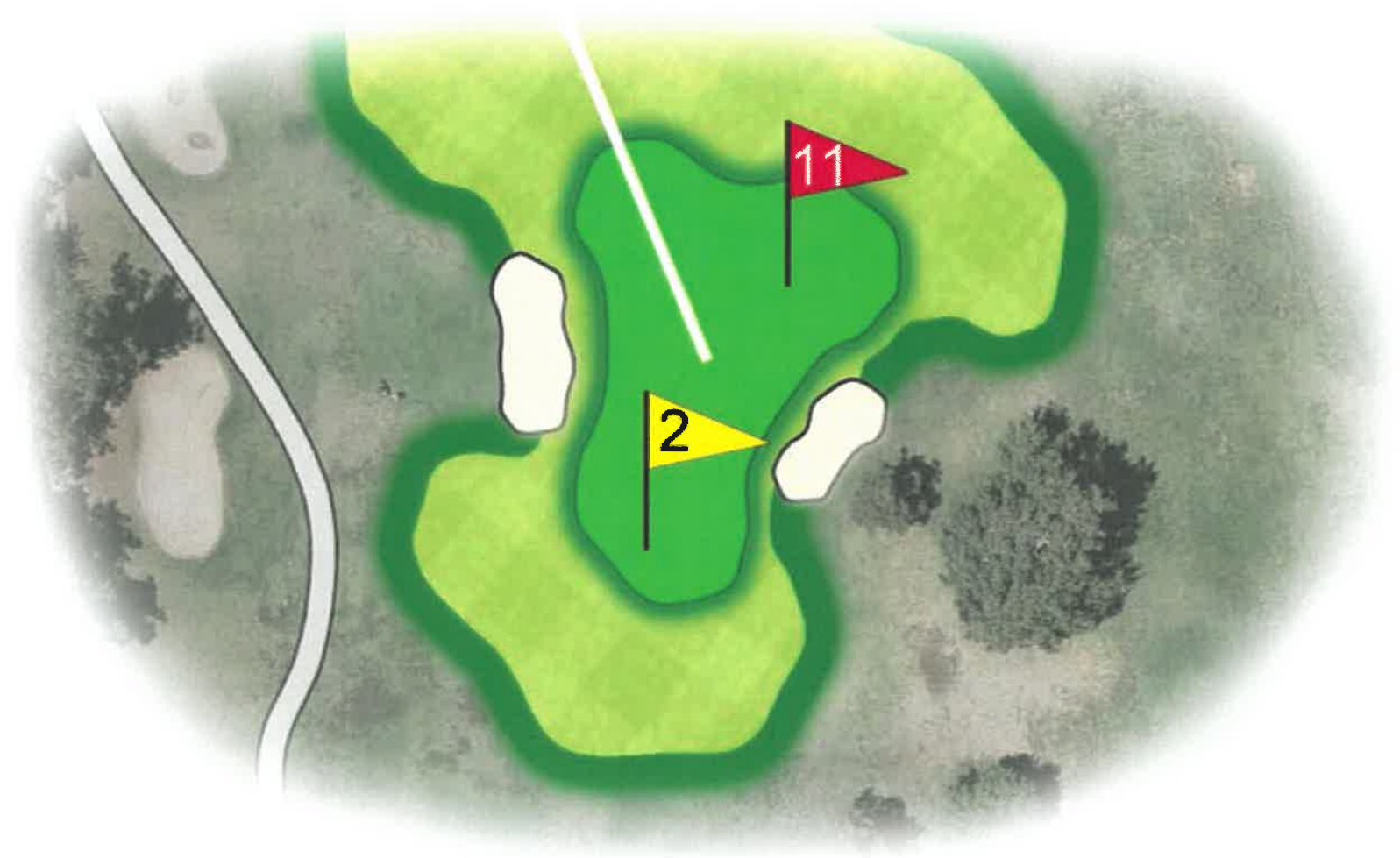
Affordable

Easily Walkable

*Added Revenue for
City of Montebello*

PROJECT APPROACH

The 9-Hole Golf Course could be played twice utilizing different Tees and Pins for an 18-Hole Course option.



Same 9-Holes Utilizing Two Pins per Green for an Optional 18-Hole Course. Innovative and Unique Double-Green Design.

PROJECT APPROACH

A unique component to the golf complex is a 6-hole short course and Putting Course. This allows players new to golf, youth and seniors to participate in less intimidating environment. Avid and experienced golfers will appreciate practicing their short game, chipping and putting in this ideal setting



To appeal to evening golfers, it is recommended to light the short course with energy efficient, non-glare LED lights. Doing so will provide a new demand during evening hours.

PROJECT APPROACH

Our Team, is proposing a partnership with innovative, technology-based company Toptracer, to be the first golf course to incorporate and provide an on-course experience of golf shot tracking. This partnership is a natural fit and opportunity as Toptracer is owned by Topgolf. This technology would add value and introduce golf to a new generation of players to Montebello Golf Course.



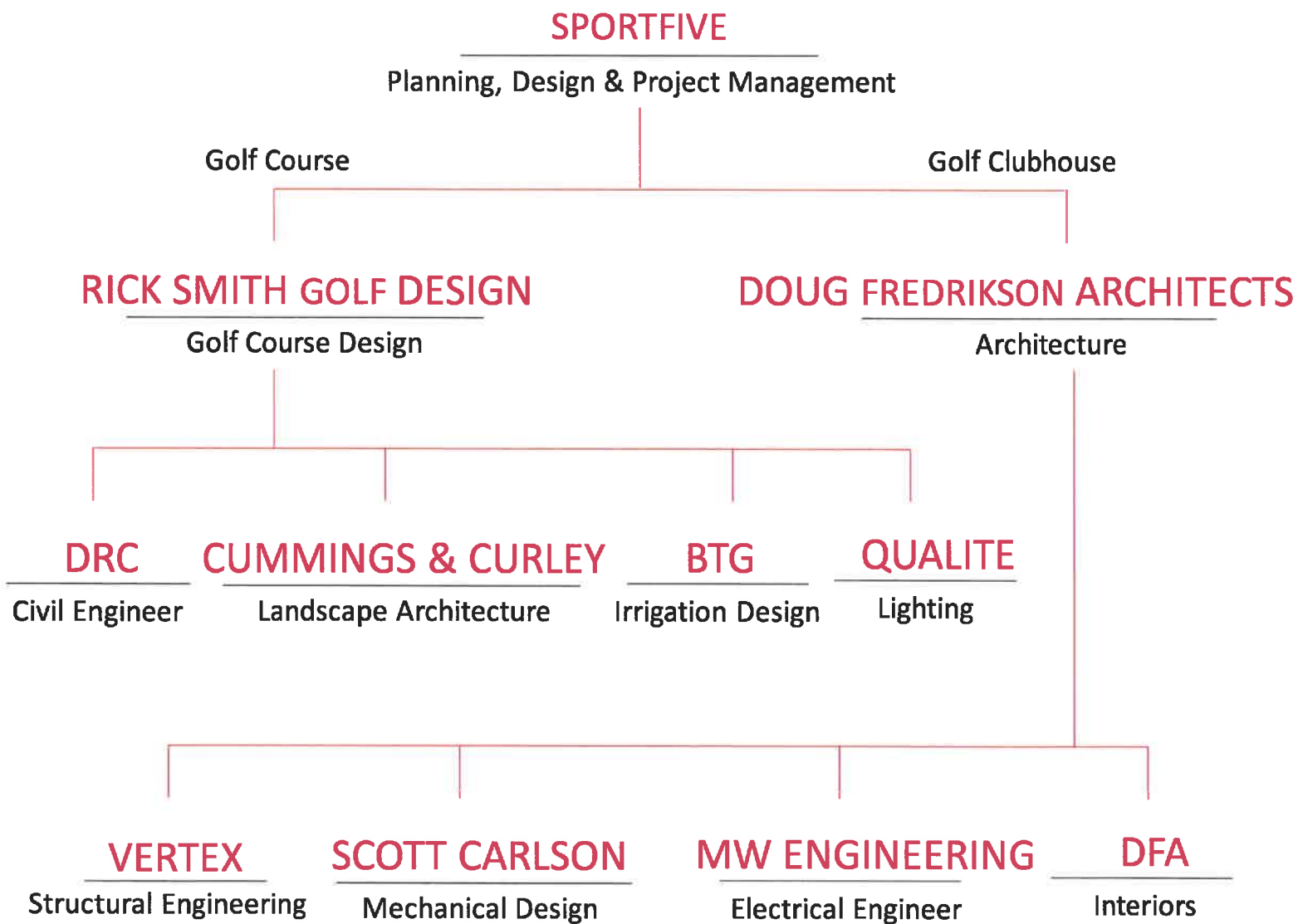
“Toptracer is revolutionizing the golf experience all over the world and through it all, the company has remained committed to its core principle... to change the way people enjoy golf.”



TEAM & EXPERIENCE

OUR TEAM

Our award-winning Consultant Team has come together because we share the common goal of creating environments that are inclusive and unique to the communities that they are in.



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

TOPGOLF – THE LAKES AT EL SEGUNDO, El Segundo, CA

Client: Topgolf and The City of El Segundo

Scope: Municipal Golf Course Repurpose Project / Golf Course Design



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

PAPAGO GOLF COURSE, Phoenix, Arizona

Client: City of Phoenix and Arizona State University

Scope: Municipal Golf Course Repurpose Project / Golf Course Design / Golf Clubhouse Architecture & Design



Site Plan

Papago Master Plan



RELEVANT EXPERIENCE

Our Consultant Team has successfully collaborated on other projects similar to the Montebello Golf Course project.

TORREY PINES NORTH GOLF COURSE, La Jolla, California

Client: City of San Diego

Scope: Municipal Golf Course Masterplan / City Approval



HOLE 3 - DESIGN CONCEPT / VISION



HOLE 3 - EXISTING CONDITIONS

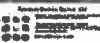
TORREY PINES

ILLUSTRATIVE RENDERINGS
SEPTEMBER 10, 2013



TORREY PINES
Municipal Golf Course Improvements

GENERAL DEVELOPMENT PLAN
SEPTEMBER 10, 2013



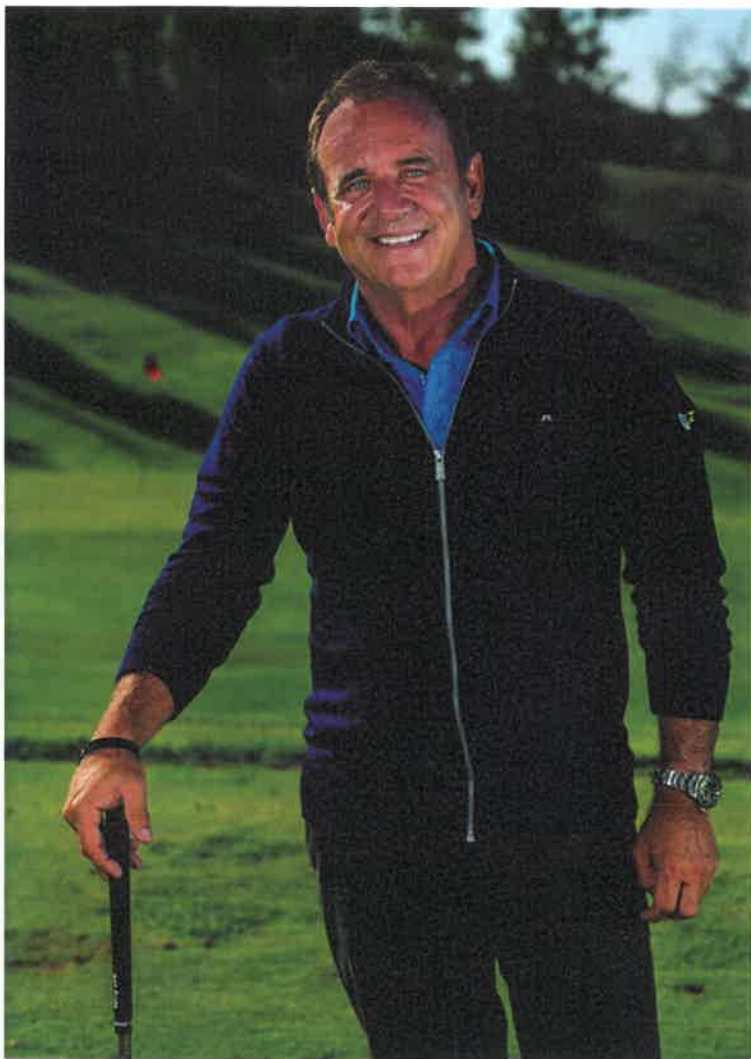
SPORTFIVE GOLF COURSE PLANNING & DESIGN FIRM BACKGROUND

SportFive Golf Course Planning & Design is a golf course design firm responsible for many of the world's most recognized golf course development projects. Our firm is dedicated to creative thinking and understanding all perspectives of every project. We plan and design large scale golf course projects on unique, special and beautiful landscapes, while not missing any small important detail.

The golf course design division is supported by SportFive, one of the world's largest sports agencies representing professional athletes in Golf (PGA), Football (NFL), Baseball (MLB) and Tennis. In golf, the agency represents 42 active golfers on the PGA Tour. The resources of a large sports agency adds additional value to our clients and their golf course design projects.

SportFive Golf Course Planning & Design's approach to all golf course design and development projects is a partnership with the Client and a collaboration with the entire team. It is our belief that this partnership spirit leads to successful projects.





RICK SMITH

AWARD WINNING
GOLF COURSE ARCHITECT

WORLD RENOWN GOLF
INSTRUCTOR

INNOVATOR HELPING GROW
THE GAME OF GOLF





RICK SMITH

AWARD WINNING GOLF COURSE ARCHITECT

Rick Smith has won dozens of awards and accolades for his dedication and skill as a Golf Course Architect. Since 1990, Rick has designed many golf courses in the United States and around the world. Rick has a special ability to incorporate golf strategy and playability for all levels and abilities of players. Rick brings a unique and special ability to bring his golf strategy and artistic vision to each project.

Additionally, Rick is a Partner in the Phil Mickelson Design Group. Rick and Phil have collaborated on golf design work in the United States, China, Canada and are currently working on numerous other golf course designs.

Rick Smith leads a dedicated and experienced golf course design staff. The Rick Smith Golf Course Design team manages the day to day business, direct client contact and assists Rick Smith with all design development projects. The Rick Smith Design office and design staff is based in Scottsdale, Arizona.





RICK SMITH

WORLD RENOWN GOLF INSTRUCTOR

In addition to achieving great success as a Golf Course Architect, Rick Smith is regarded as a World Renown Golf Instructor. In 2009, Rick was ranked as the number two golf instructor in the world by PGA Tour players and since 2000, Rick has been consistently ranked as one of the top golf instructors in the world by Golf Digest Magazine.

Instructor for all levels from beginner to PGA Tour Players and golfs greatest champions, such as Jack Nicklaus, Phil Mickelson and Greg Norman.

Rick's knowledge of golf instruction and ability to connect with all golfers, provides a unique perspective and rare expertise in golf course design and golf practice facility design.





GOLF COURSE DESIGN

EXPERIENCE & SELECTED PROJECTS

Rick Smith Golf Design

Arcadia Bluffs Golf Resort, *Arcadia Bluffs, Michigan*

Oakland University Sharf Course, *Oakland, Michigan*

St. James Golf Club, *Port St. Lucie, Florida*

Treetops Resort Signature and Tradition Course, *Gaylord, Michigan*

Threetops Par 3 Course, *Gaylord, Michigan*

Turning Stones Shenendoah Course, *Verona, New York*

Turning Stone Par 3 Course, *Verona, New York*

Wuskowhan Players Club, *Sheldon, Michigan*

Golf Design Projects with Phil Mickelson

Trump International Golf Club Bali, *Bali, Indonesia*

Mickelson National Golf Club, *Calgary, Canada*

Aqua Golf Club, *Kunming, China*

Mickelson Shanghai International Club, *Shanghai, China*



DOUGLAS FREDRIKSON ARCHITECTS

PROFILE

Douglas Fredrikson Architects, Inc. is an eight person firm located Phoenix, Arizona founded in 1996 that specializes in Golf Clubhouses, Community Centers, Environmental Design, Hospitality, and Custom Residential Design. Its Founder and President, Douglas W. Fredrikson, AIA has practiced architecture in Phoenix for 40 years.

Mr. Fredrikson attended Georgia Institute of Technology and Kansas State University for his undergraduate degree in Architecture and came to Phoenix to continue his education at ASU, in the Masters Program in Solar Architecture. After completing his internship at various firms in the Phoenix area, Mr. Fredrikson joined Cornoyer-Hedrick (1979-89) where he became a Principal and was lead Designer for several notable projects including: **The Buttes Resort**, Tempe, Az., **Troon Golf & Country Club**, Scottsdale, Az., **Stonecreek**, **The Golf Club**, **The Harrington Arthritis Research Center**, Phoenix, Az., and **Fairlane Plaza and Ritz-Carlton Hotel**, in Dearborn, Mi..

Departing Cornoyer-Hedrick, Mr. Fredrikson co-founded Davis Fredrikson Davis (1989-96) where he completed the design of several award winning projects that included: **Grayhawk Golf Club**, Scottsdale, Az., **La Quinta Private Club**, La Quinta, Ca., **Los Lagos Country Club**, Hermosillo, Mexico, **Sunridge Canyon Golf Club**, Fountain Hills, Az., **Coyote Lakes** and **Arizona Traditions**, Surprise, Az., **Phoenix Country Club**, Phoenix, Az., and **El Rojo Grande Ranch/ Offield Residence**, Sedona, Az.

Douglas Fredrikson Architects has completed: **Indian Wells Golf Resort**, Indian Wells, Ca., **Whisper Rock Golf Club**, **The Cottages at Whisper Rock**, **Saguaro Ridge Custom Home**, **Desert Pavilion at Terravita**, **Mirabel Gatehouse**, **Troon Country Club**, **Foothills Animal Rescue/Brynne Smith Memorial Campus**, and **Grayhawk Golf Club**, **Isabella's**, **Mojo's** and **The Fairway House** at Grayhawk in Scottsdale, Az., **Desert Ridge Community Center**, **Aviano Community Center**, **Arizona Country Club**, **Moon Valley Country Club**, **Aguila Golf Club**, **Revive Spa/Fitness and Cabanas at JW Marriott Desert Ridge**, **Papago Golf Club** and **ASU Golf Team Practice Facility**, and **Dynamite Mountain Ranch** in Phoenix, Az., **WeKoPa Golf Club**, **Eagle Mountain**, and **Desert Canyon Golf Club** in Fountain Hills, Az., **The Ritz-Carlton Golf Club at Dove Mountain**, Tucson, Az., **Seven Canyons Golf Club**, **Enchantment Resort**, **Casitas and Meeting Facility**, Sedona Az., **Camelback Golf Club**, **Paradise Valley**, Az., **Copperwynd Club and Inn**, Fountain Hills, Az., **Conestoga Golf Club** and **Oasis Golf Club**, Mesquite, NV., **Southern Highlands Golf Club and Villas**, and **Liberty Center** in Las Vegas, NV., **Laughlin Ranch Golf Club**, Bullhead City, Az., **Hanyo Grill Sheraton Wildhorse Pass**, **Whirlwind Golf Club**, Chandler, Az., **Southern Dunes Golf Club**, Maricopa, Az., **The Retreat Golf Club**, Corona, Ca., **Cimarron Hills Golf Club**, Georgetown, Tx., **Greentree GC**, Victorville, Ca., **The Crossings Golf Club**, Carlsbad, Ca., **Escena Golf Club**, Palm Springs, Ca., **Riverside Country Club**, Provo, Utah, **Willow Creek Country Club**, Sandy, Utah, **Skyestone Community Center**, Broomfield, CO and **Dismal River Golf Club** in Mullen, Ne.

Mr. Fredrikson's efforts in architecture have been recognized by 50 awards in the profession and industry for design excellence and innovation. He is a frequent guest lecturer on Golf Clubhouse design and is a member of the USGA, National Golf Foundation, AGA, ULI, AIA and a NCARB Certificate holder registered in 19 states. See the work at DFArchitects.com.

Currently the firm has in design or construction: **Arizona Biltmore Golf Club**, **Arizona Biltmore Hotel Spa**, Phoenix, Az., **Red Hawk Golf Club**, Los Cruces, NM, **Legends Club**, Nashville, Tn., **Windsong Farm**, Minneapolis, MN. **Ventanas De San Miguel**, San Miguel Allende, Mexico, **Trailhead Golf Club**, **Liberty Lake**, WA., and **Grayhawk Lodge** in Scottsdale, AZ.

■ PROFILE

As President of *Douglas Fredrikson Architects, Inc.*, Mr. Fredrikson is responsible for conceptualization, project design and team leadership for all of his firm's planning and architectural projects. In previous associations with other firms and in his private practice as a Senior Designer/Principal, he has had direct control of over 500 million dollars of design and construction. He has extensive golf clubhouse, commercial office, retail, custom residential, master planning and resort/hospitality experience. His design work has been recognized by over 40 awards from the industry and profession.

■ PROFESSIONAL EXPERIENCE

Douglas Fredrikson Architects, Inc., President, Phoenix, Arizona. 1996-

Davis Fredrikson Davis, Inc., Principal/Vice President, Phoenix, Arizona. 1991-1996

DeRevere Partnership, Principal/Senior Designer, Phoenix, Arizona. 1989-1991

Cornoyer Hedrick, Principal/Senior Designer, Phoenix, Arizona. 1979-1989

Schoneberger Associates, Project Architect/Designer, Phoenix, Arizona. 1977-1979

Brock and Craig Associates, Designer/Job Captain, Mesa, Arizona. 1976-1977

■ EDUCATION

Arizona State University

Masters Program in Solar Architecture. 1977

Kansas State University

Bachelor of Architecture, Summa Cum Laude. 1974-1976

Georgia Institute of Technology

College of Architecture. 1970-1974

■ REGISTRATION

Arizona, Arkansas, California, Colorado, Georgia, Idaho, Indiana, Michigan, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, New York, Texas. Utah, NCARB # 37626

■ AFFILIATIONS

American Institute of Architects
National Golf Foundation
Desert Botanical Garden
Phoenix Art Museum
Arizona Golf Association

■ PROJECT EXPERIENCE

GOLF CLUBHOUSES

Grayhawk Golf Club, Scottsdale, Arizona
Whisper Rock Golf Club, Scottsdale, Arizona
Southern Highlands Golf Club, Las Vegas Nevada
Indian Wells Golf Resort, Indian Wells, California
Ritz-Carlton at Dove Mountain Golf Club, Marana, Arizona
Greentree Golf Club, Victorville, California
Citrus, La Quinta Resort, La Quinta, California
Stone Canyon Golf Club, Tucson, Arizona
WeKoPa Golf Club, Fountain Hills, Arizona
The Retreat, Corona, California
Seven Canyons, Sedona, Arizona
Whirlwind Golf Club, Phoenix, AZ
Willow Creek Country Club, Sandy Utah
Emerald Lake Golf Club, Matthews, North Carolina
Promontory Club, Park City, Utah
Wu Yi, Macau, China
Nantihu, Hainan China
Moon Valley Country Club, Phoenix, Arizona
Riverside Country Club, Provo, Utah
Migrino, Cabo San Lucas, Mexico
Ventanas, San Miguel, San Miguel, Mexico
Dismal River Club, Mullen, Nebraska
Cimarron Hills, Georgetown, Texas
Crane Creek, Boise, Idaho
Laughlin Ranch, Bullhead City, Arizona
Southern Dunes, Maricopa, Arizona
Escena, Palm Springs, California
Arizona CC, Phoenix, Arizona
SunRidge Canyon, Fountain Hills, Arizona
Camelback Golf Club, Scottsdale, Arizona
Tonto Verde Country Club, Rio Verde, Arizona
Phoenix Country Club, Phoenix, Arizona
Troon Golf and Country Club, Scottsdale, Arizona
Jackson Creek Golf Club, Castle Rock, Colorado
Vistoso Golf Club, Tucson, Arizona
Vistal Golf Club, Phoenix, Arizona
Eagle Mountain Golf Club, Fountain Hills, Arizona
The Crossings, Carlsbad, California
Los Lagos Country Club, Hermosillo, Sonora, Mexico
Coyote Lakes Golf Club, Surprise, Arizona
Oasis Golf Club, Mesquite, Nevada
Desert Canyon Golf Club, Fountain Hills, Arizona
Aquila Golf Course, Phoenix, Arizona
Arizona Traditions, Surprise, Arizona
Ventana Canyon Golf & Racquet Club, Tucson, Arizona
Stonecreek, The Golf Club, Paradise Valley, Arizona

HOSPITALITY/RESTAURANT

Enchantment Resort, Sedona, Arizona
The Buttes, Tempe, Arizona
Ritz-Carlton, Dearborn, Michigan
Camelback Inn Spa, Scottsdale, Arizona
Copperwynd and Inn, Fountain Hills, Arizona
The Villas at Southern Highlands, Las Vegas, Nevada
El Rojo Grande, Sedona, Arizona
La Posada Resort, Paradise Valley, Arizona
The Lodge/Spa at Grayhawk, Scottsdale, Arizona
Quill Creek Café, Scottsdale, Arizona
The Monterrey Hotel, Monterrey, Mexico
Fairway House at Grayhawk, Scottsdale, Arizona
The Campanile, Vail, Colorado
Kona Kai Resort, San Diego, California

COMMUNITY CENTERS

Aviano, Phoenix, Arizona
Fireside at Norterra, Phoenix, Arizona
Fireside at Desert Ridge, Phoenix, Arizona
Skyestone, Parker, Colorado
Windgate Ranch, Scottsdale, Arizona
Sun City Anthem, Henderson, Nevada
Reverence, Las Vegas, Nevada
Promontory, Park City, Utah
Anthology, Parker, Colorado
Sandia, Coolidge, Arizona

MUNICIPAL PROJECTS

Indian Wells Golf Resort Indian Wells, California

type: Municipal Golf Facility
 client: City of Indian Wells
 size: 55,000 s.f.
 cost: \$30,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Mayor Mary Roche
 760.776.0222
 marytroche@aol.com
 awards: Golf Inc. Public Club
 House of the Year, 2008
 Gold Nugget Best of the
 West Merit Award, 2008



Project Relevance

- Municipal Golf Clubhouse
- Indoor Practice Facility / Performance Center
- Meeting Rooms
- Locker Rooms
- Community Room
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas Fredrikson, A.I.A.
- **Project Manager**
Alexandra Lemos

The Crossings at Carlsbad Carlsbad, California

type: Municipal Golf Facility
 client: City of Carlsbad
 size: 35,000 s.f.
 cost: \$22,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Skip Hamman
 760.602.2726
 skip.hamman@carlsbad.ca.gov
 awards: Golf Inc. Public Club
 House of the Year
 Runner Up, 2008



Project Relevance

- Municipal Golf Clubhouse
- Practice Facility
- Meeting Rooms
- Locker Rooms
- Hitting Bays
- Community Room
- Class Rooms
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas W. Fredrikson, A.I.A.

Green Tree Golf Course Victorville, California

type: Municipal Golf Facility
 client: City of Victorville
 size: 20,000 s.f.
 cost: \$8,000,000 (2008)
 contract: G.M.P.
 scope: Full Service
 contact: Jon Gargan
 760.245.2273
 jgargan@ci.victorville.ca.us



Project Relevance

- Municipal Golf Clubhouse
- Locker Rooms
- Meeting Rooms
- Golf Cart Storage

Design Team

- **Lead Designer / Principal**
Douglas W. Fredrikson, A.I.A.

Services

Site Civil Services

- Conceptual Studies
- Grading Plans
- Erosion Control Plans
- Composite Utility Plans
- NPDES Compliance
- ADA Compliance
- Specifications
- Cost Estimates
- Retaining Wall Design

Public Works Infrastructure

- Roadway Design
- Storm Drain Design
- Drainage and Hydrology Studies
- Sewer and Water System Design
- Land Surveying
- Boundary and ALTA Surveys
- Topographic Surveys
- Tentative and Final Maps
- Construction Staking

Dry Utility Services

- Project Management and Scheduling
- Utility Systems Preliminary Design
- Documentation/Processing
- Preliminary Cost Estimation
- Utility Relocations and Conversions
- Technical Review
- Dry Utility Inspections

Project Management

- Project Coordination
- Consultant/Team Coordination
- Scheduling
- Cost Estimating



DRC Engineering, Inc.

DRC Engineering, Inc. (DRC) is a consulting engineering and land surveying firm that provides services to commercial, industrial, retail, and residential developers. We specialize in site civil design and subdivision engineering for projects that include large regional retail centers, business parks, industrial complexes, mixed use developments, residential infills and new subdivisions. DRC's role in these types of development projects commonly includes the preparation of necessary grading plans, plot plans, erosion control plans, street plans, hydrology studies, storm drain plans, sewer and water plans, traffic plans, and other civil-related elements.

DRC is based in Southern California.

Our Mission

DRC's mission is to be a valuable and dependable resource to our clients in the development community by providing planning, engineering and design, land surveying, project management, permit coordination, and other services. We are dedicated to our client's success and strive to distinguish DRC through our professionalism, commitment and integrity.

Clients

DRC's clients are:

Developers of :

- Retail and entertainment complexes
- Residential infill and new subdivisions
- Hotels
- Business parks
- Industrial parks

Private Institutions

Architects

Municipal Governments



The DRC Value Proposition

Service. Timeliness. Value. These are the hallmarks of DRC's work. Our principals and senior managers apply more than 200 years of collective experience in engineering, surveying and planning to achieve optimum and accurate designs that contribute to successful projects for our clients. On every project it is our objective to meet our client's needs and expectations through:

- **Superior Service** – DRC is known for commitment, responsiveness and dependable client support. Outstanding service and design are achieved through the efforts of our experienced project managers and engineers, who take a direct, no-nonsense approach to successful project delivery and problem solving. Our ability to conceive and implement practical solutions is facilitated by our experience and knowledge of entitlement and permit processes.
- **On-time Delivery** – Time is money. The value of any service is diminished when schedules are missed. We assure the timely delivery of our work through the dedication of appropriate staff and our network of resources to fulfill project requirements. We incorporate the latest computer aided design and drafting technology to deliver completed plans in hard copy and electronic formats. Critical information is ready for use by other project participants and duplication of effort is minimized. The effective use of technology is a key element in delivering value to our clients.
- **Excellent Value** – An important part of our business is building alliances with small to mid-sized specialty firms that help us meet the specific requirements of our clients. This approach affords us several advantages. It allows us to offer a wider range of services, keep overhead costs low, and presents new opportunities for growth. The result is that we can offer our clients billing rates that are lower than those of most of our competitors.

Firm Profile

Having provided Landscape Architectural services since 1972 for a vast variety of projects for over 49 years and under the direction of Robert Curley for the past 34 years, Cummings Curley and Associates possesses the experience and expertise to create sustainable and maintainable landscape for any genre of projects. Cummings Curley and Associates, Inc. is a professional corporation providing professional services in landscape architecture and land planning. Our approach for all projects is essentially the same: involvement from basic project analysis, design concept and comprehensive preparation to observation of final construction. Principal involvement is key in the day-to-day progress of each project, particularly taking a definitive lead both in meetings with the client and CCA's office staff. Staff is directed to give the client their full attention and respond to any and all requests in a timely fashion. This method of design implementation and project management enables us to provide design services to a large spectrum of clients on a variety of unique and challenging assignments.

Cummings Curley and Associates' unique office structure allows for instant mobilization on projects rapidly and in an efficient manner. The Principal not only has extensive experience with staff management and delegation of projects and tasks but has current, operating knowledge of the latest CAD design software as do all other office staff. For a Principal to have the ability not only to open and review project documents in CAD to respond to client questions or comments, but to have the ability to design, engineer and edit CAD files has proven to be a very efficient and timely means for meeting our clients' needs, expectations and time requirements. Cummings Curley and Associates run a staff from three to eight depending on project needs.

Completed projects include those in the commercial, institutional, municipal, recreational, residential development, private residential, estate and ranch sectors of industry. Typical services include design, cost estimation and preparation of working drawings for all phases of landscape development including construction plans and details, grading and drainage, planting, irrigation, lighting, water conservation plans, and amenity specification. Some of these services have been enhanced by experience working with "public art" and by the principal's consultation by Rain Bird on the development of innovative irrigation products and materials in the interest of using water resources most efficiently.

Robert Curley, Principal Landscape Architect, is licensed in California, Arizona, Utah, Texas, Colorado and Nevada as well as Registered with CLARB.



David L. Taylor, Owner, BTG Golf LLC

BTG Golf LLC is a Single Member LLC formed in the State of California.

949-631-8998 - Office

949-300-8064 - Mobile

dave.taylor@waterlinks.net

Background

Dave has been involved in golf course irrigation for more than 30 years. He worked for a wholesale distributor of irrigation materials specializing in golf course and other large landscape and turfgrass irrigation applications for several years in the '70's. In 1992 Dave and his partner Bob Bryant formed Bryant Golf Services, specializing in golf course irrigation design. The following year they acquired Gordons Irrigation Consulting and the company evolved into Bryant Taylor Gordon Golf. With the passing of both Roger and Bob, Dave has restructured the company to BTG Golf LLC to continue the legacy. Dave has been directly involved in over 475 golf projects.

Education

- University of California, Irvine; Bachelor of Science/Biological Sciences 1977
- University of California, Irvine; Master of Business Administration 1992

Licenses and Certifications: (Note: the performance of irrigation design work in the State of California does not require any licenses, credentials, or registrations.)

- The Irrigation Association
 - Certified Irrigation Designer – Golf Course Certification #017534
 - Certified Golf Irrigation Auditor (CGIA)

Professional Affiliations

- Golf Course Builders Association of America
- Golf Course Superintendents Association of Southern California
- Hi/Low Desert Golf Course Superintendents Association
- Hawaii Golf Course Superintendents Association
- Irrigation Association

EXHIBIT B
SCHEDULE OF COMPENSATION

FEE / COST PROPOSAL

Proposal for: Montebello Municipal Golf Course Renovation Project

RFP by: SportFive, Rick Smith Golf Design, Doug Fredrikson Architects, DRC Engineering, Cumming Curley & Assoc, BTG Irrigation Design, Qualite

11/3/2021 - revised 11/15/2021 (with accounting error fixed)

Detailed Fee Estimate

Golf Clubhouse - Architecture		Principal	Project Director	Project Architect	Senior PM	Job Captain	Interior Designer	Technical Staff	Admin	TOTAL	
Task	Item	\$ 250	\$ 200	\$ 185	\$ 165	\$ 145	\$ 145	\$ 100	\$ 75	Hours	Total \$
1	Preliminary Design Services	16	10	10	16	16			10	78	\$ 13,560
2	Schematic Design Services	30	20	20	40	40			20	170	\$ 29,100
3	Design Development	80	140	140	160	100	60		40	720	\$ 126,500
4	Construction Documents	90	160	200	300	200	100		60	1110	\$ 189,000
5	Bidding and Negotiation Services	20	10	4	4	10	4			52	\$ 10,430
6	Construction Contract Admin Services	40	40	60	20	40	80		30	310	\$ 52,050
Subtotal		276	380	434	540	406	244		160	2440	\$ 420,640

Golf Course - Engineering Services		Principal	Project Managere	Project Engineer	Design Engineer	CAD Operator	Engineer Aide	2-Man Survey	Admin	TOTAL	
Task	Item	\$ 175	\$ 165	\$ 155	\$ 145	\$ 130	\$ 110	\$ 235	\$ 75	Hours	Total \$
1	Survey and Mapping	40	80	80	16	120		180	30	546	\$ 95,070
2	Preliminary Design	80	40	40	80	80			10	330	\$ 49,550
3	Construction Documents	160	160	160	200	200	50		20	950	\$ 141,200
Subtotal		280	280	280	296	400	50	180	60	1826	\$ 285,820

Golf Course Design Services		Principal "A"	Principal "B"	Design Associate	CAD Operator	Graphic Designer	Admin			TOTAL	
Task	Item	\$ 500	\$ 250	\$ 150	\$ 150	\$ 150	\$ 100			Hours	Total \$
1	Preliminary Design Services	20	80	20	40	20	10			190	\$ 43,000
2	Design Development	40	160	40	80	80	20			420	\$ 92,000
3	Construction Documents	40	180	140	220	80	20			680	\$ 133,000
4	Bidding and Negotiation Services	10	40	30						80	\$ 19,500
5	Construction On-Site Review	160	120		20	20	20			340	\$ 118,000
Subtotal		270	580	230	360	200	70			1710	\$ 405,500

Landscape Design Services		Principal	Project LS Arch	CAD Operator	Clerical					TOTAL	
Task	Item	\$ 165	\$ 95	\$ 70	\$ 50					Hours	Total \$
1	Site Data Collection		10	8						18	\$ 1,510
2	Schematic Design	8	32	8	2					50	\$ 5,020
3	Design Development	10	22	8	2					42	\$ 4,400
4	Construction Documents	20	22	40	2					84	\$ 8,290
5	Construction Administration	16	22							38	\$ 4,730
Subtotal		54	108	64	6					232	\$ 23,950

Golf Course Irrigation Design Services		Principal	Design Associate	CAD Operator	Admin					TOTAL	
Task	Item	\$ 180	\$ 120	\$ 100	\$ 75					Hours	Total \$
1	Preliminary Design	20	10	10	2					42	\$ 5,950
2	Design Development	20	10	10	2					42	\$ 5,950
3	Construction Documents	20	10	40	2					72	\$ 8,950
4	Staking and Construction Observation	60	60	20	2					142	\$ 20,150
5	GPS Mapping	16	16	18	2					52	\$ 6,750
6	Record Drawing	16	20	30	2					68	\$ 8,430
7	Control System Programming	40	15	30	2					87	\$ 12,150
Subtotal		192	141	158	14					463	\$ 68,330

Direct Costs

Reimbursable Expenses (Travel, Printing, Reproduction, Misc)	Estimated Project Total	\$ 40,000
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ATTACHMENT B

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC

This Amendment ("Amendment No. 1") to that certain Services Agreement No. 3937 for architectural & engineering services for the Montebello Municipal Golf Course Renovation Project dated November 16, 2021, ("Agreement"), is made as of May 11, 2022 ("Effective Date"), by and between the City of Montebello ("City"), and SPORTFIVE Golf, LLC ("CONTRACTOR"). City and CONTRACTOR are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

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

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

NOW, THEREFORE, the parties to this Amendment No. 1 agree to amend the Agreement as follows:

SECTION 1. AMENDMENT TO SERVICES/COMPENSATION. The scope of work to the Agreement is expanded to include the following services attached hereto as the following exhibits and incorporated herein by this reference:

- Exhibit "A-1":** Proposal Dated March 21, 2022 – Engineering Services
- Exhibit "A-2":** Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape)
- Exhibit "A-3":** Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake
- Exhibit "A-4":** Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items)
- Exhibit "A-5":** Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 2 of 3

Compensation for the expanded scope of work contemplated in this Amendment No. 1 shall be as follows:

“City agrees to compensate CONTRACTOR for the expanded scope of work contemplated under Amendment No. 1 (Exhibits “A-1” through “A-5”), and CONTRACTOR agrees to accept in full satisfaction for such services an amount not-to-exceed the sum of **One Hundred Eighty-Eight Thousand, Seven Hundred Ninety (\$188,790)**; unless a different amount is specifically approved in advance in writing by City.”

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

SECTION 3. ENTIRE AGREEMENT. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. AUTHORITY. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[SIGNATURES ON THE NEXT PAGE]

AMENDMENT NO. 1 TO AGREEMENT NO. 3937

Page 3 of 3

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the Effective Date stated in the introductory clause.

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

CONTRACTOR
("CONTRACTOR")

By: _____
René Bobadilla, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Christopher Jimenez, City Clerk

Title: _____

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- **Exhibit "A-1"** – Proposal Dated March 21, 2022 – Engineering Services
- **Exhibit "A-2"** – Proposal Dated March 17, 2022 – Landscape Design (Temporary Event Lawn and Landscape)
- **Exhibit "A-3"** – Proposal Dated March 17, 2022 – New Lake, Existing Lake Improvement and Expanded Lake
- **Exhibit "A-4"** – Proposal Dated April 28, 2022 – Electrical Engineering Services (Golf course Items)
- **Exhibit "A-5"** – Proposal Dated May 2, 2022 – Lake Design Changes to Incorporate a New Irrigation Pump Station

SPORTFIVE

March 21, 2022

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

RE: Amendment #4 – Engineering Services

Dear Mr. Enriquez,

Attached is Additional Work Proposal for engineering services for the Montebello Golf Course Project. The services and fee includes:

Bicknell Park, Parking Lot Maintenance Plan
Bicknell Park SWPPP
Guard Shack Relocation
Dry Utility Coordination (Elec, Tel, CATV, Gas), Preliminary and Final Dry Utility Coordination
Common Entry Road
Cal Water Plans
Public Sewer Plans
Street Light Design

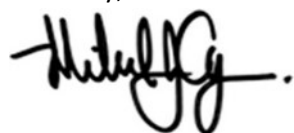
This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

The attached proposal is from DRC Engineering, Inc. Total additional fee is \$134,800. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$134,800 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #4, Engineering Services - \$141,540.

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

Sincerely,



Michael Angus / SportFive



Engineering, Inc.

Civil Engineering/Land Surveying/Land Planning

160 South Old Springs Road, Ste. 210

Anaheim Hills, California 92808

Phone: 714-685-6860

Fax: 714-685-6801

March 21, 2022

Job No. 21-167

Mike Angus

Sport Five

488 Madison Avenue, 16th Floor

New York, NY 10022

480-483-9500

RE: Proposal for Preliminary and Final Engineering Services Montebello Golf Course

Dear Mike,

Please find enclosed Additional Work Authorization (AWA) #1 for Montebello Golf Course 901 Via San Clemente, Montebello, CA 90640. This work authorization is intended to cover additional work requested and necessary work that was not included as part of our proposal for the Montebello Golf Course project. We appreciate the opportunity to be involved with this project and look forward to its successful completion.

Please contact me should you have any questions.

Sincerely,

Brian Anderson, PE QSD

Vice President

Attachment

Scope of Services and Fees:

Job No. 21-167

Page 1 of 8

March 21, 2022

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

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

Bicknell Park, Parking Lot Maintenance Plan

DRC was requested to prepare separate plans (but as part of the overall Montebello Golf Course renovation) by city staff for necessary parking lot maintenance. These plans are intended to rehabilitate the existing parking lots in the Southeast corner generally around the Armenian Genocide Memorial and the existing Via San Clemente Road. This scope includes:

- Three (3) days additional field topography in order to supplement aerial topography
- A site visit will be conducted in order to perform a parking analysis identifying existing parking stalls (the analysis excludes any building area basis calculations)
- Final plans will include layout modifications to provide current CBC required Accessible parking stalls and minor grading changes necessary for slope compliance (Accessible parking stall requirement will be based on parking lot stalls)
- Plan pavement rehabilitation will identify and differentiate between areas of grind and overlay versus full pavement section replacement
- Plans will include dimensional layout and necessary striping details for completion
- Overall plans will be prepared at 1" = 40' graphic scale, with necessary ADA blow-up details prepared at 1" = 10'
- Plans will maintain existing drainage conditions/locations

Bicknell Park SWPPP

Parking Lot Maintenance is anticipated to cover approximately paved area in excess of nine (9) acres. Exact limits of pavement removal replacement and grading changes for ADA have not been established but are assumed to exceed one acre and this work may occur independently of planned golf course work. DRC shall prepare permit registration documents to satisfy the requirements of NPDES regulations for the site during construction operations for the proposed Project Area Improvements. This task requires the property owner, as the legally responsible party, to file a notice of intent (NOI) with the State Water Resources Control Board using the storm water multiple application and report tracking system (SMARTS) and designation of DRC as the data submitter. DRC will prepare and post the SWPPP that will include construction based BMPs to address the discharge of runoff, pollutants of concern, erosion control measures and sediment control measures. The risk level will be determined in accordance with the current guidelines. When the project is complete, a notice of termination (NOT) will be filed using the SMARTS system. Construction phase SWPPP revisions, annual reports, sampling results, inspection reports and training of personnel are not included in this proposal. These tasks shall be performed by the general contractor.

Guard Shack Relocation

DRC will prepare single sheet plan to relocate Course entry guard shack from its current location to new location set-back from the proposed entry road intersection with Via San Clemente. Plan will provide necessary information to make minor pavement grading adjustments for a new guard shack building (by others) and provide accessible path of travel from the guard shack to the public walk. Based on discussion with city staff it was understood the new building would not need utility connections.

Dry Utility Coordination (Elec-Tel-CATV-Gas)

The following subtasks will be performed as part of the on-site dry utility coordination:

Preliminary Dry Utility Coordination

- Site Evaluation/Due Diligence- Visit the site to locate/identify existing facilities and establish possible points of connection for new services. Identify existing facilities that may pose a conflict with construction of the project. Order utility facilities maps from public utility purveyors and make contact with the appropriate public utility planning and engineering personnel. Provide information to the Client with findings and recommendations based on the site visit, facility map review and contact with the utility planners.
- Dry Utility Service Removals- DRC will work with each utility and the client as required to provide the required information to secure all applicable service removal work orders. This task includes processing of any contract payments related to the removal of the utility service to the existing Snack Shack building. Once the service removal work order has been generated by the utility, DRC will track the progress with the utility and notify the client of timing to complete.
- Preliminary Redline Composite Exhibit- Prepare a preliminary redline composite exhibit to determine the best mainline trench alignment, service laterals and structure locations to meet the project needs. This plan will be circulated to the members of the development team for comments, with the final deliverable being a trench and structure location exhibit that DRC will provide to each utility for formal advancement of the design process.

Final Dry Utility Coordination

- Client Letters of Authorization/Furnished Information
Prepare the Client Information Package that includes utility forms that need to be executed and returned to public utility purveyors as part of the design submittal package. Coordinate with the development team (client, civil, architect, consultants) to secure information needed to facilitate the designs from the utility purveyors to include, but not limited to: equipment loads, single-line drawings, panel detail schedules, appliance breakdown, electrical and gas meter locations, telephone demarcation location, gas loads, and construction schedules.
- Utility Formatted AutoCAD Base File
DRC will prepare one (1) AutoCAD Base file formatted per the utility requirements and submit to each utility for the utilities use in designing the new distribution system.
- Distribute Submittal Packages
DRC will prepare and submit to each utility agency a full set of civil, architectural and landscape plans as well as the required utility documents in order for the utility to properly design the new distribution system and prepare the work order packages.
- Process Preliminary Utility Plans / Design Revisions
As part of the design process, we will receive preliminary utility designs for review prior to the issuance of Final Designs. DRC will work with the development team to revise the designs and incorporate site changes throughout the design development process. DRC will work directly with the utilities to secure the final construction documents.
- Process Utility Payments, Agreements and Easements

With each work order package, the utility will prepare contracts and invoices related to the scope of work in that particular work order. We will review the contracts and invoices and process the packages to the client for execution and payment and then back to the utility company. DRC will work with each utility as required to secure all applicable easement documents pertaining to each work order and process to the client for execution. Once the easements have been executed, we will process and track the signed easements back to the proper utility and secure recorded copies of the documents when available.

- **Conduct Pre-Trench Meeting**
DRC will schedule, coordinate and attend up to one (1) pre-trench meetings with the utility company's inspectors, client, general contractor and applicable sub-contractors. Installation dates as well as installation standards and guidelines will be discussed and agreed upon.
- **Dry Utility Construction Support and Site Visits (Budget Allowance)**
Assist the client, architect, and general contractor in clarifying the intent of the project plans and resolve construction issues in the field. Respond to RFIs in writing and distribute to the project team. As necessary, coordinate plan revisions or prepare details to facilitate completion of the work. This task does not constitute inspection or certification of construction on the part of DRC. This task provides an estimated budget allowance of 10 hours.
- **Utility Meetings (Budget Allowance)**
Meet with the utility agencies for the purpose of coordinating the location of existing and proposed distribution facilities. This agreement is based on a maximum of 12 staff-hours of meetings required. If additional meetings are required, a written request for additional budget authorization from the client will be submitted.
- **Dry Utility Project Meetings (Budget Allowance)**
Attend project meetings and/or conference calls with the client, architect, civil, and/or government agencies for development coordination meetings, as directed by the client. This agreement is based on a maximum of 8 staff-hours of meeting time. If additional meetings are required, a written request for additional budget authorization from the client will be submitted.

Common Entry Road

DRC will prepare plans, at 1" = 40' graphic scale, necessary to construct the common use entry road as a modified LA County Urban Alternate local street with 46' easement width (as submitted as part of Topgolf CUP package) and 34' curb to curb vehicle travel way with curb adjacent walk. These plans are based on assumption of drainage to a common storm water quality basin shared with Clubhouse facilities. Stationed street cross-sections, vertical curve, horizontal curves are not part of this scope and are not anticipated to be required.

Cal-Water Plans

Per clarification received, public water plans are not prepared by Cal-Water and are to be prepared by developer (City of Montebello.) DRC will prepare plans, at 1" = 40' graphic scale, for installation of domestic water connection from point of connection on Via Campo through the site (via Common Entry Road) to a point of connection located at the intersection of Via San Clemente and Garfield approximately 2000 feet in length. Plans will follow Cal-Water (Water Purveyor) guidelines for plan preparation.

Public Sewer Plans

Public sewer connections were not found for the proposed Montebello golf course projects. DRC will prepare plans for sanitary sewer following Sanitation District of Los Angeles County Format. These plans will depict necessary information for construction of a new sewer line for use by the proposed Topgolf Venue and to provide service to the proposed Clubhouse facilities. These plans exclude any sewer study and are based on City of Montebello review, approval and subsequent

Scope of Services and Fees:

March 21, 2022

Job No. 21-167

Page 4 of 8

routing to appropriate sanitation district. Plans assume connection to existing sewer in Via Campo and routing to the clubhouse via common entry road.

Additional Coordination

Per City of Montebello staff request DRC has prepared an exhibit to explore additional parking to be located on the Topgolf Parcel. DRC will prepare two iterations of the exhibit based on direction received from city staff stemming from negotiations and agreements with Topgolf (as Parcel lessee.) DRC will incorporate parking lot into preliminary grading plans. City of Montebello staff have requested exploration of combining clubhouse stormwater quality treatment to a common system to be shared by Topgolf parcel. DRC will prepare three iterations of calculations and layouts for a combined system for use by city in review & discussion with Topgolf.

Sub-Consultant Coordination

Per City of Montebello staff request DRC has engaged a sub-consultant MEP to prepare a street light photometric plan and provide necessary design services for street light locations and layout. DRC will oversee and coordinate with sub-consultant for additional design services related to street lighting.

Street Light Design

Proposal from JMPE Electrical Engineering (sub-consultant) is included and should be referenced for scope of work and fee breakdown.

2.0 SCOPE of SERVICES EXCEPTIONS

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

- Any task or services not specifically included under the Scope of Services Section above.
- Utility shutdowns (to be done by property owner)
- Utility disconnects (to be coordinated by contractor)
- Any work inside of existing buildings.
- Geophysical Utility Survey
- Potholing
- Phased construction plans, all work assumed to occur in singular period
- Bicknell Park WQMP (understood to be maintenance)
- Construction Permits
- Sewer or Water studies
- Drainage/hydrology studies beyond project property limits
- Site lighting plans and photometrics
- Fire hydrant flow test data (by water agency)
- Off-site improvement plans for street, storm drain, sewer, water, traffic signal, signing and striping, and street lighting, except as noted in the Scope of Services Section 1.0
- Any Traffic Control or Encroachment Permit Plans and Processing
- Construction staking services (available from DRC upon request)
- As-Built Plans
- Dry Utility Scope exceptions
 - Relocation/Removal/Conversion of existing on- and off-site electric, gas, telephone and CATV facilities
 - Utility conflict design review.
 - Cost Estimates
 - Applicant utility design services.
 - Temporary power and telephone service coordination.
 - Coordination relating to the acquisition of permits and/or addresses.
 - Private/public lighting design and coordination.
 - Irrigation/traffic signal/meter pedestal design and coordination.
 - Additional electric, telephone, CATV and gas work order design/phasing.

Scope of Services and Fees:

Job No. 21-167

Page 6 of 8

March 21, 2022

3.0 FEE SCHEDULE

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

Construction Documents

Task	Fixed Fee
Bicknell Park, Parking Lot Maintenance Plan	\$26,000
Bicknell Park SWPPP	\$7,000
Guard Shack Relocation	\$5,000
Preliminary Dry Utility Coordination	\$4,500
Final Dry Utility Coordination	\$14,500
Common entry Road	\$30,000
Cal-Water Plans	\$25,000
Public Sewer Plans	\$10,000
Additional Coordination	\$8,000
Sub-Consultant Coordination	\$1,000
Street Light Design (Sub-Consultant)	\$3,800
Subtotal	\$134,800

Total \$134,800

Reimbursable Allowance \$7,000

Scope of Services and Fees:

Job No. 21-167

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March 21, 2022

4.0 ESTIMATED TASK BREAKDOWN & HOURLY SCHEDULE OF BILLING RATES

The below is an estimated break down of effort required, please note line items reflect rounding and line items may not sum evenly. Any discrepancies in totals should be assumed to be proportioned out.

TASK	Manager Hrs	Fee	Engineer Hrs	Fee	Designer Hrs	Fee	Total
Parking Lot Plan	15	\$2700	115	\$19600	23	\$3700	\$26,000
BP SWPPP	4	\$720	31	\$5300	6	\$980	\$7,000
Guard Shack	3	\$540	23	\$3960	3	\$500	\$5,000
Preliminary DU	3	\$500	20	\$3400	4	\$600	\$4,500
Final DU	9	\$1620	64	\$10880	13	\$2080	\$14,500
Entry Road	17	\$3060	133	\$22620	27	\$4320	\$30,000
Cal-Water	14	\$2520	111	\$18800	23	\$3680	\$25,000
Public Sewer	6	\$1080	45	\$7650	8	\$1270	\$10,000
Coordination	12	\$2160	24	\$4080	11	\$1760	\$8,000
Sub-Consultant Coordination	5.5	\$1,000					\$1,000
Street Light Design	Please refer to Sub-Consultant Proposal						

Principal	\$190.00/Hour
Project Manager	\$180.00/Hour
Project Engineer / Surveyor	\$170.00/Hour
Design Engineer	\$160.00/Hour
CADD Drafter	\$145.00/Hour
Engineering Aide / Administration	\$125.00/Hour
2-Man Survey Crew	\$250.00/Hour

5.0 CONTRACT PROVISIONS

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

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

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

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

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

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

7: This proposal may be considered as effective for six (6) months from the date of this letter. If the project is not completed within one (1) year after the scheduled start date (due to no fault of

Scope of Services and Fees:

Job No. 21-167

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March 21, 2022

DRC), additional reimbursement may be required. If required, such additional reimbursement would be subject to negotiation and mutual agreement between both parties.

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

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

Accepted by: _____

Title: _____

Sportfive

Date: _____

End of Proposal

JMPE

ELECTRICAL ENGINEERING
LIGHTING DESIGN
CA REGISTRATION NO E13083

March 17, 2022

DRC Engineering, Inc.
160 South Old Springs Rd., Suite 210
Anaheim, CA 92802

Attn: Amy Johnson

Re: Montebello Street Lighting Design
Electrical Engineering Fee Proposal

I. Scope of Work:

- A. Photometric plan.
- B. Light standard detail.
- C. Site lighting plan.
- D. Pullboxes, conduit, routing.
- E. Meter pedestal.
- F. Single line diagram.
- G. Panel schedule.
- H. Electrical load calculations.
- I. Electrical notes and details.
- J. Lighting control.
- K. 24x36 sheet format.
- L. 1300 LF street length.
- M. Coordination with DRC Engineering, Inc.
- N. Coordination with City of Montebello.

II. Items Excluded:

- A. Traffic signal design.
- B. Utility coordination.
- C. Camera system design.
- D. Wifi system design.

III. Fees for Services:

- A. A flat fee of \$3,800.00 shall be invoiced for design.
- B. Fee breakdown:
 - 20 hours Engineering @ \$150/hr. = \$3,000.00
 - 8 hours Drafting @ \$100/hr. = \$800.00
- C. Additional services shall be invoiced on an hourly basis only after prior authorization.
- D. Hourly rates are: \$150 for engineering and \$100 for drafting.

IV. Liability Limitations:

- A. JMPE has no control over, nor is it responsible for any acts, errors, omissions, equipment failures or delays caused by the Client, Owner, other consultants, contractors, subcontractors or any of their agents or employees, manufacturers, shippers, installers, any other persons performing any work on the project, or users of the work. JMPE is not responsible for contractor's failure to carry out the construction in a responsible manner and in accordance with applicable codes, contract documents and recommendations.

627 OLIVE STREET
SANTA BARBARA, CA 93101
(805) 569.9216
maloney@jmpe.net
www.jmpe.net

- B. JMPE is not responsible for any unapproved changes to its final drawings and specifications, including but not limited to, substitutions of or by manufacturers, substitutions by contractors, variation in layouts, quality and quantity of fixtures.
- V. Termination of Agreement:
- A. This Agreement is terminable by either party at any time upon ten (10) days' written notice. In the event this Agreement is terminated for any reason; the Client is obligated for JMPE's services and charges incurred before the termination date.
- B. The provisions of this Agreement are valid for 30 days. If this Agreement is not signed by Client and received by JMPE by this date, the Agreement's terms and conditions will be open for further negotiation.

VI. Invoice Submittal: Please indicate to whom all invoices are to be submitted.

Name: _____

Attn: _____

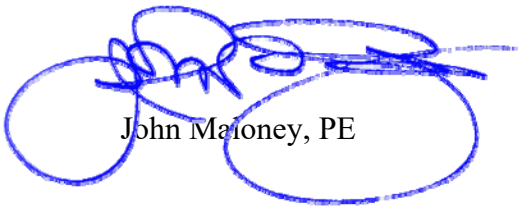
Phone: _____

Address: _____

E-Mail: _____

Preferred method of billing: ☐ USPS mail OR ☐ Email OR ☐ Both
Select one.

Sincerely,



John Matoney, PE

Approved by: _____ Date: _____



March 17, 2022

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

RE: Amendment #2 – Landscape Design – Temporary Event Lawn and Landscape

Dear Mr. Enriquez,

Attached is Additional Work Proposal for the design of the temporary event lawn and landscape area adjacent to the existing golf pro-shop and existing Hole 10 tee. This is for additional design and coordination services outside of the existing SportFive Agreement with the City of Montebello.

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

Total Fee for Amendment #2, Landscape Design – Temporary Event Lawn and Landscape - \$5,250.00.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a period.

Michael Angus
SportFive



CUMMINGS CURLEY AND ASSOCIATES INC
LANDSCAPE ARCHITECTS • LAND PLANNERS

MARCH 17, 2022

GOLF COURSE DESIGN & DEVELOPMENT
7077 EAST MARILYN ROAD, SUITE 140
SCOTTSDALE, ARIZONA 85254

RE: AMENDMENT 2 TO CUMMINGS CURLEY AND ASSOCIATES PROPOSAL No. 10188
CITY OF MONTEBELLO P.O. No. 126

DEAR MICHAEL:

AS YOU REQUESTED, WE PROVIDE THIS ADDITIONAL FEE PROPOSAL FOR THE MONTEBELLO CAMPUS 2020 PROJECT .

THIS ADDITIONAL FEE IS BASED ON PROVIDING ADDITIONAL DESIGN DEVELOPMENT PLANS AND ASSOCIATED LANDSCAPE CONSTRUCTION DOCUMENTS FOR THE TEMPORARY EVENT LAWN AREA AND TRANSITIONS ADJACENT TO THE EXISTING CLUB HOUSE.

OUR ADDITIONAL FEE FOR THE REVISED SCOPE OF WORK SHALL BE FIVE THOUSAND DOLLARS (\$5,000.00).

DESIGN DEVELOPMENT PLANS:

PRINCIPAL 6.5 HRS. @ \$165.00	\$1,072.50
CAD OPERATOR 9 HRS @ \$95.00	\$855.00
CLERICAL 1.03 HRS. @ \$70.00	\$72.50
	\$2,000.00

CONSTRUCTION PLANS:

PRINCIPAL 10 HRS. @ \$165.00	\$1,650.00
CAD OPERATOR 13.44 HRS @ \$95.00	\$1,277.50
CLERICAL 1.03 HRS. @ \$70.00	\$72.50
	\$3,000.00

TOTAL FEE: \$5,000.00

IF THE DESCRIPTION OF WORK PRESENTED HEREIN IS AGREEABLE, PLEASE CUMMINGS CURLEY AND ASSOCIATES WITH A FORMAL AGREEMENT FOR SIGNATURE.

OFFERED BY,

CUMMINGS CURLEY AND ASSOCIATES, INC.



ROBERT L. CURLEY
PRESIDENT
LANDSCAPE ARCHITECT



March 17, 2022

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

RE: Amendment #3 – Lake Design – New Lake, Existing Lake Improvements and Expanded Lake

Dear Mr. Enriquez,

Attached is Additional Work Proposal for design of the lakes on the Montebello Golf Course. The services include designing one new lake, enhancing one existing lake, and expanding one other existing lake. This fee includes full construction documents, details and specifications.

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

The attached proposal is from PACE. Total additional fee is \$28,000. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$28,000 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #3, Lake Design – Existing, Improved and New Lakes - \$29,400.00.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Angus", followed by a long horizontal flourish.

Michael Angus
SportFive



Revised March 16, 2022
(Revised March 14, 2022)
(March 3, 2022)

Michael Angus
Director, Golf Course Design & Development
Sportfive
7077 E. Marilyn Road, Suite 140
Scottsdale, AZ 85254
(480) 688-4047

Re: Lake System Design for City of Montebello Golf Courses
Revised Professional Engineering Services Proposal

B960

Mr. Angus,

PACE is pleased to provide our revised proposal for engineering services for the Lake System Design for City of Montebello Golf Courses project. Attached are our Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

We appreciate the opportunity to be of service to Sportfive and look forward to the successful completion of the lake system design. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zirang Song", is positioned below the "Sincerely," text.

Zirang Song, PE
Vice President - Recreational Water Division

ZS/CH

Enclosures: Scope of Services, Compensation, Hourly Rate Schedule and Provisions.

\\pacefs01_vm\rwprojects\B960\3-Contracts - Proposals\1. Proposal\2022-03-14_RPRO Lake System Design\1. MAngus Cov Ltr 3-14-22.doc

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
LAKE SYSTEM DESIGN FOR CITY OF MONTEBELLO GOLF COURSES
#B960

OBJECTIVE:

This proposal includes design services for the following lake features in City of Montebello golf courses:

(1) Existing Lake (Lake A) at Hole 9 near the clubhouse: It is assumed a new aeration system and a new floating fountain for this existing lake will be required. No other design changes are included in the design scope.

(1) New lake (Lake B) at Hole 2, approximately 31,000 sq. ft.: This new lake will have an eroded concrete shoreline, RPE liner, lake overflow box with an outlet pipe, lake aeration system, and a floating fountain with LED lights.

(1) Expanded lake (Lake C) at short course, approximately 20,000 sq. ft new lake and 40,000 sq. ft. of existing lake: The existing lake is 25 years old. It is assumed the existing lake is lined with a type of geomembrane liner and it is reaching to the end of useful life (Typical geomembrane liners will have 30 years to 35 years of life). The entire lake including the existing portion will have a new RPE liner and new eroded concrete shorelines, new aeration equipment and two (2) new floating fountains with LED lights. Also, a new foot bridge is proposed at B4 so the existing lake width will be reduced at both sides of the foot bridge. This proposal included the 10' to 15' long foot bridge design.

There will not be water recirculation systems for any of the lakes. No pumping equipment or vault design is included in this design scope. The lake aeration equipment and floating fountain electrical power and control boxes will be located along lake shoreline or other designated spaces to be provided by client.

The storm drain pipeline from the lake overflow box to a storm drain facility is not included in the design. We will coordinate the outlet pipe size and invert, and stop the pipe at 5 feet from the overflow box.

Electrical power supply and control design for all new aeration equipment and floating fountains is not included in the proposal. Bid phase services, construction phase services, permitting assistance, site visits during construction, project meetings with City and/or other team members during design are not included in the proposal. If any of the above services will be required, a separate scope can be submitted, or additional costs can be billed according to the attached hourly labor rates schedule.

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

TASK 01 - Preliminary Design Plans – 50% Level Plans / Layout

Perform an initial engineering design plan layout for lake including:

- i. Lake finish and materials
- ii. Shoreline and lining
- iii. Shoreline/edge conditions
- iv. Geometry and layout
- v. Lake aeration and floating fountain

Review of the geotechnical report including recommendations on soil conditions. Provide preliminary layout and grading. We anticipate working in conjunction with the golf course designer.

Prepare the Preliminary Design Plans of the 50% improvement plan package which includes: (1) title sheet, (2) initial construction notes, (3) overall layout, (4) grading plan with edge condition details, (5) typical lake grading cross-section, (6) aeration piping horizontal plan location and pipe details. The plan and profile of the proposed facility will be prepared on standard sheets and title blocks at a 1"=40' scale for the design. The plan view will incorporate all of the base sheet data accumulated including digital topography background and project surrounding footprint data.

Deliverable: Electronic digital (pdf and drawing files) of the 50% Improvement Plan Drawings.

- Site Layout
- Grading Plan and Boundary/Edge Condition
- Footbridge plan view and section view
- Aeration Piping Horizontal Layout

- Preliminary Aeration Equipment Layout
- Typical Lake Geometric Grading Cross-Sections
- Lake Engineered Shoreline/Liner Cross-Sections
- Lake Fill Valving
- Preliminary design development details
- Preliminary electrical power requirement

TASK 02 - Final Engineering Design-100% Construction Drawings

Revisions to the 50% design submittals based on the review comments will be provided to generate the 100% plans for the lake and pump station improvements. Additional detailed information will be added to the improvement plans reflecting the 100% plan level as well as expanded construction notes and other information. These plans will incorporate the additional detailed information and adjustments in the proposed facilities. The necessary information will be added to ensure the design plans are consistent with the proposed contract bid items in the detailed specifications.

Deliverables: Electronic digital (pdf and CAD drawing files) of the 100% improvement plan drawings.

TASK 03 – Engineering Specifications

Prepare lake construction specifications corresponding to the lake portion of the Construction Specifications and Contract Documents suitable for bidding based on the list of different construction items generated at the particular design phase. The Client shall provide the consultant with (1) “boilerplate” standard specifications to verify the typical format before developing the specifications.

Deliverables: Electronic digital (pdf and excel) of the Specifications at the final design phase submittal.

SECTION B - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis a lump sum amount of **\$28,000**.

<u>Task Description</u>		<u>Professional Fee</u>
01	Preliminary Design Plans – 50% Level Plans / Layout	\$14,000
02	Final Engineering Design -100% Construction Drawings	\$11,000
03	Engineering Specifications	\$ 3,000
Total		<u>\$ 28,000</u>

TOTAL LUMP SUM AMOUNT: \$ 28,000

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.
 - d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
3. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD or C3D version 2019 or earlier.
4. No environmental documentation or support, including no environmental permitting.
5. No surveying or construction staking is included.
6. No architectural, landscape architectural or structural engineering design is included.
7. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.
8. Existing utility information research and mapping is not included and will be provided by Client.
9. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
10. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



2022 HOURLY LABOR RATES

Principal	\$265
Sr. Project Manager / Sr. Consulting Engineer	\$235
Sr. Electrical Engineer / Sr. GIS Analyst	\$225
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$220
Sr. Project Engineer / Sr. Design Engineer	\$200
Instrumentation & Controls Specialist	\$165
Project Engineer / Design Engineer II	\$170
Sr. CAD Designer	\$150
Design Engineer	\$135
Graphic Designer	\$115
CAD Designer / GIS Analyst	\$115
Project Coordinator	\$95
Administrative Support	\$90
Assistant Designer	\$80
G.P.S. Survey Unit (w/ Operator)	\$250
Expert Witness / Legal Consultation	\$350 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	\$0.59
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Fountain Valley, CA made this 16th day of March 2022, by and between **Sportfive** hereinafter called "Client," and **Pacific Advanced Civil Engineering, Inc. (PACE)**, a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for:

Lake System Design for City of Montebello Golf Courses

hereinafter called "Project."

- B. Consultant agrees to perform the following scope of services:

(See attached Scope of Services – Section "A" for a detailed description)

- C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

- D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)

CLIENT: Sportfive

By: 

By: _____

Name: Zirang Song, PE

Name: _____

Title: Vice President - Recreational Water Division

Title: _____

Job #: B960

Date: _____

**GENERAL PROVISIONS ATTACHED TO THAT CERTAIN
AGREEMENT BETWEEN CLIENT AND CONSULTANT
DATED March 16, 2022 (collectively, the "Agreement")**

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and **Sportfive** will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "**Lake System Design for City of Montebello Golf Courses**".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.

16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.
17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assignor transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of California. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Orange, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.



ENGINEERING FEE ESTIMATE PROJECT WORKSHEET

Project Data
Project Name: GC Lakes at City of Montebello Client: Sportfive PACE Job Number: B960 Estimate Date: March 16, 2022

2022 PACE Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$265
Sr. Proj. Mgr./Sr. Consulting Engr.	\$235
Sr. Electrical Engineer / Sr. GIS Analyst	\$225
Project Manager /Consulting Engr./Sr. I&C Specialist	\$220
Sr. Proj. Engr./Sr. Design Engr.	\$200
Instrumentation & Controls Specialist	\$165
Proj. Engr/Design Engineer II	\$170
Sr. CAD Designer	\$150
Design Engineer	\$135
CAD Designer/GIS Analyst	\$115
Graphic Designer	\$115
Project Coordinator	\$95
Administrative Support	\$90
Assistant Designer	\$80
G.P.S. Survey Unit (w/Operator)	\$250
Expert Witness/Legal Consultation	\$350 + Exp.

Total Fee: \$28,000

Item No.	Work Item Description	Estimated Manhours								Man-Power Subtotal	Contract Fee Amount Used
		Principal	Sr. Project Manager/Sr. Consulting Engr.	Sr. Electrical Engineer/Sr. GIS Analyst	Project Mgr./ Consulting Engr./ Sr. I&C Specialist	Sr. Project Engineer/Sr. Design Engr.	Project Engineer /Design Engr. II	Sr. CAD Designer	Project Coordinator		
01	Preliminary Design Plans – 50% Level Plans / Layout	10					18	60	2	\$14,000	\$14,000
02	Final Engineering Design -100% Construction Drawings	8					8	56		\$11,040	\$11,000
03	Engineering Specifications	2					10		8	\$2,990	\$3,000
TOTALS		20	0	0	0	0	36	116	10	\$28,030	\$28,000



April 28, 2022

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

RE: Amendment #5 – Electrical Engineering Services – Golf Course Items

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Electrical Engineering Services for the Montebello Golf Course Project. The services and fee includes:

Electrical for the Three (3) On-Course Lakes
Electrical for the Golf Irrigation System (Heads and Controllers, not existing Pump Station)
Electrical for the 6-Hole Short Course Lighting
Electrical for the Event Gazebo
Electrical for the Stub-Out for Potential Future 6-Hole Short Course Starter

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

The attached proposal is from Douglas Fredrikson Architects, Inc. Total additional fee is \$8,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$8,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #5, Electrical Engineering Services - \$8,925.

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

Sincerely,

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

Michael Angus / SportFive



April 13, 2022

Mr. Michael Angus
Sport Five Golf, LLC
7077 E. Marilyn Road, Suite 140
Scottsdale, Arizona 85254

Re: Montebello GC-Additional Services
DFA Project No. 19124

Dear Mike:

In accordance with our Agreement dated January 4, 2022 this will acknowledge and confirm your authorization for us to perform the additional services described herein.

The services furnished under this portion of our work will include, per your request, the following:

Project requires additional Electrical Engineering and Design Coordination for the following elements:

- Irrigation
- Lake
- Gazebo
- Stub out starter area
- 6 hole course

The cost for these services will be \$8,500.00. We estimate it will take two (2) months of time to finalize all aspects of the work. Upon completion we will consult with you to ensure overall program conformance. Upon your approval, we will issue all information to you for your use.

We will invoice you for all services mentioned and described above under a new project suffix number 19124.1 . We will further segregate and clearly identify the separate and distinct costs we incur, including all out-of-pocket expenses and reimbursables.

Services other than those mentioned and described herein will be performed only with your authorization. Upon receipt of your approval, we will commence with these services.

Sincerely,

DOUGLAS FREDRIKSON ARCHITECTS, INC.


Douglas W. Fredrikson, AIA, NCARB
Resident

Agreed and Accepted:

Sport Five Golf, LLC

By: _____

Title: _____

Date: _____



May 2, 2022

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

RE: Amendment #6 – Lake Design Changes to Incorporate a New Irrigation Pump Station

Dear Mr. Enriquez,

Attached is Additional Work Proposal for Lake Design Changes to Incorporate a New Irrigation Pump Station for the Montebello Golf Course Project. The services and fee includes:

Design coordination on Lake Point of Connections and Lake Design Invert Elevations
Design coordination for a new Intake Pipe
Design coordination for a new Intake Screen
Design coordination for new Wetwell

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

The attached proposal is from PACE, Inc. Total additional fee is \$3,500. Detailed information and a summary of projected hours and hourly rates is included. In addition to the \$3,500 fee, SportFive will add an additional five (5%) percent for coordination and management.

Total Fee for Amendment #6, Lake Design Changes - \$3,675.

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

Sincerely,

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

Michael Angus / SportFive



AUTHORIZATION FOR CHANGE ORDER

TO:	Sportfive	ATTN:	Michael Angus
	7077 E. Marilyn Road	DATE:	April 28, 2022
	Suite 140	PROJECT:	City of Montebello GC Lakes #B960
	Scottsdale, AZ 85254	C.O. AUTHORIZATION #:	01

The following design changes were not included in the original contract and our original design budget was exceeded. We are requesting authorization for additional budget.

Task 04 – Entry Lake Irrigation Pump Station Wet Well Intake Pipe **\$3,500**

1. Coordinate with the design team for the entry lake irrigation pump station intake pipe for pipe size, pipe layout, Point of Connection (POC), pipe invert and lake penetration.
2. Revise the entry lake plan to show the intake pipe to a proposed irrigation pump station wet well. The irrigation pump station and wet well design shall be by others.
3. Intake pipe plan and profile from the intake screen to the Point of Connection.
4. Add intake pipe with liner seal and intake screen installation details on lake plans.
5. Add pipe and intake screen specifications.
6. Re-submit the updated lake plans.

The Additional Amount of Compensation:

This Request - Change Order # 01: \$3,500

Estimated By: _____

Zirang Song, PE - PACE

04-28-2022

Date

AGREED TO AND ACCEPTED BY:

By _____
Sportfive

Date _____



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
James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Amend the Fiscal Year 2021-22 Capital Improvement Program Budget for Various Projects**

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Amend the Fiscal Year 2021-22 Capital Improvement Program Budget in the Amounts and for the Projects/Accounts Detailed on Attachment A; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The adopted Capital Improvement Program (CIP) budget for Fiscal Year 2021-22 is \$12,901,417 and utilizes funding from Gas Tax, Local Return Funds (i.e., Proposition C, Measure R, etc.), Measure W (Los Angeles County stormwater fee), Road Maintenance and Rehabilitation Account (RMRA/SB1), and Federal and State grants (i.e., CDBG, HSIPL, etc.).

The budget amounts included in the FY 2021-22 CIP represented either new funding necessary to begin a project or to continue a previously approved project. However, most of the projects that are part of the FY 2021-22 CIP budget are continued from prior years, as typically design, engineering, and construction span more than one fiscal year depending on the project. There are additional funds available in the various special funds that are not part of the \$12.901 million committed to the various projects, and which must be appropriated. In other words, an available fund balance exists from funds not being committed to a particular project or, in this case, not carrying over the committed project funds that were previously approved in prior CIP Budgets.

Amend the Fiscal Year 2021-22 Capital Improvement Program Budget for Various Projects

Page 2 of 2

The projects and funding sources summarized in Attachment A represent those projects requiring a budget amendment and lists projects that need to utilize unprogrammed funds due to previously appropriated amounts not being carried over from previous year(s) CIP Budgets. The “YTD Remaining Balance” column on Attachment A represents the appropriations needed for each project. In total, across the various funding sources, the budget increase will be \$1,035,553, spread over twenty-one (21) different projects.

As staff works to improve the entire budget process – operating and capital – situations such as this are uncovered and must be rectified in order to match year-to-date expenditure amounts with approved budgets. The recommended action will “clean-up” those projects where prior year adopted budget amounts were not properly carried over. Furthermore, this recommended action will assist staff in more accurately budgeting for continuing CIP projects when the FY 2022-23 budget is presented.

BACKGROUND

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 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 receives State Funding from Gas Tax and SB1 (Road Maintenance and Rehabilitation Account) to utilize for road projects and street improvements. These funding sources are the main contributors to the City’s various CIPs and how the CIP Budget is established.

Hence, staff in Public Works and Finance are working together to ensure committed project budgets are carried over as part of the year-end close process. The carry-over amounts are an imperative part of the committed project budgets and assist with accurately determining the fund balance of each funding source. This recommended action, along with an improved year-end carryover process, will help avoid requesting unprogrammed funds to be utilized for existing project expenses and assist with preparing future CIP budgets. Staff plans on preparing a 5-year CIP plan for future consideration by City Council to include all CIP Projects.

SUMMARY

Staff is recommending that the City Council approve amending the Fiscal Year 2021-22 Capital Improvement Program Budget in the amounts and for the Projects/Accounts Detailed on Attachment A.

ATTACHMENT:

- A. Attachment A – Capital Improvement Projects Budget Amendments

Increase Appropriations for each project by the amount in the "YTD Remaining Balance"

AS OF 3/31/22



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approval of Exclusive Permissive Use & Licensing Agreement No. 3982 with Samaljon Inc. for Grant Rea Park Batting Cages**

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a new Exclusive Permissive Use & Licensing Agreement No. 3982 with Samaljon. ("Licensee"); and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The terms of the updated agreement for an Exclusive Permissive Use & Licensing Agreement have been simplified to provide guaranteed annual lease revenue to the City, while simplifying the management of the agreement for both the Licensee (Samaljon, Inc.) and City staff. The Licensee shall pay the City a monthly License Fee. The License Fee shall cover the use of the site and operation of the facility seven days a week between the hours of 7:00 a.m. and 9:00 p.m., during the term of the agreement.

The Licensee shall pay the City a flat fee in the amount of One Thousand Dollars (\$1,000) per month during a "Peak Month" defined as January through July and a flat fee of Three Hundred Dollars (\$300) per month during a "Non-Peak Month" defined as August through December, or \$8,500 per year. The new lease agreement also includes adjustments to reflect annual changes to the Consumer Price Index (CPI). In addition, the Licensee shall

Approval of Exclusive Permissive Use & Licensing Agreement No. 3982 with Samaljon Inc. for Grant Rea Park Batting Cages

Page 2 of 2

maintain throughout the term of this agreement a current Montebello City Business License and timely pay all fees associated with the license.

BACKGROUND

Samaljon, Inc., currently has an agreement with the City to operate pitching machines at the batting cages located on a portion of Grant Rea Park. The Licensee installed the existing equipment in the batting cages and has had an agreement with the City of Montebello since 1971. The current Agreement expired in December 2020. The Batting Cages have been closed from March of 2020 to January of 2022 due to COVID-19 pandemic guidelines, City COVID-19 restrictions and park amenity closures.

Presently the Batting Cages have the following amenities that are maintained by the Licensee:

1. Six individual hitting areas.
2. Six pitching machines (four baseball and two softball).
3. Bats, balls, helmets, accessory equipment and other equipment used for the maintenance and operations of the batting cages.
4. An accessory building to be used for office and storage space.
5. Safety netting.

The new lease will be retroactive to the beginning of the year and is for a five-year period effective January 1, 2022 through December 31, 2027. The Licensee agrees to upgrade and maintain the equipment and facility and to schedule responsible staff, all in accordance with plans and specifications which have been approved by the City.

SUMMARY

The City Council will consider approving a new Exclusive Permissive Use & Licensing Agreement and authorize the City Manager to execute an Agreement on behalf of the City.

ATTACHMENTS:

- A. Attachment A – Exclusive Permissive Use and Licensing Agreement
- B. Attachment B – Agreement No. 2594, Original Agreement

CITY OF MONTEBELLO

**EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982
WITH SAMALJON, INC.**

This EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT ("Agreement") is made and entered into **January 1, 2022**, by and between the CITY OF MONTEBELLO, a California municipal corporation (the "City") and SAMALJON, INC., (the "Licensee"). The City and Licensee are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the City owns real property commonly known as "Grant Rea Park" located at 600 Rea Drive in the City of Montebello, which is currently utilized as a public park facility ("Subject Property"); and

WHEREAS, the Licensee owns and operates a batting cage facility ("Batting Cages") for-profit, and independent of the City located at the Subject Property since about 1971; and

WHEREAS, the Permissive Use & Licensing Agreement previously entered by and between the City and Licensee has now expired and the Parties have indicated a desire to continue the exclusive operation of the Batting Cages at the Subject Property for the benefit and in the best interest of City residents and visitors; and

WHEREAS, the Parties have agreed to enter into good-faith negotiations and memorialize the terms and conditions of this Agreement.

NOW, THEREFORE, the City and Licensee, in return for the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SECTION 1. RECITALS. The provisions of the above Recitals are incorporated into this Agreement by this reference.

SECTION 2. SITE. The Batting Cages shall operate within the area of the Subject Property depicted in Exhibit "A" hereto. Licensee shall not be entitled to deviate, relocate, locate, move or otherwise operate the Batting Cages outside of the

EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982

Page 2 of 9

permitted Subject Site and in the matter depicted in Exhibit "A" without first obtaining written permission from the City.

SECTION 3. GRANT OF LICENSE.

3.1 City hereby grants to Licensee an exclusive license to utilize the above described Site, for the location thereof of Licensee's Property here defined as:

- a) Batting cage with six (6) individual hitting areas in the manner shown in Exhibit "A."
- b) Six (4) pitching machines (consisting of 4 baseball and 2 softball);
- c) Fencing surrounding and within the Subject Site;
- d) Bats, balls, helmets, accessory equipment, and other equipment used for the maintenance and operation of the Batting Cages; and
- e) Accessory building to be used for office and storage space exclusively in the manner shown in Attachment "A."
- f) Exhibit "B" is a list of equipment that shall remain at all times as Licensee's Property.

3.2 Nothing contained herein shall be construed as:

- a) Granting to the Licensee title, property ownership, or any rights in the Subject Property;
- b) Granting to the City title, property ownership, or any rights in Licensee's Property; and
- c) Creating a partnership, or joint venture relationship between the City and Licensee.

3.3. The Licensee shall not, at any time, record or attempt to record this Agreement, any memorandum thereof, or any other instrument against the Subject Property. The license granted to Licensee shall be limited to the terms set forth herein.

SECTION 4. TERM AND TERMINATION.

4.1 The term of this Agreement shall commence on January 1, 2022 and shall be in full force and effect for five (5) years ("Term") unless earlier terminated as provided herein.

4.2 The Licensee shall be allowed to operate the Batting Cages seven days per week between the hours of 7:00 a.m. and 9:00 p.m. Any deviation from the dates, times and hours of operation herein specified must be approved in writing and in advance by the City.

4.3 Either party shall have the right to terminate the Agreement, without cause or for convenience at any time with 90-days' written notice to the other party. Upon 90-days' written notice of termination, both parties shall cooperate with reasonable practice and to the fullest extent possible under the circumstances to winddown any obligations set forth in this Agreement.

SECTION 5. LICENSEE'S OBLIGATIONS.

5.1 Fees. The Licensee shall pay the City a flat fee in exchange for the license granted herein as follows:

- a) Peak Months. The Licensee shall pay the City a flat fee of \$1,000 per month during a "Peak Month" defined as January through July.
- b) Non-Peak Months. The Licensee shall pay the City a flat fee of \$300.00 per month during a "Non-Peak Month" defined as August through December.

5.1.1 Fee Adjustments and Modifications. The Parties hereto agree that there may be circumstances under which the fees defined in Subsection 5.1 "Fees" may need to be adjusted or modified to reflect either increases or decreases due to fluctuations in the Consumer Price Index ("CPI") or changes in the Licensee's taxable possessory interest ("PI") caused by a change in ownership, or completion of new construction under the guidelines of Proposition 13 ("Change in Circumstances"). When and if such Change in Circumstances arises, the parties agree to proceed in good-faith negotiations to adjust the fees defined in Subsection 5.1 based on reliable evidence, including but not limited to, the latest CPI and documents reassessing the Licensee's PI by the Los Angeles County Office of the Assessor. Such fee adjustment or modification shall be made in writing and shall not take effect until all parties execute such writing as an "Amendment" to this Agreement.

5.2 Business License. The Licensee shall maintain, throughout the term of this Agreement, a current Montebello City Business License and timely pay all fees associated with that business license. In addition, should any real or personal property tax be imposed upon any building or other structure constructed by Licensee upon the Facility, or upon the Site itself by means of a "possessory interest" tax or other lawfully imposed tax, including, but not limited to, a business license tax, or assessment, Licensee shall make timely payment of such taxes.

5.3 Operation. The Licensee agrees to operate the Batting Cages Facility in accordance with the following requirements:

EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982

Page 4 of 9

- a) Batting Cages shall be open to all members of the general public at a uniform charge and only during the times specified in Section 4 above;
- b) The Licensee, at his sole expense, shall maintain the Batting Cages and equipment as constructed hereunder in a reasonable manner, compatible with the surrounding and adjacent public park usage by the City; and
- c) Upon receiving a ten-days' (10-days') prior notice from the City, the Licensee shall refrain from usage of the Site, permitted hereunder during special events such Fourth of July, and other similar occasions designated by the City, not to exceed five (5) days.

5.4 Maintenance.

- a) The Licensee shall maintain, at his sole expense, the Batting Cages and Site, all in accordance with plans and specifications which have been approved by the City herein. The City shall have the right to enforce such plan as may be necessary to render the use proposed hereunder compatible with the continued use of the adjacent park area.
- b) The Licensee, at its sole expense, shall maintain storm drainage facilities so as to adequately drain the Site, in accordance with the direction of the Montebello City Engineer. The Licensee shall bear all costs of connection charges for such utilities as may be necessary, in the Licensee's opinion, to service the Site and the use permitted thereon. The Licensee shall bear the cost of all utility services, except that after the Licensee has connected to the existing water facilities, which are owned by the City and located on the Subject Property, that there shall be no direct charge to Licensee as and for water utilized on said Site.
- c) The Licensee shall at its sole expense keep and maintain the Site in good repair during the Term of this Agreement.
- d) The Licensee shall not make any additional, permanent alterations or improvements to the Site from the first date appearing in this Agreement above moving forward. The Licensee shall remove any existing alteration, addition or improvement and restore the Site to its original condition at its own expense upon termination and agrees to repair, replace or compensate the City for any substantial damage or excessive cleanup cost at the Site sustained by the City upon termination of this Agreement, as determined by the City in its sole discretion.

5.5 Property.

- a) The Licensee shall maintain the facility as referenced Section 5.4. The City reserves the right to acquire, at a price to be negotiated upon termination of the Agreement, any other items transferred or used from the

existing batting cages as listed in Attachment "B" attached hereto. Any items not acquired by the City may be removed by the Licensee at his expense and to the extent that removal of such items will not damage the remaining facility.

SECTION 6. CITY'S OBLIGATIONS.

6.1. Unreasonable Interference. In fulfillment of the City's obligations and consideration under this Agreement, the City shall make the Subject Site available to Licensee for the purposes stated in this Agreement and shall not unreasonably, except as specified herein, interfere with Licensee in the exercise of any of its rights or responsibilities under this Agreement.

6.2 Parking. The City agrees to permit patrons of Licensee to utilize off-street parking facilities available on the Subject Property, provided that the City reserves the right to reconstruct and/or relocate the existing off-street parking facilities as it may deem necessary. City agrees to maintain reasonable pedestrian access to the Batting Cages, consistent with the Park use of the adjacent property.

6.3 Exclusive Use. The City agrees that this is an exclusive Agreement as such, only Licensee will be the only licensed operator of the Batting Cages or similar setup on the Subject Property on a for-profit basis. Licensee understands that other Batting Cages or similar set-ups may be allowed on a case-by-case basis by the City to operators of non-profit agencies including, but not limited to, youth and community group sport organizers on a non-licensed, non-permanent basis.

SECTION 7. NOTICES. Notices pursuant to this Agreement, shall be given by United States mail, registered or certified with return receipt requested, postage prepaid, addressed to the Parties hereto as follows:

To City: City of Montebello
Attention: Director of Recreation and Community Services
1600 West Beverly Blvd.
Montebello, CA 90640

To Licensee: Samaljon, Inc.
Attention: Steve Manookian
P.O. Box 231
Montebello, CA 90640

SECTION 8. INSURANCE.

EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982

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8.1 Licensee shall procure and maintain in full force and effect, throughout the term of this Agreement, liability insurance in minimum amounts to be approved by the Licensors Risk Manager, naming the City as an additional insured. A certificate of said insurance shall be submitted to the Director of Recreation and Community Services for approval and thereafter filed with the Montebello City Clerk.

8.2 Licensee shall also, during the term of the Agreement, take out and keep in effect commercial general liability for the following policies of insurance:

- a) Comprehensive General Liability to include coverage for, personal injury and property damage in limit of \$1,000,000 C.S.L. (Combined Single Limit). Any deductible is to be paid by the Licensee.
- b) Worker's Compensation to the established California legal limits. The "City of Montebello" shall be specifically named as an additional insured on the policy

8.3 Should any of the above-described policies be canceled before the expiration or termination of this Agreement, for any reason, the Licensee shall immediately cease and desist from all activities at the site upon said notice of termination and shall additionally immediately notify the Licensors through registered mail, addressed to Director of Recreation and Community Services, 1600 West Beverly Blvd., Montebello, CA 90640.

SECTION 9. INDEMNIFICATION.

9.1 The Licensee agrees to indemnify the City, its officers, employees and agents against and will hold and save each of them harmless from any and all obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization arising out of our related to the negligent acts, willful misconduct, errors or omissions of the Licensee, its agents, employees subcontractors, or invitees.

9.2 The Licensee will defend any actions or actions filed in connection with said claim, damages, penalties obligations or liabilities and will pay all reasonable costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

9.3 The Licensee will promptly pay any judgment rendered against Licensee, its officers, employees and agents for any such claims, damages, obligations or liabilities.

EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982

Page 7 of 9

9.4 In the event that the City, its officers, employees and agents are made a party to any action or proceeding filed or prosecuted against the Licensee for such claims or other damages arising out of or in relation to the negligence, willful misconduct, errors or omissions of Licensee hereunder, Licensee agrees to pay the City, its officers, employees and agents, for any and all costs and expenses incurred by the City, its officers, employees and agents in such actions and proceedings including, but not limited to, reasonable attorney's fees.

9.5 It is understood by the parties herein that Licensee shall not be responsible for any and all obligations or liabilities that may be asserted or claimed against the City arising out of, or made in connection with, the design and build of the Batting Cages.

SECTION 10. ASSIGNMENTS. Licensee shall not be permitted to assign any right or duty arising pursuant to this Agreement, to any person without the written consent of the City.

SECTION 11. ADDITIONAL PROVISIONS.

a) **Condition of Facilities.** The City makes no representation as to the quality, condition or status of the Subject Site and Site. The Licensee shall assume responsibilities of the Site on an "as-is" condition.

b) **Severability.** If one or more of the provisions of the Agreement shall be or become invalid, illegal or unenforceable, under any duly promulgated and applicable law, order, or regulation, the validity, and enforceability of the remaining provisions contained herein shall not be in any way affected, impaired, prejudiced, or disturbed as a result.

c) **Entire Agreement.** This Agreement contains the entire understanding between the City and Licensee. 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 all Parties. 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.

d) **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.

e) **Governing Law.** This Agreement shall be interpreted and construed according to the laws of the State of California.

f) **Authority to Sign.** Each party has read this Agreement and understands and knows the contents thereof, and represents and warrants that the person signing this Agreement on behalf of their respective party is empowered to do so and hereby binds the respective party.

g) **Counterparts.** This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

EXCLUSIVE PERMISSIVE USE & LICENSING AGREEMENT NO. 3982

Page 9 of 9

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

("CITY)

("LICENSEE")

CITY OF MONTEBELLO

SAMALJON, INC

René Bobadilla, City Manager

Steve Manookian, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Subject Property
- Exhibit B – Equipment List

(Exhibit A)

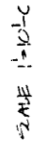




EXHIBIT "B"

1. 350 l.f. 8' chain link fencing
2. Six (6) net blue poles
3. Building (except new electrical service and foundation)
4. Two (2) wide chain link gates
5. Netting in front of pitching machines
6. Five (5) hard rubber backstops
7. Four (4) coin boxes
8. Small mesh chain link fencing material used above pitching machines

Agreement No. 2594

**PERMISSIVE USE & LICENSING
AGREEMENT**

This Permissive Use & Licensing Agreement shall be duly executed prior to the date of commencement, January 1, 2010 by the designated official of the City of Montebello, a municipal corporation, hereinafter referred to as the **LICENSOR** and SAMALJON, INC., a California corporation, by and through its President, Alfred Manookian hereinafter referred to as **LICENSEE**. The Licensor and Licensee may be referred to hereafter, and collectively, as the **PARTIES**.

RECITALS:

A. Licensor owns the real property commonly known as "Grant Rea Park" located at 600 Rea Drive in the City of Montebello, which is currently utilized as a public park facility, hereinafter referred to as the **Subject Property**.

B. Licensor and Licensee have previously entered into a certain "Concession Agreement Grant Rea Park Baseball Pitching Machines" (also referred to as "Agreement No. 1818") dated on or about January 1, 2004, whereby the Licensor granted Licensee the exclusive license to install and operate a Batting Cages Facility, hereinafter referred to as the **SITE**, within a specific location on the Subject Property.

C. Agreement No. 1818 between Licensor and Licensee is set to terminate on December 2009.

D. Licensee has indicated a desire to continue the operation of the Batting Cages Facility, and the Licensor agrees that such a continuance would benefit and be in the best interest of the recreational program.

NOW, THEREFORE, THE LICENSOR AND THE LICENSEE COME INTO THE AGREEMENT AS FOLLOWS:

1. **Recitals.** The provisions of the above Recitals are incorporated into this Agreement by this reference.

2. **Site.** The Batting Cages Facility is located and operated in an area within the Subject Property, depicted in Attachment "A" hereto, as set forth by the Licensors.

3. **Grant of License.** Licensors hereby grants to Licensee an exclusive license to utilize the Site, above described, for the location thereon of six (6), (4 baseball, 2 softball) pitching machines, fencing and an accessory building, the latter to be used for office and storage space exclusively, in the manner shown on Attachment "A" hereto. No deviation of the Site shall be permitted, insofar as the location of the Batting Cages Facility is concerned, except upon the written approval of the Licensors. Nothing contained herein shall be construed as (1) granting to Licensee any property or ownership rights in the Subject Property, (2) granting title to Licensee or any right, or interest in or to any personal property of the Licensors, or (3) creating a partnership, or joint venture relationship between Licensors and Licensee. Licensee shall not, at any time, record or attempt to record this Agreement, any memorandum thereof, or any other instrument against the Subject Property. The license granted to Licensee shall be limited to the terms set forth herein.

4. **Maintenance of Storm Drain Facilities.** Licensee, at his sole expense, shall maintain storm drainage facilities so as to adequately drain the Site, in accordance with the direction of the Montebello City Engineer. Licensee shall bear all costs of connection charges for such utilities as may be necessary, in the Licensee's opinion, to service the Site and the use permitted thereon. Licensee shall bear the cost of all utility services, except that after Licensee has connected to the existing water facilities, which are owned by Licensors and located on the Subject Property, that there shall be no direct charge to Licensee as and for water utilized on said Site.

5. **Licensors's reservation of right to close the Site.** Notwithstanding the grant of license provided to Licensee as set forth in Paragraph 3 above, the Parties agree and acknowledge that the Licensors reserves the right to require Licensee

close the Site and terminate operation of the Batting Cages Facility in the event that Licenser determines that such a closure of the Site or termination of the operation of the Batting Cages Facility is needed for the Licenser's projects, including, but not limited to, emergency repairs of the Subject Property. In an emergency or when the Licenser's project has gone past estimated deadlines shall the Licenser request the Licensee to close from February to November of any year in this agreement, since that would put great hardship upon the Licensee and the boys and girls of the Local Baseball and Softball Leagues.

To the extent feasible, Licenser shall provide 30 day notice, to Licensee prior to exercising this right to close the Site. Licensee shall be entitled to a rent credit from Licenser as a result of the Licenser's exercise of such right. The rent credit shall be no rent charges for the days required to be closed and a credit of one day of future rent for everyday required to be closed. The rent credit shall be equal to the daily amount of the respective Licensee Fee or Supplemental License Fee; as such terms are defined in Paragraph 7 herein, up to the maximum amount of the Licensee Fee or Supplemental License Fee. In no event shall the refund or credit paid to Licensee, as a result of Licenser's exercise of that right set forth herein, be more than the respective total amount of the Licensee Fee or Supplemental License Fee. Licensee further agrees and acknowledges that it shall not be entitled to any additional compensation from Licenser's exercise of the right to use the Site as set forth herein.

Licensee's failure to comply with Licenser's exercise of this right as set forth in this Paragraph shall be a sufficient basis for a finding of non-compliance by Licensee of the terms and conditions of this Agreement, and grounds for termination of this Agreement by the Licenser pursuant to Paragraph 11(d) herein.

6. Facility. Licensee shall maintain, at his sole expense, the Facility and Site, all in accordance with plans and specifications which have been approved by the Licenser. The Licenser shall have the right to enforce such plan as may be necessary to render the use proposed hereunder compatible with the continued use of the adjacent park area.

7. License Fee.

(a) Licensee shall pay Licensors an annual license fee in return for the license provided herein and hereinafter referred to as **License Fee**. The License Fee shall cover the use of the Site and operation of the Facility for an annual seven-month period, commencing February 1st and ending August 31st, during the term of the Agreement. The initial License Fee shall be in the amount of \$6,386, which shall cover the period of February 1, 2010 to August 31, 2010. Every year thereafter, the License Fee shall be increased in an amount equal to the percentage increase of the annual Los Angeles Area Consumer Price Index ("CPI") of which yearly increases of the annual Los Angeles Area CPI shall not be less than one percent (1%) or more than eight percent (8%). The License Fee shall be paid in equal installments, payable in advance, when invoiced from the Licensors, on the 1st day of each month; February, March, April, May, June, July and August, commencing in year 2010 and continuing for the subsequent years of the term of this Agreement.

(b) Licensee may operate the Batting Cages Facility in January, September, October or November (Batting Cages Facility shall not operate, and is not allowed to operate, in the month of December) in any given year, throughout the term of this Agreement, provided that Licensee pays the Licensors a supplemental Licensee Fee ("Supplemental License Fee") for each month stated herein. The Licensee will notify the Licensors the amount of days of operation for the previous month. The Licensors will send an invoice for the Supplemental License Fee due. The initial Supplemental License Fee shall be in an amount of \$16.81 per day plus the annual CPI increase for the Los Angeles Area.

(c) In addition, Licensee shall maintain, throughout the term of this Agreement, a current Montebello City Business License and timely pay all fees associated with that business license. In addition, should any real or personal property tax be imposed upon any building or other structure constructed by Licensee upon the Facility, or upon the Site itself by means of a "possessory interest" tax or any other lawfully imposed tax, including, but not limited to, a business license tax, or assessment, Licensee shall make timely payment of such taxes.

(d) Failure to pay such License Fee or tax shall be a sufficient basis for a finding by the Montebello City Council of non-compliance by Licensee of the terms

and conditions of this Agreement, to which this Agreement may be terminated pursuant to Paragraph 11(d) of this Agreement.

8. **Indemnification.** Licensee agrees to indemnify Licenser, its officers, employees and agents against and will hold and save each of them harmless from any and all obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or related to the negligent acts, willful misconduct, errors or omissions of Licensee, its agents, employees, subcontractors, or invitees.

(1) Licensee will defend any action or actions filed in connection with said claim, damages, penalties, obligations or liabilities and will pay all reasonable costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

(2) Licensee will promptly pay any judgment rendered against Licensee, its officers, employees and agents for any such claims, damages, obligations or liabilities.

(3) In the event that the Licenser, its officers, employees and agents are made a party to any action or proceeding filed or prosecuted against Licensee for such claims or other damages arising out of or in relation to the negligence, willful misconduct, errors or omissions of Licensee hereunder, Licensee agrees to pay the Licenser, its officers, employees and agents, for any and all costs and expenses incurred by Licenser, its officers, employees and agents in such actions and proceedings including, but not limited to, reasonable attorneys' fees.

9. **Insurance.**

(a) Licensee shall procure and maintain in full force and effect, throughout the term of this Agreement, liability insurance in minimum amounts to be approved by the Licenser's Risk Manager, naming the Licenser as an additional insured in order to carry out the provisions of Paragraph 7, above. A certificate of said insurance shall be submitted to the Director of Municipal Services for approval and thereafter filed with the Montebello City Clerk.

(b) Licensee shall also, during the term of the Agreement, take out and keep in effect commercial general liability for the following policies of insurance.

(1) Comprehensive General Liability to include coverage for, personal injury and property damage in limit of \$1,000,000 C.S.L. (Combined Single Limit). Any deductible is to be paid by the Licensee.

(2) Workers' Compensation to the established California legal limits. The "City of Montebello" shall be specifically name as an additional insured on the policy.

(c) Should any of the above-described policies be canceled before the expiration or termination of this Agreement, for any reason, the Licensee shall immediately cease and desist from all activities at the site upon said notice of termination and shall additionally immediately notify the Licensor through registered mail, addressed to Risk Manager, 1600 West Beverly Boulevard, Montebello, CA 90640. Licensee shall file any required Certificates of Insurance with the Licensor's Department of Municipal Services. The certificates shall comply with all the insurance requirements as previously stated. "Split" limit may be substituted if the total per occurrence equals or exceeds the combined single limit amount. Failure to obtain and maintain said insurance shall be a sufficient basis for a finding of non-compliance by Licensee of the terms and conditions of this Agreement, and grounds for termination pursuant to Paragraph 11(d) of this Agreement.

10. Term. The term of this License Agreement shall be for a period of five (5) years, commencing January 1, 2010, continuing through and including, the 30th day of December, 2014. Licensee shall have the option to extend the initial term one (1) time for a five (5) year extension, provided that terms and conditions remain the same, or as mutually agreed upon by the parties unless terminated in the manner hereinafter described. Licensee's exercise of the option to extend is subject to the following conditions: (i) the extension option may be exercised only by written notice delivered by the Licensee to the Licensor not later than six (6) months prior to the expiration of the initial term and (ii) only if, as of the date of the delivery of notice, Licensee is not in default under this Original agreement and any amendments thereto.

11. Termination. This Agreement may be terminated prior to the normal expiration of the term hereof, as defined by the conditions of this section:

(a) By mutual agreement of the parties hereto, as evidenced in a written document properly executed and signed by both parties; or

(b) By Licensee during the first two years of this Agreement and prior to August 31 of the year in which cancellation is desired, by ninety (90) days written notice given to Licenser, at the address and in the manner provided in Paragraph 16 hereof, by Licensee of the intent to terminate this Agreement with the termination to be effective upon the 91st day after the giving of such notice; or

(c) By Licensee, during the last three years of this Agreement and prior to August 31 of the year in which cancellation is desired, by sixty (60) days written notice to Licenser, at the address and in the manner provided in Paragraph 16 hereof, of the intent to terminate this Agreement with the termination to be effective upon the 61st day after the giving of such notice; or

(d) By Licenser, upon a finding by the Montebello City Council that Licensee has not complied with the terms and conditions of this Agreement. Prior to making such finding, the Montebello City Council shall conduct a hearing, and shall give the Licensee at least (10) days notice of the time and place of such hearing. At the time of such hearing, the Montebello City Council shall consider all relevant evidence, and exclusively based thereon, shall determine whether Licensee has failed to comply with the provisions of this Agreement, and whether to terminate this Agreement with Licensee. The Montebello City Council's determination shall be final and conclusive.

(e) By Licenser, without further liability on not less than six (6) months prior written notice if Licenser determines that they do not want any batting cages on the Subject Property. The Licenser reserves the right to determine use of the Site and any expansion or development of the Subject Property/public park facility, or any other development of the Licenser.

12. Assignment. Licensee shall not be permitted to assign any right or duty arising pursuant to this Agreement, to any person without the written consent of the City.

13. Operation. Licensee agrees to operate the Batting Cages Facility in accordance with the following requirements:

(a) said Batting Cages Facility shall be open to all members of the general public at a uniform charge; and

(b) said Batting Cages Facility shall be open for use from February 1st to August 31st of each calendar year during the term hereof; the hours of operation during which said Facility shall be open, shall be established by the Licensee and approved by the Licensors. If Licensee desires to keep the said Batting Cages Facility open at any time during the calendar year, except for during the month of December and other than the period of February 1st through August 31st, as hereinabove described, an additional licensee fee shall be charged, as provided in Paragraph 7(b) hereof; and

(c) that Licensee, at his sole expense, shall maintain the Batting Cages Facility and equipment as constructed hereunder in a reasonable manner, compatible with the surrounding and adjacent public park usage by the City; and

(d) that upon receiving a 10 day prior notice from the Licensors, the Licensee shall refrain from usage of the Site, permitted hereunder during special events such as Fourth of July, and other similar occasions designated by the Licensors, not to exceed five (5) days.

(e) failure to operate the Facility in accordance with the requirements of Paragraph 13, in its entirety, shall be a sufficient basis for a finding by the Montebello City Council of non-compliance by Licensee of the terms and conditions of this Agreement, and grounds for termination as provided in Paragraph 11(d) hereof.

14. Parking Facility Access. Licensors agree to permit patrons of Licensee to utilize off-street parking facilities available on the Subject Property, provided that the Licensors reserve the right to reconstruct and/or relocate the existing off-street parking facilities as it may deem necessary. Licensors agree to maintain reasonable pedestrian access to the Batting Cages Facility, consistent with the Park use of the adjacent property.

15. Acquisition of Facility's Equipment upon Termination. Licensee shall maintain the Facility as set forth herein. The City reserves the right to acquire, at a price

to be negotiated between the Parties upon termination of the Agreement, any other items transferred or used from the existing cages for the construction of the new cages, as listed in Attachment "B" attached hereto. Any items not acquired by the City shall be removed by Licensee at his expense and to the extent that the removal of such items will not damage the remaining Facility.

16. Notices. Notices pursuant to this Agreement, shall be given by United States mail, registered or certified with return receipt requested, postage prepaid, addressed to the Parties hereto as follows:

To Licensors: City of Montebello
 Attention: Director of Municipal Services
 1600 West Beverly Blvd.
 Montebello, CA 90640

To Licensee: Samaljon, Inc.
 Attention: Steve Manookian
 P.O. Box 231
 Montebello, CA 90640

17. Miscellaneous Provisions.

(a) Licensee will act hereunder at all times as an independent contractor. This Agreement shall not and is not intended to constitute Licensee as an agent, servant, or employee of the Licensors and shall not and is not intended to create the relationship of partnership, joint venture or association between the Licensors and Licensee. Licensee shall have no power or authority to incur any debt, obligation or liability on behalf of Licensors. The Licensors do not grant Licensee any authority or right, expressed or implied, to assume or create any obligation or responsibility on behalf of Licensors or to bind Licensors in any manner.

(b) Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. Should any dispute regarding the interpretation or application of this Agreement lead to litigation, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

(c) 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.

(d) This Agreement shall be binding upon each of the Parties hereto.

(e) This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the County of Los Angeles, State of California.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

(g) This Agreement contains the entire understanding between the Licensors and Licensee. 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.

(h) This Agreement shall become effective as of the date set forth on which the last of the Parties, whether City or Licensee, executes said Agreement ("Effective Date" herein).

[Signature Page to follow.]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Parties as of the day and year set forth below.

CITY OF MONTEBELLO,
a Municipal Corporation
("Licensor")

Date: 12/15/09

By: William M. Molinari
William M. Molinari, Mayor

ATTEST:

Robert J. King
Robert J. King, City Clerk

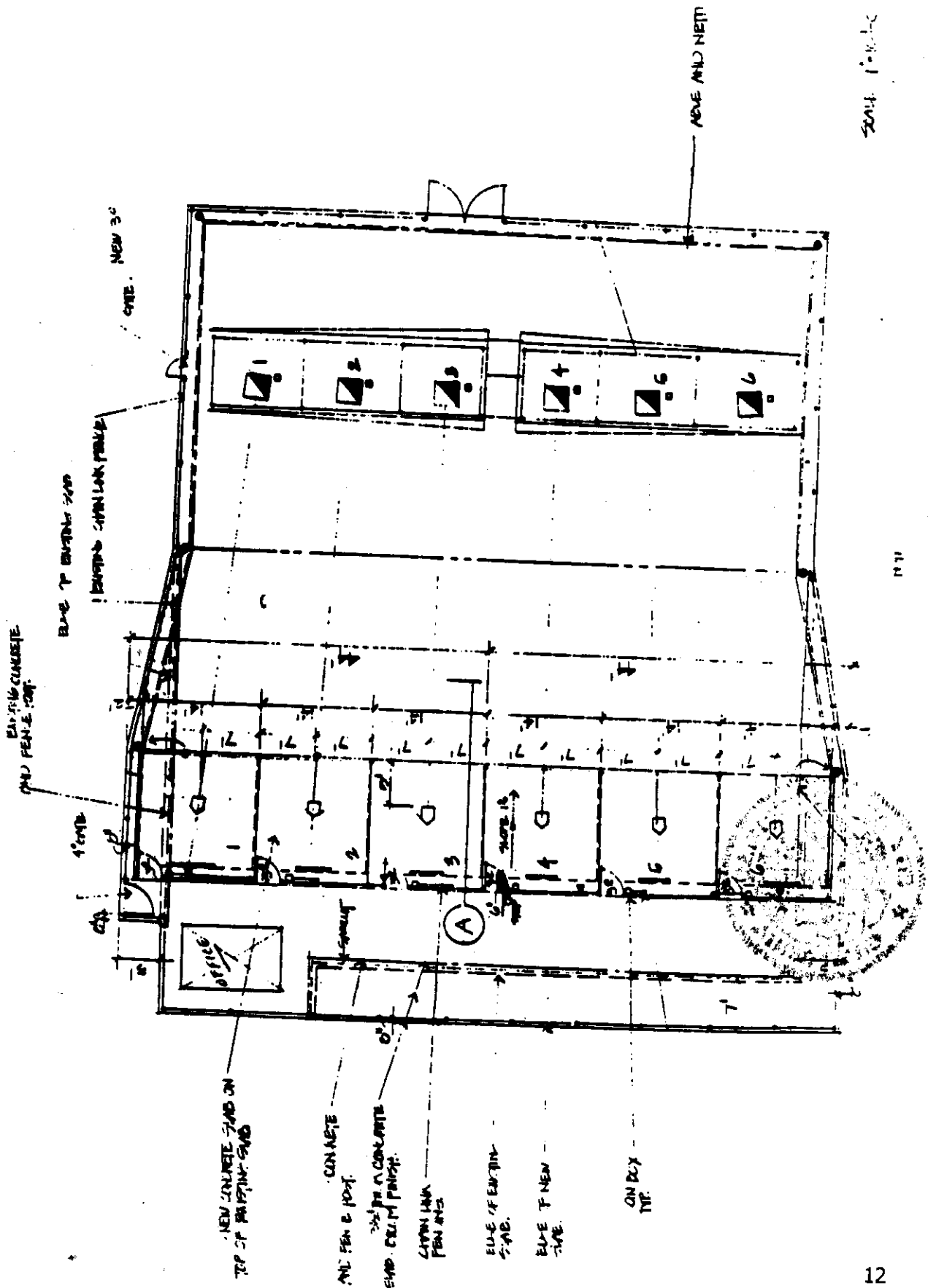
SAMALJON, INC.,
a California Corporation
("Licensee")

Date: 12/17/09

By: Alfred Manookian
Alfred Manookian, President
Steve



Attachment "A" -- Rendering of Site and Facility (to be attached)



ATTACHMENT "B"

1. 350 1.f. 8' high chain link fencing.
2. Six (6) net blue poles.
3. Building (except new electrical service and foundation).
4. Two 18: wide chain link gates
5. Netting in front of pitching machines.
6. Five (5) hard rubber backstops.
7. Four (4) coin boxes.
8. Small mesh chain link fencing material used above pitching machines.

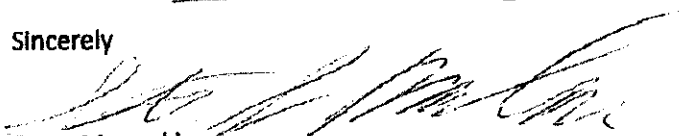
4-07-2014

Re: picking up the option on Lease 2594

To: City of Montebello ,
From: Samaljon Inc. and the Montebello Batting Cages.

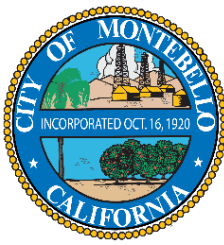
Based on the lease 2594, we are picking up our 5 year option to extend the lease to December, 2019.

Sincerely



Steve Manookian

4/7/2014 11:50am



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: Approval to Submit Application for the Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the submission of the grant application for the Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The Los Angeles County Board of Supervisors directed the Chief Executive Office Homeless Initiative to create a \$10 million Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund. The funding opportunity is available to cities and Councils of Government (COGs) to submit a competitive grant application. The City’s Operation Stay Safe project (i.e., “Tiny Homes”) is eligible to receive up to \$876,000 based on the CCOGIHS Interim Housing Bed Rate. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds.

BACKGROUND

The Los Angeles County Board of Supervisors recognizes the importance of supporting cities and Councils of Government across the County to strengthen the region’s homeless housing and services system. As such, the Board directed the Chief Executive Office Homeless Initiative to create a \$10 million Cities and Councils of Governments Interim

Approval to Submit Application for the Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund

Page 2 of 2

Housing Services (“CCOGIHS”) Fund to support services at interim housing projects located in local jurisdictions to create a pathway for people experiencing homelessness (“PEH”) to secure permanent housing.

The County will be allocated State of California Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP 3”) funding. HHAP 3 provides flexible block grant funds to Continuums of Care, large cities with populations of 300,000 and above, and counties to build on the regional coordination created through previous California Homeless Coordinating and Financing Council grant funding and supports local jurisdictions in their unified regional responses to reduce and end homelessness. The Board approved allocating \$10 million of the County’s HHAP 3 funds to the CCOGIHS Fund.

The CCOGIHS Fund will be used to provide grants to cities and COGS in the County that are in need of financial support to provide services at interim housing sites.

DISCUSSION

The Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund is accepting applications. Applicants may apply for funding to expand or develop local interim housing capacity to address homelessness and move PEH into permanent housing. Programs and activities must be based on evidence-based solutions that prevent, reduce and end homelessness.

The Fire Department is seeking to submit a grant proposal requesting funding that will be used towards operating costs and supportive services for Operation Stay Safe (i.e., “Tiny Homes”). The Tiny Homes Pilot Program is a collaboration with the San Gabriel Valley Regional Housing Trust (SGVRHT) and the San Gabriel Valley Council of Governments (SGVCOG). The City’s MCAP team will play an instrumental role in coordinating and overseeing the continuum of care for participants entering Operation Stay Safe. MCAP will act as the gatekeeper and evaluate referrals to the program for eligibility. The supportive services provided by MCAP include crisis intervention, diversion, problem solving, and housing placement.

SUMMARY

That the City Council approve the submission of the grant proposal application for the Cities and Councils of Governments Interim Housing Services (“CCOGIHS”) Fund

ATTACHMENTS:

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fernando Pelaez, Fire Chief

SUBJECT: Appropriation of Grant Award Funds from the California Fire Foundation Spring 2022 Grant Cycle

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the appropriation of \$15,000 awarded to the Fire Department by the California Fire Foundation; and
- 2) Amend the Fiscal Year 2021-22 budget by increasing appropriations by \$15,000 in Account No. 265-85-855-4198 and 265-85-855-6010.60 (Grants, Fire, CA Fire Foundation, Misc Grants [Revenue] and Machinery & Equipment – Personal Protective Equipment [Expenditures]); and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The California Fire Foundation awarded the Fire Department a grant in the amount of \$15,000 on April 28, 2022 (Attachment A). This funding opportunity has no local matching funds requirement.

Funding for this project will be appropriated in Account Nos. 265-85-855-4198 and 265-85-855-6010.60 (Grants, Fire, CA Fire Foundation, Misc Grants [Revenue] and Machinery & Equipment – Personal Protective Equipment [Expenditures]). Staff is requesting the Fiscal Year 2021-22 budget be amended to increase appropriations by \$15,000 in each of those accounts.

Appropriation of Grant Award Funds from the California Fire Foundation Spring 2022 Grant Cycle

Page 2 of 3

BACKGROUND

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

According to the California Fire Foundation, the current wildfire risk is in a continuous state of disaster alert and critical impact to individuals and communities. The State of California has felt the impact of climate change more acutely, with disastrous consequences, especially with devastating wildfires fueled by severe droughts and heat waves; flooding and mudslides driven by heavy rains; and erosion and coastal damage from rising sea levels. Communities across the state are experiencing first-hand this new normal; with extreme weather variations, and increasingly dangerous wildfires afflict our state on a regular basis.

The City of Montebello is experiencing an increase of fire incidents due to natural causes and either purposely or not purposely done. Since July 1, 2021 to February 21, 2022 the Fire Department has responded to a total of 139 different types of fire incidents that is 24% of 7,347 total incidents. To that end, Staff received direction at the March 9, 2022 City Council meeting to apply for this grant (Attachment B).

DISCUSSION

The focus of the California Fire Foundation grant received by the Fire Department will be on supporting wildfire preparedness and/or prevention efforts, which protect and enhance the public's safety and/or the safety of California's firefighters and other first responders. The grant award will provide funding for Personal Protective Equipment and Specialized Firefighting Equipment, allowing the Fire Department to establish the Montebello Fire Rapid Extraction Module Support Team (REMS Team). The REMS team will function in a wildland fire incident (Local or State), and will be pre-staged as the rescue team comprised of experienced Emergency Medical Technicians and Paramedics that are assigned to a wildland fire to provide firefighters safe, effective and efficient methods of egress off the fire line in the event of injury or illness incurred during firefighting operations.

Given the City's proximity to wildland areas that frequently burn and require appropriate and specific equipment in order to properly and safely respond, this grant opportunity will provide an opportunity to purchase wildland equipment for our Department. The additional funding resources provide much needed operational infrastructure to support the Fire Department's overall strategic goals in the delivery of fire prevention and wildland protection services to the community.

Appropriation of Grant Award Funds from the California Fire Foundation Spring 2022 Grant Cycle

Page 3 of 3

SUMMARY

That the City Council approve the appropriation of \$15,000 awarded to the Fire Department by the California Fire Foundation and amend the FY 2021-22 budget by increasing appropriations in Account Nos. 265-85-855-4198 and 265-85-855-6010.60 (Grants, Fire, CA Fire Foundation, Misc Grants [Revenue] and Machinery & Equipment – Personal Protective Equipment [Expenditures]).

ATTACHMENTS:

- A. Attachment A – Grant Agreement
- B. Attachment B – March 9, 2022 City Council Agenda

Montebello Fire Rapid Extraction Module Support Team (REMS Team)

2022 So Cal Fire Prevention & Preparedness - Grant Application

Montebello Fire Department

Angelica Palmeros
1600 W. Beverly Blvd
Montebello, CA 90640

O: 323-864-1701

Lynda Chavez

lchavez@cityofmontebello.com
O: 323-887-1200
M: 323-864-1701

FollowUp Form

Question Group

Applicant

Name of the department, association or organization applying for grant funds.

Montebello Fire Department

Project Name

What is the name of your project?

Montebello Fire Rapid Extraction Module Support Team (REMS Team)

Decision Date

04/21/2022

Amount Awarded

\$15,000.00

GRANT AGREEMENT

This Grant Agreement contains the terms and conditions of the grant awarded to your department or organization ("Grantee"). By electronically signing this Grant Agreement and accepting grant funds from the California Fire Foundation ("Grantor"), an officer or director of the Grantee makes the following representations and agrees to the obligations and conditions set forth.

The California Fire Foundation requires this agreement to be electronically signed and related forms submitted prior to issuing any grant funds.

If you are not able to utilize all or part of the grant funds awarded for this project, contact us at 800.890.3213 or <mailto:cffgrants@cpf.org><mailto:cffgrants@cpf.org><mailto:cffgrants@cpf.org><mailto:cffgrants@cpf.org>

Use of Grant Funds*

1. Grant funds shall be expended solely in support of the objectives detailed in your proposal and budget for the above-referenced project.
2. Grant funds shall not be used for lobbying expenditures or to aid in the election or appointment of a public official or in the passage or defeat of a ballot measure.
3. Grantee agrees to defend and hold harmless the Grantor and its officers and employees from and against any claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.

4. Grantee shall furnish to the Foundation any information concerning a major program or budget change in the proposal.
5. Grantee shall maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation that details all grant funds used for the approved proposal and budget.
6. Any undisbursed project funds shall be remitted to the Foundation within two months following the end of the grant period. Any refund of less than \$100 will be waived.
7. The Foundation reserves the right to discontinue, modify or withhold any payment(s) that might otherwise be due under this grant, to require a refund of any unexpended funds, or both, if, in the Grantor's judgment, either of the following occur:
 - Grant funds have been used for purposes other than those contemplated by this agreement; or
 - Such action is necessary to comply with the requirements of any law or regulation affecting either the Grantee's or the Grantor's responsibilities under the grant.

I agree to the above

The <http://cafirefoundation.org> California Fire Foundation prefers to issue grant awards via physical check. **A check will be sent by US Mail to the following address you provide:**

Grantee's Finance Contact (Name - First and Last)*

Lynda Chavez

Finance Contact's Email Address*

lchavez@cityofmontebello.com

Finance Contact's Phone Number*

3238641701

Payee*

Name of department, agency or organization that the check is made payable to.

Important! Payee name listed **must match** the name provided on the W-9 below.

City of Montebello

Payee Address*

Address that the check should be sent to via US Mail

Example:

SoCal Fire Department
c/o City of SoCal, Accounting Department
1234 Southern Street
SoCal, CA 56789
City of Montebello

c/o City of Montebello, Accounts Receivable
1600 W Beverly Blvd.
Montebello, CA 90640

W-9*

Upload a completed W-9 for the grantee ([download a blank one here](#))

Important! The uploaded W-9 **must include** a signature and date, and the name provided on the W-9 **must match** the payee name listed in the Disbursement of Funds section above.

PDF

W-9 Form City of Montebello.pdf

Compliance*

1. Grantee shall not engage in any activity that is inconsistent with the terms of this Grant Agreement, including using these funds in a fashion inconsistent with the Grantor's status as an organization exempt from taxation under Internal Revenue Code Section 501(c)(3) and related IRS regulations and rulings.
2. Grantee shall not, directly or indirectly, engage in, support, or promote violence or terrorist-related activities.

I agree to the above

Cooperation*

1. Grantee shall cooperate with the Grantor in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Grantor to establish the fact that it has observed all requirements of the law with respect to this grant.

I agree to the above

Grant Reporting*

1. Grantee shall submit a brief final impact report through the Grantor's **online grants' portal** ***no later than 45 calendar days*** after the end date of Grantee's project, as stated in the awarded proposal.
*****NOTE:** Access to the final impact report will appear on Grantee's dashboard in the portal shortly after this agreement is submitted and Grantor has issued award.
2. Grantee's final report shall include:
 - A summary of what was accomplished within the project period via the expenditure of grant funds;
 - The status of project objectives with respect to how grant funds were expended to attain said objectives;
 - A description of progress made, including any challenges, opportunities, or outcomes;
 - Media, including links to pictures and/or video clips highlighting Grantee's project; and
 - A final total project budget (which may be greater than the amount of the grant) and corresponding expenditures since the start of the grant period. ***Please include related receipts and/or invoices.***

I agree to the above

Partnership Recognition*

1. Grantor will include information regarding this grant in periodic reports and through its various media channels.
2. Grantor encourages Grantee to make award announcements upon submitting this electronically signed agreement and, to this end, provides [this media toolkit](#) for Grantee's reference and use.

I agree to the above

ACCEPTANCE

By electronically signing this Grant Agreement below, the Grantee's signatory represents to the Grantor that they have the authority to sign this agreement on behalf of the Grantee. *This grant may be withdrawn if you do not accept and submit a completed grant agreement within 14 calendar days.*

By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

*

I Accept Grant Terms and Conditions

Name of Signatory (First, MI and Last)*

DISCLAIMER: *By typing your name below you are signing this Grant Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual signature on this agreement.*

Angelica Palmeros

Signatory's Title*

Deputy Director, City of Montebello Fire Department

The California Fire Foundation truly values this opportunity to partner with you on your project and wishes you every success in the coming months!

One submitted, your responses cannot be edited. Carefully review your answers prior to submitting. After submitting your completed Grant Agreement, you will receive an email confirmation from us. If you haven't already, please be sure to mark administrator@grantinterface.com as a safe sender.

File Attachment Summary

Applicant File Uploads

- W-9 Form City of Montebello.pdf

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF MONTEBELLO	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► MUNICIPAL GOVERNMENT	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1600 WEST BEVERLY BLVD	Requester's name and address (optional)
	6 City, state, and ZIP code MONTEBELLO, CA 90640	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][][][] or Employer identification number [9][5] - [6][0][0][0][7][4][6]
--	---

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 7/23/20
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Fire Chief Fernando Pelaez, Fire Department

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

DATE: March 9, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

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

FISCAL IMPACT

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

BACKGROUND

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

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

Page 2 of 2

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

DISCUSSION

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

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

SUMMARY

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

ATTACHMENTS:

None



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Paul Espinosa, Chief of Police

SUBJECT: Authorization to Issue a Request for Proposals (RFP No. 22-9) for Crossing Guard Services

DATE: May 11, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Authorize Staff to issue a Request for Proposals (RFP No. 22-9) for Crossing Guard Services; and
- 2) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Issuance of this RFP has no direct fiscal impact. However, should there be a successful award of a contract related to providing Crossing Guard Services, the fiscal impact will be presented. Staff will research funding sources to offset impact to the General Fund. There may be grant opportunities, or other alternate funding streams. A full cost proposal will be presented in a subsequent agenda report coinciding with awarding of an agreement for these services.

BACKGROUND

The City of Montebello ("City") by and through the Montebello Police Department is requesting proposals from highly qualified contractors to provide Crossing Guard Services. The Montebello Police Department currently contracts with All City Management Services (ACMS), Agreement No. 3452 is set to expire on June 30, 2022. The Montebello Unified School District (MUSD) and City of Montebello have a

Authorization to Issue a Request for Proposals (RFP No. 22-9) for Crossing Guard Services

Page 2 of 2

Memorandum of Understanding (MOU) in place that has the MUSD paying ten (10) percent of the annual cost for these services.

Additionally, the Police Department has developed a draft Request for Proposal (RFP), setting clear expectations and a detailed scope of work, to ensure the needs of the City are met. If approved, the notice inviting proposals will be published using Planetbids.com beginning May 12, 2022. All bids will be submitted through the Planetbids.com platform.

The due date for all proposals is tentatively scheduled for June 30, 2022 with selection of a vendor following shortly after. Staff will return to the City Council seeking approval of an award of a contract, along with presenting a fiscal impact statement outlining a total project budget and funding sources.

ANALYSIS

The Police Department is requesting authority to issue a RFP to identify a contractor for Crossing Guard Services. A selection process will be used to evaluate proposals based on various qualitative components. The award selection will be based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to the City.

SUMMARY

Staff is recommending that the City Council approve the issuance of a RFP and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT:

- A. Attachment A – DRAFT Request for Proposal (RFP No. 22-9)

City of Montebello



REQUEST FOR PROPOSAL (RFP) No. 22-9

Crossing Guard Services

May 2022

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFP are posted at:

<https://www.planetbids.com/portal>

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DRAFT

INTRODUCTION

The City of Montebello invites your company to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your company. 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 Professional Services Agreement based on the specifications outlined in this RFP.

The City of Montebello Police Department is seeking a full-service organization committed to providing the community and Montebello Unified School District Students crossing guard services. The bidder is responsible for all labor for crossing guard services at five locations, three hours a day for one hundred and eighty days a year.

The primary intent of this Request for Proposal is to enter into an agreement with a contractor capable of providing Crossing Guard Services based upon the needs of the community, the City and the Montebello Police Department.

DATE: May 11, 2022
ATTENTION: PROSPECTIVE PROPOSERS
SUBJECT: REQUEST FOR PROPOSAL (RFP) NO.22-9
TITLE: CITY OF MONTEBELLO and MONTEBELLO POLICE DEPARTMENT

Crossing Guard Services

The City, Montebello Police Department, is soliciting proposals from qualified contractor to provide Crossing Guard Services for the Montebello Police Department.

All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following individual [or a designated representative if applicable].

Name: Briannon Padilla
Title: Management Analyst
Address: 1600 W. Beverly Blvd.
Montebello, CA 90640
Telephone: (323) 887-1200 ext.223
E-mail: bpadilla@cityofmontebello.com

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City of Montebello website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City of Montebello department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **June 24, 2022 at 3:00 p.m. Pacific Standard Time** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All Proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Montebello hereby notifies all prospective Proposers that the City will require each Proposer to affirmatively demonstrate that Disadvantaged Business Enterprises (DBE) are afforded full opportunity to participate in the performance of contracts and subcontracts financed in part or whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Montebello reserves the right to reject any or all Proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

TIMETABLE & SCHEDULE OF EVENTS

Thursday	TBD	REQUEST FOR PROPOSAL (RFP) RELEASE
Thursday	TBD	LAST DAY FOR SUBMISSIONS OF QUESTIONS
Thursday	TBD	ANSWERS TO QUESTIONS
Thursday	TBD	PROPOSAL DUE DATE BY 1500 HOURS PST
TBD	PRESENTATIONS & INTENT TO AWARD	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 29	
3	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
4	References	Exhibit B	
5	Insurance	Exhibit C	

Company Name:	
Name of Proposer initialing document (print):	
The email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the PlanetBids.com Portal (accessed through the City of Montebello's official website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>) up to **3:00 p.m. PST on June 24, 2022**.

All Proposals must contain an original signature by an authorized officer of the company. Proposals received after the above-listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS
- QUALIFICATIONS
- SCOPE OF WORK

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers references have been checked. All Proposals shall be accompanied by a completed and signed Letter of Transmittal provided as a part of this RFP.

All requests for exceptions or deviations as a result of this RFP shall be identifiable by a separate section of the Proposer's submitted Proposal for review by the City of Montebello. It shall be the right of the City of Montebello to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming Proposals may choose to submit alternate Proposals as complete and separate offers if the alternate Proposal offers technical or other improvements or modifications, which are to the overall benefit to the City of Montebello. All alternate Proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP; (2) Proposer comprehends all conditions that may impact the Proposal; (3) Proposer has reviewed all addenda; and (4) Proposer is capable of providing the equipment, goods, and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP in a manner that meets the City's objectives. Failure of the Proposer to examine the documents and inform itself shall be at the Proposer's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all of the conditions, instructions, and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Proposer to withdraw its Proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. The aforesaid addendum shall be posted on the PlanetBids.com web page.

All questions, clarifications, or comments must be submitted to or no later than **3:00 p.m. PST on June 24, 2022**. Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. **No questions will be answered individually by the City or Montebello Police Department.** The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Companies must satisfy themselves by personal examination of any worksite, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No Proposing Company shall at any time after submission of the 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 found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified before the submission of Proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposals in writing, provided that such requests are received by the City before the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the Proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members would travel, at City expense, to sites at which finalist Proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the Proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Proposal it shall be signed and the full name and address of the Proposer shall be given.

If a partnership makes the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Proposal. A certified letter is to be included in the Proposal accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing the Proposal in response to this request
- Submitting that Proposal to the City
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Proposer before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
 - a. The Proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that, in the opinion of the City, is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

LICENSING, PERMITS, AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub consultant basis rather than as a joint venture. The City of Montebello intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Proposal submitted on behalf of any form of a joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful Proposer's personnel shall conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of the contract. All sub-Consultants of successful Proposer shall abide by all the requirements outlined in this section.

SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date; or within five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the period specified in the Request for Proposal. In case the services under the terms of these provisions and related purchase contract shall be necessarily delayed because of a strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the CONSULTANT, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between CONSULTANT and MPD.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to the **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

Payment will be made within thirty (30) days after acceptance and approval of the invoice.

Payment Schedule: Monthly

Provide (1) One invoice monthly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MPD prior to becoming a Contract modification.

Contract Termination: MPD may terminate any resulting Contract for convenience at any time by giving the CONSULTANT written notice thereof. Upon termination, MPD shall pay the CONSULTANT his allowable cost incurred to the date of termination, and those costs deemed reasonably necessary by MPD to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MPD shall pay the CONSULTANT a percentage of the project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the CONSULTANT breaches the terms or violates the conditions of the Contract, and does not within ten days, thereafter, cure such breach of violation, MPD may immediately terminate the Contract for default. CONSULTANT shall be liable for any and all costs incurred by MPD as a result of such default.

SCOPE OF CONTRACT

CONSULTANT shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work according to the provisions. It is the aim of these specifications that the CONSULTANT provides complete services of the type prescribed. Any items omitted from such specifications that are necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the CONSULTANT in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value") as described to the City, based on the Evaluation Criteria. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or
- (f) Issue subsequent RFP's.

An Evaluation Committee comprised of MPD staff in accordance with the Proposal Evaluation Criteria set forth in the Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the Proposals.

Point of Contact

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests

during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Police Department
 Attention: Briannon Padilla,
 Management Analyst
 1600 W. Beverly Blvd.
 Montebello, CA 90640
 (323) 887-1200 ext. 223
 Email: bpadilla@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MPD uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MPD.

An Evaluation Committee will be appointed to review all proposals. The committee will be comprised of MPD staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MPD will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. Evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then open the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon

the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Chief of Police.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The Consultant's Qualitative Proposal will be evaluated on the basis of the following factors, each having the weighted value set forth below:

1	Work Plan	20 points
2	Customer Service Support	20 points
3	Qualifications and Experience	20 points
4	References	20 points
TOTAL		80 points

Price Considerations

The Price Proposals will be evaluated as follows:

The Proposer's Price Proposal (PP) will be compared to the proposal with the best value to the City. The best value responsive price will receive the total weighted value for this criterion **(20 points)**. All other PPs will be scored as follows:

Proposer Price Score = Best Value Proposal x 20 (Total Points Available for Price Evaluation)

SECTION 3 – QUALIFICATIONS

DESIRED QUALIFICATION

The Consultant shall possess the capability and expertise required to complete the following tasks:

- A. The Potential Vendor shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity, and the length of time the firm has been providing the requested service.
- B. The Potential Vendor shall list the proposed key members of staff to be assigned to the City's contract including their roles and estimated participation in delivering the services.
- C. The Potential Vendor shall disclose and explain any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on their ability to provide the required needs.
- D. The Potential Vendor shall disclose and explain whether they have been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years.

SECTION 4 – SCOPE OF WORK

Crossing Guard Services

The vendor shall provide pricing for the hourly cost of crossing guard services. The City will require staffing at 5 locations, 3 hours per day, 180 days a year.

The vendor shall be responsible for all hiring and recruitment of crossing guards.

Additionally the vendor shall:

- A. Provide a program manager who will coordinate crossing guard services with a Police Department liaison.
- B. Provide a supervisor to ensure guard activities are taking place at the required places and times and that proper safety procedures are complied with.
- C. Provide fully trained and equipped alternate personnel to ensure all contracted locations are covered in the event regular personnel are absent
- D. Provide all crossing guards with a standardized uniform and proper weather apparel and gear, approved by the Chief of Police, which will be worn at all times, while performing their duties.
- E. Provide all crossing guards with handheld stop signs and reflective vests, which comply with applicable State and City laws and regulations.
- F. Persons provided by the Contractor as crossing guards shall be trained by the Contractor. Training shall include the laws and codes of the State of California and the City of Montebello,

pertaining to general pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and the crossing guards themselves.

G. Provide evidence of compliance with California Vehicle Code section 21100, as it relates to crossing guards and compliance with 21100(i), prior to execution of the agreement.

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SECTION 5 – FORM OF CONTRACT (SAMPLE)**CITY OF MONTEBELLO****PROFESSIONAL SERVICES AGREEMENT NO. _____
WITH _____**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 202_ ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

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

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

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

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement

may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.
- c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.
- e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

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

SECTION 5. EXTRA SERVICES.

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

SECTION 6. CITY SUPERVISION.

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

SECTION 7. TERMINATION.

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

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

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 10. INDEPENDENT CONSULTANT.

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

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

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

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

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

SECTION 12. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes and

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

SECTION 13. INDEMNIFICATION.

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

SECTION 14. INSURANCE COVERAGE.

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

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

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

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

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

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

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

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

Each insurance policy required above shall state that coverage shall not be canceled, except after

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

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

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

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

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

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

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

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

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

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

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 18. ATTORNEY'S FEES AND COSTS.

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

SECTION 19. WARRANTIES.

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

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.
- f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

If to CITY: City of Montebello
 Attn: René Bobadilla, City Manager
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

With a copy to: City of Montebello – Montebello Police Department
 Attn: Paul Espinosa, Chief of Police
 1600 West Beverly Boulevard
 Montebello, CA 90640
 (323) 887-1200

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

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 23. CONFLICT OF INTEREST.

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

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

SECTION 24. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

DRAFT

(“CITY”)

CITY OF MONTEBELLO

(“CONSULTANT”)

CONSULTANT NAME

René Bobadilla, City Manager

Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

SECTION 6 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Montebello Police Department

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 22-9

Crossing Guard Services

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Proposers, the Proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the Proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent Contract.

The Proposer agrees that the Proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute the Agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a Notice to Proceed.

The Proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The Proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone

Fax

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Title

Typed or Printed Name

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For Proposals requiring licenses the following information is required:

Contractor's License No. _____

Expiration Date: _____

License Classification: _____

DRAFT

EXHIBIT B
REFERENCES

At Least Three (3) References

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

Project city/agency/other:	
Address:	
Phone number and email:	
Contact person:	
Description of Contract (Please include contract value, award date, term of contract, and description of work):	

EXHIBIT C**INSURANCE**

The proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

Successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$500,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverage's and automobile coverage's with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West

Beverly Boulevard, Montebello, California, 90640. Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to the beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

DRAFT

-
1. I acknowledge receipt of RFP No. 22-9 and Addenda No.(s) _____.
 2. This offer shall remain firm for _____ days from the date of the proposal.
(Minimum 120)

COMPANY NAME	
ADDRESS	
TELEPHONE & FAX	
EMAIL ADDRESS	
AUTHORIZED SIGNATURE	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

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

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Michael A. Solorza, Director of Finance

SUBJECT: **Approval of Agreement No. 3980 with The Pun Group, LLP for Financial Audit Services**

DATE: May 11, 2022

RECOMMENDATION:

It is recommended that City Council approve awarding a professional services agreement for audit services to The Pun Group, LLP (Pun Group), and authorize the City Manager to execute the agreement.

FISCAL IMPACT

Through a competitive Request for Proposals (RFP) process (Attachment A), The Pun Group, LLP was chosen as the City's succeeding audit firm. The "Background" section provides detail on the RFP process and scoring.

The attached professional services agreement (Attachment B) has an initial term of three (3) years and includes an option to extend for two (2), one (1) year terms. If approved, the total amount of this agreement shall not exceed \$455,524. This total, not-to-exceed amount assumes the City exercises the extension options for the fourth and fifth years and includes a ten (10) percent contingency for additional services related to financial auditing/reporting.

The following table provides an annual breakdown of the cost:

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 11, 2022

Approval of Agreement No. 3980 with The Pun Group, LLP for Financial Audit Services

Page 2 of 3

	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 Optional FY 24/25	Year 5 Optional FY 25/26
Proposed All-Inclusive Total	\$ 78,000.00	\$ 80,340.00	\$ 82,750.00	\$ 85,233.00	\$ 87,790.00
Contingency (10%)	\$ 7,800.00	\$ 8,034.00	\$ 8,275.00	\$ 8,523.30	\$ 8,779.00
Total	\$ 85,800.00	\$ 88,374.00	\$ 91,025.00	\$ 93,756.30	\$ 96,569.00

Sufficient funds for services associated with this agreement will be budgeted annually beginning in Fiscal Year 2022–23.

BACKGROUND

Most government agencies are required to hire external, independent auditors to audit their financial statements annually and conduct internal controls evaluations. The auditor is responsible for determining that financial statements do not include material misstatements and do not misrepresent their financial condition. In addition, auditors evaluate the City's internal controls and procedures to reduce the risk of collusion, theft, or fraud.

Since 2013, the City has used the accounting firm Vasquez and Company (Vasquez) to provide financial auditing services. While Vasquez has consistently provided professional service, staff determined that conducting a competitive process would help ensure the City is receiving the highest level of service and the best pricing for these important services. In addition, Assembly Bill 1345, signed into law in 2012, requires rotation after six years (Government Code 12410.6(b)).

On March 24, 2021, City Council approved the second amendment to the agreement with Vasquez to conduct the fifth and final year of audit services under Agreement No. 3289 and authorized issuing a Request for Proposals (RFP) for Audit Services (Attachment A).

On February 28, 2022, the Finance Department issued RFP 22-6 for Audit Services. This RFP was open for 32 days; closing on March 31, 2022. According to the available data in the City's PlanetBids Portal, 57 firms were initially notified, 14 registered as prospective bidders, and three firms submitted questions regarding the RFP.

Before the closing date/time, the City received responses from the following firms listed in alphabetical order:

Firm Name	Location
Badawi and Associates, CPAs	Berkeley, CA
The Pun Group, LLP	Santa Ana, CA
Vasquez & Company, LLP	Glendale, CA

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 11, 2022

Approval of Agreement No. 3980 with The Pun Group, LLP for Financial Audit Services

Page 3 of 3

After receiving the responses, the Finance Department established an evaluation committee to review each reply and provide feedback. The committee consisted of the Director of Finance, Deputy Director of Finance, Accounting Manager, an Accountant, and Senior Management Analyst. After reviewing the responses and contacting references, Pun Group was selected. Pun Group demonstrated the most experience with local municipal agencies in the County of Los Angeles; experience with transit authorities; the proposal clearly stated their audit process; had favorable feedback from references; and offered the most competitive pricing. In general, Pun Group demonstrated extensive experience in auditing governmental entities.

SUMMARY

The City's professional services agreement for audit services is scheduled to terminate on June 30, 2022. For this reason, an RFP was released for audit services. After reviewing the responses to the RFP for audit services, it is recommended that City Council authorize awarding an agreement to Pun Group to provide the necessary services.

ATTACHMENTS

- A. Attachment A – RFP 22-6 Audit Services
- B. Attachment B – Agreement No. 3980 with The Pun Group, LLP (includes response to RFP)



CITY OF MONTEBELLO

Request for Proposals

RFP No. 22 - 6

Audit Services

Release Date: Monday, February 28, 2022

Due Date: March 31, 2022, at 11 a.m. PST

TO PROSPECTIVE PROPOSERS

The City of Montebello invites firms to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your firm's qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

February 28, 2022

THE PROJECT

Project Name: Audit Services
Location: City of Montebello

THE OWNER

Name: City of Montebello – Finance Department
Address: 1600 West Beverly Blvd., Montebello, CA 90640
Contact: Michael Solorza, Director
Contact Phone: (323) 887-1200
Contact E-Mail: msolorza@cityofmontebello.com

PROPOSAL CONTACT

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

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Wednesday, March 16, 2022, at 11:00 a.m. PST. To access the City's PlanetBids Portal, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click on "Bid Opportunities" to locate the RFP.

**Audit Services
Request for Proposals (RFP) No. 22 – 6**

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Appendix A – Proposal Content and Format

Appendix B - Sample Professional Services Agreement

**Audit Services
Request for Proposals (RFP) No. 22 – 6**

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified consultants/firms to conduct Audit Services following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 22 - 6. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click on "Bid Opportunities." Responses must be submitted via PlanetBids by **Thursday, March 31, 2022, at 11:00 a.m. PST**. Questions must be submitted no later than **Wednesday, March 16, 2022, at 11:00 a.m. PST**.

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

DATE OF SOLICITATION:	Monday, February 28, 2022
QUESTIONS DEADLINE:	Wednesday, March 16, 2022 at 11:00 a.m. PST <i>(QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS)</i>
SUBMITTAL DUE DATE:	Thursday, March 31, 2022 at 11:00 a.m. PST

2.0 Introduction

The City of Montebello, hereinafter referred to as the City, invites proposals from qualified firms of certified public accountants to audit its financial statements. These audits are to be performed following auditing standards consistent with those generally accepted in the United States, current standards set forth for financial audits in General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments and Non-Profit Organizations and Article XIII B of the California Constitution – Appropriations Limit.

Through this solicitation, the City seeks to establish a three (3) year agreement for audit services starting with the fiscal year ending on June 30, 2022, with an option to extend for two (2) additional, one (1) year terms.

Responses are due no later than Thursday, March 31, 2022, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, firms must register as a vendor in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> and click "New Vendor Registration."

All responses to this opportunity must conform to this Request for Proposals (RFP) requirements. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City of Montebello shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that are identified by the Consultant/Firm as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.

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

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

To ensure compliance with various internal and external financial reporting requirements, the City is seeking the services of a certified public accountant firm to provide audit services. The City intends these services to commence with reporting for the fiscal year ending on June 30, 2022.

General Financial Information

The City's Fiscal Year starts July 1 and ends on June 30.

The City's total operating budget for Fiscal Year 2021-22 is \$171.9 million. This amount includes the Capital Improvement Program/Street Fund of \$11.5 million and Enterprise Funds of \$53.4 million.

The General Fund operating budget of \$61.4 million supports the primary operations of the City, including public safety, public works, parks and recreation, community services, and general administration.

For the Fiscal Year ending June 30, 2021, the total general governmental revenues for the City were \$84.0 million. The total general governmental expenditures were \$67.9 million.

Finance Department Operations

The Finance Department encompasses the functions of general accounting, budget development and administration, treasury, debt administration, payroll, cashiering, accounts payable, accounts receivable, purchasing, and business licensing. Staffing consists of twenty-one (21) full-time positions, including the Director of Finance, Deputy Director of Finance, Accounting Manager, Management Analyst, Accountants, Finance Technicians, Account Clerks, and Administrative Secretaries.

- Number of Bank Accounts: 11 Operating accounts (Bank of the West); 2 LAIFs, 2 CDs; 2 accounts for Risk Management/Worker Comp purposes, and 96 other bank accounts for bond debt service.
- Number of Cash Disbursements per Month: 350 (approximate)
- Number of Payroll Checks/Direct Deposits Per Month: 1300 (approximate)

Fund Structure

The City uses the following fund types in its financial reporting:

Fund Type	No. of Individuals Funds	No. of Funds on ACFR
General Fund	1.0	1.0
Special Revenue Funds	20.0	18.0
Enterprise Funds	4.0	4.0
Internal Service Funds	1.0	1.0
Private Purpose Trust Fund	2.0	2.0

Financial System

The City's financial system is New World Systems by Tyler Technologies for general ledger, accounts payable, payroll, purchasing, budgeting, human resource management, fixed assets, project accounting, and cashiering.

3.0 Timeline

- | | |
|---|------------------------------|
| • Release RFP | February 28, 2022 |
| • Online Q&A Deadline | March 16, 2022 at 11a.m. PST |
| • Deadline to Submit Responses via PlanetBids | March 31, 2022 at 11a.m. PST |
| • City Review of Qualification Submissions | Mid-April 2022 |
| • Notifications Sent to Firms | Late April/Early May 2022 |
| • Award | Mid/Late May 2022 |

4.0 Purpose

Through this opportunity, the City of Montebello intends to obtain the services of a qualified independent certified public accounting firm to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

Required Audits

1. Annual Comprehensive Financial Report (ACFR)

Due annually by December 31

Issue an independent opinion on the fair presentation of the City's financial statements following accounting principles generally accepted. City staff will prepare all financial statements, note disclosures, and required supplementary information. The audit firm shall provide technical assistance as needed to prepare the City's Annual Comprehensive Financial Report (ACFR).

2. Single Audit Report

Due annually by March 31

Prepare the City's Single Audit Report, to include the following:

- Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
- Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with OMB Circular A-133.
- Schedule of Expenditures of Federal Awards (draft prepared by City staff).
- Notes to Schedule of Expenditures of Federal Awards.
- Schedule of Findings and Questioned Costs.
- Any other required schedules or reports.

3. Data Collection Form

Prepare the Data Collection Form as required by OMB Circular A-133

4. Statement on Auditing Standards No. 114 Communications

Issue all communications required in accordance with Statement on Auditing Standards No. 114 to those charged with governance (City Council) and management.

5. GANN Appropriation Limit

Due annually by March 31

Issue the "agreed-upon procedures" report on the City's Article XIIIB GANN Appropriations Limit calculations.

6. California State Controller's Office Cities Financial Transactions ("SCO") Report

Due annually by April 30

Prepare the annual State Controllers Report reflecting the financial transactions for Transit and non-Transit Funds and the Public Financing Authority.

7. GASB Pronouncements

The audit firm shall know and be prepared to advise the City staff on how best to implement both current and proposed GASB pronouncements.

8. Transit Fund Financial Statements

Due annually by December 31

Independent auditor's report on internal control over financial reporting and on compliance and other matters is based on an audit of financial statements performed according to government auditing standards.

9. Transit Agency's Annual National Transit Database (NTD) Report

Due annually by December 31

Annual NTD report completed according to the standards established by the Federal Transportation Administration.

Additional Services

In addition to the services mentioned above, the City may request additional assistance as needed related to the items identified in this request. The City understands that these services may incur an additional cost. The other services that may be requested include, but are not limited to:

- Requesting an electronic copy of all draft and final reports and, if needed, a mutually agreed-upon number of printed copies shall be delivered to the City.
- The selected firm is expected to keep the City informed of new state and federal developments affecting governmental finance and reporting standards and trends, including upcoming GASB pronouncements, and provide advice for extraordinary transactions. If there is a charge for this, the cost must be separately identified in the selected firm's cost proposal.

- The selected firm is expected to be responsive to questions or requests made by the City during the agreement term. The early termination clause may be exercised if the Consultant/Firm is deemed non-responsive to queries, general requests, or fails to meet the deadlines.
- The City may request the selected firm to be present at meetings (in person or virtually) and/or other events for coordination, preparation, and/or present the final report to city staff, elected officials, external agencies, members of the general public, or others, as needed.

Auditing Standards

Audits shall be conducted under the following standards:

- Auditing standards generally accepted in the United States as set promulgated by the American Institute of Certified Public Accountants (AICPA) or any successor body, including measures related to fraud detection. Such standards must include specific requirements found in the new AICPA audit guide, Audits of State and Local Governments.
- Government Auditing Standards, issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act of 1996, as amended.
- 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").
- Specific auditing standards relating to any grant agreement determined to be material by the auditors for purposes of the examination of the basic financial statements.
- Any other applicable standards for conducting examinations and/or reports to be issued in conjunction with those items outlined in Scope of Work/Services Section.

6.0 Deliverables

Deliverables will vary based on the report type and submission method. Typically, the City will require the following:

- Draft Report
- Final Report – A minimum of three (3) bound, hard copies of each audit report and an electronic copy

7.0 Proposal Submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Firms planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

8.0 Evaluation Criteria

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

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

- Qualifications as they relate to this project (50%)
 - Thoroughness and understanding of the tasks to be completed
 - Background and experience in organizational analysis evaluation
 - Knowledge of the City of Montebello and local needs
 - Experience of personnel assigned to the work
 - Communication Skills
- Reputation for integrity and competence (30%)
 - Positive Reference Checks
 - Work Samples
- Proposed Fees and Charges for Service (20%)

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the

Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
The City of Montebello
Attn: Director of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@cityofmontebello.com

- B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Finance and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

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

10.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the consultant/firm has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

11.0 Insurance

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

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

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

3. Professional Liability or Errors and Omissions

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

4. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required insurance documentation

1. Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

2. Endorsements (if requested)

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

- a. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- b. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
- c. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Firms/Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Non-Commitment of City

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

13.0 Labor Requirements

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

14.0 Records

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

15.0 Subcontractors

The Consultant/Firm shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Consultant/Firm and

shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

16.0 Modifications/Changes

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

17.0 Disclosure of Information

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

18.0 City of Montebello Rights

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - a. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Consultant/Firm, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Consultant/Firm failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
3. Accept all or any part of a proposal;

4. Cancel the entire RFP;
5. Issue subsequent RFPs; or
6. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3980
WITH THE PUN GROUP, LLP

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, 2022 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and THE PUN GROUP, LLP (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

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

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 22-6
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Audit Services in the City of Montebello (issue date February 28, 2022) ("Request for Proposals"), as such is set forth fully in Exhibit "A" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

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

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on June 30, 2025, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one (1) year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

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SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

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

SECTION 15. INSURANCE COVERAGE.

- a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
 - **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

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

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

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

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

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

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

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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.

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SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@cityofmontebello.com

If to Consultant: The Pun Group, LLP
Attn: Kenneth H. Pun – Managing Partner
200 East Sandpoint Ave, Suite 600
Santa Ana, CA 92707
(949) 777-8801
Email: ken.pun@pungroup.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

THE PUN GROUP, LLP

René Bobadilla, City Manager



Kenneth H. Pun, CPA, CGMA
Managing Partner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 22 – 6 Dated March 31, 2022
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 22-6 Dated March 31, 2022

EXHIBIT A

CITY OF MONTEBELLO

Kenneth H. Pun, CPA, CGMA

Managing Partner
200 E. Sandpointe Ave., Suite 600, Santa Ana, CA 92707
(949) 777-8801 | ken.pun@pungroup.com

PROPOSAL

Professional Auditing Services

March 31, 2022




**THE
PUN GROUP**
ACCOUNTANTS & ADVISORS



Kenneth H. Pun, CPA, CGMA
Founder & Managing Partner

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with
Audit Services.

The Pun Group LLP
Certified Public Accountants and Business Advisors

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The Pun Group Wins 2022 “Best of Accounting” Award



The Pun Group is proud to have won 2022's Best of Accounting® award from ClearlyRated. ClearlyRated recognizes the best in staffing, accounting, and other professional services by recording Net Promoter Scores® (NPS) and reviews to measure client satisfaction.

This award is unique in the U.S. and Canada because it is the only accolade that relies solely on ratings submitted from third-party validated survey responses. Firms that receive a ClearlyRated award are recognized as “leading their industry through their ongoing commitment to service excellence.” The Pun Group received a positive 88.9% NPS, reflecting an exceptionally loyal and satisfied audience.

“Winners of the 2022 Best of Accounting award for client satisfaction have demonstrated their commitment to delivering exceptional client service, even as Covid-19 has forced them to reimagine and rebuild their approach to business,” said ClearlyRated's CEO and Founder, Eric Gregg.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

“

“The Pun Group is not there to judge if a finance team is underperforming; they have the attitude to partner with the client to resolve issues and to streamline processes for the next audit.”

Roger R.

“

“We've been working with The Pun Group for years and they've always been responsive. Their fees are also much more reasonable than most.”

Graciela S.

“

“The firm's responsiveness and technical knowledge during the audit. My staff likes having Suralink (client's portal) whereby prepared by client schedules and requests for additional information can be easily uploaded.”

State & Local Client

“

“The Pun Group provides exceptional service on a consistent basis.”

David W.



March 31, 2022

City of Montebello
Mr. Michael Solorza | Finance Director
1600 W. Beverly Blvd.,
Montebello, California 90640

Re: RFP No. 22-6 Audit Services

Dear Mr. Solorza:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Montebello (the "City") according to your Request for Proposals for Audit Services for a three (3) year agreement starting with the fiscal year ending June 30, 2022, with an option to extend for two (2) additional, one (1) year terms.

The Pun Group ^{LLP} (the "Firm") has the knowledge and experience necessary to become the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We are offering our commitment to being available, delivering all of the required work, completing the audit, and issuing the necessary auditor's reports within the periods outlined by the City. In other words, meeting the City's needs for this project will be our team's priority.

The Pun Group is the right choice for the City of Montebello because:



We Understand the Demographics and Your Needs. The Pun Group is reputable for its governmental practice. We are the principal auditors for cities in California such as Bell, Calexico, Corona, Coachella, Desert Hot Springs, Gardena, Gilroy, Lakewood, Lodi, Monterey, National City, Napa, Palm Springs, Perris, Rohnert Park, San Mateo, Stockton, Tracy, and several others. Accordingly, the proposed engagement team has a deep understanding of the current issues that municipalities are facing, such as varying demographics, economic environments, and the constantly changing landscape of laws and regulations.



Recognized Leader in the Governmental Industry. We are a small national Firm with licenses in the States of California, Arizona, and Nevada and a proven leader in professional services to the government sector. All key engagement team professionals are licensed to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits. The partners and all employees proposed to perform the requested services do not have a record of substandard audit work nor have any outstanding claim of substandard practice or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations. In addition, we are members of the national AICPA Audit Quality Center.

We strongly believe that part of our success is credited to our professionals' participation with various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the industry environment.

The Firm is the recipient of several awards, including the SARC's *Award for Excellence in Knowledge, Value, and Overall Client Satisfaction* (2021). This particular award results from positive feedback from our clients in an independent survey, demonstrating our Firm's highest commitment to Federal standards, quality, and client satisfaction.



200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707

Tel: 949-777-8800 • Fax: 949-777-8850

www.pungroup.cpa



You'll Work with a Team that Embraces Innovation and Continuous Improvement. Our Firm is committed to continuous improvement as it relates to service delivery. We embrace innovation and identify areas of technological enhancements in our audit and project management approaches. For example:

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination, including the upload of large-size files. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. In addition, Suralink's dashboard allows you to visualize the process of the document-request fulfillment.

AI Auditor. The Pun Group leverages the technology and research tools required to provide excellent services to its clients. With the usage of Artificial Intelligence (AI) technology, the Firm is capable of issuing all reports requested faster than other audit firms, without exposing the City to unnecessary risks.

Remote Auditing Capability. Remote working arrangements have suddenly become the "new normal" in these trying times. Our Firm has deployed top-notch technology and fully transitioned to "remote auditing," offering our clients the quality services they deserve while being fully "remote" or operating in a "hybrid" schedule. "On-site" audits are still the Firm's preferred method, and we'll continue to offer and promote those as well.



Knowledge is Shared with You. As part of our pledge to keep you updated on new technical accounting and financial issues, we implemented our 2022 *Virtual* Government Accounting Conference, which qualifies for up to 15 hours of CPE – nearly double what other firms offer. These online sessions are free of charge and part of the service package provided to you. More details and dates can be found on the "*Client Training Webinars*" topic under this proposal.

The Pun Group is proud of its inclusive values and is an avid promoter of equality and diversity. In addition, the Firm is an equal opportunity employer and complies with all federal and state hiring requirements. We're proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

This proposal is a firm and irrevocable offer valid for ninety (90) days following the closing date for the receipt of all proposals. Also, we acknowledge the receipt of Addendum No. 1 dated March 22, 2022.

Finally, we would like to emphasize one additional point: **We want to earn your trust and win your business!** We are confident that the energetic and experienced team we have assembled is the right one for the City.

Our commitment to serving the City of Montebello cannot be adequately conveyed in a letter, and I look forward to continuing the discussion with you. I'm assigned as your primary contact for contract negotiations and stand steadfast to serve as your engagement/lead partner. I'm also authorized to legally bind the Firm.

Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777 - 8801 or by email at ken.pun@pungroup.com.

Sincerely,

Kenneth H. Pun, CPA, CGMA | Managing Partner | The Pun Group LLP
200 E. Sandpointe Ave. Suite 600, Santa Ana, CA 92707

Project Understanding and Approach

About the Firm

The Pun Group LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty-five professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division consists of forty full-time individuals. It's comprised of seven (7) Partners, one (1) director, four (4) managers, one (1) Chief Operating Officer, two (2) Supervisors, four (4) Seniors, seventeen (17) Professional Staff, two (2) Word Processors, and two (2) Administrative Support Staff.

The Firm has become one of the "Top Accounting Firms" in Orange County according to the Orange County Business Journal and is also on the list of CalCPA Top 150 firms.

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm's commitment to hard work, integrity, and teamwork in every engagement—enable us to help our clients succeed.

Our Partners' Group—which includes Kenneth Pun, Frances Kuo, Coley Delaney, Kenneth Macias, Vanessa Burke, John Georger Jr., and Gary Caporicci — provides auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred years of combined experience in the industry, we have become a trusted business partner and are well-respected as leaders in the industry in one of the fastest-growing firms. With nearly 100 government and not-for-profit audit clients, our Partners have a real passion for the industry and believe we are unmatched in our municipal experience. The firm also meets professional standards generally accepted in the United States of America and the standards applicable to financial audits contained in 'Government Auditing Standards' issued by the Comptroller General of the United States.

The Firm's headquarters are located in Orange County, California, with four branches in San Diego, Walnut Creek/Sacramento (California), Las Vegas (Nevada), and Phoenix (Arizona).

The *Orange County* office located at 200 E. Sandpointe Ave. Suite 600, Santa Ana, CA 92707, will perform the requested services for the City. However, we may assign additional staff from our other offices to the engagement at no extra cost to the City. No subcontractors will be used in this engagement.

Global Capabilities

The Pun Group LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

OUR FIRM AT A GLANCE



45 full-time auditing, accounting, tax and advisory professionals



One of the fastest growing firms serving California, Nevada and Arizona



Client retention rate: 90 – 95%



5 offices across 3 states



OUR AFFILIATIONS



Full-Time Government Auditors

As full-time government auditors, we understand that governmental entities do not operate independently but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization's focus on resource management is critical to success.

Also, while many accounting Firms can provide services, not all can build an excellent working relationship with their clients. The Pun Group LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the City.

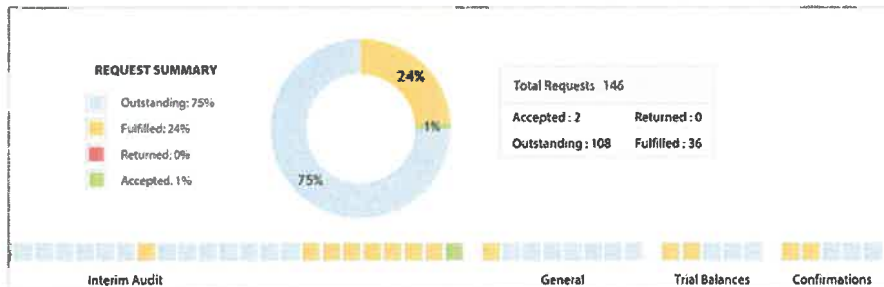
Local Office's Information Technology (IT) Audit Capabilities

The Pun Group LLP continues our efforts to invest in our IT system to enhance our security further and promote audit efficiency.

Top security for your data is the key to our success. When we have your data virtualized, our Firm takes all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is continuously updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lockdown files and system access from a single point, limiting the ability of remote sites to take data from our server.

Access to systems from anywhere and anytime. With more mobility being the norm rather than the exception, our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our "Private" server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called *Suralink*. *Suralink*'s dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. As a client, you no longer have to manually maintain a spreadsheet amongst several people, only to repeat the process in a day or two. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The *Suralink* dashboard, as shown below, allows you to visualize the process of the document-request fulfillment.



BIG FIRM EXPERTISE. SMALL FIRM VALUES.

Our professional backgrounds at major national firms showed us how to solve complicated business and accounting challenges, but the sense of personal connection was missing.

We launched The Pun Group because we believe every client deserves to work with experienced business advisors and CPAs who have the time – and take the time – to create an authentic connection. Every client is our top priority!



A UNIQUE CULTURE.

"Personalization" is not just a buzzword – it's part of our firm's culture. We take a personal approach to everything we do. We collaborate with our clients, so they're always part of the process. We listen to our staff to make sure they have the right support and resources to do a great job. Getting to know others and discovering how we can serve them better is not just a sign of good business practices; it's a sign of good people.



INNOVATION EMBRACED.

New ideas keep you ahead of the game. From leveraging the value of emerging technologies to further refining trusted processes, we adopt proven solutions to meet your needs.



WHERE YOU GO, WE GO. WHERE YOU GROW, WE GROW.

Our success is defined by how you achieve yours. Partner with accomplished accounting and financial professionals who are laser-focused on taking your business to the next level.

Understanding the Engagement

The City of Montebello is requesting the Firm to perform Audit Services and issue opinions on the City's financial statements. These audits are to be performed following auditing standards consistent with those generally accepted in the United States, current standards set forth for financial audits in General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the Federal Single Audit Act, and U.S. Office of Management and Budget (OMB) Circular A- 133, Audits of State, Local Governments and Non-Profit Organizations and Article XIIIIB of the California Constitution – Appropriations Limit.

The Firm will perform and deliver the following services:

Financial Audit of the City, including the Annual Comprehensive Financial Report (ACFR), SAS 114, and Related Reports	Due annually by December 31
Single Audit Report (Includes Data Collection Form)	Due annually by March 31
GANN Appropriation Limit	Due annually by March 31
California State Controller's Office – Cities, Transit, and PFA	Due annually by April 30
GASB Pronouncements	The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements.
Transit Funds Financial Statements	Due annually by December 31
Transit Agency's Annual National Transit Database (TDA) Report	Due annually by December 31

Methodology and Segmentation of Engagement

The Firm's audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



Benefits

- Client tailored approach emphasizing careful planning, open communication, proper assignment of responsibilities
- An efficient and effective audit, so disruption to office operations is kept to a minimum
- Offer beneficial observations and recommendation about policies and procedures for accounting and operating controls
- Opportunities to make operations more efficient and reduce costs
- Provide advisory services so recommendations can be implemented
- Meet objectives at no additional cost

- 1. Engagement Acceptance and General Planning:** The engagement partner and manager will meet with City's management to obtain an update on current City policies and procedures, help identify risk areas and new operations, and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. **Proposed timeline:** *April of each fiscal year.*
- 2. Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the City in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop an initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and City's Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase. **Proposed timeline:** *May of each fiscal year.*
- 3. Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI

City of Montebello

tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and City's Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management. **Proposed timeline:** *by mid-September of each fiscal year.*

4. **Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps. **Proposed timeline:** *immediately upon fieldwork completion.*
5. **Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be recorded in a letter to management. At the City's request, the engagement partner and manager will present the audit to City's Management and other governing bodies. **Proposed timeline:** *by mid-November of each fiscal year.*
6. **Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the City's Management and other governing bodies (if applicable). **Proposed timeline:** *by late November of each fiscal year.*

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the City causes delays in the audit.

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ" because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Manager(s)	Senior(s)	Staff	Clerical	Total
Engagement Acceptance & General Planning	2	3	7	13	0	25
Planning & Internal Control Evaluation	2	4	10	20	0	37
Fieldwork	11	22	49	101	2	185
Post Fieldwork	8	15	33	67	1	123
Report Preparation & Review	11	22	49	101	2	185
Final Production	4	7	16	34	1	62
Total*	38	74	164	335	6	617

*Does not include CPE hours related to Governmental Webinars and/or optional services.

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, random and statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such a task in a way that we can reasonably expect it to be representative of the relevant sample and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group deploys a comprehensive, risk-based approach, complemented by using MindBridge™'s Artificial Intelligence Platform, to conduct our audit. Through this tool, we can seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks in mere seconds.**



The *AI Auditor* platform works by our side, augmenting our capacity to detect errors or fraud in the collected data not only by analyzing the entire set but by cross-correlating dozens of testing criteria against pre-established data points, and presenting us with a view of every user, vendor, and transaction, by risk. All are happening within moments of ingesting analyzed data, which is something standard audit procedures simply cannot accomplish.

We utilize these tools to allow our audit team to increase efficiency in the audit process, enhance the existing quality of our work, provide directed testing in areas subject to the highest risk, and quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient, and effective audits to improve overall service quality.

Our engagement team easily imports data in a secure environment from the City's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be used in the Engagement

Analytical procedures are one of many financial audit processes that help an auditor understand the client's operation and changes in the environment and identify potential risk areas to plan other audit procedures. Such procedures include a comparison of financial information on prior periods, budget, forecast, and industry benchmarks. We use trend and ratio analysis to identify any uncertain or unusual events. To perform these analyses, our Firm surveys cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt-to-capital, general fund unassigned fund balance to total general fund expenditures, etc. Our engagement members have extensive experience in successfully implanting analytical procedures to the City's benefit.

Our analytical procedures process is performed during three stages of the audit: (a) at the start, (b) in the middle, and (c) at the end. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- **Risk assessment procedures** are used to assist the auditor in understanding the business better and to plan the nature, timing, and extent of audit procedures.
- **Substantive analytical procedures** are used to obtain evidential matters about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.
- **Final analytical procedures** are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner(s) and Manager(s) will perform a high-level analytical analysis of the financial information, comparing its data both quantitatively and qualitatively to ensure the amounts are fairly presented in all material respect in the financial statements.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the engagement team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the engagement team to assess the City's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the engagement Partner and Manager, will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. That understanding establishes a frame of reference within which the auditor plans the procedures and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our engagement team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, payroll, and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent of this documentation are influenced by the size and complexity of the entity and the nature of its accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Audit Firm's Expectations of the Role and Participation of City's Staff in the Audit Process

The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Our goal is to cause the least amount of interruptions to the City's daily operations; therefore, to the extent possible, we will use information in the form available from the City's records.

We believe client/engagement team communication is vital to perform results satisfactorily. With that sentiment in mind, we will hold regular meetings with the City's management to determine the status of the audit as well as any items which will require special attention. **Open and frequent communication is critical.**

Relevant Experience

Firm's Experience Providing Similar Services

The Pun Group LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines.

A representative list of our current clients can be found in the Appendices section of this proposal.

References

The following are examples of some of the engagements with similar requirements as the City of Montebello's proposal. Please feel free to contact these agencies to learn more about their experiences working with us.

Name of Public Agency	City of Stockton
Contact Info	Mr. Jay Kapoor Phone: (209) 937-5435 Email: jay.kapoor@stocktonca.gov
Dollar Value Contract	\$330,000/year
Date of Services	2012 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report, GFOA Award, Single Audit, GANN Limit, Measure A, Measure W, Measure M, Entertainment Venues, Revenue and Expenditures related to Downtown Marina, Cannabis License Audits, Review of Major Revenues required by the Bankruptcy Agreement with Assured Guarantee.
Name of Public Agency	City of Desert Hot Springs
Contact Info	Mr. Geoffrey Buchheim, Finance Director Phone: (760) 329-6411 Email: gbuchheim@cityofdhs.org
Dollar Value Contract	\$75,000/year
Date of Services	2013 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Desert Hot Springs Successor Agency, Desert Hot Springs Financing Authority, Desert Hot Springs Health and Wellness Foundation, New Market Tax Credit Audit (Desert Hot Springs Health and Wellness Foundation), Annual State Controller's Reports, AUP/Transient Occupancy Tax, Utility User Tax, DHS Housing Audits.
Name of Public Agency	City of Gardena
Contact Info	Mr. Clint Osorio Phone: (310) 217-9503 Email: cosorio@ci.gardena.ca.us
Dollar Value Contract	\$75,000
Date of Services	2007 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Municipal Bus Line Enterprise Fund, Family Child Care Program, AUP – Cash Receipt, AUP – Wire Transfer Process.
Name of Public Agency	City of National City
Contact Info	Mr. Phillip Davis, Financial Analyst Phone: (619) 336-4246 Email: pdavis@nationalcityca.gov
Dollar Value Contract	\$70,000/year
Date of Services	2013 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Audit, GFOA Award, Single Audit, GANN Limit, HUD Single Audit/Morgan Towers, Financial and Compliance Reports – Kimball Towers, Annual State Controller's Report

Name of Public Agency	San Diego Metropolitan Transit System
Contact Info	Ms. Erin Dunn, Controller Phone: (619) 557-4536 Email: erin.dunn@sdmts.com
Date of Services	2005 – Present
Dollar Value Contract	\$225,000/year
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, San Diego Transit Corporation Employee's Retirement Plan, AUP/National Transit Database (NTD): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Transportation Development Act (TDA): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Indirect Costs, and Public Transportation Modernization Improvement Service Enhancement Account (PTMISEA).

GFOA Award Program

The Pun Group LLP realizes the importance of maintaining the Certificate for Excellence in Financial Reporting from the GFOA. Our professionals are exceptionally well qualified in assisting governments in obtaining and maintaining their certificates.

The Firm's commitment and involvement in the development of auditing and accounting standards can be shown in our active participation in the GFOA's financial statements certificate programs. 100% of our current clients who submitted their Annual Comprehensive Financial Report to the GFOA received these awards.

Also, two of our senior partners, Mr. Gary Caporicci and Mr. John F. Georger, are members of the Government Finance Officers Association and participate in the GFOA Special Review Committee.

Continuing Education and Professional Development

Because of our commitment to provide the highest quality of services to the City, we provide our professionals with technical training to ensure our people stay current on topics within the industry sectors and better equip themselves to serve our clients.

All professionals are required to obtain continuing education that exceeds the requirements of the American Institute of Certified Public Accountants (AICPA) and, where applicable, *Government Auditing Standards*. Our professionals participate in continuing education programs through the following means:

- Governmental Accounting and Auditing Conference sponsored by AICPA.
- Webinar sponsored by AICPA Government Audit Quality Center.
- Annual Conference sponsored by California Society Municipal Finance Officers.
- Governmental Accounting and Auditing Conference sponsored by CalCPA.
- The Pun Group in-house training on government-specific topics, including but not limited to: GASB updates, Government Auditing Standards Revision, Fraud in State and Local Governments, COSO Internal Control-Integrated Framework, Audit of State and Local Governments, Single Audit, and Mindbridge AI Auditors™.



In 2021, our government professionals received an average of 52 hours of continuing professional education, compared with the 40 hours of the accounting industry requirement.

By expanding our knowledge through these seminars/conferences, we can provide the right solutions to our clients.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

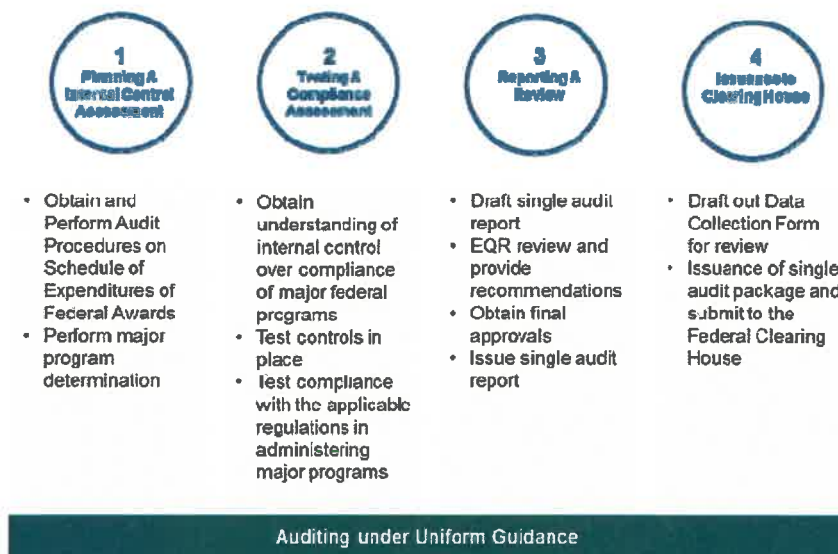
Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which includes following various professional development activities.

Firm's Experience with Single Audit and Grants

The Pun Group ^{LLP} works with numerous organizations that receive extensive governmental funding and are subject to auditing under Uniform Grant Guidance. This Firm's specialization helps our audit team understand the procedures' nuances and execute the engagement accordingly. We also assist in preparing the data collection form and preparing the reporting package for submission to the federal audit clearinghouse.

The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated its commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. Also, we are a recipient of the *Single Audit Resource Center's Award for Excellence*. This award is based on the positive feedback result from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction.

We utilize standardized audit programs from the federal government's Compliance Supplement to ensure that our procedures meet the federal standards. Our audit programs are continually updated to reflect the revisions of OMB. Our Uniform Guidance risk-based approach focuses on areas of higher risk of noncompliance. Such an approach truly reflects the federal government's intent by concentrating on the following four steps:



- 1. Planning & Internal control assessment:** The engagement team will obtain an understanding of the City and its operating environment and its internal control over the Schedule of Expenditures of Federal Awards. The engagement team will perform the major program determination and communicate with the City's management before conducting major program testing.
- 2. Testing & compliance assessment:** The engagement team will obtain an understanding of internal control over compliance on the direct and material compliance requirements for each major program. The engagement will perform testing on internal controls over compliance to ensure the controls are in place working effectively and properly and that the City is in compliance with the applicable regulations in administering major programs.
- 3. Reporting & Review:** The engagement team will review and prepare the single audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be issued to the management or the Charge with Governance, depending on the magnitude of the issues. Upon obtaining the final approvals from management, the Single Audit report will be issued.
- 4. Issuance to Clearing House:** The engagement team will assist the City in drafting out the data collection form and completing the final submission, including uploading the audit package to the Federal Clearing House.

Firm's Experience with Audits in Accordance with the Transportation Development Act (TDA)

Our team is extremely experienced in performing program-specific audits according to applicable statutes, rules, and regulations of the State of California Transportation Development Act ("TDA"), including the requirements of the Southern California Association of Governments' Transportation Development Act Conformance Auditing Guide. Some examples are:

- City of Morro Bay
 - Local Transportation Fund – Non-Transit The Bike Path Special Revenue Fund
 - Local Transportation Fund Roads Special Revenue Funds
 - The Transit Enterprise Fund
- City of Calexico – Compliance with the Transportation Development Act Article 3 and Article 8e
- City of Culver City Bus Line
- City of Gardena Bus Line – Gtrans
- City of Lodi (Special Purpose Audits – Federal Transit Administration)
- City of Patterson Transportation Development Act Funds
- City of Redding – Redding Area Bus Authority
- City of Rohnert Park Transportation Development Act Funds
- City of Shafter Transportation Development Act Funds
- Shasta Regional Transportation Agency
- Imperial County Local Transportation Authority
- San Diego Metropolitan Transit System
 - San Diego Metropolitan Transit System – Compliance with the Transportation Development Act Article 4 and Article 4.5
 - San Diego Transit Corporation – Compliance with the Transportation Development Act Article 4 and Article 4.5
 - San Diego Trolley, Incorporated – Compliance with the Transportation Development Act Article 4 and Article 4.5
- SunLine Transit Agency
- Gold Coast Transit
- North County Transit District
- Ventura County Transportation Commission

Firm's Experience with Tyler Technologies and Their Solutions

We understand the City of Montebello currently utilizes New World Systems by Tyler Technologies for general ledger, accounts payable, payroll, purchasing, budgeting, human resource management, fixed assets, project accounting, and cashiering. Several of our clients utilize Tyler Technologies' software as their financial software as well. Our team will employ their experience with other engagements and hit the ground running with no downtime. Some examples of our clients who utilize Tyler Technologies are:



Client Name	Office	Industry
Madera, City of	Santa Ana	Local Government
Encinitas, City of	San Diego	Local Government
Rohnert Park, City of	Walnut Creek	Local Government
San Elijo JPA	San Diego	Special District
Shafter, City of	Santa Ana	Local Government
Lodi, City of	Walnut Creek	Local Government
Lakewood, City of	Orange County	Local Government
Culver City, City of	Orange County	Local Government
Perris, City of	Orange County	Local Government
Lynwood, City of	Orange County	Local Government

City of Montebello

Gardena, City of	Orange County	Local Government
Monterey, City of	Orange County	Local Government
South Gate, City of	Orange County	Local Government
South Bay Regional Communications	Orange County	Local Government

Firm's Experience with State Controller's Reports

The Pun Group LLP has assisted numerous clients with the preparation of the required reports by the California State Controller's Office. Some of these experiences are as follows:

Cities Financial Transactions Report:

- City of Adelanto
- City of Bell
- City of Culver City
- City of Hercules
- City of Laguna Niguel
- City of Lynwood
- City of Morro Bay
- City of National City
- City of Perris
- City of South Gate
- City of Arvin
- City of Coachella
- City of Desert Hot Springs
- City of Placentia
- City of Lakewood
- City of Monterey
- City of Napa
- City of Palm Springs
- City of Rohnert Park
- City of Stockton

Annual Street Report:

- City of Desert Hot Springs
- City of Laguna Niguel
- City of Napa
- City of Palm Springs
- City of Perris
- City of Stockton

Special Districts Financial Transactions Report:

- Special District of West End Water Development Treatment and Conservation Joint Powers Authority
- Special District of West Valley Water District
- Special District of Coachella Financing Authority
- Special District of Coachella Sanitary District (Riverside)
- Special District of Coachella Water Authority
- Special District of Desert Hot Springs Public Financing Authority
- Special District of Desert Hot Springs Successor Agency
- Special District of Perris Public Utility Authority
- Special District of Perris Public Financing Authority
- Special District of Perris Joint Powers Authority
- Special District of Central Basin Municipal Water District
- Special District of Marina Coast Water District
- Special District of Menlo Park Fire Protection District
- Special District of San Bernardino County Fire Protection District

Transit Operators Financial Transactions Report:

- City of Arvin
- City of Culver City

Firm's Expertise and Experience in Governmental Accounting Rules and Regulations, Including Implementation of new GASB Pronouncements

Changing federal laws, statutes, ordinances, and compliance provisions have created unprecedented complexity in public accounting today. Our GASB Implementation Specialist, Mr. Gary Caporicci, has helped our clients implement new standards while adapting to changes within the existing standards. Our partners serve on committees that have input into how new standards are written. They actively participate in industry associations focused on state and local governments. By participating in industry associations and activities, we are always up to date on the latest industry changes and their impact on your operations. We will keep you and our colleagues in the Firm fully informed of these developments.

Also, our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants and taken on significant roles within and outside government agencies. Such experience brings to our clients the thought leadership, quality, and level of expertise they require.

The Firm is well versed and experienced in assisting our clients with the implementation of the applicable GASB pronouncements every year, such as GASB 34, GASB 54, GASB 65, GASB 68, GASB 75, and GASB 84. Mr. Gary Caporicci, as a chair of the California Committee on Municipal Accounting "CCMA," wrote "white papers" on each of these pronouncements.

Throughout the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to upcoming statements that will become effective and work with the City to create a plan to address new standards before the implementation period. This step will allow the finance department staff the needed time to be prepared.

Special Attention: GASB Pronouncements Effective for Reporting Year 2022

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements

The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions.

Effective Date: for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements

The requirements of this Statement will improve financial reporting by establishing a definition for subscription-based information technology arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions that meet that definition.

Effective Date: for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

GASB Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for IRC Section 457 Deferred Compensation Plans

The requirements that exempt governments from reporting defined contribution pension/OPEB plans in a fiduciary trust fund, unless the government actually controls the assets, are effective immediately. This limits the applicability of paragraph 7 of GASB 84 to defined benefit pension/OPEB plans that are administered through qualifying trusts.

(The requirements of this statement that are related to the financial accounting and reporting for IRC Section 457 plans are effective for reporting the year 2022)

GASB Statement No. 98, The Annual Comprehensive Financial Report

This Statement establishes the term annual comprehensive financial report and its acronym ACFR.

Effective Date: for fiscal years ending after December 15, 2021, and all reporting periods thereafter.

Who We Are

The engagement team was carefully selected to provide the City with all the services needed to complete the audit successfully. Your assigned Engagement and Technical Partners will be personally involved in the project, leading a team that has significant experience in *governmental auditing*. You can be confident that our broad experience and technical capabilities will allow us to provide technical support, interpret findings, and offer practical solutions to any issues that may arise.

About Your Engagement Team

The personnel assigned to this engagement are fully qualified to perform an effective audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants, as well as held significant roles within and outside of government agencies. Such qualities will bring to an entity like the City of Montebello the thought leadership, quality, and level of experience it requires.

Because of the "familiarity threat" under the professional audit and independence standards that may exist in long-term relationships with audit firms, the Firm is committed and has sufficient resources to rotate engagement partners, managers, and or supervisors assigned to the City's audit with personnel with similar or higher qualifications and experience in order to overcome this threat.

If the Firm changes key personnel, we will provide the City with a written notification. **Engagement partners, managers, and specialists will only be changed with the express prior written permission from the City.** Audit personnel may be replaced only by those with similar or better qualifications and experience.



Kenneth H. Pun, CPA, CGMA | Engagement/Lead Partner

Kenneth Pun is the Managing Partner and an Assurance Partner at the Firm. With over twenty-one years of public accounting experience in the state and local government sector, he specializes in audits, management, and consulting for governmental organizations. Mr. Pun has served as the Contract Deputy Finance Director for the City of San Marino in 2017. He has served as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. He is a Certified Public Accountant and a Chartered Global Management Accountant.

Mr. Pun will actively serve as the Engagement/Lead Partner overseeing the Engagement Team, developing the audit plan, reviewing fieldwork for quality, approving final reports, and communicating with the Finance Department. He will also be responsible for the timely delivery of all services for the City.



Frances J. Kuo, CPA, CGMA | Technical/Concurring Partner

Frances Kuo is an Assurance Services Partner. She has extensive experience in providing audit and advisory services to local government agencies, including public pension plans, cities, counties, special districts, community colleges, and joint powers authorities, as well as not-for-profit organizations. Ms. Kuo brings a wealth of experience from her background in audits and advisory services in areas such as internal controls, policy development, and accounting system implementation. She is a Certified Public Accountant and a Chartered Global Management Accountant.

Ms. Kuo will act as the Technical/Concurring Partner and provide a second partner review of significant high-risk areas, audit reports, and resolution of significant accounting, auditing, and reporting matters.

City of Montebello



John ("Jack") F. Georger, CPA, CIA, CGMA | Quality Control Reviewer

Throughout his forty years of experience, Mr. Georger has spent many years in Big 4 and national firms. He worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB), the gold standard for audit firms throughout the United States. As the Chief Quality Officer in our Firm, he advises clients with their complex accounting questions and supports the engagement team with audit issues. He is a Certified Public Accountant, a Certified Internal Auditor, and a Chartered Global Management Accountant.

Mr. Georger is responsible for reviewing all reports issued by the Firm to ensure the utmost quality and compliance with professional standards and the final quality-control assessment within the engagement.



Gary M. Caporicci, CPA, CGFM, CFF | GASB Implementation Specialist

Gary Caporicci is an appointed member of the State Controller's Retirement Advisory Committee. Mr. Caporicci is a leading expert and has authored and taught several courses for CalCPA and AICPA on GASB 68, *Accounting and Financial Reporting for Pensions*, and GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. As an assurance partner with over forty years of experience, Mr. Caporicci has performed financial, compliance audit, and consultation services to government clients, including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. He is a Certified Public Accountant, a Certified Government Financial Manager, and Certified in Financial Forensics.

Mr. Caporicci will utilize his expertise in providing advice and consultation during the implementation of the new GASB standards.



Andrew Roth, CPA | Engagement Director

Andrew Roth is a Director within the Firm who holds an Advanced Certification in Single Audits through the AICPA. He draws more than a decade of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. He is a Certified Public Accountant.

Mr. Roth will direct and supervise the audit team in its daily activities and tasks in order to deliver all services requested.



Mark Hu, CPA | Audit Supervisor

Mark is a Supervisor within the Firm. He will work with the engagement team and the finance personnel during the auditing process. He is a Certified Public Accountant.

Mr. Hu will secure the effective implementation of the services approach while assisting in the timely delivery of the requested services.

Engagement Team Resumes

The City of Montebello deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors will be utilized to perform the requested services. Resumes for key engagement team members are presented in the Appendices section of this proposal.

Proposed Scope of Services

Understanding the Engagement

The City of Montebello is requesting the Firm to perform Audit Services and issue opinions on the City's financial statements. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the *Generally Accepted Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Firm will perform the following services:

- ✓ Financial Statement Audits and issuance of an opinion statement on the **Annual Comprehensive Financial Report** of the City of Montebello. The audit will be conducted in accordance with *Generally Accepted Government Auditing Standards*. The report will be in full compliance with all current GASB pronouncements.

The Firm will assist in meeting the requirements for the Government Finance Officers Association (GFOA) "**Certificate of Achievement for Excellence in Financial Reporting.**"

- ✓ If needed, prepare a **Single Audit Report** which will include the following:
 - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments," and the Single Audit Act of 1984 (Public Law 98-502).
 - Schedule of Expenditures of Federal Awards.
 - Notes to Schedule of Expenditures of Federal Awards.
 - Schedule of Findings and Questioned Costs.
 - Any other required schedules or reports.
 - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Perform agreed-upon procedures over the City's **Article XIIIB GANN Appropriations Limit Calculations**.
- ✓ Issue all communications required in accordance with **Statement on Auditing Standards No. 114** to those charged with governance (City Council) and management.
- ✓ Prepare the annual **California State Controller's Office Cities Financial Transactions** ("SCO") Report, as well as the annual State Controllers Report reflecting the financial transactions for **Transit** and non-Transit Funds and the **Public Financing Authority**.
- ✓ Perform and audit of the **Transit Fund Financial Statements** and prepare the Independent auditor's report on internal control over financial reporting, compliance, and other matters, based on an audit of financial statements performed according to government auditing standards.
- ✓ Prepare the Annual **National Transit Database (NTD)** report completed according to the standards established by the Federal Transportation Administration.

City of Montebello

Provided By Client (PBC) Lists: They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the City in order to be reasonably prepared for a field audit. The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the City according to the agreed-upon schedule.

Proposed Audit Adjustments: All proposed adjusting journal entries by the Firm will be discussed and explained in a timely manner with the designated Finance Department personnel. Such proposed adjustments will be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added in a written agreement before commencing audit work. The Firm and the City of Montebello will discuss and approve the scope and associated costs of these tasks.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

GASB Implementation: The Firm will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Gary Caporicci, who will be responsible for providing advice and consultation for the implementation of these new standards. The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. We will also provide training, resources, and information on topics relevant to the City's financial reporting and operations. *(Based on the scope, additional charges may apply.)*

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware. The engagement team will also make all communications to the City required by the audit standards under which the engagement is performed. Those communications include, but are not limited to:

- a) The auditor's responsibility under generally accepted auditing standards.
- b) Significant accounting policies.
- c) Management judgment and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.
- f) Disagreements with management.
- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of seven (7) years unless the City of Montebello notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available to the City or any government agencies included in the audit of federal grants.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Conflict of Interest Statement and Other Important Information

The Firm had no relationship or conflicts with the City of Montebello during the past five (5) years. The Firm will give the City of Montebello written notice of any professional relationships entered into during the period of the engagement.

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits.

Firm Registration:

California State Board of Accountancy Number – PAR 7601
Federal Identification Number – 46-4016990

Independence

The Pun Group LLP requires all employees to adhere to strict independence standards concerning the Firm's clients. These independence standards exceed, in many instances, the rules promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group LLP certifies that it is independent of the City of Montebello. The Firm meets independence requirements defined by the United States Government Accountability Office's (US GAO's) Government Auditing Standards and the American Institute of Certified Public Accountants (AICPA). Based on that, we have not identified an instance that constitutes a conflict of interest relative to performing the services requested by the City.

Business License

If selected, the Firm will maintain a valid City of Montebello Business License while conducting any work under the contract.

Insurance

If selected, the Firm will maintain the minimum insurance requirements during the entire execution of the agreement with the City of Montebello. Within five days from the implementation of the contract, we will furnish the City of Montebello with satisfactory evidence of the insurance requirements and proof that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the entire period of the agreement. The City of Montebello will be named as an additional named insured under the Firm's policies. Evidence of insurance is being provided under the Appendix A section of this proposal.

Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

State regulatory bodies or professional organizations have taken no disciplinary action against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers, or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Montebello.

Cost Proposal

Total All-Inclusive

Our proposed fees ⁽¹⁾ ⁽²⁾ for Audit Services for a three (3) year agreement starting with the fiscal year ending June 30, 2022, with an option to extend for two (2) additional, one (1) year terms are as follows:

Description of Services Provided	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25 (Optional)	FY 2025-26 (Optional)
City's Financial Audit and Related Reports	\$ 53,500	\$ 55,105	\$ 56,758	\$ 58,461	\$ 60,215
Single Audit - up to 2 major programs	8,000	8,240	8,487	8,742	9,004
Data Collection Form	Included	Included	Included	Included	Included
SAS 114	Included	Included	Included	Included	Included
GANN Limit	500	515	530	546	563
State Controller's Report - City	3,000	3,090	3,183	3,278	3,377
State Controller's Report - Public Financing Authority	1,000	1,030	1,061	1,093	1,126
State Controller's Report - Transit	1,000	1,030	1,061	1,093	1,126
New GASB Pronouncements	2,500	2,575	2,652	2,732	2,814
Annual National Transit Database (NTD) Report	5,000	5,150	5,305	5,464	5,628
Transit Fund Financial Statements (TDA)	3,500	3,605	3,713	3,825	3,939
Total All-Inclusive Price	\$ 78,000	\$ 80,340	\$ 82,750	\$ 85,233	\$ 87,790

- (1) Single Audit fees are based on two (2) major programs. The fee for auditing additional major programs will be \$4,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Montebello's Management before starting Single Audit work.
- (2) Services related to the implementation of GASB 87, *Leases*, and Implementation of Guide No. 2019-3, *Leases* may require additional charges. The Engagement Team will discuss details with the City of Montebello's Management before starting GASB 87 implementation work.

Components Cost

The cost breakdown by component is as follows:

City's Financial Audit and Related Reports	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	24	\$ 275	\$ 6,600	\$ 6,798	\$ 7,002	\$ 7,212	\$ 7,428
Managers	48	\$ 200	9,600	9,888	10,185	10,490	10,805
Supervisory Staff	120	\$ 150	18,000	18,540	19,096	19,669	20,259
Professional Staff	240	\$ 125	30,000	30,900	31,827	32,782	33,765
Clerical	4	\$ 75	300	309	318	328	338
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(11,000)	(11,330)	(11,670)	(12,020)	(12,380)
Total All-Inclusive	436		\$ 53,500	\$ 55,105	\$ 56,758	\$ 58,461	\$ 60,215

Single Audit (up to 2 Major Programs)	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	5	\$ 200	1,000	1,030	1,061	1,093	1,126
Supervisory Staff	16	\$ 150	2,400	2,472	2,546	2,623	2,701
Professional Staff	32	\$ 125	4,000	4,120	4,244	4,371	4,502
Clerical	2	\$ 75	150	155	159	164	169
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(100)	(103)	(106)	(109)	(113)
Total All-Inclusive	57		\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004

City of Montebello

GANN Limit	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	-	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -
Managers	1	\$ 200	200	206	212	219	225
Supervisory Staff	-	\$ 150	-	-	-	-	-
Professional Staff	3	\$ 125	375	386	398	410	422
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(75)	(77)	(80)	(82)	(84)
Total All-Inclusive	4		\$ 500	\$ 515	\$ 530	\$ 546	\$ 563

State Controller's Reports - City, Transit, PFA	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	10	\$ 150	1,500	1,545	1,591	1,639	1,688
Professional Staff	24	\$ 125	3,000	3,090	3,183	3,278	3,377
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(850)	(876)	(902)	(929)	(957)
Total All-Inclusive	40		\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,629

New GASB Pronouncements	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	6	\$ 275	\$ 1,650	\$ 1,700	\$ 1,750	\$ 1,803	\$ 1,857
Managers	8	\$ 200	1,600	1,648	1,697	1,748	1,801
Supervisory Staff	-	\$ 150	-	-	-	-	-
Professional Staff	-	\$ 125	-	-	-	-	-
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(750)	(773)	(796)	(820)	(844)
Total All-Inclusive	14		\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814

Annual National Transit Database (NTD) Report	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	10	\$ 150	1,500	1,545	1,591	1,639	1,688
Professional Staff	24	\$ 125	3,000	3,090	3,183	3,278	3,377
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(850)	(876)	(902)	(929)	(957)
Total All-Inclusive	40		\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628

City of Montebello

Transit Fund Financial Statements (TDA)	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	8	\$ 150	1,200	1,236	1,273	1,311	1,351
Professional Staff	12	\$ 125	1,500	1,545	1,591	1,639	1,688
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(550)	(567)	(583)	(601)	(619)
Total All-Inclusive	26		\$ 3,500	\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939

Rates for Additional Professional Services

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Montebello. The Firm will also absorb these costs. Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 275
Manager(s)	\$ 200
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Montebello at the rates outlined in the Total All-Inclusive Maximum Price section in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%

Let's Get to Work!

Benefits of Choosing The Pun Group LLP

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to give the City of Montebello solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the engagement team members, the overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Montebello while providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for allowing us to submit our qualifications to provide you with Audit Services. Please direct inquiries to:

Kenneth H. Pun, CPA, CGMA
Managing Partner
Email: ken.pun@pungroup.com
Phone: (949) 777-8801 | Fax: (949) 777-8850

Sincerely,

A handwritten signature in black ink that reads "The Pun Group, LLP". The signature is written in a cursive, flowing style.

The Pun Group LLP
Certified Public Accountants and Business Advisors

Appendix A – Engagement Team Resumes

Staff Continuity

The Pun Group LLP is committed to maintaining staff continuity throughout audit engagements, and we can assure you that the partners assigned to this audit will be involved throughout the entire contract term.

While we cannot guarantee that our staff level members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. Also, we offer benefits, including retirement plans, medical plans, profit-sharing programs, and continuing education.

Engagement Team Resumes

The City of Montebello deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors will be utilized to perform the requested services. Resumes for key engagement team members are as follows:



Kenneth H. Pun
CPA, CGMA
Engagement/
Lead Partner



EMAIL
ken.pun@pungroup.com



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group ^{LLP}, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the "Top Accounting Firms" in Orange County, according to the Orange County Business Journal. The Pun Group is also on the list of CalCPA Top 150 firms.

Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to very large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology, and manufacturing and distribution clients. His career in public accounting was spent primarily with Regional firms and National firms.

Leveraging more than 21 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for the California Education Foundation. He has authored training materials in governmental accounting and auditing, such as Financial Reporting for State and Local Governments, 2018 Government Auditing Standards, and Single Audit Fundamentals for California Education Foundation. He is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits. He advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm's quality controls.

EDUCATION

University of California, Riverside
B.S. Degree – Business Administration, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA California Committee on Municipal Accounting
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, CSMFO Professional Standards Committee
- Speaker, CSMFO Conference (2014 and 2018)
- Instructor, CalCPA Education Foundation
- Technical Reviewer, CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits

RELEVANT EXPERIENCE

- City of Stockton
- City of Palm Springs
- City of Lakewood
- City of Pomona
- City of Clovis
- City of San Bernardino
- City of Desert Hot Springs
- City of National City
- City of Redding
- City of Shafter

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Frances J. Kuo

CPA, CGMA

Technical/
Concurring Partner



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frances.kuo@pungroup.com



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



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EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Frances Kuo is a Partner in The Pun Group, LLP's Assurance division. Frances has over sixteen (16) years of accounting and auditing experience working with governmental agencies, not-for-profit entities, and employee benefit plans. Frances also has particular expertise in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Guidance, formerly known as OMB Circular A-133 standards.

Frances has performed audits and other attestation services for several municipalities throughout California, including cities, counties, successor agencies to former redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. She has assisted these clients in publishing their Annual Comprehensive Financial Reports in compliance with GASB Statement No. 34.

Frances is the in-house instructor who provides training, both theoretical and on-the-job training, to lower-level staff. She has developed training materials on the risk-based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

EDUCATION

University of California, Riverside
B.S. Degree – Business Administration, Emphasis in Accounting

University of California, Riverside
BA Degree – Economics

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, California Society of Municipal Finance Officers (CSMFO)

RELEVANT EXPERIENCE

- City of Cerritos
- City of Desert Hot Springs
- City of Glendora
- City of Pomona
- City of Culver City
- City of Coachella
- City of Gardena
- City of Industry
- City of Lakewood
- City of Perris

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



John F. Georger, Jr.
CPA, CIA, CGMA
Quality Control
Reviewer



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Expertise:



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NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona
Nevada

EXPERIENCE

Jack Georger is the Chief Quality Officer within The Pun Group LLP's Assurance division. By leveraging more than forty (40) years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing, and nonprofit sectors, Mr. Georger brings in-depth knowledge and practical expertise to each engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits, and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. Jack has authored training material in governmental accounting and auditing for the AICPA. He is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, the District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive). He is a Certified Internal Auditor (CIA).

EDUCATION

George Mason University Fairfax, Virginia
B.S. Degree -- Accounting

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

He has instructed over 300 hours of municipal accounting courses offered by the AICPA.

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Gary M. Caporicci
CPA, CGFM, CFF
GASB
Implementation
Specialist



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WEBSITE
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Expertise:



CITIES



COUNTIES



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AGENCIES



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HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary's clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars, and conferences held by industry associations, other accounting firms, and universities. Also, he authors white papers for the California Committee on Municipal Accounting.

Before working with the Firm, Gary founded his accounting practice. He also spent eleven years with a "Big Eight" professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Gary has held a consultant position with a "Big Four" practice and was Vice President of a national insurance and financial services company.

In 2015 Gary Caporicci was appointed to the State Retirement Advisory Committee by the State Controller.

EDUCATION

Armstrong University
B.S. Degree – Accounting and Finance

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Author, and Instructor, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Governmental Accounting Standards Board (GASB)
- Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- National Reviewer and Speaker, Government Finance Officers Association
- Adjunct Professor, National University
- Past Member, Texas Governmental Accounting and Auditing Committee
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

CONTINUING PROFESSIONAL EDUCATION

Author and instructor of various municipal accounting courses offered by the AICPA, CalCPA Education Foundation, and local universities, including:

- Governmental and Non-profit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Andrew Roth
CPA
Engagement
Director



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Expertise:



CITIES



COUNTIES



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EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Andrew Roth is a Director within The Pun Group LLP. He has more than twelve (12) years of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. His client portfolio consists of moderate to large municipalities (cities and counties), municipal transportation districts, water districts, municipal electric utilities, and non-profit organizations whose missions involve building communities. His governmental agency clients have federal grant expenditures that range from \$100 million to \$750 million annually.

In various engagements, Andrew has been responsible for leading the service delivery where he has actively contributed to and managed the planning process, implementation of the audit work plan, supervision of multiple audit teams, provided yearly team updates on the changes in compliance testing requirements for the Single Audits, and preparation of all deliverables including the Annual Comprehensive Financial Reports, the Single Audit, Compliance Reports, Data Collection Forms, and City Council/Board presentations. He has also been a guest speaker on topics involving Federal grants, such as Update to Yellow Book Standards, Compliance Auditing, and Updates to the Uniform Guidance Procurement Requirements.

EDUCATION

San Diego State University
B.A. Degree – Accounting



LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of San Bernardino
- City of Placerville
- City of Beaumont
- City of Lodi
- City of Clovis
- City of National City
- City of Shafter
- Imperial County Local Transportation Authority
- San Diego Metropolitan Transit System

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Non-profit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Mark Hu
CPA
Audit Supervisor



EMAIL
mark.hu@pungroup.com



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Mark Hu, CPA, is a Supervisor at The Pun Group LLP with more than eight years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Hu has worked with clients in a variety of industries, including large not-for-profits entities, insurance carriers, manufacturing and distribution, and government entities.

Mark has been responsible for managing, planning, and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operating inefficiencies or potential internal control weaknesses and developed findings into recommended courses of action and into report comments and recommendations for resolution.

Mr. Hu has provided accounting support services to local not-for-profits and governments, including financial statement analysis and preparation.

EDUCATION

Hofstra University, New York
M.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of Redding
- City of Ridgecrest
- City of Culver City
- City of Lynwood
- City of Douglas, AZ
- City of Rohnert Park
- City of South Gate
- City of Placerville
- Alameda County Water District

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Appendix B- Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT NAME: Sarah Caballero PHONE (A/C, No, Ext): 714-824-8300 FAX (A/C, No): 714-573-1770 E-MAIL: scaballero@wgbib.com ADDRESS:	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great Divide Insurance Company INSURER B: Travelers Property Casualty INSURER C: Valley Forge Insurance Co. INSURER D: National Fire Ins Co. INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** 80570923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: ☒ OCCUR ☒ 50 deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	7013134445	3/1/2022	3/1/2023	EACH OCCURRENCE: \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence): \$ 1,000,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADV INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMPROP AGG: \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		7013117845	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
B	UMBRELLA LIAB EXCESS LIAB ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	7013138468	3/1/2022	3/1/2023	EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N N/A	7013134493 7013138289	3/1/2022 3/1/2022	3/1/2023 3/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000 3,000,000 agg 1,000,000
A	E&O Retro 12/28/11		CAB20235902	3/1/2022	3/1/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Great Divide Insurance Company AM Best Rating A+ XV

Certificate holder(s) is/are named as additional insured per attached endorsements subject to the terms & conditions of the policy:
 General Liability Additional Insured & Waiver of Subrogation # SB146932G
 General Liability Primary & Contributory #CA80103XX
 Umbrella Policy follows form for General Liability, Auto Liability and Employers Liability
 Auto Primary and Non-Contributory & Waiver of Subrogation #CA00011013
 Auto Designated Insured #IL 02 70 07 20
 See Attached...

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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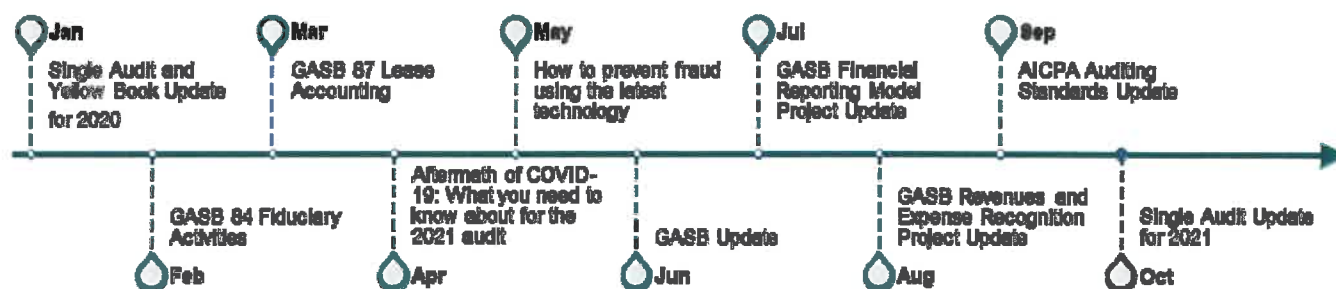
Appendix C– Available Training

Client Training Webinars

We pride ourselves in leading the governmental auditing profession nationwide and statewide. Members of our team have been assigned to the AICPA and State Government Accounting and Audit committees. Our membership with these two levels of government keeps us current, and such involvement helps our Firm with the constant changes in accounting and auditing standards, laws and regulations, and compliance provisions, which have created an unprecedented complexity in public accounting for state and local governments.

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. Since last year, by implementing “Webinars,” we’re expanding our horizons and offering our clients 15 hours of Continuing Professional Education (CPE). These sessions are **free of charge** and part of the service package provided to our clients.

Our 2021 *Virtual Governmental Accounting Webinars* presented the following topics:



So far in 2022, we have presented the following topics:

- February 2nd: Pun Group and LeaseQuery: An Introduction to GASB 87

Additional topics and dates for the 2022 *Virtual Government Accounting Webinars* will be released in April 2022.

Appendix D– Current Clients

A representative list of our current clients is as follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Adelanto	2021 – Present	Yes	Yes	Yes	700
City of Alameda	2019 – Present	Accounting and Consulting Services			150
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Corona	2021 – Present	Yes	Yes	Yes	640
Town of Corte Madera	2022 – Present	Yes	Yes	N/A	400
Town of Danville	1999 – Present	Yes	Yes	Yes	400
City of Douglas, AZ	2020 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	700
City of Gardena	2007 – Present	Yes	Yes	Yes	700
City of Gilroy	2020 – Present	Yes	Yes	Yes	640
City of Glendora	2017 – Present	Yes	Yes	Yes	430
City of Gustine	2017 – Present	Yes	N/A	N/A	400
City of Hemet	2015 – Present	Yes	Yes	N/A	380
City of Hercules	2020 – Present	Yes	Yes	Yes	450
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Lomita	2020 – Present	Accounting and Consulting Services			150
City of Lodi	2018 – Present	Yes	Yes	Yes	760
City of Lynwood	2016 – Present	Yes	Yes	Yes	585
City of Madera	2019 – Present	Yes	Yes	Yes	470
City of Monterey	2016 – Present	Yes	Yes	Yes	620

City of Montebello

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Napa	2019 – Present	Yes	Yes	Yes	750
City of National City	2013 – Present	Yes	Yes	Yes	600
City of Palm Springs	2020 – Present	Yes	Yes	Yes	1,000
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Perris	2019 – Present	Yes	Yes	Yes	840
City of Placentia	2016 – Present	Yes	Yes	Yes	620
City of Placerville	2008 – Present	Yes	Yes	N/A	400
City of Redding	2016 – Present	Yes	Yes	Yes	600
City of Redlands	2022 – Present	Yes	Yes	Yes	650
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of Rohnert Park	2020 – Present	Yes	Yes	Yes	700
City of San Mateo	2021 – Present	Yes	Yes	Yes	900
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Shafter	2017 – Present	Yes	Yes	Yes	400
City of South Gate	2016 – Present	Yes	Yes	Yes	480
City of Stockton	2012 – Present	Yes	Yes	N/A	3,000
City of Tracy	2021 – Present	Yes	Yes	Yes	960
City of Visalia	2021 – Present	Yes	Yes	Yes	650
Imperial County Transportation Commission	2020 – Present	Yes	Yes	Yes	600
Nevada County Transportation Commission	2021 – Present	Compliance Services			450
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Shasta Regional Transportation Agency	2015 – Present	Yes	N/A	N/A	400
Alameda County Water District	2018 – Present	Yes	Yes	N/A	550
Carmel Area Wastewater District	2022 – Present	Yes	Yes	N/A	150
CAWD/PBSCD Wastewater Reclamation Project	2022 – Present	Yes	N/A	N/A	150
Central Basin Water District	2018 – Present	Yes	Yes	N/A	400
Gold Coast Transit District	2020 – Present	Accounting and Consulting Services			Hourly
Las Virgenes Municipal Water District	2014 – Present	Yes	N/A	N/A	400
Los Angeles County Law Library	2020 – Present	Yes	N/A	N/A	180
Marina Coast Water District	2012 – Present	Yes	N/A	Yes	240

City of Montebello

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
Menlo Park Fire Protection District	2015 – Present	Yes	Yes	Yes	240
NALEO Educational Fund and NALEO	2020 – Present	Yes	N/A	N/A	300
Olivenhain Municipal Water District	2019 – Present	Yes	Yes	Yes	200
Padre Dam Municipal Water District	2020 – Present	Yes	Yes	Yes	250
Rancho Murieta Community Services District	2019 – Present	Accounting and Consulting Services			800
Rancho Santa Fe Fire Protection District	2015 – Present	Yes	N/A	N/A	120
San Bernardino County Emergency Training Center	2020 – Present	Yes	N/A	N/A	50
San Bernardino County Preschool Services Department	2020 – Present	Yes	Yes	N/A	150
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
San Elijo Joint Powers Authority	2016 – Present	Yes	N/A	N/A	146
Santa Fe Irrigation District	2019 – Present	Yes	N/A	N/A	250
Sweetwater Authority	2022 – Present	Yes	Yes	Yes	270
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	100
South Orange County Water Authority	2017 – Present	Yes	Yes	Yes	240
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
Valley Sanitary District	2015 – Present	Yes	N/A	Yes	140
West Valley Mosquito and Vector Control District	2016 – Present	Yes	N/A	N/A	100
Zone 7 Water Agency	2020 – Present	Yes	Yes	Yes	400



ORANGE COUNTY ■ SAN DIEGO ■ BAY AREA ■ LAS VEGAS ■ PHOENIX

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EXHIBIT "B"

Schedule of Compensation

	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 Optional FY 24/25	Year 5 Optional FY 25/26
Proposed All-Inclusive Total	\$ 78,000.00	\$ 80,340.00	\$ 82,750.00	\$ 85,233.00	\$ 87,790.00
Contingency (10%)	\$ 7,800.00	\$ 8,034.00	\$ 8,275.00	\$ 8,523.30	\$ 8,779.00
Total	\$ 85,800.00	\$ 88,374.00	\$ 91,025.00	\$ 93,756.30	\$ 96,569.00

EXHIBIT "C"

Live Scan Fingerprinting Requirements

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

RESOLUTION NO. 22-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS**

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1530, consisting of 7 pages, and including:

Warrant No.

General: Checks No.596134 through; 596259
ACH No. 1953 through; 2024

On file in the office of the City Clerk, the same having been audited and approved by the Deputy Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of May 2022.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-31

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-31 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1530
From Payment Date: 04/21/22 - To Payment Date: 04/28/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
1953	04/21/2022	\$3,431.47	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
1954	04/21/2022	\$5,235.84	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
1955	04/21/2022	\$2,560.01	SUPPLIES	62880	AMERICAN MARKER
1956	04/21/2022	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
1957	04/21/2022	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
1958	04/21/2022	\$3,331.21	SUPPLIES	35980	SAEED RADMEHR
1959	04/21/2022	\$20,791.45	CONTRACT SERVICES	2102	JOHN P BEROKOFF
1960	04/21/2022	\$46,695.73	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
1961	04/21/2022	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
1962	04/21/2022	\$1,517.68	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
1963	04/21/2022	\$143.14	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
1964	04/21/2022	\$1,772.76	SUPPLIES	2455	THE ILLINI COMPANIES INC
1965	04/21/2022	\$698.86	CONTRACT SERVICES	2057	EVERNORTH BEHAVIORAL HEALTH
1966	04/21/2022	\$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
1967	04/21/2022	\$60.00	CONTRACT SERVICES	23660	DAIOHS USA
1968	04/21/2022	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
1969	04/21/2022	\$2,269.50	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
1970	04/21/2022	\$120.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
1971	04/21/2022	\$37,339.51	CONTRACT SERVICES	2793	IBE DIGITAL
1972	04/21/2022	\$80.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
1973	04/21/2022	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
1974	04/21/2022	\$7,316.25	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
1975	04/21/2022	\$40,018.84	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
1976	04/21/2022	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
1977	04/21/2022	\$1,909,745.04	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC
1978	04/21/2022	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
1979	04/21/2022	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
1980	04/21/2022	\$12.12	SUPPLIES	1120	BLUETRITON BRANDS INC



City of Montebello
Register of Demands No. 1530
From Payment Date: 04/21/22 - To Payment Date: 04/28/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
1981	04/21/2022	\$15,399.46	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
1982	04/21/2022	\$1,467.47	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
1983	04/21/2022	\$40.00	CARPPOOL INCENTIVE	69960	NICOLE I SAUCEDO
1984	04/21/2022	\$38,859.39	FUEL INVENTORY	1059	AMBER RESOURCES LLC
1985	04/21/2022	\$40.00	CARPPOOL INCENTIVE	3211	JESSICA SERRANO
1986	04/21/2022	\$1,575.47	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
1987	04/21/2022	\$200.00	TRAINING	2287	STACEY SMITH
1988	04/21/2022	\$40.00	CARPPOOL INCENTIVE	24280	MARTIN SOLANO
1989	04/21/2022	\$164.81	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
1990	04/21/2022	\$40.00	CARPPOOL INCENTIVE	3053	MICHAEL TELLES
1991	04/21/2022	\$330.75	CONTRACT SERVICES	395	MARIA TERESA VASQUEZ
1992	04/21/2022	\$2,792.81	SUPPLIES	3088	WAXIES ENTERPRISES LLC
1993	04/21/2022	\$1,374.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
1994	04/28/2022	\$274.70	SUPPLIES	3163	BANK OF AMERICA
1995	04/28/2022	\$1,474.15	SUPPLIES	3163	BANK OF AMERICA
1996	04/28/2022	\$1,156.00	SUPPLIES	3163	BANK OF AMERICA
1997	04/28/2022	\$1,646.27	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1998	04/28/2022	\$631.96	TRAVEL & MEETINGS	3163	BANK OF AMERICA
1999	04/28/2022	\$1,551.94	TRAINING	3163	BANK OF AMERICA
2000	04/28/2022	\$61.10	SUPPLIES	3163	BANK OF AMERICA
2001	04/28/2022	\$150.78	TRAINING	3163	BANK OF AMERICA
2002	04/28/2022	\$100.38	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2003	04/28/2022	\$10,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
2004	04/28/2022	\$3,109.05	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
2005	04/28/2022	\$2,050.84	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2006	04/28/2022	\$3,524.60	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
2007	04/28/2022	\$41,522.02	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2008	04/28/2022	\$471.87	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
2009	04/28/2022	\$1,075.75	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC



City of Montebello
Register of Demands No. 1530
From Payment Date: 04/21/22 - To Payment Date: 04/28/22

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2010	04/28/2022	\$1,767.71	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
2011	04/28/2022	\$1,873.60	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
2012	04/28/2022	\$1,600.00	ADVERTISING/PRINTING SERVICES	405	GREGORY C REUEL
2013	04/28/2022	\$763.95	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
2014	04/28/2022	\$2,033.14	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
2015	04/28/2022	\$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
2016	04/28/2022	\$44,256.60	CONTRACT SERVICES	42180	PCAM LLC
2017	04/28/2022	\$103.33	SUPPLIES	1120	BLUETRITON BRANDS INC
2018	04/28/2022	\$988.05	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
2019	04/28/2022	\$44,569.09	FUEL INVENTORY	1059	AMBER RESOURCES LLC
2020	04/28/2022	\$15,061.24	MACHINERY & EQUIPMENTS	1933	STRICTLY TECHNOLOGY LLC
2021	04/28/2022	\$695.00	EDUCATION REIMBURSEMENT	3005	TONY TORRES
2022	04/28/2022	\$1,361.86	SUPPLIES	3088	WAXIES ENTERPRISES LLC
2023	04/28/2022	\$4,740.00	CONTRACT SERVICES	3564	WESTGEN CONSTRUCTION CORP
2024	04/28/2022	\$1,800.00	CONTRACT SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
	ACH TOTAL	\$2,343,671.65			
596134	04/21/2022	\$136.03	BUILDING IMPROVEMENTS	1674	1st JON INC
596135	04/21/2022	\$509.77	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
596136	04/21/2022	\$95.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL INC
596137	04/21/2022	\$1,194.95	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
596138	04/21/2022	\$15,527.96	MACHINERY & EQUIPMENTS	3179	ADOBE INC
596139	04/21/2022	\$942.64	SUPPLIES	3041	ADVEXURE LLC
596140	04/21/2022	\$36,432.00	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
596141	04/21/2022	\$264.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
596142	04/21/2022	\$269.41	UTILITY SERVICES	39550	AT&T
596143	04/21/2022	\$3,373.58	UTILITY SERVICES	39550	AT&T
596144	04/21/2022	\$528.00	CONTRACT SERVICES	2854	AUTOMATED GATE SERVICES INC
596145	04/21/2022	\$250.00	GENERAL GOVERNMENT	3580	BARBARA BEJARANO
596146	04/21/2022	\$13,929.00	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT



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596147	04/21/2022	\$112.14	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596148	04/21/2022	\$26.02	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
596149	04/21/2022	\$2,412.23	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596150	04/21/2022	\$351.65	CONTRACT SERVICES	36870	CINTAS CORPORATION
596151	04/21/2022	\$9,281.35	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
596152	04/21/2022	\$195.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
596153	04/21/2022	\$6,139.94	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
596154	04/21/2022	\$200.00	TRAINING	54160	MONIQUE DELLIBOVI
596155	04/21/2022	\$302.56	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
596156	04/21/2022	\$419.68	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
596157	04/21/2022	\$1,296.63	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596158	04/21/2022	\$150.00	TRAINING	3589	GET SAFE
596159	04/21/2022	\$2,452.81	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
596160	04/21/2022	\$8,597.31	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
596161	04/21/2022	\$284.00	EDUCATION REIMBURSEMENT	568	JUAN M HERNANDEZ
596162	04/21/2022	\$897.00	EDUCATION REIMBURSEMENT	3547	ZACHARY HUMBER
596163	04/21/2022	\$80.00	CARPPOOL INCENTIVE	3585	LUPITA IBARRA
596164	04/21/2022	\$695.00	EDUCATION REIMBURSEMENT	3590	KYLE JORDAN
596165	04/21/2022	\$90.00	PARKS AND RECREATION	3581	ISRAEL LOPEZ
596166	04/21/2022	\$250.00	GENERAL GOVERNMENT	3582	REYNA LOPEZ
596167	04/21/2022	\$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
596168	04/21/2022	\$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
596169	04/21/2022	\$75.00	PERMITS AND FEES	58760	LOS ANGELES COUNTY REGISTRAR
596170	04/21/2022	\$6,597.19	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
596171	04/21/2022	\$976.42	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596172	04/21/2022	\$40,965.91	BUILDING IMPROVEMENTS	3365	MOHAWK COMMERCIAL INC
596173	04/21/2022	\$12.65	TRAVEL & MEETINGS	60300	NICOLE MOOSHAGIAN
596174	04/21/2022	\$574.55	SUPPLIES	15620	OFFICE DEPOT INC
596175	04/21/2022	\$40.00	CARPPOOL INCENTIVE	65330	WENDY PEREZ



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596176	04/21/2022	\$18.88	UTILITY SERVICES	36610	CITY OF PICO RIVERA
596177	04/21/2022	\$250.00	GENERAL GOVERNMENT	3579	ANTOINETTE RAMIREZ
596178	04/21/2022	\$200.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
596179	04/21/2022	\$577.00	GENERAL GOVERNMENT	3578	EDWARD ROBLES
596180	04/21/2022	\$40.00	CARPPOOL INCENTIVE	3584	BRENDA RODRIGUEZ
596181	04/21/2022	\$400.00	CONTRACT SERVICES	61140	MICHAEL SAVEDRA
596182	04/21/2022	\$6,657.21	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
596183	04/21/2022	\$4,401.24	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596184	04/21/2022	\$154,171.77	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
596185	04/21/2022	\$17,226.73	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
596186	04/21/2022	\$300.40	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
596187	04/21/2022	\$79,062.51	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
596188	04/21/2022	\$17,007.60	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
596189	04/21/2022	\$5,395.17	FRINGE BENEFITS	58990	VISION SERVICE PLAN
596190	04/21/2022	\$169.95	SUPPLIES	9470	W W GRAINGER INC
596191	04/21/2022	\$1,173.15	CONTRACT SERVICES	3572	JIM WARINO
596192	04/21/2022	\$17,129.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
596193	04/21/2022	\$280.95	CONTRACT SERVICES	2905	ZUTRA WATER
596194	04/28/2022	\$60.00	PARKS AND RECREATION	3469	STEVE MARTEL
596195	04/28/2022	\$438.37	TRAVEL & MEETINGS	3300	ALBERTO MIRANDA
596196	04/28/2022	\$636.58	CARPPOOL INCENTIVE	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
596197	04/28/2022	\$4,982.21	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
596198	04/28/2022	\$3,920.42	UTILITY SERVICES	1732	AT&T CORP
596199	04/28/2022	\$9,900.00	ADVERTISING/PRINTING SERVICES	3107	ADS ON THE MOVE LLC
596200	04/28/2022	\$325.00	CONTRACT SERVICES	3593	SONIA ALONSO
596201	04/28/2022	\$2,381.75	UTILITY SERVICES	38380	AT&T
596202	04/28/2022	\$8,804.94	UTILITY SERVICES	39550	AT&T
596203	04/28/2022	\$96.75	UTILITY SERVICES	39550	AT&T
596204	04/28/2022	\$27.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC



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596205	04/28/2022	\$189.36	SUPPLIES	159	BOUND TREE MEDICAL LLC
596206	04/28/2022	\$280.00	TRAINING	21620	BURRO CANYON ENTERPRISES INC
596207	04/28/2022	\$795.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
596208	04/28/2022	\$54.26	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596209	04/28/2022	\$100.00	PARKS AND RECREATION	3597	ANDRES CRUZ
596210	04/28/2022	\$425.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
596211	04/28/2022	\$172.98	CONTRACT SERVICES	1894	ECONOMY RENTAL INC
596212	04/28/2022	\$1,993.32	SUPPLIES	2523	THE BEISTLE COMPANY
596213	04/28/2022	\$163.17	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
596214	04/28/2022	\$337.14	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596215	04/28/2022	\$2,028.86	UNIFORM EXPENSE	55650	GALLS LLC
596216	04/28/2022	\$7.04	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
596217	04/28/2022	\$309.09	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
596218	04/28/2022	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
596219	04/28/2022	\$300.00	CONTRACT SERVICES	3599	JOHN H HERNANDEZ
596220	04/28/2022	\$200.00	TRAVEL & MEETINGS	3386	JOHNATHAN HERNANDEZ
596221	04/28/2022	\$257.33	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
596222	04/28/2022	\$4,200.00	CONTRACT SERVICES	3480	JEFFREY ALAN TRAVIS
596223	04/28/2022	\$568.95	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
596224	04/28/2022	\$484.01	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
596225	04/28/2022	\$25.00	RECREATION CLASSES	3596	VANESSA LITTLETON
596226	04/28/2022	\$12.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
596227	04/28/2022	\$536.60	SUPPLIES	3035	LA COUNTY SHERIFF'S DEPARTMENT
596228	04/28/2022	\$5,563.00	CONTRACT SERVICES	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
596229	04/28/2022	\$125.00	PARKS AND RECREATION	3594	CRYSTAL MADRIGAL
596230	04/28/2022	\$792.99	CONTRACT SERVICES	2597	MAGIC JUMP RENTALS INC
596231	04/28/2022	\$620.84	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596232	04/28/2022	\$285.66	SUPPLIES	15620	OFFICE DEPOT INC
596233	04/28/2022	\$200.00	TRAVEL & MEETINGS	3150	SANDRA OLIVAS



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596234	04/28/2022	\$250.00	GENERAL GOVERNMENT	3595	ELIZABETH OYARZABAL
596235	04/28/2022	\$605.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
596236	04/28/2022	\$271.88	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
596237	04/28/2022	\$147.81	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
596238	04/28/2022	\$83,962.32	LEASE PAYMENT	2846	SANTANDER BANK NA
596239	04/28/2022	\$400.00	CONTRACT SERVICES	61140	MICHAEL SAVEDRA
596240	04/28/2022	\$27,441.65	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596241	04/28/2022	\$6,932.38	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
596242	04/28/2022	\$500.09	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
596243	04/28/2022	\$116.91	SUPPLIES	52620	TALLEY COMMUNICATIONS
596244	04/28/2022	\$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
596245	04/28/2022	\$2,405.08	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596246	04/28/2022	\$1,000.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
596247	04/28/2022	\$3,818.62	UTILITY SERVICES	72570	US TELEPACIFIC CORP
596248	04/28/2022	\$695.00	EDUCATION REIMBURSEMENT	3195	NICHOLAS TRUELOVE
596249	04/28/2022	\$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES INC
596250	04/28/2022	\$8,503.80	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
596251	04/28/2022	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
596252	04/28/2022	\$5,191.00	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
596253	04/28/2022	\$95.47	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
596254	04/28/2022	\$563.11	UTILITY SERVICES	23610	VERIZON WIRELESS
596255	04/28/2022	\$1,167.32	SUPPLIES	9470	W W GRAINGER INC
596256	04/28/2022	\$2,910.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
596257	04/28/2022	\$2,872.56	SUPPLIES	67320	WINZER CORPORATION
596258	04/28/2022	\$95.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
596259	04/28/2022	\$400.00	CONTRACT SERVICES	328	ANNE L DONOFRIO
CHECK TOTAL		\$676,134.98			
GRAND TOTAL		\$3,019,806.63			