



CITY OF MONTEBELLO
ADJOURNED REGULAR CITY COUNCIL MEETING AGENDA

WEDNESDAY, JUNE 1, 2022 AT 5:00 P.M.

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

CITY COUNCIL

Kimberly A. Cobos-Cawthorne, Mayor
Angie M. Jimenez, Mayor Pro Tem
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COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday,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.** 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, June 1, 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

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS

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

CLOSED SESSION – 5:00 P.M.

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

1. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957

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

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

One matter related to SB 1383 compliance

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: René Bobadilla, Nicholas Razo

Employee Groups: SMART-TD

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

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA – CITY MANAGER

CEREMONIAL/PRESENTATIONS

4. RECOGNITION OF CITIZEN OF THE MONTH – MANNY FRANCO
5. RECOGNITION OF AND ADMINISTRATION OF OATH OF OFFICE FOR EDDIE FRANCO, PLANNING COMMISSIONER
6. RECOGNITION OF AND ADMINISTRATION OF OATH OF OFFICE FOR FRANK JURADO SR., PARKS AND RECREATION COMMISSIONER
7. RECOGNITION OF MONTEBELLO UNITED METHODIST CHURCH (117 YEARS)
8. CODE ENFORCEMENT UPDATE
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'S. 22-38 AND 22-37 ADOPTING MEMORANDA OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA) AND THE CITY AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution 22-38 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Police Management Association (MPMA); and
- 2) Adopt Resolution No. 22-37 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers Association (MPOA).

CONSENT CALENDAR

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

11. ADOPT RESOLUTION NO. 22-39 APPROVING THE ENGINEER'S REPORT FOR THE FY 2022-2023 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-39 (Attachment A) approving the Fiscal Year 2022-23 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for a Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 p.m.; and
- 2) Take such additional, related, action that may be desirable.

12. ADOPT RESOLUTION NO. 22-40 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2022-23 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Resolution No. 22-40 (Attachment A) approving the Fiscal Year 2022-23 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 pm; and
- 2) Take such additional, related, action that may be desirable.

13. AUTHORIZE THE NOTICE INVITING BIDS FOR HYRAP STREETS FISCAL YEAR 2022-23 PROJECT (CP NO. 897)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans, Specifications, and Estimate (PS&E) for the HYRAP Streets Fiscal Year 2022-23 Project (CP No. 897); and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
- 3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
- 4) Take such additional, related, action that may be desirable.

14. APPROVAL OF WATER RIGHTS LICENSE AND AGREEMENT NO. 3986 WITH SAN GABRIEL VALLEY WATER COMPANY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Water Rights License and Agreement No. 3986 with San Gabriel Valley Water Company (SGVWC) for the lease of 386.50 acre-feet of the City of Montebello's Fiscal Year 2021-22 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$46,380; 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. ADOPT RESOLUTION NO. 22-36 FOR FISCAL YEAR 2022-23 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

- 1) Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2022-23; and
- 2) Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
- 3) Direct staff to take whatever additional actions necessary to ensure collection of the property tax override; and
- 4) Take such additional, related, action that may be desirable.

16. PAYMENT OF BILLS: RESOLUTION NO. 22-35 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 25, 2022

RECOMMENDATION: Adopt Resolution No. 22-35 approving the Warrant Register dated May 25, 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.

- **Mayor Pro Tem Jimenez**

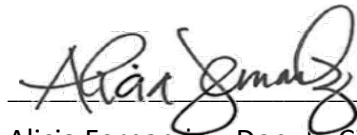
- a. 2nd Annual Stride for Pride 5K Run Montebello Run in partnership with the City of Montebello, Saturday, June 25th
- b. East Side Pride Festival in Downtown Montebello, June 25th

- c. Council Consensus direct staff to raise a Pride Flag throughout Pride Month, as requested in 2021
- **Councilmember Torres**
- **Councilmember Melendez**
 - a. De Paul Center/Mercy Housing community outreach concerns
- **Councilmember Peralta**
 - a. Pride Month Recognition and community festivities
 - b. Request for Pride Flag to be displayed
 - c. Request Council consensus to have LGBTQ friendly artwork/poetry from the community displayed at City Hall
 - d. Appointment of Henry Fimbres to the Personnel Advisory Commission
 - e. Thank you to the SGVCOG's Capital Projects and Construction Committee Members for approving the construction, operation, and maintenance agreement with Union Pacific Railroad and the City of Montebello for the Montebello Boulevard Grade Separation Project
 - f. Recognition and Congratulations to Boulevard Market for being named Business of the Year for Supervisor District 1 by the Los Angeles County Business Federation
- **Mayor Cobos-Cawthorne**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 8, 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 **Thursday, May 26, 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: Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution 22-38 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding (MOU) between the City and the Montebello Police Management Association (MPMA); and
- 2) Adopt Resolution No. 22-37 adopting a tentatively agreed upon Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers Association (MPOA).

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 MPMA and MPOA 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 has been requested by every employee association over a number of years. The goal of

Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)

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the study was to review salary and benefits for all Montebello job classifications, compared to an agreed upon “comparator group” of 13 comparators for sworn Police positions. 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. Specifically, sworn Police personnel ranged from 1%-7% behind market.

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.

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.

Through the numerous negotiation meetings, additional fringe benefits were discussed – besides base salaries – and both sides eventually agreed to adjustments in certain non-

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base salary fringe benefit items. For example both the MPMA and MPOA will be receiving increases in Education Incentive and Certificate Pay. 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.

The table below provides an overview of the updated Education and Certificate Incentive Pay for both MPMA and MPOA:

	MPMA	MPOA
Education Incentive	A.A. or Intermediate POST = \$300/month; B.A./B.S./Advanced POST = \$500/month	A.A. or Intermediate POST = \$300/month; B.A./B.S./Advanced POST = \$500/month
Certificate Incentive	POST Supervisory Certificate = \$250/month; POST Management Certificate = \$250/month	POST Supervisory Certificate = \$250/month

The Education incentive increased \$50/month for an A.A./Intermediate POST and \$100/month for a bachelors/Advanced Post for both groups. The Certification incentive increased \$100 for MPOA and \$100 for MPMA.

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. Through negotiations, all classifications covered by both groups will be at market by July 1, 2022 – well before the three year direction provided by the City Council. In fact, besides Police Officer, all positions will be at market to the retroactive date of January 1, 2022. (Given the expiration of the prior MOUs in December, salary adjustments will be retroactive to January 1, 2022, for both MPMA and MPOA).

Therefore, there will be salary costs in the current fiscal year for six months of salary adjustments back to January 1, 2022. Furthermore, salary adjustments will then occur the first pay period of July 2022. The table below summarizes the annual cost for the salary adjustments, by Police bargaining group:

	FY 2021-22	FY 2022-23
MPMA	\$12,621	\$37,268
MPOA	\$36,831	\$157,063
TOTAL	\$49,453	\$194,331

It should be noted that the term of the MOUs with each group are one and a half (1.5) years: January 1, 2022 – June 30, 2023.

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 the Police Department budget.

Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)

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Budget presentations will be made for FY 2022-23 assuming the projected salary cost increases noted above.

In addition to the base salary and fringe benefit improvements, the City and the MPMA and MPOA 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 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. 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

Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)

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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, 2023. The current Memoranda for both associations expired December 31, 2021.

In November and December 2021, respectively, the City met with MPMA Board President David Kim and MPOA Board President Omar Rodriguez. 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.

MPMA 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
- Education/Certification Incentive Pay
- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals

Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)

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At this time, the MPMA 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 MPMA. These Comprehensive MOU memorialize salary, benefits and related items already included in the MOU currently in effect for these groups.

MPOA 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

At this time, the MPOA 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 MPOA. 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, 2023. The remaining group that the City continues to meet and confer with is the Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (SMART-TD). All other associations had successor MOUs approved at prior April and May City Council meetings.

SUMMARY

Current MOUs for both the MPMA and MPOA 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 MPMA and MPOA to initiate the Classification and Compensation study. The City successfully engaged in Labor Negotiations, from November 2021 through May 2022, to reach tentative agreements with the MPMA and MPOA for new contracts with terms of January 1, 2022, to June 30, 2023.

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

Adopt Resolution No's. 22-38 and 22-37 adopting Memoranda of Understanding between the City and the Montebello Police Management Association (MPMA) and the City and the Montebello Police Officers Association (MPOA)

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Council direction, bringing employees in both MPMA and MPOA to market by July 1, 2022. The salary range updates were made utilizing data from thirteen (13) 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:

- Bilingual Pay
- Creation of Vacation, Sick and Holiday leave accruals
- Education/Certification Incentive Pay

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 MPMA and MPOA employee groups to cover the period from January 1, 2022, to June 30, 2023.

ATTACHMENTS

- A. Attachment A – Resolution No. 22-38 of the City Council of the City of Montebello Approving the Comprehensive Memorandum of Understanding between the City of Montebello and the Montebello Police Management Association for the Period of January 1, 2022 through June 30, 2023
- B. Attachment B – Resolution No. 22-37 of the City Council of the City of Montebello Approving the Comprehensive Memorandum of Understanding between the City of Montebello and the Montebello Police Officers Association for the Period of January 1, 2022 through June 30, 2023
- C. Attachment C – Structured Salary Schedule

ATTACHMENT A

RESOLUTION NO. 22-38

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 POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

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 MPMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

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 MPMA dated January 1, 2022 through June 30, 2023 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 25th 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. 22-38

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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. 22-38 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

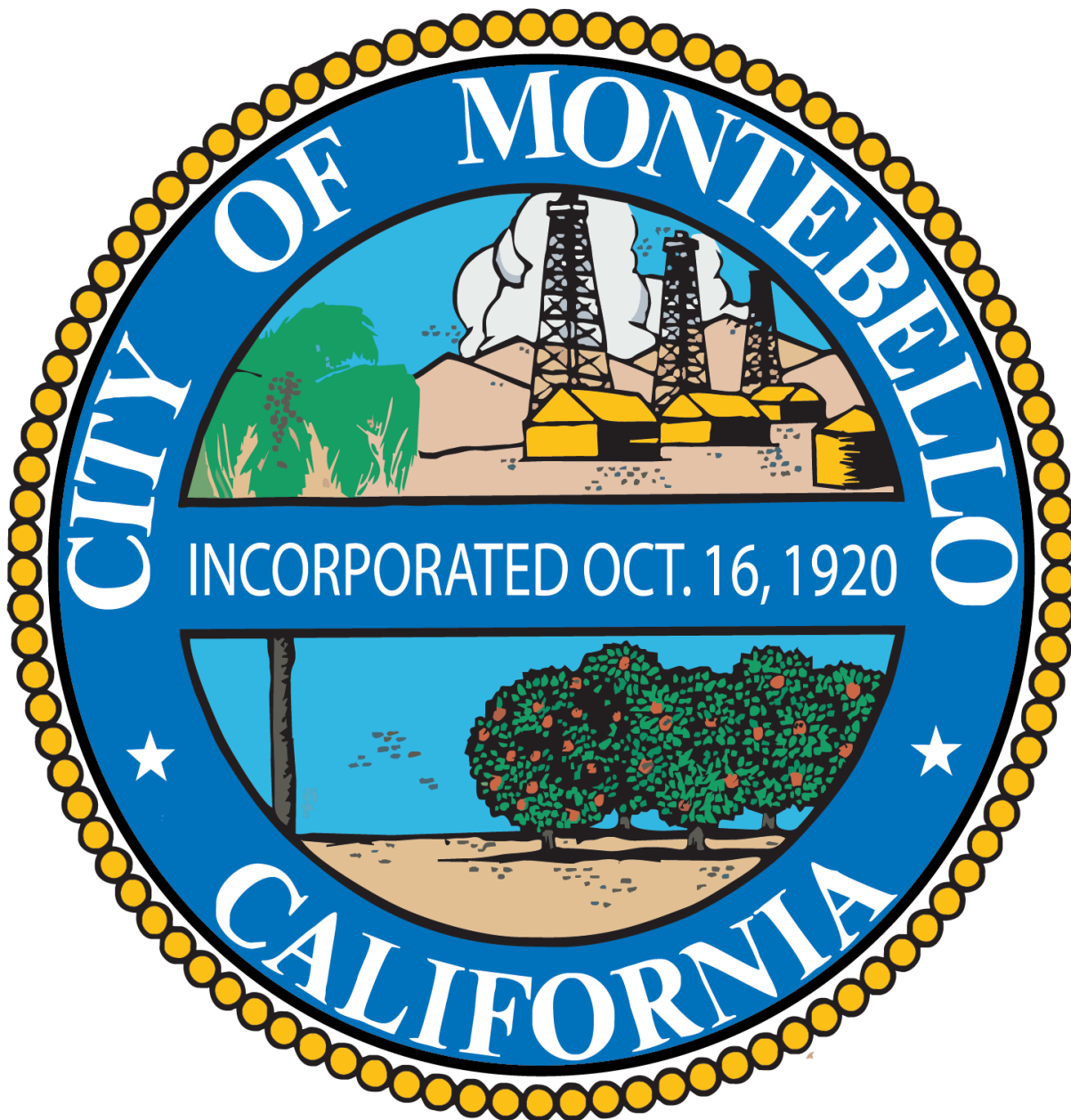
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been 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 – MPMA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE MANAGEMENT ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2023

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THE CITY OF MONTEBELLO POLICE MANAGEMENT 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 Police Management Association (MPMA)**, 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 21-29 adopted by the City Council on July 28, 2021. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One and one-half (1 ½) years. From 1/1/2022 to 6/30/2023.

SECTION B RECOGNITION

The **Montebello Police Management Association (MPMA)**, is the exclusive representative of the employees of the Police Captains and Police Lieutenants 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 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 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. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE MANAGEMENT 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.

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 effective on the dates noted below:

Unit employees 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
Police Lieutenant	57	\$132,654 - \$165,666
Police Captain	63	\$153,838 - \$192,122

* See salary matrix attached

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

Effective First Full Pay Period of July 2022:

Position	New Range Number	New Annual Salary Range
Police Lieutenant	57	\$132,654 - \$165,666
Police Captain	63	\$153,838 - \$192,122

* See salary matrix attached

Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS

MPMA unit members shall be eligible for paid overtime at a rate of up to 1.5 times their base salary, limited to special assignments where the overtime is fully reimbursable to the City through local, state, or federal grants, or private/ other external funding sources. The rate of overtime (up to 1.5 times the unit member's base salary plus incentives) shall be determined by written agreement with the external funding source, who shall timely reimburse the City for overtime costs expended by the City for such special assignments. All MPMA unit members receive 1.0 rate overtime, paid at base rate plus incentives for covering watch commander shifts, court appearances, internal investigations, training, and for emergency call outs.

SECTION C POLICE LIEUTENANT PAY

The City agrees to compensate Police Lieutenants at the rate of straight time (base rate plus incentives) for the following activities;

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a qualified sergeant is not available to move-up as described below.
 - For training; critical incidents or for call outs for homicides or major incidents.
- a) A “qualified sergeant” is defined as a sergeant who is not on probation, has completed the 40 hour POST supervisor training course and has attended Title 15 training (jail operations).
 - b) A watch commander “vacancy” is defined as: when there is not a lieutenant or above on duty and no qualified sergeant is available to move-up to cover the watch commander position.
 - c) The City agrees that if overtime is required to fill the watch commander position, or a subordinate position through the move-up process, the first priority will go to the rank of Lieutenant.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

- d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

SECTION D ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

All members of the bargaining unit who currently accrue (forty) 40 hours have the option each January, to either cash out up to forty (40) hours of administrative leave or to convert up to forty (40) hours of administrative leave to the City's Deferred Compensation 457 Plan, hours will be paid at the base rate of pay plus incentives.

SECTION E UNIFORM ALLOWANCE

1. The City agrees to provide unit members uniform allowance in the amount of ~~will be~~ \$950 per fiscal year. This allowance is paid the second (2nd) pay period in August.

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 prescribed the employee contribution/cost sharing as follows:

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.

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 CalPERS CONTRIBUTION

A. 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%).

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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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 reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

Full-time active MPMA safety unit members hired prior to June 26, 2019 or who immediately prior to joining the MPMA unit served as full-time active MPOA safety unit members;

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 MPMA for the 2003- 2004 negotiations to all full-time MPMA or MPOA members hired prior to the date a new MOU is approved by the City Council (following ratification by MPMA). The terms and eligibility requirements remain and are clarified as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes (one percent) 1% of a unit member's salary. Should the Trust assets, at any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
 - a). Must currently be employed as an active full-time safety unit member of the MPMA;
 - b) Must be at least fifty (50) years of age (no minimum age requirement for disability retirement);
 - c) Must retire directly from the City of Montebello;
 - d) Must have at least fifteen (15) full-time years of active City service at the time of service retirement the fifteen (15) years does not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time safety unit employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit for MPMA unit members with less than twenty five (25) years of fulltime active service will be determined by the number of full years of City service multiplied by \$25.00. Examples of calculations are as follows: Fifteen (15) years of City service multiplied by \$25.00 = \$375 per month; Twenty four (24) years of City service multiplied by \$25.00 = \$ 600 per month, The monthly retiree benefit only for MPMA unit members with twenty five (25) full years or more of active City service shall not be determined by the number of full years of City service multiplied by \$ 25.00, rather all MPMA unit members who retire with twenty five (25) years or more of active full-time City service shall receive a flat rate equal to the value of the City's medical allowance for current MPMA unit members (currently \$1,090). The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

5) 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.

6) 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.

B. Full- time unit members hired on or after June 26, 2019:

All full- time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, 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.

ARTICLE V – 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 MPMA 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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

Employees will continue to have the option of converting accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31 of each calendar year in order to receive the cash out in the following year. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay 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 ACCRUALS

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 – 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 -19 yrs (157 months - 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *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 for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

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
3.692	96	1040

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

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);
- 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.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. 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. When Sick leave hours are used, any overtime will be at the rate of 1.0.
- Sick leave hours over the soft accrual cap of 1040 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 accrued vacation leave.

SICK LEAVE CASH OUT AT SEPARATION:

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.

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 second (2 nd) pay period in January of each calendar year

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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 equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

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.

Employees changing units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in this Unit work without regard to holidays. Employee's whose regular schedule work-day occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Remaining Holiday Hours

If an employee has not used all of their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base pay including all incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. 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. The City will pay out the remaining hours to the employee at current base rate of pay.

4. Other Rules

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 his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of compensatory time off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours will be paid at the base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

Members of the MPMA may be issued take home vehicles where approved by the Chief of Police, based on his/her discretion.

SECTION B UNIT WORK SCHEDULES

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

- a. 3/12 & 8 Schedule
- b. 4/10 Work Schedule
- c. 9/80 Work Schedule
- d. 5/40 Work Schedule

2. 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 C 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

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

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 POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION D 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 is 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 E 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 **one and one-half (1 ½)** years. **From 1/1/2022 to 6/30/2023.**

David Kim

Date

Montebello Police Management Association President

René Bobadilla

Date

City Manager

DRAFT



City of Montebello, California Policy & Procedures Manual

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



APPENDIX A

City of Montebello, California Policy & Procedures Manual

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

APPENDIX A



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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.



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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.

(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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2.060.528 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	\$300/month
B.A./B.S. or Advanced POST	\$500/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	\$250/month
Management Certificate	\$250/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 provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/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 \$250/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 FIREFIGHTERS' ASSOCIATION

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 I 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

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

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
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: 05/25/2022)

ATTACHMENT B

RESOLUTION NO. 22-37

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 POLICE OFFICERS ASSOCIATION (MPOA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2023

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 MPOA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (EXHIBIT A).

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 MPOA dated January 1, 2022 through June 30, 2023 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 25th 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. 22-37

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. 22-37 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

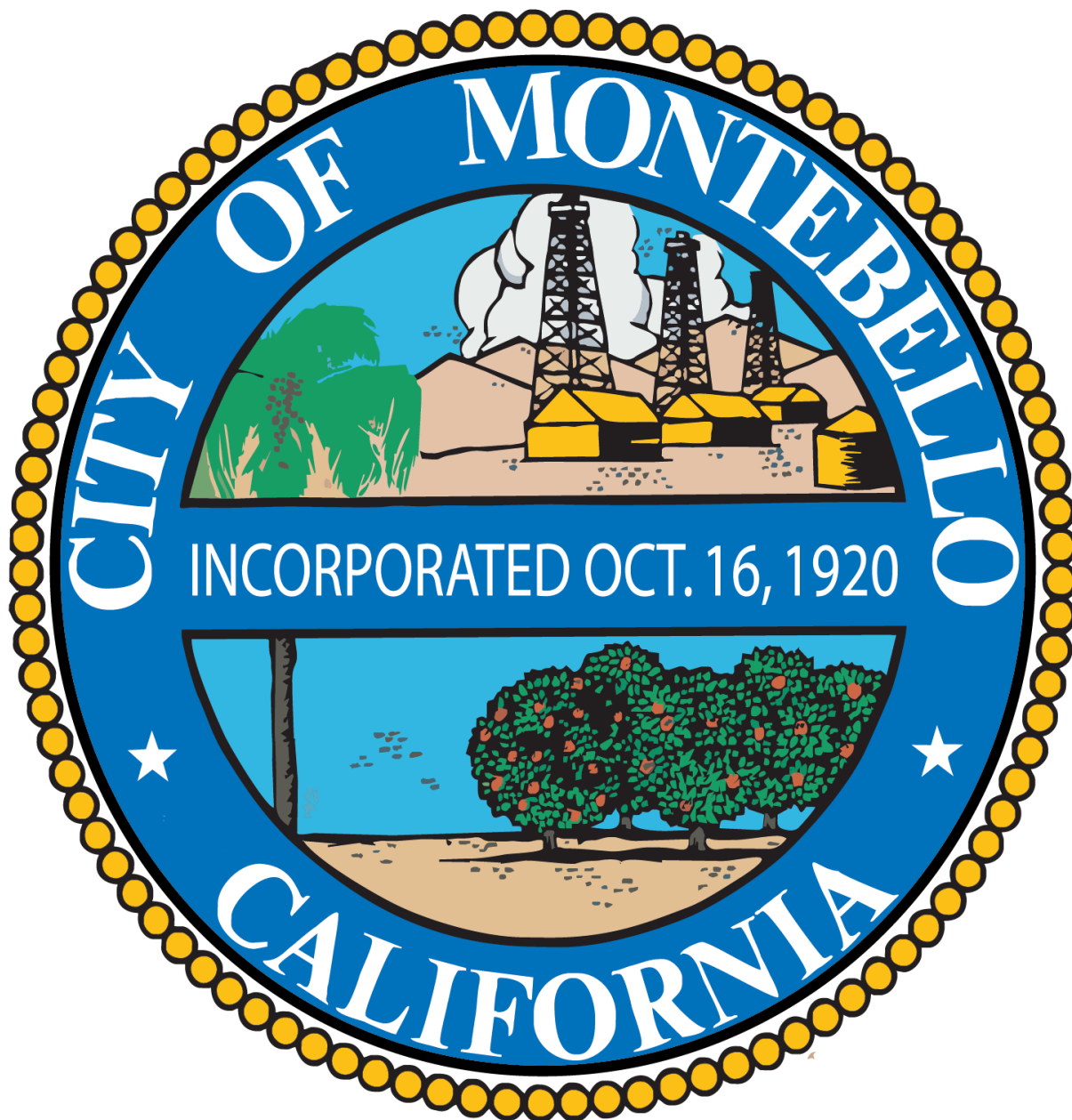
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been 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 – MPOA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION



FOR JANUARY 1, 2022 THROUGH JUNE, 2023

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THE CITY OF MONTEBELLO POLICE OFFICERS' 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 Police Officer's Association (MPOA)**, 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 21-33 adopted by the City Council on July 28, 2021, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One and one half years (1½).from 1/1/2022 to 6/30/2023.

SECTION B RECOGNITION

The City recognizes the **Montebello Police Officer's Association (MPOA)** as the exclusive recognized employee organization for employees of in the classifications of Police Officers, Police Corporals and Police Sergeants 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 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 POLICE OFFICERS' 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 deduct Association membership dues as authorized by State law.

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.

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 effective on the dates noted below:

Unit employees 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 1, 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	37	\$80,955 - \$101,101
Police Corporal	41	\$89,359 - \$111,597

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* See salary matrix attached

Effective First Full Pay Period of July 2022:

Position	New Range Number	New Annual Salary Range
Police Officer	38	\$82,979 - \$103,629
Police Corporal	41	\$89,359 - \$111,597
Police Sergeant	48	\$106,220 - \$132,654

* See salary matrix attached

Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B DETECTIVE/TRAFFIC PAY

Effective July 1, 2013, unit employees with a ranking of Sergeant and below who are working in the Detective Bureau, or Investigative Traffic Bureau, shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary.

SECTION C UNIFORM ALLOWANCE

During the second pay period in August of each year, the City shall provide all Unit employees an annual uniform allowance of nine hundred and fifty dollars (\$950).

SECTION D ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION E DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.

ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one (1) full pay-period after the adoption of this MOU annual leave banks will be

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

frozen and accruals will cease. All MPOA 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:

An employee may make an irrevocable election on or before December 31 of each year to cash out up to two hundred and forty (240) hours of Annual Leave to be paid out during the first full pay period in the following January. The optional election to cash out of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used as time off 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 ACCRUALS

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 – 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

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13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs – 19 yrs (157 months 228 months)	6.15 hours	160 hours	320 hours
20 yrs	7.69 hours	200 hours	336 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 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.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *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.
- *Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.*

SECTION C SICK LEAVE ACCRUALS

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
3.692	96	1040

2. No sick leave shall be granted prior to ninety (90) days of employment.
3. Sick leave may be allowed for:

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- 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.

4. 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.
- Sick leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (1/2) the current base rate of pay during the first (1st) pay period in January.
- After sick leave has been exhausted, employee may use accrued vacation leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

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.

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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 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 equivalent to the employees work scheduled hours for each full holiday, which occur during the calendar year.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 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.

Employees changing units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in this Unit work without regard to holidays. Employee's whose regular schedule work-day occurs on an observed holiday may request to use their holiday hours

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for the day off (for a holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Accrued and Unused Holiday Hours

If an employee has not used all of their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base pay including all incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. 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. The City will pay out the remaining hours to the employee at current base rate of pay.

4. Other Rules:

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 his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

MPOA members may accrue a maximum of one hundred and twenty (120) compensatory time off (CTO) hours. At separation, CTO hours are paid out at the member's current base rate of pay.

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 prescribe the employee contribution/cost sharing as follows:

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

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CalPERS Members”.

The current retirement formula is 3% at 50.

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 CALPERS CONTRIBUTIONS TO CALPERS

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

Classic CalPERS Members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of twelve percent (12%). The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS MPOA unit members.

B. 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 twelve and one-quarter percent (12.25%), 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.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE V – POST-RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety unit members hired prior to June 26, 2019

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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 MPOA for the 2003-2004 negotiations to all full- time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the unit member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
 - a) Must currently be employed as an active full- time safety unit member of the MPOA;
 - b) Must be at least 50 years of age (no minimum age requirement for disability retirement);
 - c) Must retire directly from the City of Montebello;
 - d) Must have at least fifteen (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 ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.
- 4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (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: fifteen (15) years of City service multiplied by \$ 25.00 = \$375 per month; twenty five (25) years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.
- 5) 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.
- 6) 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.

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7) 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.

B. Full- time unit members hired on or after June 26, 2019:

All full-time unit members hired on or after June 26, 2019 shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, 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 has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits 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 employee's survivors. The one percent (1%) salary contribution will be counted toward total 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 Police Association.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the Montebello Police officer's Association and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2016 Staffing Levels attached as EXHIBIT B

SECTION C FINANCIAL DISCLOSURE

Unit employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence

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Units shall be required to make financial disclosure under Government Code Section 3308. In addition, other Unit employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code Section 3308.

SECTION D UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.
 - a. 3/12 & 8 Schedule
 - b. 4/10 Work Schedule
2. 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 E WORK PERIOD AND OVERTIME

The City of Montebello has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 14 days in length commencing on January 8, 1995 at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leaves, except sick leave shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14 day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over 80 in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G 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 determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights)

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

and employment law; to make and enforce.

SECTION H 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 one and one half years (1½). From 1/1/2022 to 6/30/2023.

Omar Rodriguez Date
Montebello Police Officers' 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: 05/11/2022)



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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.



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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.

(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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2.060.528 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	\$300/month
B.A./B.S. or Advanced POST	\$500/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	\$250/month
Management Certificate	\$250/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 provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/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 \$250/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 FIREFIGHTERS' ASSOCIATION

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 I 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

APPENDIX F



City of Montebello, California Policy & Procedures Manual

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

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
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: 05/25/2022)

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

EXHIBIT A
Montebello Police Department
Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

Montebello Police Department

Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

EXHIBIT A
Montebello Police Department
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Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

Montebello Police Department

Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

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Montebello Police Department

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As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

EXHIBIT A
Montebello Police Department

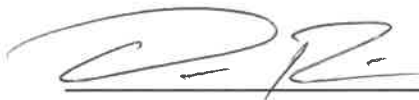
Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

 9/30/2020

Omar Rodriguez

Date

Montebello Police Officer's Association President

 9-29-20

Brad Keller

Date

Chief of Police

EXHIBIT B

The following directive will be effective August 21, 2016. Any previous memo, directive, or order issued by any member of this department (past or present) on the topic of “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” is hereby countermanded.

This memo supersedes any previous memo, directive or order that addressed or addresses “beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty” and will remain in force until such time the chief of police determines otherwise.

Purpose:

The purpose of this directive is to establish a guideline in determining desired and mandatory staffing allocation in patrol to meet the needs of the community and the department.

Ultimately the long-term goal is to implement policy to address our staffing needs not only in patrol but throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward it is the goal of the Department to formalize staffing levels based on workload-based models including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department’s data in order to effectively deploy personnel. This is the first step in formalizing our staffing needs by issuing this directive for short term staffing needs.

The below test model with the addition of SPU and other adjustments to special unit assignments will help us better determine our patrol staffing needs in the future.

Additionally the manner in which calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose this directive will address the watch commander’s responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only with the emphasis of patrol personnel remaining available for emergency calls for service.

Strategic Goals:

The goal of implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective possible response to law enforcement emergencies, neighborhood problems and traffic enforcement. This approach to calls for service facilitates problem solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and future direction of the department.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short term staffing directive:

As we continue to study and analyze information it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us now and will more likely change as we move forward.

Both methods have been determined by a number of factors including but not limited to; days and times of the week/month/year that through preliminary research and analysis show an increase or decrease in field activity; anticipated increase in field activity due to special events; certain holidays, or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able bodied personnel on-duty and in the City at any given time.

The two levels are desired “soft” staffing levels and mandatory “hard” staffing levels.

Desired “soft” staffing levels:

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice at any given time there is the potential to have anywhere from a minimum of eight patrol personnel, including field supervisor and watch commander, to fourteen field

EXHIBIT B

personnel including the above and special assignments not including detectives, narcotics and other sworn personnel on-duty at any given time.

The desired “soft” staffing levels are described as follows:

- Team One - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Two - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Three - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Four - seven (7) patrol personnel on Thursdays and eight (8) on Fridays and Saturdays not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic).

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

Using special units to supplant patrol to meet soft staffing levels is not permitted unless approved by the duty chief.

Mandatory “Hard” staffing levels:

Mandatory “hard” staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory “hard” staffing levels for patrol personnel are described as follows:

Team One

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

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Team Two

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Three

- Wednesday - Friday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to five (5)
- Saturday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Four

- Thursday five (5) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to six (6) until 0200 hours
- Friday - Saturday six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
 - If no special assignment personnel are on-duty this number increases to seven (7) until 0400 hours

When four patrol personnel are deployed on these teams the call signs and geographical coverage will change from beat assignments (A through F) to district assignments (1 through 4) based on our district Policing Model.

To distinguish from beat assignment to district assignments the call signs for each district will be designated by team (Team 1,2,3, or 4) the letter Z-Zebra and the applicable district (1,2,3,or 4). For example; team 1 district 1 call sign will be 1Z1, team 1 district 2 call sign will be 1Z2 and so on.

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the

EXHIBIT B

augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

In the event the “hard” minimums indicated above are not met due to unanticipated vacancies the watch commander shall order other available patrol personnel to work to meet the hard minimums.

Special unit personnel shall not be used to supplant patrol personnel to meet hard minimums unless approved by the duty chief.

Maximum staffing and tactical deployments:

The following holidays and events are considered maximum staffing days with no time off guaranteed for on-duty personnel and all off duty patrol personnel are subject to working mandatory overtime based on departmental staffing needs (this list does not exclude other days being identified as maximum staffing days based on departmental needs):

- New Year’s Eve
- Armenian Commemoration Events typically April 22, 23, and 24th.
- July 4th
- City 5K and Parade typically in the month of October.
- Hearts of Compassion Food Distribution (one Saturday in November and one Saturday in December)
- Christmas at the Cannon, December 24th

Each maximum staffing day will be identified on the bid list for the shift affected. When bidding for a team staff should consider the above and plan appropriately.

Requesting time off:

It is the goal of this department to afford time off to those requesting with notice.

Notice will be defined as follows: Time off request should be submitted no later than 72 hours prior to the requested day(s) off. Request within less than 72 hour notice will be determined on a case by case basis by the on-duty watch commander.

Overtime to cover requests within less than 72 hour notice will not be permitted unless approved by the duty-chief.

Extended time off, three or more consecutive days, should be submitted at least one month in advance. In most instances vacation time will be granted excluding those requests falling on, near, or during maximum staffing events described above.

Calls for Service:

The watch commander has the discretion to determine when any call for service should be held until sufficient patrol personnel are available. Likewise the watch commander may determine that self-initiated discretionary activity be reserved for emergency action only when staffing levels do not permit for such discretionary activity.

Response time to the highest priority call must still remain as rapid as possible, which include those that pose danger to the lives of citizens and/or police officers and present the opportunity to arrest an alleged offender.

Response times are not exclusively staffing driven. Balancing patrol district to minimize travel distances, and hence response times, allows for maximizing rapid response while controlling staffing.

Call prioritization is crucial in achieving response time goals. The proper priority classification and assignment of calls can eliminate unnecessary high speed responses. The goal is to provide the quickest and safest response time to all calls for service, providing the service excellence for the safety of our community.

When the watch commander determines there are not sufficient units available for self-initiated discretionary activity he or she should notify communications to inform patrol staff of such. Communications should notify patrol personnel to remain 10-8 until further notice.

When patrol personnel are informed to remain 10-8 no unit should commit themselves to any activity unless it is an emergency. This includes going out of service for breaks.

Special Problems Unit:

The Special Problems Unit's (SPU) focus is on crime prevention and control. Their duties range from assisting the community with on-going concerns, proactive enforcement, assisting detectives and special projects. Officers utilize a variety of enforcement strategies including marked and unmarked vehicles, bicycles, foot patrols, plainclothes and uniform assignments. Four officers are assigned to the SPU. Their days and hours are determined by the Detective Lieutenant. The SPU is not included in "hard" staffing levels.

Mental Evaluation Unit

The Mental Evaluation Team (MET) consists of a sworn officer who is partnered with a clinician from the Los Angeles County Department of Mental Health (DMH). The MET provides additional resources to patrol by responding to and handling calls involving the mentally ill and homeless. The partnership with Department of Mental Health affords the Police Department

EXHIBIT B

the ability to offer increased service to those individuals who need access to mental health services in an efficient manner. The MET should be on-duty 0800-1800 hours Monday – Thursday. The MET is not included in “hard” staffing levels. The call sign for the MET will be MET One.

Apprehension canine teams:

The apprehension canine teams consists of two K9 teams. The K9 teams provide patrol officers with assistance ranging from tracking of and search for suspects, article searches, and assist with high-risk situations such as high-risk traffic stops. K9 teams should function primarily as cover units and when available be assigned as the backup unit for most calls for service requiring two units. They may be assigned by the Watch Commander to other functions based on the needs of the watch at the time.

K9 teams should not be assigned to handle matters that will take them out of service for extended periods of time unless absolutely necessary and only with the approval of the Watch Commander. K9 teams can be assigned report calls that do not require an extended time out of service.

An apprehension K9 team should be on-duty 1600-0400 hours Sunday, Monday, Tuesday, Thursday, Friday, and Saturday. Canine Officers are included in “hard” staffing levels when on-duty and not in training.

Narcotic detection canine:

The narcotic detection canine (K9) team consists of one team. This team is trained to search for and detect the presence of narcotics. This team will bid for a shift pursuant to policy and be counted as part of the hard staffing levels in patrol.

Traffic Enforcement Response Officer:

The Traffic Enforcement Response (TER) Officer targets speeding and other traffic enforcement issues in the city. The TER Officer works primarily day shift and focuses his or her efforts on traffic accident reduction at intersections with the highest traffic accident rates and by rotating enforcement in school zones in the morning and afternoon high activity times.

The TER Officer also handles traffic complaints from citizens regarding on-going traffic concerns in neighborhoods. The TER Officer is not assigned to investigate traffic collisions unless otherwise assigned. The TER officer will be designated as such by the scheduling watch commander when staffing levels permit. His or her call sign will be T-2 (Tom 2).

Traffic Bureau:

Traffic Bureau Officers are responsible for investigating traffic collisions, hit and run investigations and all fatal vehicle accidents. They also conduct DUI and special enforcement details. Traffic Bureau Officers are not included in “hard” staffing levels.

Note: All special unit supervisors, with the exception of K9, shall submit a weekly schedule to all supervisors and command staff prior to the start of the work week.

Summary and conclusion:

It has become necessary to examine our approach to patrol functions in order to best determine when patrol personnel are deployed and how many patrol personnel are deployed at any given time. The concept of “beat minimums” is outdated and not the best approach to provide superior service to the community we serve.

The concept of peak work load staffing is well studied and proven to work throughout the country. As we continue to analyze data we will modify this plan to meet our needs as a department and for the community, using the peak work load staffing approach.

The peak work load staffing approach may include adjusting start and end times for patrol personnel. Everyone starting at the same time and ending their watch at the same time is an outdated model, not to mention there is no overlap. In order to accomplish briefing and briefing training we will explore the option of one day a week standard start times for patrol teams. With the briefing book being readily available via MDC briefing items of concern should not be an issue.

District policing is another concept that has been well studied and proven to work. The data will be analyzed to determine the appropriate district boundaries based on several factors such as response time, number of calls for service and call type.

It is no secret that crime is increasing throughout the country, Montebello is no different. Increases in crime can be attributed to a number of factors which most recently can be attributed to new legislation. In November it is expected that recreational marijuana use in California will be legal. Other states with legal recreational marijuana use have experienced an increase in calls for service and crime in general particularly DUI, petty theft and traffic collisions.

As laws change, so must the approach to enforcing those laws, which is the intent here. It is the desire of this administration that our staff will embrace and contribute to the changes set forth here and in the future.



The Montebello Police Officers Association

REPRESENTED CLASSIFICATIONS

Police Sergeant
Police Corporal
Police Officer

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: **Adopt Resolution No. 22-39 approving the Engineer's Report for the FY 2022-2023 Annual Natasha Lane Landscape Assessment District No. 2005-1 and Setting a Date for the Public Hearing**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-39 (Attachment A) approving the FY 2022-23 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 setting a date for the Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 pm; and
- 2) Take such additional, related actions that may be desirable.

FISCAL IMPACT

The costs associated with the maintenance and operations of the landscaping for Natasha Lane will be funded with the Fiscal Year 2022-23 Annual Assessment District No. 2005-01 (Account No. 265-99-330-3560.10 / 6040.20, Grants, Engineering, Natasha Lane Landscape Revenue/Expenditures). There will be no impact to the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265.

BACKGROUND

On April 27, 2022, the City Council approved Resolution No. 22-30 initiating proceedings for the FY 2022-23 levy of annual assessments to fund landscape maintenance for the properties located on Natasha Lane.

Adopt Resolution No. 22-39 approving the Engineer's Report for the FY 2022-2023 Annual Natasha Lane Landscape Assessment District No. 2005-1 and Setting a Date for the Public Hearing

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Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and along the rear portion of the property. The City is responsible for the maintenance of landscaping in these areas.

The properties of this development benefiting from these improvements were assessed in the FY 2021-22 and prior years. Continued assessment of the properties benefitting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system. The attached Resolution (Attachment A) establishes approval of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 and provides notice of the required public hearing concerning the levy of the proposed assessments.

SUMMARY

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2022-23 Annual Natasha Lane Landscape Assessment District and set the required Public Hearing for 6:00 PM on June 22, 2022, in the City Council Chambers.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-39
- B. Attachment B – Engineer's Report

ATTACHMENT A

RESOLUTION NO. 22-39

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2022-23 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 22-30, ordered the preparation of the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

RESOLUTION NO. 22-39

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(c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance, irrigation and servicing of street trees and parkways, landscaping, and appurtenant improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, planting, and electrical facilities;

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments

RESOLUTION NO. 22-39

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are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 22, 2022 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 25th 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. 22-39

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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. 22-39 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of 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



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2022-2023**

Kimberly Ann Cobos-Cawthorne, Mayor

Angie Jimenez, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

David Torres, Councilmember

Engineer's Report
May 25, 2022

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2022-2023)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2022 through June 30, 2023.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2022-2023 BEGINNING FUND BALANCE (ESTIMATED)	\$ 51,081
FY 2022-2023 PROJECTED REVENUE	\$ 1,200
TOTAL REVENUE AVAILABLE FOR FY 2022-2023	\$ 52,281
FY 2022-2023 PROJECTED EXPENDITURES	
Maintenance, Operation and Irrigation Expenses	\$ 9,700
Contractual Services (Complete Landscaping Care Co.)	
Administrative Costs (Staff, Consultant and La County Fees)	\$ 4,800
TOTAL EXPENDITURES	\$ 14,500
PROJECTED BALANCE (JUNE 30, 2023)	
FY 2022-2023 Revenue Available	\$ 52,281
FY 2022-2023 Anticipated Expenditures	(\$ 14,500)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	\$ 38,321

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation The City Engineer is hereby appointed as the Apportionment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 65.41
2	6348	6	18	41 LF	\$ 59.35
3	6348	6	19	41 LF	\$ 59.35
4	6348	6	20	41 LF	\$ 59.35
5	6348	6	21	41 LF	\$ 59.35
6	6348	6	22	41 LF	\$ 59.35
7	6348	6	23	41 LF	\$ 59.35
8	6348	6	24	41.70 LF	\$ 60.36
9	6348	6	25	52 LF	\$ 75.27
10	6348	6	26	45.27 LF	\$ 65.53
11	6348	6	29	40.60 LF	\$ 58.77
12	6348	6	30	40 LF	\$ 57.90
13	6348	6	31	40 LF	\$ 57.90
14	6348	6	32	40 LF	\$ 57.90
15	6348	6	33	40 LF	\$ 57.90
16	6348	6	34	40 LF	\$ 57.90
17	6348	6	35	40 LF	\$ 57.90
18	6348	6	36	40 LF	\$ 57.90
19	6348	6	37	40 LF	\$ 57.90
20	6348	6	38	38.24 LF	\$ 55.35
TOTAL:				829.00 LF	\$ 1,200

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
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6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
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6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
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6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

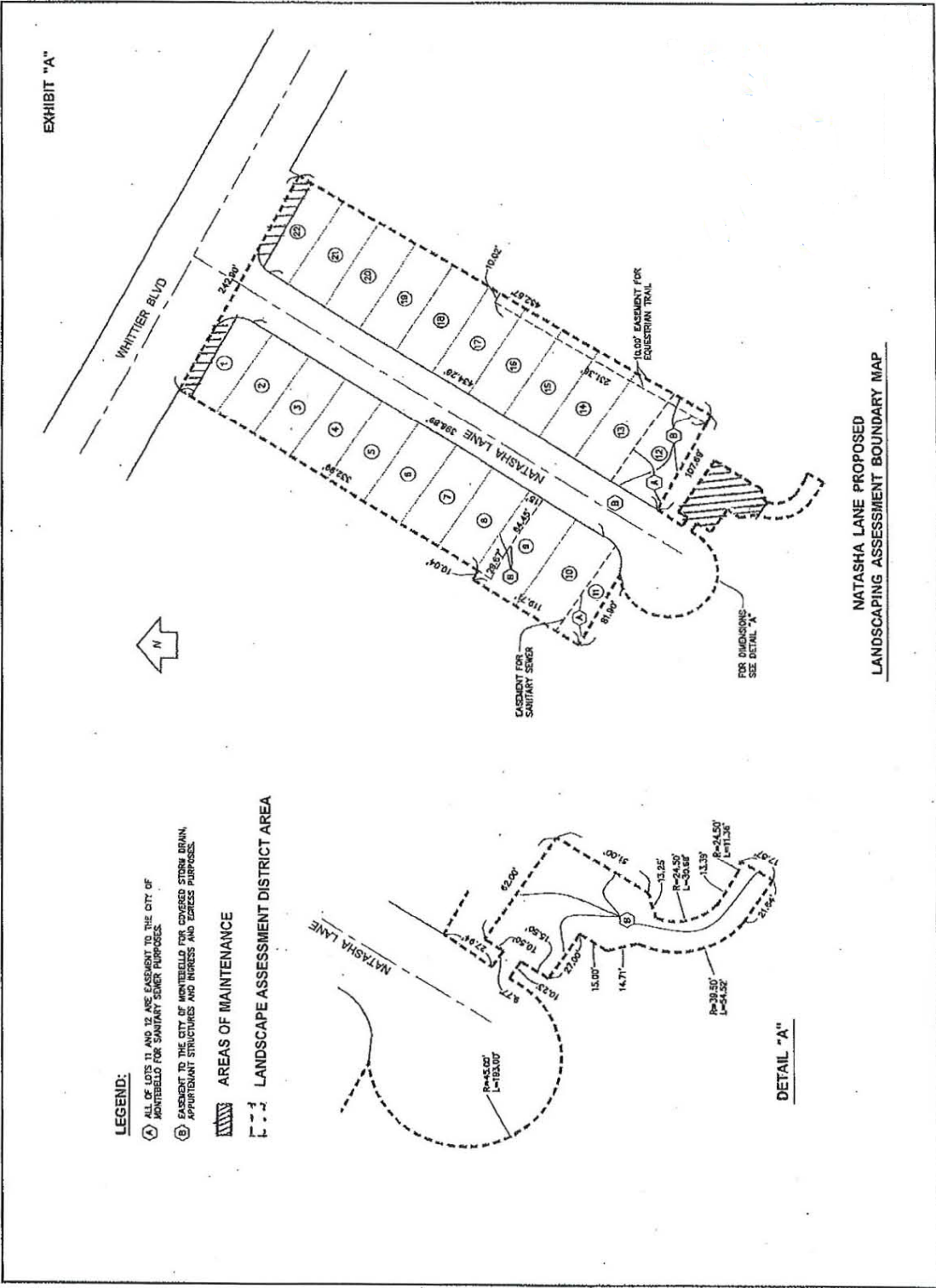
NAME AND ADDRESS OF PROPERTY OWNERS

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NATASHA LANE LANDSCAPING
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP





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: **Adopt Resolution No. 22-40 approving the Engineer's Report for the FY 2022-2023 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and Setting a Date for the Public Hearing**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Adopt Resolution No. 22-40 (Attachment A) approving the FY 2022-2023 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Drain Pump Assessment District No. 2005-2 and setting a date for a Public Hearing for the regular meeting scheduled on June 22, 2022 at 6:00 pm; and
- 2) Take such additional, related actions that may be desirable.

FISCAL IMPACT

The costs associated with the maintenance and operations of the sewer and storm drain, including pump stations, will be funded with the FY 2022-23 Annual Assessment District No. 2005-2 (Account No. 265-99-330-3560.20 / 6040.45, Grants, Engineering, Natasha Lane Sewer Revenue/Expenditures). There will be no impact on the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265.

BACKGROUND

On April 27, 2022, the City Council approved Resolution No. 22-29 initiating proceedings for the FY 2022-23 levy of annual assessments to fund the maintenance and operation of the sewer and storm drain, including pump stations, for Natasha Lane.

Adopt Resolution No. 22-40 approving the Engineer's Report for the FY 2022-2023 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and Setting a Date for the Public Hearing

Page 2 of 2

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations.

The properties of this development benefiting from these improvements were assessed in the FY 2021-22 and prior years. Continued assessment of the properties benefitting from these improvements is being proposed to offset the cost of maintenance and future replacement of the system.

The attached Resolution (Attachment A) establishes approval of the Engineer's Report for Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and provides notice of the required public hearing concerning the levy of the proposed assessments.

SUMMARY

The City Council will consider the adoption of a Resolution approving the Engineer's Report for the FY 2022-23 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District and set the required Public Hearing for 6:00 PM on June 22, 2022, in the City Council Chambers.

ATTACHMENTS:

- A. Attachment A – Resolution No. 22-40
- B. Attachment B – Engineer's Report

ATTACHMENT A

RESOLUTION NO. 22-40

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2022-23 LEVY OF ANNUAL ASSESSMENTS FOR SEWER AND STORM PUMP STATION MAINTENANCE AND OPERATIONS FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND SET A PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS, DETERMINING DURATION OF SUCH ASSESSMENTS AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON.

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 22-29 ordered the preparation of the Preliminary Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council of the City of Montebello as follows:

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;

RESOLUTION NO. 22-40

Page 2 of 4

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to pump equipment, piping, hoists and electrical facilities

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

RESOLUTION NO. 22-40

Page 3 of 4

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 22, 2022 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 8. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 9. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 25th day of May 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-40

Page 4 of 4

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. 22-40 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of 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



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

**For
FY 2022-2023**

Kimberly Ann Cobos-Cawthorne, Mayor

Angie Jimenez, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

David Torres, Councilmember

Engineer's Report
May 25, 2022

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of Public Works / City Engineer

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2022-2023)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2022 thru June 30, 2023.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to keep the systems in good working condition at all times. The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2022-2023 BEGINNING FUND BALANCE (ESTIMATED)	\$ 29,715
FY 2022-2023 PROJECTED REVENUE	\$ 15,225
TOTAL REVENUE AVAILABLE FOR FY 2022-2023	\$ 44,940
FY 2022-2023 PROJECTED EXPENDITURES	
Maintenance and Operation Expenses	\$ 10,425
Contractual Services (Flo-Services)	
Administrative Costs (Staff, Consultant and LA County Fees)	\$ 4,800
TOTAL EXPENDITURES	\$ 15,225
PROJECTED BALANCE (JUNE 30, 2023)	
FY 2022-2023 Revenue Available	\$ 44,940
FY 2022-2023 Anticipated Expenditures	(\$ 15,225)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	\$ 29,715

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 829.94
2	6348	6	18	41 LF	\$ 752.99
3	6348	6	19	41 LF	\$ 752.99
4	6348	6	20	41 LF	\$ 752.99
5	6348	6	21	41 LF	\$ 752.99
6	6348	6	22	41 LF	\$ 752.99
7	6348	6	23	41 LF	\$ 752.99
8	6348	6	24	41.70 LF	\$ 765.84
9	6348	6	25	52 LF	\$ 955.01
10	6348	6	26	45.27 LF	\$ 831.41
11	6348	6	29	40.60 LF	\$ 745.64
12	6348	6	30	40 LF	\$ 734.62
13	6348	6	31	40 LF	\$ 734.62
14	6348	6	32	40 LF	\$ 734.62
15	6348	6	33	40 LF	\$ 734.62
16	6348	6	34	40 LF	\$ 734.62
17	6348	6	35	40 LF	\$ 734.62
18	6348	6	36	40 LF	\$ 734.62
19	6348	6	37	40 LF	\$ 734.62
20	6348	6	38	38.24 LF	\$ 702.30
TOTAL:				829.00 LF	\$15,225

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

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**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

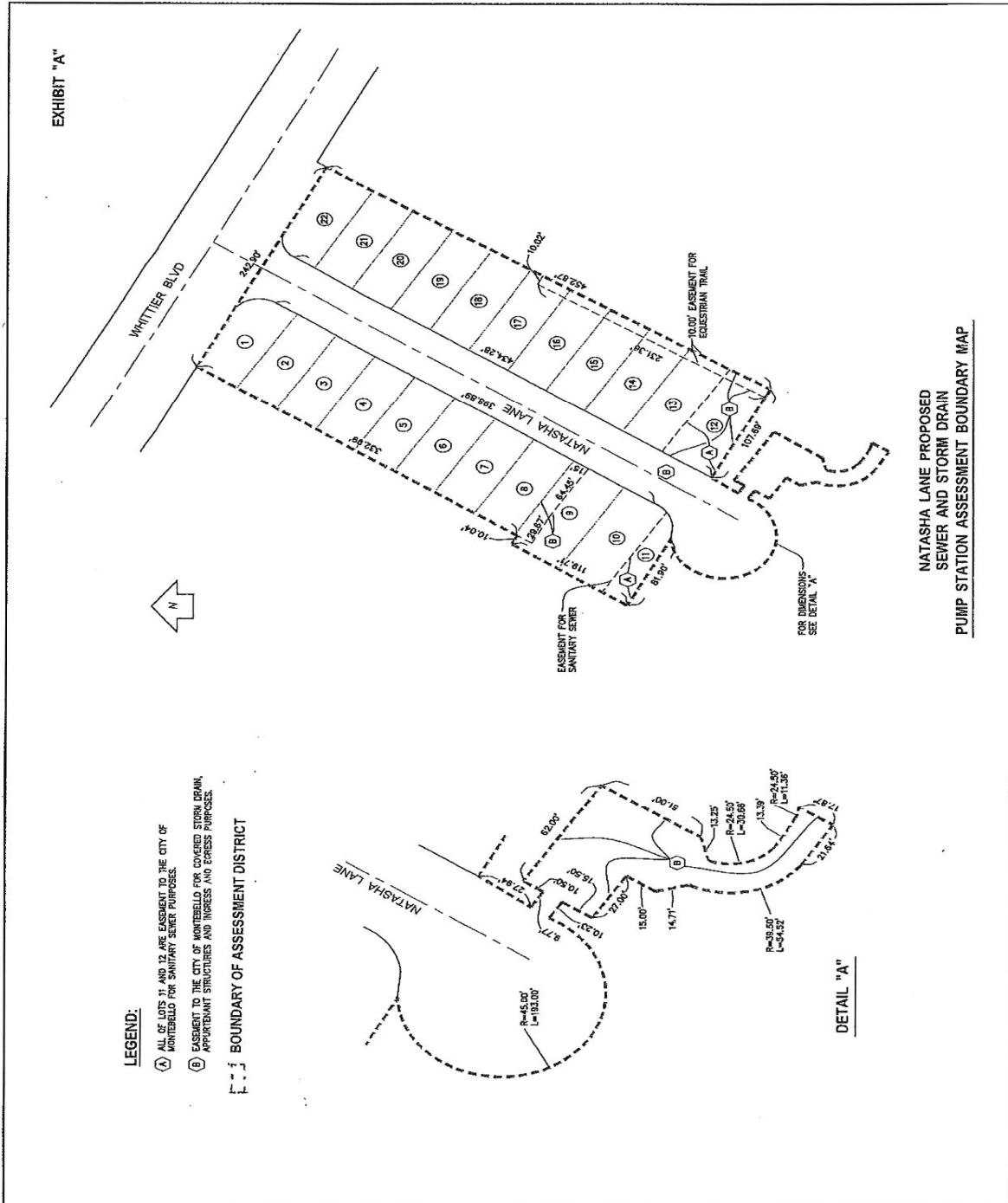
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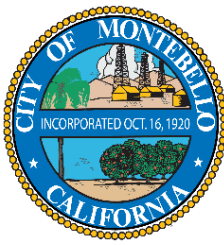
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NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP





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: **Authorize the Notice Inviting Bids for HYRAP Streets Fiscal Year 2022-23 Project (CP No. 897)**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Plans, Specifications, and Estimate (PS&E) for the HYRAP Streets Fiscal Year 2022-23 Project (CP No. 897); and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
- 3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

The construction cost for this project is estimated at \$2,000,000. Prior to the recommendation to award a construction contract, this funding will be presented as part of the FY 2022-23 Capital Improvement Program (CIP) budget, along with funding for various other CIP projects. There is adequate unprogrammed funds available in the various special transportation funds for this project. The FY 2022-23 CIP budget will provide a detail of what funding sources will be used for this project.

No budget amendment is needed at this point in time. The Notice Inviting Bids is recommended in advance of the CIP adoption in order to ensure the pavement work is

Authorize the Notice Inviting Bids for HYRAP Streets Fiscal Year 2022-23 Project (CP No. 897)

Page 2 of 3

completed during the summer months, when the weather is favorable to the placement of this type of pavement.

BACKGROUND

This Project includes resurfacing of 16 residential streets as shown in the Project Location Map (Attachment C). The work will consist of pavement micro-grinding and other preparatory work followed by pavement resurfacing with a two-layered system. The bottom pavement layer is an Asphalt-Rubber Aggregate Membrane (ARAM) and is topped with the final layer of HYRAP asphalt pavement.

The Paving the Way Program utilized this pavement system in a pilot program in FY 2020-21. The pavement on the streets included in the Paving the Way Program has performed well and the system has proven a cost-effective alternative to a complete street reconstruction for streets that are not good candidates for a traditional grind-and-overlay resurfacing or slurry seal and would otherwise require much more expensive total reconstruction.

This project was presented to the Street Ad Hoc Committee on March 7, 2022.

The Engineer's Estimate for construction for this project is \$2,000,000.

The anticipated project schedule is as follows:

- | | |
|-----------------------------------|----------------|
| • Advertise for Construction Bids | May 26, 2022 |
| • Bid Opening | June 16, 2022 |
| • Award of Contract | June 22, 2022 |
| • Start Construction | August 2022 |
| • Complete Construction | September 2022 |

The Notice Inviting Bids will be published on June 2 and 9, 2022, in the local newspaper and the Green Sheet. The notice, plans and specifications will be posted on Planet Bids through the City of Montebello's Website, per the City's municipal code, Chapter 3.20 et al.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the HYRAP Streets Fiscal Year 2022-23 Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility.

**Authorize the Notice Inviting Bids for HYRAP Streets Fiscal Year 2022-23 Project
(CP No. 897)**

Page 3 of 3

SUMMARY

Upon City Council approval of the recommended actions, staff will coordinate the advertisement of the project for construction bids. Following the opening of sealed bids, staff will recommend award of the construction contract at a subsequent City Council meeting. Recommended appropriations to fund this project will be included in the CIP budget for FY 2022-23.

ATTACHMENTS:

- A. Attachment A – Notice Inviting Bids
- B. Attachment B – Notice of Exemption
- C. Attachment C – Project Location Map

NOTICE INVITING SEALED BIDS

FOR

HYRAP Streets Project

FY 2022/2023

C.P. No. 897

IN THE CITY OF MONTEBELLO

DATE OF BID OPENING: PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids **electronically ONLY thru PlanetBids**, <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>, **by 11:00 am on Thursday June 16, 2022.** The ELECTRONIC Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. The general items of work include the removal and reconstruction of sidewalk, driveway approaches, curb & gutters, and other miscellaneous appurtenant work indication in the contract documents.

It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), and 2021 Standard Specifications for Public Works Construction “Greenbook.”

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available on the City’s website at <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet thru PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from planholders, are to be posted on the website.

Questions: All questions relative to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 p.m. on Tuesday, June 7, 2022.**

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a

copy of said wage rates at the project site. This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in the Contract Specifications submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **Thirty-five (35) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

Publish Date: June 2, 2022

BY ORDER OF: The City of Montebello, California

Alicia Fernandez, Deputy City Clerk

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

12400 Imperial Highway

Norwalk, CA 90650

From: (Public Agency): City of Montebello

1600 W Beverly Blvd

Montebello, CA 90640

(Address)

Project Title: CP 897 HYRAP Streets Project

Project Applicant: City of Montebello

Project Location - Specific:

South Side of Montebello

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Grind and overlay of 16 streets in Montebello using Hot Mix Asphalt (HYRAP)

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

Exempt Status: (check one):

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☐ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)

☐ Statutory Exemptions. State code number:

Reasons why project is exempt:

Lead Agency

Contact Person: James Enriquez, P.E.

Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature:

Date:

Title:

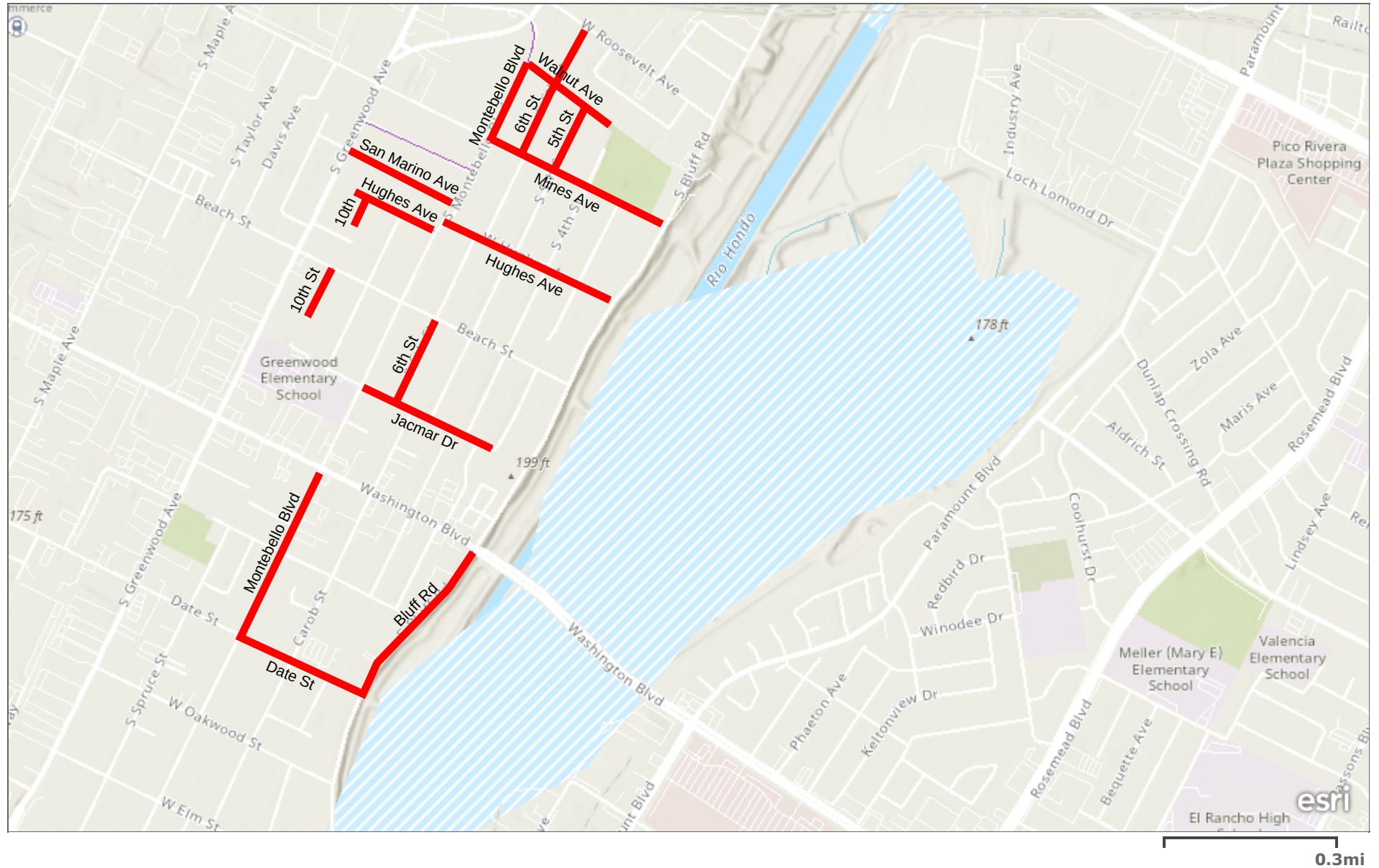
Director of Public Works

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

HYRAP Streets



0.3mi



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 Water Rights License and Agreement No. 3986 with San Gabriel Valley Water Company**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a Water Rights License and Agreement No. 3986 with San Gabriel Valley Water Company (SGVWC) for the lease of 386.50 acre-feet of the City of Montebello's Fiscal Year 2021-22 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$46,380; 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

Approval of the recommended Water Rights License and Agreement No. 3986 will allow the City to sell its excess water rates and receive approximately \$46,380 in return. These funds will be deposited in the General Fund for Fiscal Year 2021-22 (Account No. 100-99-4200, Water Sales).

BACKGROUND

Each fiscal year, the City of Montebello is allocated 386.50 acre-feet of Allowed Pumping Allocation (APA), also known as water rights. The City began Fiscal Year 2021-22 with 610.30 acre-feet (AF) of APA, including the annual allotment plus 222.80 AF of carryover from Fiscal Year 2020-21.

Approval of Water Rights License and Agreement No. 3986 with San Gabriel Valley Water Company

Page 2 of 2

The City has not pumped any water from its well in fiscal year 2021-22 due to PFAS contamination. Current water supply for the south water system is purchased treated water from Central Basin Municipal Water District.

On November 18, 2021, San Gabriel Valley Water Company submitted a fair and reasonable offer letter (Attachment A) to lease 386.50 AF from the City for Fiscal Year 2021-22.

SUMMARY

Upon the approval of the City Council of the recommended actions, staff will coordinate with San Gabriel Valley Water Company to execute the Agreement and complete the transaction.

ATTACHMENTS:

- A. Attachment A – Offer Letter from San Gabriel Valley Water Company
- B. Attachment B – Water Right License and Agreement No. 3986

SAN GABRIEL VALLEY WATER COMPANY

November 18, 2021

Rene I. Bobadilla, P.E.
City Manager
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

COPY

Subject: Lease of Central Basin Allowed Pumping Allocation

Dear Mr. Bobadilla:

San Gabriel Valley Water Company ("San Gabriel") is interested in leasing the City of Montebello's ("City") unused Central Basin Allowed Pumping Allocation for Administration Year 2021-2022 in the amount of 386.50 acre-feet ("AF") with Flex.

The consideration to be paid to the City would be \$120.00 per AF for a total of \$46,380 payable within twenty (20) days of Watermaster's acknowledgement of the transfer of water rights to San Gabriel.

If the City wishes to accept the proposed lease agreement ("Agreement"), please have all three (3) originals of the enclosed Agreement executed by the listed signatories, return to my attention, and we will execute the originals, return one to the City for its file and forward one to Watermaster for acknowledgment.

If you have any question or need additional information, please contact me. Thank you.

Very truly yours,



Robert J. DiPrimio
Senior Vice President

RJD:im
Enclosures

WATER RIGHT LICENSE AND AGREEMENT

City of Montebello ("Licensor") hereby grants to San Gabriel Valley Water Company ("Licensee") a license to extract during the period commencing July 1, 2021, and ending on June 30, 2022, 386.50 acre feet of Licensor's Allowed Pumping Allocation ("Allocation") previously allocated to Licensor, or its predecessors-in-interest, under and pursuant to the Judgment dated October 11, 1965, as entered in Los Angeles Superior Court Case No. 786,656 titled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al."

This license is granted subject to the following conditions:

- 1) Licensee shall exercise its rights and extract said Allocation on behalf of Licensor during the period specified above and shall put the same to beneficial use.
- 2) Licensee shall not, by the exercise of its rights hereunder, acquire any right to extract water independent of the rights of Licensor.
- 3) Licensee shall pay the assessments levied by the Water Replenishment District of Southern California ("District") on said pumping.
- 4) Licensee shall notify the District and the Watermaster of pumping pursuant to this Agreement and shall provide the Watermaster with a copy of this Agreement.
- 5) Licensee shall record, in documentation relating to water production during the term of this Agreement, that said water production was undertaken pursuant to this Agreement.
- 6) Licensee's Allowed Pumping Allocation (shall) be increased by the amount licensed hereunder when computing carry-over or allowable overextraction as provided by Part III, Subpart A and B in the Judgment referenced above.

Licensor warrants that it has 386.50 acre feet of Allowed Pumping Allocation, and that it has not pumped, and will not pump or permit or license any other person to pump, any part of said 386.50 acre feet during the term of this Agreement.

Dated: _____

LICENSOR:
City of Montebello

By: _____
René Bobadilla, P.E.,
Title: City Manager

By: _____
Christopher Jimenez
Title: City Clerk

By: _____
Arnold M. Alvarez-Glasman
Title: City Attorney

LICENSEE:
San Gabriel Valley Water Company

By: _____
Robert W. Nicholson
Title: President

COPY



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

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

BY: Michael Solorza, Director of Finance

SUBJECT: **Adopt Resolution No. 22-36 for Fiscal Year 2022-23 Confirmation of Annual Tax Rate for Voter Approved Indebtedness**

DATE: May 25, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2022-23; and
- 2) Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
- 3) Direct staff to take whatever additional actions necessary to ensure collection of the property tax override.

FISCAL IMPACT

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). This voter approved property tax override revenue is utilized to fund annual debt service on the Series 2020 Pension Obligation Bonds (issued in June 2020 to retired the City's unfunded actuarial liability) as well as pay for all ongoing pension related costs.

The table below presents historical actuals and the FY 2022-23 proposed (forecasted) revenue in Fund 205:

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 25, 2022

Adopt Resolution No. 22-36 for Fiscal Year 2022-23 Confirmation of Annual Tax Rate for Voter Approved Indebtedness

Page 2 of 3

	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Budget	2020-21 Actual	2021-22 Adopted Budget	2022-23 PROPOSED BUDGET
Property Tax Override	8,104,009	8,476,868	8,969,216	9,287,058	9,499,000	10,197,365	10,172,000	10,691,000
Property Tax Override - RPTTF	3,309,195	3,275,195	3,739,997	3,573,246	4,000,000	4,740,590	4,874,000	3,750,000
Interest Revenue	32,839	75,298	221,929	168,918	105,000	73,010	125,000	100,000
	11,446,043	11,827,361	12,931,142	13,029,222	13,604,000	15,010,965	15,171,000	14,541,000

As the table above shows, the FY 2020-21 actuals were \$15.011 million, with FY 2022-23 projected to be \$14.541 million in revenue to the Retirement Fund (Fund 205). The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2021-22, the projected revenue for the Retirement Fund is \$13.381 million.

The attached Resolution sets the property tax override rate and allows it to be assessed for FY 2022-23. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees.

BACKGROUND

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). Elections were first held on July 9, 1946, initially establishing the PTO. A second vote was held on March 2, 1976, affirming the property tax override rate. The City Council subsequently adopted Ordinance No. 2148 in 1996 which codified the tax rate at \$0.197875 per \$100 of assessed valuation (City of Montebello Municipal Code Section 3.28.020).

The revenue from the property tax override can only be used to pay for retirement system related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost (i.e., ongoing) expenses to PERS.

On May 13, 2020, the City Council approved issuance of \$154 million in Pension Obligation Bonds (POBs) to address Montebello's pension related unfunded actuarial liability (UAL). The issuance of the POBs extinguished the existing UAL, as of the June 30, 2018 actuarial valuation report. The PTO revenue is utilized to pay the debt service on the POBs, as well as all normal cost expenses and future UAL bases established by subsequent actuarial valuations.

The County of Los Angeles Auditor-Controller requires the City of Montebello to submit an approved Resolution each year that shows the setting of the rate. The attached Resolution (Attachment 1 with Exhibit A) fulfills this requirement and allows the rate to be

Adopt Resolution No. 22-36 for Fiscal Year 2022-23 Confirmation of Annual Tax Rate for Voter Approved Indebtedness

Page 3 of 3

placed on property tax statements. There is no change to the rate, it remains fixed at the \$0.197875 per \$100 of assessed value amount.

SUMMARY

The retirement expenditures by the City are funded through voter-approved indebtedness authorized by elections held on July 9, 1946 and March 2, 1976. The proposed tax rate of \$0.197875 was set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. There is no change to this tax rate for FY 2022-23, it remains the same as previous years.

The Resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year in order for the tax rate to be placed on the property rolls. Assessing the property tax override will allow the City to meet its obligations to bond holders, paying annual debt service on the \$154 million in POBs issued in 2020.

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund (Fund 205), as codified in Montebello Municipal Code section 3.28.020. No General Fund revenues will be used to pay for the retirement expenditures.

ATTACHMENT

- A. Attachment A – Resolution No. 22-36 - Confirming Annual Tax Rate for Voter Approved Indebtedness

RESOLUTION NO. 22-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING
TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2022**

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2022, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2022, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 2 (Link Belt)", annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
- (2) "Annexation No. 3 (Bethlehem Steel)", annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
- (3) "Annexation No. 4 (Conier)", annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
- (4) "Annexation No. 10", annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
- (5) "Annexation No. 127", annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
- (2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;

RESOLUTION NO. 22-36

Page 2 of 3

- (3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
- (4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
- (5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
- (6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
- (7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
- (8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
- (9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
- (10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
- (11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and
- (12) "Annexation No. 31", annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS AS OF FISCAL YEAR 2021-22:

TAXATION DISTRICT NO. 1	4,363,768,160
TAXATION DISTRICT NO. 2	21,016,170
TAXATION DISTRICT NO. 3	276,925,734
TAXATION DISTRICT NO. 1s	464,102,683
TAXATION DISTRICT NO. 2s	59,416,274
TAXATION DISTRICT NO. MB HILLS 1	676,506,335
TAXATION DISTRICT NO. MB HILLS 3	446,186,384
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	124,505,175
TAXATION DISTRICT NO. 1 MERP	596,038,167
TAXATION DISTRICT NO. 2 MERP	26,065,998

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN ATTACHMENT A

SECTION 2. That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED this 25th day of May, 2022.

Kimberly A. Cobos-Cawthorne, Mayor

RESOLUTION NO. 22-36

Page 3 of 3

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold 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 22-36 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of 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 – Fixing the Rate of Taxes and Levying Taxes for FY 22-23

EXHIBIT A

STATE RETIREMENT FUND
OBLIGATION OF THE CITY TO THE
STATE EMPLOYEES RETIREMENT
OF CITY EMPLOYEES
AUTHORIZED AT ELECTIONS
HELD ON JULY 9, 1946 AND
MARCH 2, 1976.

[illegible]

RESOLUTION NO. 22-35

**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.1531, consisting of 8 pages, and including:

Warrant No.

General: Checks No.596260 through; 596412
ACH No. 2025 through; 2106

Successor Agency: Check No. 1491

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 25th 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. 22-35

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. 22-35 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of 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. 1531

From Payment Date: 05/05/22 - To Payment Date: 05/12/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331	- General Account				
2025	05/05/2022	\$2,146.63	SUPPLIES	3163	BANK OF AMERICA
2026	05/05/2022	\$8.95	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
2027	05/05/2022	\$103.43	SUPPLIES	3163	BANK OF AMERICA
2028	05/05/2022	\$32.53	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2029	05/05/2022	(\$15.75)	SUPPLIES	3163	BANK OF AMERICA
2030	05/05/2022	\$840.12	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2031	05/05/2022	\$2,321.42	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
2032	05/05/2022	\$74.06	TRAVEL & MEETINGS	3163	BANK OF AMERICA
2033	05/05/2022	\$2,866.29	TRAINING	3163	BANK OF AMERICA
2034	05/05/2022	\$36,628.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
2035	05/05/2022	\$82,935.64	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
2036	05/05/2022	\$6,411.45	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2037	05/05/2022	\$727.65	SUPPLIES	62880	AMERICAN MARKER
2038	05/05/2022	\$2,278.50	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
2039	05/05/2022	\$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
2040	05/05/2022	\$1,255.75	SUPPLIES	35980	SAEED RADMEHR
2041	05/05/2022	\$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
2042	05/05/2022	\$486.08	SUPPLIES	2455	THE ILLINI COMPANIES INC
2043	05/05/2022	\$585.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
2044	05/05/2022	\$131.04	TRAINING	3384	ALICIA FERNANDEZ
2045	05/05/2022	\$25,775.73	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
2046	05/05/2022	\$2,935.68	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
2047	05/05/2022	\$1,000.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
2048	05/05/2022	\$2,032.50	CONTRACT SERVICES	2892	KTU & A
2049	05/05/2022	\$3,856.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
2050	05/05/2022	\$4,536.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
2051	05/05/2022	\$26,095.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
2052	05/05/2022	\$150.00	TRAINING	116	ADAM MITCHELL
2053	05/05/2022	\$93,655.87	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
2054	05/05/2022	\$1,909,745.04	VEHICLE PURCHASES	24690	NEW FLYER AMERICA (USA) INC



City of Montebello
Register of Demands No. 1531

From Payment Date: 05/05/22 - To Payment Date: 05/12/22

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
2055	05/05/2022	\$2,822.08	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
2056	05/05/2022	\$2,123.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
2057	05/05/2022	\$6.32	SUPPLIES	1120	BLUETRITON BRANDS INC
2058	05/05/2022	\$19,986.74	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
2059	05/05/2022	\$595.51	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
2060	05/05/2022	\$400.00	CONTRACT SERVICES	2365	LETICIA TORRES
2061	05/05/2022	\$487.06	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
2062	05/05/2022	\$444.18	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
2063	05/05/2022	\$5,900.00	IMPROVEMENTS OTHER THAN BUILDING	3021	WEST & ASSOCIATES ENGINEERING INC
2064	05/12/2022	\$1,995.18	SUPPLIES	3163	BANK OF AMERICA
2065	05/12/2022	\$360.00	TRAINING	3163	BANK OF AMERICA
2066	05/12/2022	\$3,145.86	TRAINING	3163	BANK OF AMERICA
2067	05/12/2022	\$5,165.56	SUPPLIES	3163	BANK OF AMERICA
2068	05/12/2022	\$150.00	TRAINING	3163	BANK OF AMERICA
2069	05/12/2022	\$3,720.42	SUPPLIES	3163	BANK OF AMERICA
2070	05/12/2022	\$990.32	TRAINING	3163	BANK OF AMERICA
2071	05/12/2022	\$477.84	SUPPLIES	3163	BANK OF AMERICA
2072	05/12/2022	\$253.93	SUPPLIES	3163	BANK OF AMERICA
2073	05/12/2022	\$14,537.20	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
2074	05/12/2022	\$485.80	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
2075	05/12/2022	\$4,625.77	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
2076	05/12/2022	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
2077	05/12/2022	\$19,539.21	CONTRACT SERVICES	3016	ANTARES GOLF LLC
2078	05/12/2022	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
2079	05/12/2022	\$415.04	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
2080	05/12/2022	\$4,500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
2081	05/12/2022	\$23,560.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
2082	05/12/2022	\$100.00	CARPOOL INCENTIVE	3384	ALICIA FERNANDEZ
2083	05/12/2022	\$80.00	CARPOOL INCENTIVE	2572	MARLENE GIL
2084	05/12/2022	\$335.00	CONTRACT SERVICES	180	GLORY GLOBAL SOLUTIONS INC
2085	05/12/2022	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS



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2086	05/12/2022	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
2087	05/12/2022	\$60.64	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
2088	05/12/2022	\$16,307.37	CONTRACT SERVICES	2793	IBE DIGITAL
2089	05/12/2022	\$4,624.56	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
2090	05/12/2022	\$1,448.27	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
2091	05/12/2022	\$1,947.21	SUPPLIES	26670	LIFE-ASSIST INC
2092	05/12/2022	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
2093	05/12/2022	\$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
2094	05/12/2022	\$11,525.29	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
2095	05/12/2022	\$695.00	EDUCATION REIMBURSEMENT	2998	TOMMY L QUEEN JR
2096	05/12/2022	\$200.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
2097	05/12/2022	\$1,778.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
2098	05/12/2022	\$2,500.00	CONTRACT SERVICES	33960	DAVID SOSNOWSKI
2099	05/12/2022	\$36.87	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
2100	05/12/2022	\$3,090.00	CONTRACT SERVICES	217	TRACKIT LLC
2101	05/12/2022	\$275.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
2102	05/12/2022	\$330.75	CONTRACT SERVICES	395	MARIA TERESA VASQUEZ
2103	05/12/2022	\$3,903.18	SUPPLIES	3088	WAXIES ENTERPRISES LLC
2104	05/12/2022	\$235.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
2105	05/12/2022	\$67.90	CONTRACT SERVICES	3140	WEX HEALTH INC
2106	05/12/2022	\$11,814.06	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
ACH TOTALS		\$2,722,974.63			
596260	05/05/2022	\$790.45	UTILITY SERVICES	2257	AIRESPRING INC
596261	05/05/2022	\$5,000.00	CONTRACT SERVICES	3506	ALLEGRA CONSULTING INC
596262	05/05/2022	\$250.00	GENERAL GOVERNMENT	3604	MARISSA ALTAMIRANO
596263	05/05/2022	\$49,283.11	MACHINERY & EQUIPMENTS	3387	AMERICAN POWER SYSTEMS LLC
596264	05/05/2022	\$168.00	TRAINING	2534	LETICIA ANTUNA
596265	05/05/2022	\$548.85	UTILITY SERVICES	38380	AT&T
596266	05/05/2022	\$577.59	UTILITY SERVICES	39550	AT&T
596267	05/05/2022	\$7,752.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC



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596268	05/05/2022	\$1,460.00	CONTRACT SERVICES	2735	BOB MARDIGIAN FLOOR COVERING
596269	05/05/2022	\$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
596270	05/05/2022	\$837.98	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596271	05/05/2022	\$2,160.00	CONTRACT SERVICES	1303	CERTIFIED ROOFING APPLICATORS INC
596272	05/05/2022	\$335.32	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596273	05/05/2022	\$300.00	CONTRACT SERVICES	3607	MARCO TULIO CONTRERAS
596274	05/05/2022	\$265.29	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES INC
596275	05/05/2022	\$530.77	CONTRACT SERVICES	11990	CUMMINS ALLISON CORP
596276	05/05/2022	\$17,235.38	SUPPLIES	26080	L N CURTIS & SONS
596277	05/05/2022	\$175.00	CONTRACT SERVICES	2759	D F POLYGRAPH
596278	05/05/2022	\$1,235.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
596279	05/05/2022	\$65.00	RECREATION CLASSES	3605	DENISE DE LA CRUZ
596280	05/05/2022	\$350.00	CONTRACT SERVICES	3606	MIGUEL A DELGADO
596281	05/05/2022	\$1,000.00	CONTRACT SERVICES	3043	FOCUS ENVIRONMENTAL CONSULTING
596282	05/05/2022	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
596283	05/05/2022	\$7,536.32	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
596284	05/05/2022	\$250.00	GENERAL GOVERNMENT	3603	JOHN R JOSEPH
596285	05/05/2022	\$70.00	POLICE RELATED FEES	3609	ALI KAZMI
596286	05/05/2022	\$4,076.27	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
596287	05/05/2022	\$39,365.40	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
596288	05/05/2022	\$202.15	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
596289	05/05/2022	\$3,855.00	CONTRACT SERVICES	2205	MGT OF AMERICA
596290	05/05/2022	\$800.00	CONTRACT SERVICES	41130	MIHM INC
596291	05/05/2022	\$150,204.86	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO INC
596292	05/05/2022	\$463.92	CONTRACT SERVICES	1073	MONJARAS & WISMEYER GROUP INC
596293	05/05/2022	\$15,000.42	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
596294	05/05/2022	\$701.88	PERMITS AND FEES	2491	MOTION PICTURE LICENSING CORPORATION
596295	05/05/2022	\$16,897.72	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC
596296	05/05/2022	\$367.50	SUPPLIES	3516	NATIONWIDE MEDICAL SURGICAL INC
596297	05/05/2022	\$19,980.44	CONTRACT SERVICES	3225	NELSON NYGAARD CONSULTING ASSOC INC
596298	05/05/2022	\$867.19	SUPPLIES	15620	OFFICE DEPOT INC



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596299	05/05/2022	\$50.56	UTILITY SERVICES	100	PICO WATER DISTRICT
596300	05/05/2022	\$311.45	CONTRACT SERVICES	3279	PROCURE AMERICA INC
596301	05/05/2022	\$86.70	GENERAL	3575	ROSE WHITTIER NAILS & SPA
596302	05/05/2022	\$90,237.98	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
596303	05/05/2022	\$17,307.67	CONTRACT SERVICES	2361	SIEMENS MOBILITY
596304	05/05/2022	\$141,716.01	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596305	05/05/2022	\$245.85	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
596306	05/05/2022	\$168,133.76	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
596307	05/05/2022	\$525.24	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
596308	05/05/2022	\$1,738.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD
596309	05/05/2022	\$354.16	CONTRACT SERVICES	3397	STERICYCLE INC
596310	05/05/2022	\$6,244.00	MACHINERY & EQUIPMENTS	3085	STREAMLINE AUTOMATION SYSTEMS LLC
596311	05/05/2022	\$5,635.75	UTILITY SERVICES	526	T-MOBILE USA INC
596312	05/05/2022	\$4,818.00	SUPPLIES	69680	TRIANGLE SPORTS INC
596313	05/05/2022	\$5,175.00	SUPPLIES	3527	RICHARD T TULLIUS
596314	05/05/2022	\$1,932.00	SUPPLIES	2611	TURBOSCAPE INC
596315	05/05/2022	\$1,192.00	CONTRACT SERVICES	1166	TURF TEAM INC
596316	05/05/2022	\$3,237.12	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
596317	05/05/2022	\$870.47	SUPPLIES	45120	ULINE INC
596318	05/05/2022	\$1,250.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
596319	05/05/2022	\$4,739.36	SUPPLIES	3598	US MAIL SUPPLY INC
596320	05/05/2022	\$547.14	UTILITY SERVICES	23610	VERIZON WIRELESS
596321	05/05/2022	\$6,539.72	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
596322	05/05/2022	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
596323	05/05/2022	\$144,078.00	CONTRACT SERVICES	3422	MIKE BUBALO CONSTRUCTION CO INC
596324	05/09/2022	\$1,850,000.00	INCURRED CLAIMS	3614	DAILY ALJIAN LLP IN TRUST
596325	05/12/2022	\$100.00	PARKS AND RECREATION	3467	RAYMOND JIMENEZ
596326	05/12/2022	\$2,400.00	CONTRACT SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596327	05/12/2022	\$59.03	UTILITY SERVICES	1732	AT&T CORP
596328	05/12/2022	\$7,902.80	AFLAC OTHER	55860	AFLAC
596329	05/12/2022	\$46,920.00	IMPROVEMENTS OTHER THAN BUILDING	3411	AIM CONSULTING SERVICES



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596330	05/12/2022	\$700.00	VEHICLE MAINTENANCE/EXPENSES	2853	ALTERNATIVE FUEL SOLUTIONS
596331	05/12/2022	\$700.00	DONATIONS	3612	AMERICAN CANCER SOCIETY INC
596332	05/12/2022	\$378.00	TRAINING	3262	AMERICAN RED CROSS
596333	05/12/2022	\$4.76	UTILITY SERVICES	39550	AT&T
596334	05/12/2022	\$78.10	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
596335	05/12/2022	\$400.00	CONTRACT SERVICES	528	FRANK BARAJAS
596336	05/12/2022	\$198.00	CONTRACT SERVICES	45540	BENNYS MAINTENANCE & OIL FILTER RECYCLING INC
596337	05/12/2022	\$4,632.33	FURNITURE & FIXTURES PURCHASES	3033	OFFICE SOLUTIONS BUSINESS PRODUCTS & SRVS LLC
596338	05/12/2022	\$12,664.69	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
596339	05/12/2022	\$876.40	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
596340	05/12/2022	\$5,462.91	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
596341	05/12/2022	\$4,548.32	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
596342	05/12/2022	\$2,872.56	CONTRACT SERVICES	36870	CINTAS CORPORATION
596343	05/12/2022	\$4,771.00	CONTRACT SERVICES	3568	CIVICPLUS LLC
596344	05/12/2022	\$1,412.84	MACHINERY & EQUIPMENTS	3487	COMPUTER POWER SOLUTIONS INC
596345	05/12/2022	\$1,124.21	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
596346	05/12/2022	\$737.21	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
596347	05/12/2022	\$46,258.84	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
596348	05/12/2022	\$200.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
596349	05/12/2022	\$2,287.69	SUPPLIES	25660	E-Z GO DIVISION OF TEXTRON
596350	05/12/2022	\$197.05	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
596351	05/12/2022	\$948.28	CONTRACT SERVICES	2222	ELEVATOR SUPPORT SERVICES INC
596352	05/12/2022	\$60.00	PARKS AND RECREATION	3621	ROMAN ESTRADA
596353	05/12/2022	\$278.92	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
596354	05/12/2022	\$1,552.46	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
596355	05/12/2022	\$3,270.35	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
596356	05/12/2022	\$165,477.08	IMPROVEMENTS OTHER THAN BUILDING	57890	GENTRY BROTHERS INC
596357	05/12/2022	\$1,530.18	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
596358	05/12/2022	\$123.60	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
596359	05/12/2022	\$596.14	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
596360	05/12/2022	\$373.29	EDUCATION REIMBURSEMENT	3618	GABRIEL GONZALEZ



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596361	05/12/2022	\$1,972.95	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
596362	05/12/2022	\$695.00	EDUCATION REIMBURSEMENT	3617	JUSTIN HILL
596363	05/12/2022	\$87.72	SUPPLIES	72010	SCOTT D HOWARD
596364	05/12/2022	\$40.00	CARPPOOL INCENTIVE	3585	LUPITA IBARRA
596365	05/12/2022	\$100.00	DUES & SUBSCRIPTIONS	3622	INTERNATIONAL MUNICIPAL SIGNAL ASSOC. INC
596366	05/12/2022	\$3,595.44	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
596367	05/12/2022	\$3,378.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
596368	05/12/2022	\$718.29	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
596369	05/12/2022	\$4,152.39	LEASE PAYMENT	2405	JCB FINANCE
596370	05/12/2022	\$2,661.44	SAFETY PROGRAM	1169	JCM AND ASSOCIATES INC
596371	05/12/2022	\$2,570.00	CONTRACT SERVICES	3264	JDS TANK TESTING & REPAIR INC
596372	05/12/2022	\$7,421.68	CONTRACT SERVICES	2539	JL GROUP LLC
596373	05/12/2022	\$41,533.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
596374	05/12/2022	\$2,500.00	DUES & SUBSCRIPTIONS	3134	ECONOMIC DEVELOPMENT CORP OF LA COUNTY
596375	05/12/2022	\$2,780.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
596376	05/12/2022	\$2,625.00	CONTRACT SERVICES	3545	LPA INC
596377	05/12/2022	\$9,134.98	CDBG-CV	3301	MATER MONTEBELLO LTD PARTNERSHIP
596378	05/12/2022	\$375.18	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
596379	05/12/2022	\$800.00	CONTRACT SERVICES	3259	MONTEBELLO CHRISTIAN SCHOOL
596380	05/12/2022	\$2,640.18	SUPPLIES	2480	SOCAL AUTO & TRUCK PARTS INC
596381	05/12/2022	\$16,580.70	PREPAID EXPENSES	25080	GOVERNMENTJOBS COM INC
596382	05/12/2022	\$634.19	SUPPLIES	15620	OFFICE DEPOT INC
596383	05/12/2022	\$6,114.00	IMPROVEMENTS OTHER THAN BUILDING	3028	ONWARD ENGINEERING
596384	05/12/2022	\$250.00	GENERAL GOVERNMENT	2063	LUZ PEREZ
596385	05/12/2022	\$4,545.19	CONTRACT SERVICES	3279	PROCURE AMERICA INC
596386	05/12/2022	\$271.88	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
596387	05/12/2022	\$10,000.00	PREPAID EXPENSES	3613	PYRO SPECTACULARS INC
596388	05/12/2022	\$200.00	EDUCATION REIMBURSEMENT	3181	OSCAR REYES
596389	05/12/2022	\$150.00	TRAVEL & MEETINGS	3161	DANIEL SIFUENTES
596390	05/12/2022	\$168.00	TRAINING	3610	SARBJEET SINGH
596391	05/12/2022	\$143.88	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT



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596392	05/12/2022	\$5,035.74	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
596393	05/12/2022	\$38,670.15	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
596394	05/12/2022	\$151.40	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
596395	05/12/2022	\$2,400.00	DUES & SUBSCRIPTIONS	65	SPECIAL SERVICES GROUP LLC
596396	05/12/2022	\$431.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
596397	05/12/2022	\$9,343.65	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
596398	05/12/2022	\$3,177.45	SUPPLIES	3600	RICHARD WILLIAM THOMAS
596399	05/12/2022	\$94.78	SUPPLIES	3110	TOMAS ALVARADO
596400	05/12/2022	\$3,347.11	CONTRACT SERVICES	20070	UC REGENTS
596401	05/12/2022	\$2,791.60	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
596402	05/12/2022	\$7,000.00	CONTRACT SERVICES	3433	VECTIS DC LLC
596403	05/12/2022	\$7,934.40	UTILITY SERVICES	23610	VERIZON WIRELESS
596404	05/12/2022	\$1,672.98	SUPPLIES	9470	W W GRAINGER INC
596405	05/12/2022	\$2,062.50	CONTRACT SERVICES	3323	WASHINGTON CONSULTING GROUP LLC
596406	05/12/2022	\$1,915.04	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
596407	05/12/2022	\$1,071.63	SUPPLIES	67320	WINZER CORPORATION
596408	05/12/2022	\$55.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
596409	05/12/2022	\$644.85	CONTRACT SERVICES	328	ANNE L DONOFRIO (OR)
596410	05/12/2022	\$200.00	EDUCATION REIMBURSEMENT	3620	DANIEL ZANOLINI
596411	05/12/2022	\$36,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC
596412	05/12/2022	\$180.48	CONTRACT SERVICES	2905	ZUTRA WATER
CHECK TOTAL		\$3,388,807.14			
6093	- Successor Agency				
1491	05/05/2022	\$2,050.00	CONTRACT SERVICES	15180	STEARNS CONRAD AND SCHMIDT CONSULTING ENG
S & A TOTAL		\$2,050.00			
GRAND TOTAL		\$6,113,831.77			